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AGREEMENT

BETWEEN

THE COUNTY OF SUMMIT

AND

LOCAL NO. 1032

(SERVICE AND MAINTENANCE UNIT)

AND

OHIO COUNCIL NO. 8

AMERICAN FEDERAL OF STATE AND COUNTY

AND MUNICIPAL EMPLOYEES AFL-CIO

EFFECTIVE

APRIL 1, 2012 THROUGH MARCH 31, 2015

11-MED-11-1685

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PREAMBLE/PURPOSE

THIS AGREEMENT, entered into at Akron, Ohio, between the County of Summit by its duly authorized County Executive and the Summit County Engineer, (hereinafter referred to as the Engineer), and Local 1032 and Ohio Council No. 8, both of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union). Wherever the term Engineer is used in this Agreement, it shall be deemed to mean the Engineer himself or his designated representative(s).

WHEREAS, in order that the Engineer and the Union may work in harmony, and:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance, as the parties understand and agree that the services performed by the County Engineer employees included in this agreement are essential to the public health, safety, and welfare.
2. To provide for the peaceful and equitable adjustment of differences which may arise.
3. To assure the effectiveness of service by providing an opportunity for employees to meet with the Engineer through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to R.C. Chapter 4117.
4. To protect the right of every employee to fair and impartial treatment regardless of membership or non-membership in an employee organization.
5. To provide an opportunity for the Union and Engineer to negotiate as to wages, hours, benefits, and conditions of employment. This agreement pertains to all employees within the bargaining unit defined hereunder.
6. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Summit County, and to maintain the efficiency of the various departments of the Engineer.

WHEREAS, it is the desire of the parties to this Agreement to avoid disputes, and to bargain collectively with regard to wages, hours, and working conditions, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulate;

WHEREAS, the existing Agreement between the County, the Engineer and the Union expires on March 31, 2012; and

WHEREAS, good faith collective bargaining resulted in certain agreement between the parties;

NOW, THEREFORE, the Engineer and the Union agree as follows:

ARTICLE 1: MANAGEMENT RIGHTS

Except as specifically limited hereto, the Engineer shall have the right to manage the operation, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Engineer's rights include the right to hire, discipline and suspend, terminate or reduce in pay or position only for just cause, provided that a claim by an employee or the Union, that an employee has been disciplined, suspended, terminated or reduced in pay or position without just cause, may be made the subject of the grievance procedure herein; to layoff and promote; to determine when a job vacancy exists; to reorganize, discontinue, or enlarge any station; to transfer employees; to introduce new and/or improved equipment, methods or facilities; to determine work methods; to determine the size and number of work force; the number of shifts required, and work schedules; to contract out; to declare an emergency; and to schedule overtime as well as the amount required thereof; to classify and reclassify except as modified herein; to establish, modify, consolidate, or abolish jobs except as modified herein; to determine assignment of employees, numbers employed, qualifications required, except as limited herein; and areas worked, subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

All rights and responsibilities of the Engineer not specifically modified or limited by the Agreement shall remain the function of the Engineer. The above enumerated management rights shall in no event contravenes the terms and conditions of this Agreement and shall be subject thereto.

ARTICLE 2: UNION RECOGNITION

Section 2.1. The Engineer hereby agrees to recognize Local 1032 and Ohio Council No. 8 of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative and bargaining agent, for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit and shall not recognize any other union or organization as representing any employee within the Union's bargaining unit classifications.

Section 2.2. The Union bargaining unit is composed of those employees in classifications and classification series listed in Appendix "A", of this Agreement, subject to the following exclusions from the bargaining unit:

A. All supervisory, management and confidential employees as defined in R.C. Chapter 4117 including the secretary to the Engineer.

B. Temporary, seasonal, and casual employees as defined by SERB whose cumulative term of employment does not exceed a total of fourteen (14) weeks annually.

C. Part-time employees who work not to exceed twenty (20) hours per week, and one (1) part-time security aide who is not subject to the twenty (20) hour per week restriction.

D. Local No. 18, International Union of Operating Engineer classification of "Heavy Equipment Operators" and "Oilers".

E. All positions and job titles of employees not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit, subject to, however, that during the term of this Agreement any new job titles or classifications that are similar to those in the Union bargaining unit created by the Engineer, shall become part of and be included in the Union bargaining unit.

F. On or about their date of hire, the Engineer shall provide the Union with the name, position title, classification, initial assignment location, date of hire, status and rate of pay for all part-time seasonal, temporary, and casual. Upon written request by the Union and not more than twice per year, the Engineer shall provide the Union with a list of the names, classifications and number of hours worked during the preceding pay periods for all part-time employees.

G. The Engineer may appoint seasonal employees to the same successive job positions or classification during any one (1) calendar year with the mutual agreement of the Union.

H. The Union agrees that the Engineer shall not be responsible for any claims by the Union of retroactive dues and/or fair share fee payments.

Section 2.3. Individuals occupying excluded positions shall not perform work of such nature that would or should be performed by the employees covered by this Agreement, subject to the following exceptions:

A. Instruction, or demonstration, or safety evaluation of equipment of vehicles.

B. In cases of disaster or emergency.

C. Services of temporary, seasonal, casual and part-time employees (employees who are not in the bargaining unit), as defined in Article II, Section 2.2, shall be limited to those duties similar to those of a General Laborer, including driving of pick-up trucks and vans, and performing office and clerical type duties.

D. Members of Local No. 18, Union of Operating Engineers may be used for the purpose of snow and ice control provided that qualified members of AFSCME Local 1032 are not on layoff status. Members of Local 18 will not be used for overtime purposes when qualified members of AFSCME Local 1032 are available. If Local 18 members are assigned a permanent snow plow route then members of Local 1032 will be given shift preference over members of Local 18.

Section 2.4. When the word "Employer" is used in this Agreement, it will generally mean the Summit County Engineer unless indicated otherwise.

When the word "Employee" is used in this Agreement, it will generally mean members of AFSCME Local 1032 unless indicated otherwise, such as references to non-bargaining employees, part-time non-bargaining employees, seasonal, temporary, Supervisors, etc.

ARTICLE 3: UNION REPRESENTATION

Section 3.1. Employees selected by the Union to act as duly constituted representatives including stewards and the Union President or other designated officer in his absence shall have the right, during working hours and without loss of regular pay, to represent bargaining unit employees when requested by such employees and where specifically provided for in this Agreement in meetings, hearings, or conferences with the Engineer or his designated representative(s).

Section 3.2. The Union may designate not more than one (1) steward and one (1) alternate per station including South Street to conduct appropriate Union business, however, in addition to the above, the Union President and Bargaining Unit Chief Steward shall be permitted reasonable and sufficient time off with pay to conduct appropriate union representatives business under this section or the aims and provisions of this Agreement. Designations of Stewards and representatives shall be in advance when possible and in writing to the Engineer. No more than one (1) union representative will investigate and handle grievances with an employee at one (1) time except for preparation for 3rd step grievance meeting with the Engineer, except for the assistance of the Union President or Chief Steward only as reasonably necessary.

Section 3.3. Rules governing the activity of the Stewards and Alternates are as follows:

A. The Steward (or alternate) must obtain in advance, authorization from his/her immediate supervisor if available, before beginning Union activities. If the immediate supervisor is unavailable, the dispatcher of the Steward's station shall be informed of the Steward's name, time of departure and destination. Authorization by a Steward's immediate supervisor shall not be unreasonably withheld.

B. The Steward (or alternate) shall notify the supervisor in charge of the area visited, if available; shall not interfere with work in progress; and shall leave the area upon reasonable request of the supervisor.

C. Upon return from authorized Union activities, the Steward (or alternate) shall notify the immediate supervisor or if unavailable, the dispatcher of his/her return.

Section 3.4. All Union representatives shall be required to complete the Union Representative Time Form which shall be given to the Steward's immediate supervisor upon return to his/her work area. Said forms shall be furnished by the Engineer and shall be obtained from the Supervisor. A copy of said form is attached hereto as Appendix "B".

Section 3.5. The Ohio Council 8 or International representatives of the Union may, after prior approval and arrangement with the Employer, consult with officers or stewards or employees in their work areas during working hours for the purpose of adjusting or investigating grievances. Such consultations shall not interfere with any work in progress and said representatives shall notify the supervisor of the area prior to such consultation and/or investigation.

Section 3.6. Elected officers and stewards may use the Engineer's telephones for local calls and a designated copy machine during working hours to conduct and carry on the provisions and aims of this Agreement, provided such use is not abused. If the Engineer feels that such use is being abused, the Engineer and Union shall meet within twenty-four (24) hours of the Engineer's written notice in order to discuss the matter. In addition, the Union may use the internal mail system of the Engineer, excluding the use of electronic mail or any other use of the computer system, for the conduct of Union business. If the Engineer should discontinue the functioning of an internal, non-electronic mail system, the parties shall meet to consider alternatives to providing communications within the Agency for the conduct of Union business.

Section 3.7. Failure of any steward, alternate steward or local officer to abide by the terms and conditions of this Article may result in disciplinary action.

Section 3.8. Nothing contained in this Article will preclude the employee from engaging in conversations/discussions with supervisors/managers, without the presence of a union representative, in the accomplishment of daily activities, or the filing of an official complaint.

Section 3.9. Unpaid Leave. One bargaining unit employee each year may use, at the discretionary approval of the Employer, up to one (1) year of leave without pay to work for the Union. Once that employee's leave has reached one (1) year, the employee must return to work or terminate his/her employment with the Engineer. The employee shall submit the request for leave at least thirty (30) days in advance of the leave requested. Leave shall be taken in no less than ninety (90) day continuous increments. The

Engineer will provide no benefits for employee during this period of unpaid leave.

Section 3.10. The Engineer will provide Council 8 with the names, home addresses and telephone numbers of bargaining unit employees on an annual basis after receiving a request from Council 8 for this information that includes signed consent forms from the affected employees authorizing the Engineer to release this information.

ARTICLE 4: BULLETIN BOARDS

Section 4.1. The Union may use no more than one (1) existing bulletin board per station except South Street where the Building 8, and Mechanic's Area, bulletin board shall also be available for the posting of only the following notices only on non-work time.

A. Union elections and nominations.

B. Union meetings and notices.

C. Recreational and social affairs of the Union.

D. Rulings or policies of the International Union, Ohio Council 8, or Local 1032, AFSCME, AFL-CIO.

E. Union newsletters and newspapers.

F. Reports of Union Committees.

Section 4.2. The Union shall designate one (1) Union representative, or in their absence the Union President, at each station who shall be the only person responsible for the posting of Union notices in Section 4.1, and the Union shall notify the Engineer in writing of the names of such representatives.

Section 4.3. No notices may be posted under this Article which contains personal attacks upon any employee, attacks upon the administration, attacks upon any employee organization, or any thing political and/or reflecting on the Engineer or any of his employees or the county. If the Engineer finds this Article is being violated, he or his representative may immediately remove such improper notices and will so advise the Union. The Engineer and Union shall meet within twenty-four (24) hours of such removal.

Section 4.4. Notwithstanding the above, no matters relating to health and safety shall be posted on Union bulletin boards without being first discussed by the Health and Safety Committee pursuant to Article XVI.

ARTICLE 5: NON-DISCRIMINATION

Section 5.1. The provisions of the Agreement shall be applied in accordance with all Federal and State laws and shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political opinions or affiliations, disability, or place of residence.

Section 5.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 5.3. The Engineer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or his/her representatives against any legal Union activity granted by statute.

Section 5.4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representative, against any employee exercising the right to abstain from membership in the Union subject to other provisions of this Agreement.

Section 5.5. The Union and the Engineer agree to comply with all Federal and State laws regarding non-discrimination covered by this Article.

ARTICLE 6: UNION SECURITY

Section 6.1. The Engineer agrees to deduct regular Union membership dues, fees, and assessments as designated by the Treasurer of the Local Union of Ohio Council 8, bi-weekly from the unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Engineer by the Union. Upon receipt of the authorization, the Engineer or his agent will deduct Union dues, fees, and assessments from the payroll check for the next pay period following the pay period in which the authorization was received by the Engineer and in which Union dues are deducted.

The Engineer or his agent shall forward deductions by warrant to the Treasurer of AFSCME, Ohio Council 8. With such warrant shall be an alphabetical list of employees for which deductions were made. Such warrant shall be forwarded no later than ten (10) days following the date the payroll is issued in which deductions were made. A copy of such warrant and an alphabetical list shall also be forwarded to the Treasurer of Local 1032 and Ohio Council 8 Akron Regional Offices.

Section 6.2. It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees, and assessments; and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Engineer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.3. Maintaining Membership. Employees who become members of the Union shall remain members of the Union for the duration of this Agreement, unless promoted to a position in which Union membership is not permitted, in which event, Union membership will be terminated on the effective date of the promotion. Member employees shall have fifteen (15) days preceding the end of this Agreement to withdraw dues authorization from the Union by presenting a notice of withdrawal to the Treasurer of the Union in writing, which in turn will forward said notice to the Engineer.

Section 6.4. The Engineer shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any bi-weekly period involved, shall have failed to receive sufficient wages to equal the dues, fees, and assessment deductions. In the event a deduction is not made for any bargaining unit member during any particular bi-weekly period, the Engineer will make the appropriate deduction(s) from the following pay period or periods.

Section 6.5. The rate at which dues, fees, and assessments are to be deducted shall be certified to the payroll clerk. One (1) month's advance notice must be given to the payroll clerk prior to making any changes in an individual's dues, fees, or assessment deduction.

Section 6.6. It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer after the date such an error is claimed to have occurred. In no event shall a claim for error be made more than sixty (60) days after its occurrence. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 6.7. Fair Share Fee. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Union. The deduction

of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees deducted shall be made in accordance with regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted, along with the amount of the fair share fee deduction.

ARTICLE 7: WAIVER IN CASE OF EMERGENCY

Section 7.1. In case of non-operational emergencies beyond the control of the Engineer, including but not limited to act of God, riot, flood, civil disorder, or other natural or man-made disaster or severe weather conditions or accident, but excluding strikes or other similar work stoppages on the part of other Engineer employees, the following conditions of this Agreement shall automatically be suspended without recourse from the Union, upon declaration of said emergency by the Summit County Executive, the Summit County Engineer, Governor of the State of Ohio or President of the United States and the following rules shall apply:

A. Time limits for Engineer's replies of Grievances.

B. Limitations on distribution of overtime; however, once said emergency is concluded, charged overtime shall be posted and added to appropriate rosters in accordance with the overtime provision of the Agreement.

C. Bargaining unit employees who are directed by the Engineer to work during the time of a declared emergency shall be required to do so. If such employee is eligible for overtime during the time of the declared emergency, such employee shall be paid in accordance with the overtime provision of this Agreement.

D. In addition, and notwithstanding other Articles of this Agreement, the Engineer reserves the right during any such declared emergency to assign employees to work as needed.

Section 7.2. At the conclusion of such emergency, the conditions referenced in Section 1 of this Article shall be reinstated in accordance with the provisions of this Agreement.

Section 7.3. Employees will be paid the double-time rate if any work is performed as a result of the Engineer declaring an emergency for which they would be entitled to overtime.

ARTICLE 8: NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Summit County.

THEREFORE:

Section 8.1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sympathy strike, or any other interruption of operations or services of the Engineer by its members. When the Engineer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately and conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work.

Any employee found to be in violation of this provision shall be subject to disciplinary action and the only question before the Arbitrator shall be whether he or she did in fact participate in or promote prohibited activity.

Section 8.2. Should there be a violation of this Article, there shall be no discussion or negotiations regarding the difference or dispute during such times.

Section 8.3. The Engineer agrees that neither the nor the Engineer's officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, or other such action insofar as such performance is required in the normal and usual operation of the Engineer's services.

ARTICLE 9: HOURS OF WORK

Section 9.1.

A. The regular work week consists of forty (40) hours, beginning Monday A.M. and ending Friday P.M. Except for "seasonal scheduling", below, the regular work day consists of eight consecutive (8) hours, beginning at 7:30 A.M., and ending at 4:00 P.M. For seasonal scheduling needs (excluding snow and ice control season), with fourteen (14) day advance notice to the Union, the Engineer and/or his designee may reconfigure the regular work week. The term "seasonal scheduling" is defined as the season beginning the Monday after the Memorial Day holiday and ending the last week day prior to the Labor Day holiday. The Engineer will not request a staggered work week for seasonal scheduling needs under Sections 9.1 and 9.5 of the agreement except during the period beginning the Monday after the

Memorial Day holiday and ending with the last week day prior to the Labor Day holiday.

B. Should it be necessary to work a forty (40) hour work week in other than five (5) consecutive eight (8) hour days because of operational need, only straight time will be paid for the initial forty (40) hours an employee works. Further, the work week may be staggered except that staggering cannot cause an employee's regular work week to include a Saturday or Sunday).

C. There shall be a one-half (½) hour period for lunch from 11:30 A.M. to 12:00 noon provided this time period does not unduly interfere with the completion of a phase of a project in progress. An employee shall be given a fifteen (15) minute break during some period of the morning at a time designated by the Director of Public Service or his designated representative.

Section 9.2. Habitual tardiness and/or absenteeism shall be cause for disciplinary action. Bargaining unit employees must clock in and out for timekeeping purposes. Employees are required to clock in before starting time, when leaving at the end of the workday, and when leaving the premises for any personal reason during working hours.

Employees will be docked pay the exact number of minutes that they are tardy.

Section 9.3. The regular work day shall begin and end at the station to which the employee is assigned, when possible.

Section 9.4. As a condition of employment, it is understood and agreed that all employees are on twenty-four (24) hour call for emergencies.

Section 9.5.

A. The hours for all shifts to begin and end are as follows, unless the Union agrees to change during the term of this Agreement:

7:30 A.M.	to	4:00 P.M.
4:00 P.M.	to	12:00 A.M.
12:00 A.M.	to	7:30 A.M.

The terms of this Section 5 do not apply to "seasonal scheduling", as set forth in Section 1 hereof.

Section 9.6. Reasonable break-times are not to exceed fifteen (15) minutes in duration and shall continue for the term of the Agreement as established and practiced, provided operationally practical on a day to day basis. Reasonable wash-up time shall be provided

if operationally practical on a day to day basis.

Section 9.7. The Engineer agrees that to the extent reasonably possible and practical, whenever employees must be transported from an assembly point to a work site or from one work site to another and during inclement weather such as snow, the means of transportation shall be by enclosed vehicle.

ARTICLE 10: SICK LEAVE

Section 10.1. Crediting Sick Leave. All employees of the Engineer within the Union bargaining unit, shall be entitled and credited for each completed eighty (80) hours of service of sick leave of four and six-tenths (4.6) hours with pay, which shall be permitted to be accumulated in an unlimited amount.

Section 10.2. Charging Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 10.3. Uses of Sick Leave. Sick leave shall be granted to an employee only upon approval of the Engineer and for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee.

B. Death of a member of his immediate family. (Sick leave usage limited to five (5) working days).

C. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

D. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner. Verification shall be required from the licensed medical practitioner.

E. Illness, injury, or pregnancy-related condition of a member of the employer's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. (In case of a member of the immediate family not living in the same household, the Engineer may credit sick leave when he believes it justified, but such cases shall be carefully investigated).

F. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's family by an appropriate practitioner where the employee's presence is reasonably necessary. (In case of a member of the

immediate family not living in the same household, the Engineer may credit sick leave when he believes it justified, but such cases shall be carefully investigated). Verification shall be required from the licensed medical practitioner.

Section 10.4. Previous Accumulated Sick Leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 10.5. Transfer from Public Agencies. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

Section 10.6. Employees who retire under P.E.R.S. while employed at the Summit County Engineer's office with ten (10) or more years of service shall be paid as follows:

A. Employees of this bargaining unit shall be entitled to fifty percent (50%) of a maximum actual sick leave balance upon retirement not to exceed ninety (90) days.

B. In the event a regular full-time employee of the bargaining unit dies, his/her estate shall be paid such unused sick leave accumulation up to either qualifying provision as provided above.

Section 10.7. Identification and Definition of Immediate Family. The identification and definition of immediate family shall be:

Grandparents	Father
Brother	Mother
Sister	Father-in-law
Half-Brother	Mother-in-law
Half-Sister	Spouse
Brother-in-law	Child
Sister-in-law	Grandchild
Daughter-in-law	Son-in-law

A legal guardian or other person who stands in place of a parent. All in-laws are based on the employee's current spouse.

Section 10.8. Evidence Required for Sick Leave Usage. The employee shall be required to furnish a fully completed and signed Application for Leave form to justify the use of sick leave. Before an absence may be charged against accumulated sick leave,

the Employer may require proof of illness, injury, or death, or may require the employee to be examined by a physician designated by the Employer. The Employer will pay the cost of the examination. In any event, an employee absent for three (3) or more days must supply a adequate physician's certification to be eligible for paid sick leave.

Section 10.9. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid for the sick leave claimed. If an employee fails to submit adequate proof of illness, injury, or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence provided to justify the absence, such leave may, at the Employer's discretion, be considered an unauthorized leave and shall be without pay.

Applications for sick leave that are fraudulent will result in discharge and the employee will be required to refund the County for all salary and wages paid as a result of the fraudulent sick leave claimed.

Section 10.10. Notification by Employee. When an employee is incapacitated and is unable to report to work, he/she or some other person, shall, if physically able, notify by telephone, the Timekeeper, System, or other designated person at a reasonable hour prior to the regular starting time of a work day and every succeeding day of absence thereafter, unless he/she has a prolonged illness which the Employer is already aware of and has previously authorized. In the event the employee is not able to contact the Employer, his/her spouse, or other person residing with the employee may call in for the employee. Also, if the Engineer or his designee authorizes an absence due to an illness or funeral of an employee's immediate family, the employee is not required to telephone daily to report off. If such notification is not made, the absence may be charged to leave without pay. Upon receipt of such notice, the Payroll Department will continue the employee on the payroll, providing there is sick leave accumulation and await the filing of the doctor's certificate of approval or a written, signed statement which is filed within a time specified by these provisions.

The employee shall notify his/her supervisor as soon as possible, but no later than one (1) day, in advance of any pre-scheduled examination.

If the employee fails to file said licensed medical practitioner certificate or fully completed and signed Application for Leave form verifying illness, or if the Application for Leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from his/her next pay.

Section 10.11. Miscellaneous Provisions. A certificate from a licensed medical practitioner shall be accepted by the Engineer or his designee as satisfactory evidence of illness. A fully completed and signed Application for Leave form shall also be accepted, depending on the employee's work record and the circumstances as follows:

A. Repeated requests for sick leave evidenced by a pattern of absence may be cause for denial and/or disciplinary action.

B. The Engineer or his designee may reasonably investigate to determine if a written signed statement is for bona-fide illness. Requests may be denied or allowed depending on results of such investigation.

C. These provisions are to conserve the employee's sick leave accumulation for future time, when it may be badly needed by the employee, due to serious injury or prolonged illness and to facilitate management in having a full work force on hand each day.

D. In the event that an employee's application for sick leave is denied, notice will be provided to the employee within three (3) working days of the date of denial.

E. All un-excused occurrences of sick leave used before and after a holiday will be denied.

Section 10.12. Expiration of Sick Leave. If illness or disability continues past the time covered by earned sick leave, the employee may be granted a Leave without Pay at the discretion of the Employer. The employee will not receive or accrue any benefits during this period.

Section 10.13. Sick Leave While on Workers' Compensation. An employee absent from work because of a service connected occupational illness, or injury, as determined by the Industrial Commission, may result in the employee receiving Workers' Compensation payments in the following manner:

A. If an employee wants to have his sick leave reinstated and to be paid Workers' Compensation instead of the sick leave benefits that he has already received, he must follow the steps as outlined by the State of Ohio Bureau of Workers' Compensation.

B. When it becomes necessary, due to an on-the-job injury, for an employee to seek the services of a physician, he shall be paid the balance of the shift at his appropriate rate of pay, if the employee is unable to complete his shift. A foreman or other responsible individual is to be notified immediately of such accident and a Personal Injury Accident Report is to be made and submitted to the Engineer's office.

Section 10.14. Sick Leave Incentive. Good attendance incentive, in an effort to improve attendance the engineer will reward employees covered under this agreement with one (1) perfect attendance bonus day, for employees who do not use any sick leave other than the personal days described in Article XI, Section 11.3. The one bonus day

shall be used in the same manner as vacation. Employees who use eight (8) hours or less of sick leave in a calendar year (January-December) shall be rewarded with a bonus of eight hours of regular pay which will be added to their pay at the end of the calendar year.

Section 10.15. Employees who use sick leave in an un-excused manner will be subject to discipline under the following schedule in a calendar year:

7th occurrence	Verbal Warning
8th occurrence	Written Warning
9th occurrence	One (1) day suspension
10th occurrence	Three (3) day suspension
11th occurrence	Five (5) day suspension
12th occurrence	Termination

An un-excused absence is defined as sick leave used without documentation from the employee's attending physician, school principal (when an employee leaves work to pick up an ill dependent child) or without prior approval.

It is understood and agreed that employees will be charged with an occurrence for each unexcused use of sick leave. It is further understood that any unexcused use of sick leave for a consecutive time period is considered one occurrence. For example; an employee would only be charged one (1) occurrence for an unexcused absence of two (2) consecutive days.

Sick leave time for employees who have more than seven (7) occurrences will not be considered time worked for the purpose of the calculation of overtime.

Section 10.16. Forty (40) Hour Balance. Supervisors will closely monitor all sick leave balances. If an employee's accrued sick leave balance falls below forty (40) hours the supervisor, in his or her sole discretion, may meet with the employee and discuss the reasons for the low balance and the importance of preserving sick leave. Such meeting shall not constitute discipline.

Section 10.17 The Engineer may request that an employee take an examination, conducted by a licensed medical practitioner selected by the Engineer, at no cost to the employee, to determine the physical and mental capability to perform the essential duties of the position, and if found not capable by the practitioner, the Union and the Engineer shall meet to determine whether or not the employee shall immediately be placed on sick leave or disability leave. Such meeting shall take place as soon as possible after receipt of such licensed medical practitioner's report.

The Engineer reserves the right to have any employee submitted to a physical examination for the purpose of determining the employee's capability to perform his job

with the County Engineer. Upon request by the employee a copy of such report of the employee's physical examination will be provided to the employee. This medical report shall be considered confidential by the Engineer and will not be released to any other party without specific written authorization from the employee releasing this information.

ARTICLE 11: HOLIDAYS AND VACATIONS

Section 11.1. In addition to any other holidays declared by the County Council and the County Executive, all full-time bargaining unit employees of the County of Summit Engineer shall be granted the following paid holidays:

1st day of January	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	Washington-Lincoln Day
Last Monday in May	Memorial Day
4th of July	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
11th day in November	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving
24th of December	Christmas Eve Day
25th of December	Christmas Day

Employee's Birthday (to be taken within thirty (30) days of the employee's birthday)

A. Any employee within the bargaining unit who works on any holiday stated above (excluding the employee's birthday), shall be compensated in addition to the regular pay for that holiday in the following manner:

1. Excluding Christmas, employee whose regularly scheduled work week is not a Monday-Friday work week and who is required to work on any holiday observed by the Engineer, including any employee required to work on an observed holiday which falls during his/her regularly scheduled work week, shall receive holiday pay for the observed holiday and be paid at one and one-half (1½) times his/her regular hourly rate for all hours worked on the observed holiday. Employees who work on December 25 shall be compensated at double-time (2x) for hours actually worked on December 25, in addition to holiday pay for the observed Christmas holiday.

2. Any employee required to work a regularly scheduled work week whereby a holiday falls on his/her days off, but yet works or is credited in active pay

status for a forty (40) hour week, shall be compensated at the rate of time and one-half (1½) for one (1) eight (8) hour day of their forty (40) hours work week in addition to regular pay for all hours credited for in-active pay status.

B. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday.

C. Should a paid holiday occur during an employee's vacation period, said vacation shall be extended by an equal amount of days said holiday is observed.

D. An employee called in on emergency work on a holiday, shall be paid a minimum two (2) hours at the time and one-half (1½) rate in addition to their regular pay except for Christmas and New Years. Employees called in on Christmas and New Years shall be paid double-time (2x) in addition to regular pay. All other applications of holiday pay shall be paid as indicated above.

E. In order to receive holiday pay, the employee must work the day prior to, and the day after, said holiday, unless on previously scheduled and approved vacation status (not emergency vacation) for those days. Employees are permitted to utilize sick leave the day before and/or day after the holiday. However, a verified doctor's certificate will be admissible for the aforementioned days.

F. Personal days may be utilized for the day before and/or day after a holiday in order to be paid for the holiday.

Section 11.2. Vacations.

A. All regular full-time bargaining unit employees of the Engineer shall be granted and paid vacations after one (1) year of service as follows:

After years of completed service	Number of vacation weeks
1	Two (2) weeks (80) hours
5	Three (3) weeks (computed on the basis of 40 additional hours plus new accumulation rate of 4.6 hours per bi-weekly pay period.)
10	Four (4) weeks (computed on the basis of 40 additional hours plus new accumulation rate of 6.2 hours bi-weekly pay period.)
15	Five (5) weeks (computed on the basis of

40 additional hours plus new accumulation rate of 7.7 hours per bi-weekly pay period.)

B. **Seniority Scheduling and Sign-Up:** A vacation sign-up roster for the various stations, classification and crews, shall be circulated by the Engineer or his designee to permit employee the opportunity to bid for vacation days from the period of January 1 – January 31 each year. The employee's vacation bid requests will be granted or denied based n operational need and bargaining unit seniority. Vacation requests that are submitted after January 31 will be approved or denied based upon operational need and on a first-come-first-served basis.

C. Vacation Leave may be taken in increments of one hour or more during a regularly scheduled work day. Advance approval as required elsewhere in this Agreement of the immediate Supervisor is required in order to accommodate work scheduling or transportation to or from a work site. Employees may accumulate no more than three (3) years of Vacation Leave carry-over, which shall be paid to the employee upon retirement, resignation, termination, or to the employee's estate in the event of death along with any Vacation Leave earned for the year immediately preceding at the then current rate of pay. Employees who accumulate Vacation Leave in excess of the three (3) year maximum carry-over shall be paid for the excess Vacation Leave at the employee's current regular rate of pay at the end of said year. Employees may surrender any excess accrued Vacation Leave on an annual basis upon declaration of such intent not later than December 1 of each year of the Agreement. Employees who elect to surrender such Vacation Leave in excess of that accrued for a given year shall be paid for that Vacation Leave at the employee's current rate of pay.

D. **Use During Illness-Injury.** Employees may use vacation during periods of illness or injury with the approval of the Director of Public Service.

E. **Limits During Certain Periods.** All employees are limited to three (3) weeks vacation during the period from June 1 through August 31. In the event that an employee is dual rated and takes a vacation at times other than the period of premium rates, he/she will receive the premium rate of pay for vacation periods.

F. **Personal Days.** Full-time bargaining unit employees after completion of one (1) year of service shall be entitled to three (3) personal days (24 hours) per calendar year out of existing sick time accrued. The time off must be approved by the Employer and does not carry over for the next year. Unused personal leave remains as accumulated sick leave. The Employer will make every effort to grant to personal days when requested. Personal leave requests are granted or denied by the Employer based on operational need.

Two (2) Personal Days must be taken in eight (8) hour increments; four (4) hours of one (1) personal day must be taken in an increment of at least four (4) hours; and, the remaining four (4) hours of such day must be taken in increments of at least one hour. Personal leave cannot be carried over into the next calendar year. For the purpose of the paragraph, a calendar year is defined as the period of time from January 1, through December 31 of the same year. Employees desiring to use a personal day must notify their immediate supervisor or other person designated by the Engineer, prior to the start of the normal shift with exception for extenuating circumstances or emergency type situations.

Employees desiring to use a Personal Day must personally notify their immediate Supervisor of their request. If the immediate Supervisor cannot be contacted, such employee shall make personal notification to the Supervisor's designee of the planned absence of Personal Days. Such notification shall be made prior to the start of the normal work shift with exception for extenuating circumstances.

Employees desiring to use a personal day before or after a holiday are required to notify and receive approval from the Supervisor's designee at least twenty-four (24) hours in advance of the day for which a personal day is to be used or the holiday occurs, whichever comes first. In any event, the employee must receive approval prior to taking the personal day.

G. **Short term/short notice vacation.** Short term/short notice vacation must be pre-scheduled with the employee's Supervisor/Department Head no later than the end of the shift on the day before requested absence. The granting of such vacation must be with the mutual agreement of the Supervisor/Department Head and is subject to his/her sole discretion. If short term/short notice vacation requests are denied, subsequent use of sick leave is subject to disapproval. For purpose of the above, short term is generally defined as one (1) day.

Same day emergency vacation notice must be made to the Supervisor/Department Head prior to the start of the shift. The granting of emergency vacation request shall be subject to the approval of the Immediate Supervisor who may require that the employee submit written documentation and/or reasonable substantiation prior to approval. Employee may not request emergency vacation more than three times in a calendar year.

Any use of Vacation Leave, to include use of Personal Day time off, shall require that the employee submit an appropriate form documenting the request and use of same. In any event, the employee must receive approval prior to taking the personal day.

H. **Prior Service.** Prior service with the County of any political subdivision of the State shall be used in determining service credit for purposes of vacation

accumulation, pursuant to Ohio Revised Code Section 9.44. However, such service shall not be determined as seniority preference or credit.

ARTICLE 12: OVERTIME

Section 12.1. Overtime Hours Worked. All hours worked in excess of 40 hours per week, except as noted below, by bargaining unit employees shall be overtime. Unexcused sick leave will not be considered hours actually worked for the purpose of calculating overtime. For purposes of this Section 1 only, sick leave will be considered to be unexcused if a leave slip is not provided be the end of the pay period in which the sick leave was used or seven calendar days following the sick leave use, whichever is later. Sick leave that the Employer requires an employee to take will be considered excused sick leave. Overtime will be paid at the time and one-half (1½) rate. Overtime shall only be allowed upon authorization of the Engineer. Employees are expected to report for overtime work as part of their duty.

Section 12.2. Compensatory Time. Employees may elect to accrue compensation time in lieu of overtime paymet for all overtime hours worked. Such compensatory time shall accrue at the rate of one and one-half time (1 ½) the employee's regular base hourly rate. The amount of compensatory time that an employee may accrue in any contract year is eighty (80) hours. The hours remaining at the end of the contract year will be paid to the employee at their regular rate. For any compensatory time taken, the minimum will be in one (1) hour increments. The taking of compensatory time taken must be authorized and pre-scheduled with the employee's supervisor/department head no later than the end of the shift on the day before the requested absence. Compensatory time will not be granted during snow and ice season.

Section 12.3. Call-Back, Overtime. An employee called for emergency work during his/her normal off duty hours and more than two (2) hours prior to the start of his or her scheduled shift shall be guaranteed at least three (3) hours pay at the applicable rate. In the event the employee completes his/her call-out work in less than the three (3) hour guarantee, he/she may choose to return to his/her place of residence.

Section 12.4. Work Extended Past Normal Hours. An employee whose work extends past his/her normal work quitting time upon direction of his/her Supervisor, and said work is for one-half (½) hour of work or less, shall be guaranteed a minimum of one-half (½) hour of overtime pay. If the work extends beyond one-half (½) hour, the employee shall be paid the appropriate rate of pay for actual hours worked.

Section 12.5. Posting of Overtime.

A. A written record of overtime hours worked and/or charged to each employee shall be posted on bulletin boards for those employees in their respective stations to

examine. Overtime work shall be distributed as equally as possible to employees working within the same job classification and the variance of overtime hours shall not exceed sixteen (16) hours at the end of each calendar year if at all possible. Overtime rosters shall be posted and updated within thirty (30) days after signing of this Agreement and on November 1st, of each year of the Agreement. Charged overtime will revert to zero (0) as of November 1st of each year of the Agreement.

B. On or before September 30 of each year, employees will complete a form provided by the Employer and returned to the employee's supervisor which includes a primary and secondary (if available) contact number that can be used to contact the employee for overtime for the following twelve month period. Either contact number can include a pager or cell phone issued by the Employer. Employees are responsible for updating this information with their supervisor.

Section 12.6. Charging Seasonal, Temporary, Etc. Seasonal or temporary, part-time employees shall not be called or assigned overtime bargaining unit work. Probationary employees may be called or assigned overtime bargaining unit work if deemed qualified, and after all other qualified full-time bargaining unit employees are exhausted. A new employee after completing his/her probationary period, shall be charged with the average number of charged overtime hours worked in their classification and the employee's name shall be placed on the overtime list at the stations assigned to.

Section 12.7. Charging Regular Overtime.

A. An employee called in for overtime outside of working hours, asked to work overtime following the end of the employee's shift or asked to come in before the employee's shift for overtime work who refuses said overtime will be charged with the number of overtime hours the same as if he had worked. Employees on pre-scheduled leave are not subject to overtime call out. Until the start of the employee's next shift that they are scheduled to work. If an employee subject to overtime call out refuses such call out or does not return the Engineer's call, the employee will be charged the hours refused in accordance with Section 6 hereof.

B. Employees who call in on Sick, Personal or Emergency Vacation Leave may elect to be available for overtime call out. Employees who call in on Sick, Personal, or Emergency Vacation Leave will be subject to overtime call out until the start of the next regularly scheduled shift, unless the employee verbally notifies the Employer of the employee's unavailability. However, the employee may only elect to be removed from the overtime list on three occasions from November 1 through April 1 for weekend work.

C. If the overtime call out is within four (4) hours of the next regularly scheduled shift, the employee with the least amount of overtime from that shift will be called out. If there is not an adequate number of employees available from the next

regularly scheduled shift, the overtime call out will proceed to the employee with the least amount of overtime.

D. If the Engineer reaches an answering machine, voicemail, or a person other than the employee, the Engineer's employee will leave a message asking the employee to call back for the overtime opportunity. If the Engineer cannot leave a message for the employee because the employee does not have an answering machine or voicemail, the Engineer will not be responsible for leaving a message. After leaving a message for the employee or being unable to leave a message for the employee, the Engineer will attempt to contact the employee using the employee's second contact number (if one has been provided) and follow the same procedure set forth above for leaving a message. After calling both of an employee's contact numbers and leaving a message at each number for the employee or being unable to leave a message for the employee the Engineer will continue down the list of eligible drivers according to the drivers with the least amount of overtime hours to obtain a sufficient number of drivers to perform the work. If the employee does not return the Engineer's call within one (1) hour, the employee shall be charged the hours as if he or she would have worked. If the employee returns the call within one (1) hour and is not needed to work, the employee shall not be charged the hours. If the employee returns the call and is unable to report at the time but agrees to report for a later shift and does so, the employee shall not be charged for the original call.

E. In addition to the foregoing, employees who refuse overtime call-out opportunities for snow and ice control work during snow and ice control season, November 1 – March 31, or fail within one (1) hour to return a call to work overtime repeatedly, during snow and ice control season, November 1 – April 1, will be subject to the following progressive discipline:

Overtime Refusal or Failure to Return Call	**Discipline**
8th Occurrence*	Verbal Warning
9th Occurrence*	Written Warning
10th Occurrence*	½ day suspension
11th Occurrence*	Full Day Suspension
12th Occurrence*	Three Day Suspension
13th Occurrence*	Five Day Suspension
14th Occurrence*	Termination

*For purposes of this Section, "occurrences" will be counted during a five month period commencing on November 1 of each year under this Agreement and ending on March 31 of the following year. Occurrences will also not include and employees will not be charged overtime hours for instances where an employee's refusal to accept overtime is supported by documentation of illness

by a physician or healthcare professional within 10 calendar days of the refusal. An employee will not be charged with more than one occurrence under this Section in a 24 hour period.

If there is a twenty percent reduction in the number of employees assigned to primary and secondary snow and ice control duties from staffing levels at the effective date of this Agreement, the number of occurrences needed to trigger employee discipline under this Section will increase by the same percentage as staff assigned to primary and secondary snow and ice control duties has decreased. The minimum per occurrence increase under this Section will be one occurrence.

Section 12.8. Snow and Ice Control. In the event that the Engineer cannot contact a sufficient number of regular drivers, the Engineer shall use a Voluntary Extra Drivers List provided and agreed to by the Union and Management and in compliance with quality and training of Equipment Operator II classification. The list is to be used when a sufficient number of drivers cannot be contacted for snow and ice control. Under no circumstances shall equipment be operated by extra drivers for any reason other than for snow and ice control.

Voluntary extra drivers shall be assigned designated stations so that Supervisors know whom to call and that they are familiar with the District. If the designated driver cannot be reached, the Engineer may assign any voluntary extra driver to any station depending on operational needs.

In the event that an emergency exists due to the non-availability of regular drivers and the voluntary extra drivers list, the Engineer may assign a qualified Supervisor to snow and ice control but shall continue to attempt to obtain regular drivers to do the bargaining unit work.

Section 12.9. As an incentive during the snow and ice control season, the Engineer agrees to pay a thirty (30) minute travel time to any employee classification to be added to the end of the employee's overtime shift to be paid at the applicable rate. If the employee is used for less than two (2) hours, there is no travel time to be paid. If the employee is used for more than two (2) hours, the travel time is to be paid.

Whenever possible, the Engineer shall assign employees to stations nearest their home for better response time in emergency situations, depending upon operational needs.

If an employee who is the next eligible employee for overtime, is passed over for said opportunity, the Engineer will offer the employee the next available overtime opportunity.

Section 12.10. Overtime Hours Extending to Regular Hours. Any employee who has worked during the night and works into his regular scheduled shift, may be relieved from

working the regular work hours the following day; but if he wishes to work and the Foreman deems him/her to be physically fit, he/she shall be permitted to do so. In the event the Foreman will not permit said employee to work said employee shall be allowed to use sick leave if available.

Section 12.11. Limitations. No employee, however, shall be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period, nor shall he be called back to work for at least eight (8) hours after being relieved from his/her sixteen (16) hour duty. In the application of the above, the work begins at 12:01 A.M. and ends at 12:00 midnight.

Section 12.12. Application for Leave. An employee requesting leave must complete the "Overtime Availability" section of the Application for Leave form to identify the time periods he/she is available for overtime call-out while on leave.

ARTICLE 13: CLASSIFICATIONS

Section 13.1. Classifications. All bargaining unit employees shall be classified and paid the rate of pay included in this Agreement for their classification. However, the job descriptions set forth herein are not included within the Summit County Employee Classification Plan.

Section 13.2. Any employee required to fill temporarily the place of another employee in a higher classification for any workday, shall be paid the higher rate of such classification for that day but with pay to the nearest hour but not less than four (4) hours. However, when an employee of a lower classification only ASSISTS an employee of a higher classification, the lower classified employee shall continue to receive the rate of pay of his/her regular classification.

Section 13.3. Working in Lower Classifications. Any employee required to fill temporarily the place of an employee in a lower classification, shall not have his/her rate of pay reduced for such temporary work, but shall continue to receive the rate of pay for his/her regular classification. This section is not intended to apply to an employee who is demoted.

Section 13.4. Classifications and Employees Permitted to Operate Equipment. Only qualified bargaining unit employees may operate equipment which is in production in accordance with the provisions of this Agreement except as provided under Article 2, Section 2.3 (D). In any case of operational emergency (including unscheduled absences) this Section 4 shall not apply and other qualified (satisfactory completion of Equipment Operator II training) bargaining unit employees may be required to operate equipment which is not included within their job classification.

Section 13.5. New or Changes in Classifications. The Engineer shall maintain

current job descriptions on all bargaining unit employees in the office of the Personnel Director. The Union and employees shall have reasonable access to such descriptions and copies, when requested, at no charge. Prior to any changes in existing classification job descriptions concerning bargaining unit employees, the Union and Engineer shall meet and negotiate such changes.

In the event of the creation of a new classification, the Union and Engineer shall meet and negotiate the job description to the extent it affects the Terms and Conditions of Employment.

Section 13.6. This Article shall not be used to circumvent the filling of a permanent vacancy.

Section 13.7. All employees in positions requiring a Commercial Drivers License will have snow and ice control duties included in their job description as an essential function of the job.

Section 13.8 Work Assignments. Any employee shall accept the job assignment given him/her except that of a Supervisor's/Foreman's position duties. After completing the assignment, the matter may be referred to the grievance procedure if the employee believes there is a grievance. Seniority shall not allow an employee to choose for whom he/she shall work or what equipment he/she shall operate within his/her proper classification.

ARTICLE 14: SENIORITY

Section 14.1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment within the bargaining unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment. Bargaining unit seniority will be transferable between the Service Maintenance and Clerical Technical units.

Section 14.2. Posting of Seniority List. A seniority list shall be posted within thirty (30) days from the signing of this Agreement and to be kept current by the Engineer and on/or about April 1 of each year of this Agreement. In addition, the Employer will post a classification seniority list that will only be used to select shift assignments. A copy of both will be forwarded to the Local President.

Section 14.3. Classification seniority will be defined as length of service in a classification. Classification seniority will only be used to select shift assignments.

Section 14.4. An employee's seniority shall be terminated when one or more of the following occur:

A. He resigns;

B. He is discharged for just cause;

C. He is laid off for a period of time exceeding 24 months;

D. He retires;

E. He refuses a recall or fails to report to work within ten (10) calendar days from the date the Employee receives the recall notice pursuant to the Layoff and Recall provisions of this Agreement.

Section 14.5. An employee who is unable to work because of a service connected disability or injury, or who is on official leave status, shall continue to accumulate seniority during such periods. Medical evidence may be required for injury and service-connected disabilities.

Section 14.6. Any employee who is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but not accumulate additional seniority after the date of said promotion or transfer. If the Employer, through a promotion or demotion, returns an employee to a job within the bargaining unit, such employee will be restored to the seniority list with seniority determined according to this Article.

Section 14.7. Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall instead be placed at the bottom of any seniority list for his or her bargaining unit classification.

ARTICLE 15: LAYOFF/RECALL

Section 15.1. Notice. Whenever the Engineer determines that it is necessary to reduce the number of employees in the department, due to a lack of funds or lack of work, all affected bargaining unit employees and the President of the Local Union shall be notified in writing at least fourteen (14) calendar days in advance of the effective date of such layoff. The Engineer shall also provide the President of the Local Union supporting documentation of such lack of work or lack of funds.

Section 15.2. Order of Reduction. The Engineer shall determine the classifications within any classification series as indicated in attached Exhibit #1 and the number of employees to be affected by the layoff. The following order of reduction will be implemented within the appropriate classification series: casual, seasonal, intermittent,

temporary, part-time, full-time probationary and full-time regular. Employees shall be laid-off in accordance with this order and in inverse order of bargaining unit seniority within each affected classification.

Section 15.3. Displacement Rights. An employee who is displaced by a reduction in the work force may exercise his seniority to bump an employee with the least seniority within the same classification or if he has the least seniority he may bump an employee within the same classification series. In no case may an employee bump up to a higher pay rate. Any employee displaced from his classification under the procedures of this Article may elect to take the layoff rather than exercise his bumping rights. Any employee affected by layoff who wishes to exercise bumping rights must so notify the Engineer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 1 of this Article or will be deemed to have elected to take the layoff.

Employees shall make their notification to the Personnel Director on a Notice of Displacement form attached as Exhibit #2; a copy of which will be forwarded by the Engineer to the President of the Local Union. Employees must be qualified for any position being displaced in order to be eligible for displacement rights.

Section 15.4. Recall Rights. Employees laid off under this Article shall be entitled to be recalled to a vacancy which may thereafter occur in their former classification by seniority. Affected employees shall retain such rights for a period of twenty-four (24) months after their layoff provided they report their continued availability to the Engineer every six (6) months by certified mail, return receipt, on the attached Recall Availability Form, Exhibit #3. Notice of recall by the Engineer shall be sent to the employee's last known address on file provided by the employee to the Engineer by Certified Mail, return receipt. Except for illness or injury, verified by the employee to the Engineer, by a medical statement certifying his inability to return to his position, failure of an employee to report to his position with the Engineer within ten (10) calendar days of receipt of the recall notice or from return of the unclaimed, refused, or otherwise undeliverable Certified Mail, shall constitute forfeiture of the employee's right to recall. Failure of an employee to report under this Section due to illness or injury within thirty (30) calendar days of notification shall also constitute forfeiture of his right to recall at that time, but the employee shall remain on the recall list under the terms of this Article.

Section 15.5. Employees placed on lay-off may request to receive payment for earned but unused vacation benefits.

Section 15.6. Voluntary Layoff. When the Employer elects to reduce the work force by layoff or position abolishment and one (1) or more employees in the affected classification(s), regardless of seniority, desires to take a voluntary layoff, the layoff may be granted under the following conditions:

A. The volunteer with the most seniority shall be laid off first;

B. Employees who are placed on voluntary layoff will receive recall rights in accordance with the above Section 15.4.

ARTICLE 16: HEALTH AND SAFETY

Section 16.1. The Engineer and the Union agree the safety of the employee is the mutual concern and duty of both parties. The Union and all bargaining unit employees shall cooperate with the Engineer in abiding by and complying with all applicable federal and state safety statutes, rules or regulations, and practices necessary to maintain a safe and healthful workplace. The Engineer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees.

Section 16.2. The Engineer shall provide at no cost to bargaining unit employees equipment, such as hardhats and safety vests, he deems necessary and essential to maintain a safe and healthful workplace. It shall be mandatory for all employees to wear and use the safety equipment provided by the Engineer. Any failure to wear and use such safety equipment by any employee shall be just cause for discipline up to and including discharge in accordance with the provisions of this Collective Bargaining Agreement.

Section 16.3. Adequate first aid equipment shall be provided.

Section 16.4. The Engineer shall recognize the Union Safety Committee to be comprised of members selected by the Union. The Union Safety Committee will meet quarterly with the Engineer or his designated Safety representative to recommend safety policies or practices to the Engineer to provide support for a strong safety program. The Union Safety Committee shall suffer no loss of pay or benefits for attendance at such meetings.

Section 16.5. All employees shall promptly report any unsafe condition to their Supervisor. If the Supervisor fails to reasonably correct such condition, the Union Safety Committee may request to meet with the Engineer in an attempt to resolve the matter.

Section 16.6. All employees involved in an accident on the job shall immediately report such accident to their Supervisor and shall complete a personal injury report, Accident Report or other incident report as appropriate and provide same to their Supervisor as soon as possible. Such report forms shall be available through the employee's Supervisor. Affected employees shall be provided a copy of said report(s) once fully completed and upon the employee's request.

ARTICLE 17: HOSPITALIZATION AND LIFE INSURANCE BENEFITS

Section 17.1. The Engineer shall provide all employees, covered by this Agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical and prescription drug benefits. Optional plans may be offered, however Employees will be required to pay the cost of the premium contributions of those plans.

Section 17.2. Life Insurance. The Engineer will provide each eligible employee a term life insurance policy in the amount of $20,000.

Section 17.3. All employees who receive benefits will pay ten percent (10%) of the premium costs through payroll deductions unless they choose an Employer offered optional plan.

Section 17.4. The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to all full time bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable federal and state laws. Effective the first month following signing of this Agreement, contributions shall be made monthly at the rate of forty dollars and seventy-five cents ($40.75) per month for each bargaining unit employee. For purposes of itemization only, the $40.75 reflects the cost of Life Insurance I ($7.50), Vision I ($6.75), Hearing Aid Benefits ($.50) and Dental II ($26.00). This itemization is for informational purposes only and the Employer only agrees to the contribution amount and does not guarantee the allocation of the costs.

Section 17.5. Employees who provide proof of other coverage, excluding a spouse's Summit County insurance coverage, and who elects to have no County insurance coverage, will receive a coverage waiver payment of fifty dollars ($50.00) per month. An employee who receives Summit County insurance from a spouse also working for the County is not eligible for the incentive set forth in this section.

ARTICLE 18: RATES OF PAY

CLASSIFICATION DESCRIPTIONS

Section 18.1. Step-Starting. There shall be two (2) possible rates of pay, the starting or base rate, and the post-probationary rate. No employee shall start at any rate other than the starting rate.

Section 18.2. Post-Probationary Rate. All employees will receive their classification base rate of pay upon starting to work. Upon successful completion of the employee's 180 day probationary period, an additional increase per hour will be granted per rate schedule. Upon promotion to a higher classification, the employee shall be paid the base

rate or the appropriate post-probationary rate, whichever is the next higher increment of pay.

Section 18.3. Snow and Ice Control Rate. Employees (except employees of the Crew Leader Classification) who perform driving duties for Snow and Ice Control, as identified by their immediate Supervisor, shall receive fifty cents ($.50) per hour differential over their current rate of pay for Equipment Operator II. Employees who work in a higher classification and volunteer for the Extra Drivers List to perform Snow and Ice Control driving duties shall be paid fifty cents ($.50) per hour differential above their regular rate of pay. Employees who work in a lower classification and volunteer for the Extra Drivers List to perform Snow and Ice Control driving duties shall be paid the Equipment Operator II rate of pay plus the fifty cents ($.50) per hour differential pay. All differential, or premium, pay is for actual hours worked as a driver for Snow and Ice Control.

Section 18.4. Classification Pay Rates. Effective upon ratification by the bargaining unit of this Agreement and notification to the Engineer, bargaining unit employees covered under this Agreement shall be paid the hourly rate for their classification as shown in the Schedule of Compensation Rates, Appendix "C":

Compensation Rates:

A. All classifications shall be paid the applicable rate as stipulated in Appendix "C" – Schedule of Compensation Rates.

B. All classifications shall be increased by zero percent (0%), effective April 1, 2012.

C. The Employer and the Union will meet 30 days prior to April 1, 2013 or at a mutually agreed upon time for the purpose of discussing the sole issue of wages for the second year of the contract.

D. The Employer and the Union will meet 30 days prior to April 1, 2014 or at a mutually agreed upon time, for the purpose of discussing the sole issue of wages for the third year of the contract.

E. EOII's will receive $0.25 per hour when operating the tank (water) truck. EOII's will receive $0.50 per hour when operating the grader.

   Mechanics & Welder will receive an additional $0.10 per hour increase for each ASE and/or welding certification to a maximum of five (5) certifications.

Section 18.5. Truck drivers operating from district stations shall serve as Laborer in Charge and shall lead other same or lower classifications working with them. The Laborer in Charge shall perform such duties under the general direction of his/her Supervisor and as part of his/her job description without any pay supplement.

Section 18.6. Classification Job Descriptions as agreed to by the Engineer and the Union shall be maintained on file in the office of Director of Public Service. Signed record copies of each job description shall be maintained and kept by the Personnel Director of the Engineer, and by the President of the Union.

ARTICLE 19: DISCIPLINARY PROCEDURE

Section 19.1. No bargaining unit employee shall be reduced in pay, or position, suspended or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, habitual absenteeism, habitual tardiness, felony conviction, active drug use, or other failure of good behavior and any discipline must be for just cause.

Section 19.2. Disciplinary action shall be applied in a corrective, progressive and uniform manner including one or more verbal or written warnings, one or more suspensions without pay before termination from employment except in cases of gross misconduct where immediate action must be taken by the Engineer. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 19.3. The Engineer shall forward to the Union President or his designee and the unit's Chief Steward, a copy of any disciplinary action taken against any bargaining unit employee who is a member of the Union, within twenty-four (24) hours after such action.

Section 19.4. All records of disciplinary actions shall cease to have force and effect eighteen (18) months after the effective date of such disciplinary actions provided that the same or similar offense has not re-occurred during the interim period. Those disciplinary actions no longer in force and effect will be removed from the personnel file upon written request, of an entitled employee, to the Personnel Director.

Section 19.5. If a holiday observed by the Engineer occurs during a period of suspension, the holiday shall be considered as one of the suspension days provided for in the disciplinary action and the employee will not be paid for the holiday.

Section 19.6. Bargaining unit employees shall not be used in the issuing of any type of disciplinary actions taken against other bargaining unit employees.

Section 19.7. Any disciplinary action which involves the suspension or discharge of a bargaining unit employee may be grieved beginning at Step 3 by such employee in accordance with the grievance article of this Agreement. The Union shall not process the grievance on the employee's behalf for such discipline without the employee signing such grievance.

Section 19.8. Disciplinary actions affecting bargaining unit employees may only be appealed through the grievance procedure in accordance with the provisions of Article XX of this Agreement and may not be appealed to the State Personnel Board of Review.

Section 19.9. When the Engineer determines that an employee may be subject to discipline which could result in a loss of pay, the affected employee and Local Union President or the employee's bargaining unit Chief Steward shall be so notified in writing and may, within forty-eight (48) hours of receipt of said notice, file a written request signed by the employee with the Engineer for a pre-disciplinary due process hearing. The signed form, which is to be developed by the Engineer, will be returned to the Engineer. A pre-disciplinary hearing will then be scheduled between the Engineer and Union. The employee shall have a right to be personally present and may waive his/her right to Union representation. In the event that no such request is timely filed, the employee will be deemed to have waived his right to such hearing. However, such waiver does not negate the employee's or the Union's right to due process under the Grievance Procedure herein.

Section 19.10. In the event that an employee may be disciplined, the Engineer or his designee shall call for a Union representative, if requested by the employee, before beginning discussions or before any other action is initiated against said employee.

Section 19.11. There shall be no reduction in pay or time lost as a result of a suspension until after the pre-disciplinary hearing and the Engineer upholds the discipline.

ARTICLE 20: GRIEVANCE PROCEDURE

Section 20.1. The "Grievance Procedure" is a formal mechanism and the term "grievance" shall mean an allegation by a bargaining unit employee or the Union as to any dispute or that there has been a breach, misinterpretation or improper application of the expressed provisions of this Agreement. The grievance procedure shall also be intended by the parties herein to secure as promptly and at the lowest possible level, equitable solutions to those problems and misunderstandings which may arise in the day-to-day activities of public employment. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement for those matters not covered by this Agreement. The following grievance procedure shall constitute the sole and exclusive procedure and method for resolving grievances between the parties under the terms of this Agreement.

Section 20.2. A formal grievance shall be reduced to writing on a grievance form to be mutually agreed upon by the Union and the Engineer and must contain the following information to be considered under the grievance procedure:

A. Aggrieved employee's name and signature;

B. Date and approximate time of the event(s) giving rise to the grievance;

C. Description of the incident(s) giving rise to the grievance;

D. Date grievance was filed with Engineer;

E. Specific Article(s) and Section(s) of the Agreement violated;

F. Remedy requested to resolve the grievance.

Section 20.3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

All time limits on grievances may be extended upon mutual consent of the parties in writing. Grievances withdrawn by the Union in writing or determined by the Union not to be advanced to the next step of the grievance process by permitting the time requirements to lapse shall be considered as formally withdrawn by the Union on a non-precedent basis.

Section 20.4. It is the mutual desire of the Engineer and the Union to provide for the prompt adjustments of grievances, with a minimum interruption of work schedules. Every responsible effort shall be made by the Engineer and the Union to affect the resolution of a grievance at the earliest step possible. Toward this objective, the following procedure must be observed:

In order for an alleged grievance to receive consideration, the grievance must be identified as such and presented in writing within five (5) working days after the occurrence of the incident giving rise to the grievance or after it becomes known, but in no event more than thirty (30) days after the occurrence. If the grievance is not filed in a timely manner, it shall be deemed untimely.

Step 1. An employee who has a formal grievance, or his/her authorized Union representative if he/she so requests, shall submit the grievance in writing to his/her immediate supervisor in accordance with the terms and conditions as contained in this Article. The immediate supervisor shall investigate the matter, may be assisted by other management personnel, and shall hold a meeting with the employee and the Local Union Steward. The immediate supervisor shall schedule a meeting within five (5) working days following the day on which the supervisor was presented the grievance. The supervisor shall have five (5) days following the meeting in which to answer the grievance by giving a written response to the employee and the Union representative.

Step 2. If the employee, the Union representative, and the immediate supervisor are unable to resolve the grievance at Step 1, the grievance may be processed to Step 2 of the procedure. The grievance must be presented to the Director of Public Service by the Union in writing within five (5) working days following the immediate supervisor's response. A meeting shall be held between the grievant, his Steward, and the Director of Public Service. The grievant and Union shall be provided with an appropriate written answer to the grievance within five (5) working days following the date the grievance was presented at this Step or within five (5) working days following any meeting held at this Step of the procedure.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the grievance to the Engineer and/or his designated representative within five (5) working days following the Step 2 answer or meeting. The Engineer or his designee shall hold a meeting with the grievant, the Union representative and Ohio Council 8 representatives. The grievant and Union shall be provided with a written answer to the grievance within five (5) working days of such meeting by giving a copy to the grievant, the Union representative, and representatives of Ohio Council 8.

Step 4. Any grievance concerning any unresolved question or dispute regarding the conditions of employment or as to the interpretation, application of, or compliance with any provisions of this Agreement which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be submitted to arbitration.

Section 20.5. Final and binding arbitration may be initiated by the Union by serving upon the Employer a notice in writing of an intent to proceed to arbitration within ten (10) working days upon receipt of the Employer's Step 3 written decision. Said notice shall identify the grievance or grievances, the department, and the employee involved. The Union shall, within fifteen (15) working days following its notification to the Employer that it intends to arbitrate a grievance, meet with the Employer to select an arbitrator from the permanent panel of arbitrator's contained herein. In the event the Union has not met and selected an arbitrator within the fifteen (15) working days following its notification of intent to arbitrate an grievance, the grievance and previous arbitration demand/notice shall be deemed withdrawn and the Step 3 response by the Employer shall be the final answer. In the event the arbitrator is unable to schedule a hearing within a thirty (30) day period, the parties may select another arbitrator. The arbitrator shall not have the authority to add to, subtract from, or modify such expressed terms and provisions of the Agreement, and the arbitrator's decision shall be final, conclusive and binding on the Union and the Engineer.

Section 20.6. All expenses which may be involved in the arbitration proceedings,

including all costs directly related to the services of the Arbitrator shall be borne by the losing party. In the event of a split decision, the costs will be evenly divided between the parties. However, expenses relating to the calling of witnesses outside the employ of the Engineer, or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Any bargaining unit employee whose attendance is required for the hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 20.7. Where a work day appears in this Article, it shall be interpreted to mean the days of Monday through Friday, excluding Holidays, regardless of the employee's schedule.

Section 20.8. The Union official or representatives of the Union shall have the right to file a policy or group grievance which affects all or a substantial group of employees or more than one (1) employee by filing such grievance at the step at which the policy or group grievance originated.

Section 20.9. When an employee has initiated a grievance and does not wish to be represented by the Union, the Union shall have the opportunity to be present at the adjustment without intervening, and such adjustment shall not be inconsistent with the terms of this Agreement.

Section 20.10. The permanent panel of arbitrators shall consist of the following arbitrators:

1) Rob Stein; 2) Virginia Wallace-Curry; 3) James Mancini; 4) Dennis Byrne; 5) Jonathan Klien

Section 20.11. The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The parties also agree to utilize the Federal Mediation Conciliation Service (FMCS) for the purpose of mediation. Should mediation fail to resolve the issue the parties shall meet within ten (10) working days to select an Arbitrator. The Mediator/Arbitrator will not be eligible for selection to hear the arbitration.

ARTICLE 21: VACANCIES/PROMOTIONS/PROBATIONARY PERIODS

Section 21.1. New Hire. Every newly hired employee will be required to serve a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Engineer's Department and shall continue for a period of one hundred eighty (180) days excluding time spent on leaves of absence.

Any new employee who does not perform satisfactorily during the probationary period will be released from the employ of the Engineer without right of appeal. The probationary period may be extended upon the mutual consent of the Engineer and the Union.

Upon successful completion of probationary period, seniority shall start from the first date of hire, and probationary periods shall not affect new employee's eligibility for Union membership.

Section 21.2. Promoted Employees. Any bargaining unit employees promoted shall serve a probationary period of ninety (90) calendar days excluding leaves of absence, such as Sick Leave. Upon promotion to a higher classification, the employee will be paid the base rate or the appropriate post-probationary rate, whichever is the next higher increment of pay. After probation, pay will be at the post-probationary rate for the held position. If the bid is to a lesser position, the rate of pay is at the former position during the probationary period. After probation, the rate of pay is at the post-probationary rate for the new position.

Section 21.3. Failure of Probationary Periods. A newly hired employee may be terminated without right of appeal during the probationary period.

A promoted employee failing to successfully complete his/her promotional probationary period of ninety (90) calendar days shall be returned to his/her former position classification and shall be advised of the reason(s).

Section 21.4. Filling Vacancies. Employees will be given an opportunity to fill any vacancy of existing classifications of the Engineer or any newly created jobs, as declared by the Engineer, provided he/she meets the minimum qualifications for such position. Notice of such vacancies will be posted at least seven (7) working days before the closing date for submitting applications and employees who wish to be considered for the posted job must file written application with the Engineer by the end of the posting period. Selection will be made on the basis of skill, ability to perform the work involved, seniority, and each employee's past performance, experience, and attendance. Where the Engineer determines that two (2) or more applicants are equal in qualifications, then seniority as defined in Section 1, shall govern and the most senior qualified applicant will be awarded the vacancy. Postings shall be uniformly and consistently administered for any vacancies for the term of the Agreement.

The Engineer shall notify all applicants within twenty (20) working days after the closing of the bid procedure of his/her selection to fill the vacancy. Said vacancy shall be filled within a reasonable period of time thereafter, in accordance with operational needs.

Should additional vacancies occur in this classification within six (6) months of the closing date, the Engineer may choose to fill the position from this eligibility list or to rebid.

Section 21.5 In case of a temporary vacancy due to illness, injury, vacation, leave of absence, etc., the Engineer or his designee may appoint any qualified employee to fill such vacancy temporarily without the posting of a notice of vacancy.

Section 21.6. The Union President or his designee shall be given a copy of any and all postings either prior to or on the day of such postings for job vacancies that are placed on the bulletin boards. The Union President or his designee shall also be provided a copy of the bid award.

Although non-bid jobs in Section 21.4 are filled solely at the discretion of the Engineer, the Engineer will provide the Union with notice of non-bid vacancies.

ARTICLE 22: CONVENTIONS - CONFERENCES

The Union President shall be permitted by the Engineer time off, up to a maximum of ten (10) working days cumulatively, without loss of pay, to attend Union conventions or Union conferences. The selection of such other Union members for attendances at defined Union functions is at the discretion of the Union. Other than for the Union President, any combination of other Union employees selected to attend such Union functions shall not exceed ten (10) days altogether in any year of the Agreement. Such time off is for each year of the Agreement and is non-cumulative; time off not taken shall not be carried forward to another year. In order for such a request to be considered, the Union must provide acceptable documentation to the Engineer twenty (20) days in advance of the days requested.

ARTICLE 23: EXTRA CONTRACT AGREEMENTS

It is agreed that any or all verbal and written agreements which add to or amend or delete the provisions of this Statement of Agreement shall be negotiated by the Engineer or his designee and the President of Local 1032 or his designee and at least two (2) other members of the Executive Board of Local 1032, and a representative from Ohio Council 8. Any verbal or written agreements that do not meet the above criteria are null and void. This provision shall not be interpreted to encompass or alter the recognition clause or Management Rights clause of this Statement of Agreement.

ARTICLE 24: CONTRACTING OUT

The Engineer reserves the right to contract or subcontract out projects; however, such contracts shall not jeopardize the employment of current employees in the bargaining unit, and shall not shorten or curtail the employees' current work week, rate of pay or overtime opportunities providing such employees are qualified to perform the work.

Bargaining unit classifications shall not be eroded as the result of such contracting out.

ARTICLE 25: LEAVES OF ABSENCE (WITHOUT PAY)

Section 25.1. Employees are subject to the Summit County Family Medical Leave policy.

Section 25.2. The authorization of all other leaves of absence without pay is a matter of administrative discretion and may be granted by the Engineer for a maximum duration of six (6) months for any personal reason of the employee including health or illness and may be renewed or extended by the Engineer for an additional six (6) months. Such requests for leave shall be in writing, and shall be accompanied by a licensed medical practitioner recommendation if for health or illness, and shall state the specific purpose and prognosis for such leave.

An employee may be granted, at the discretion of the Engineer, leave of absence for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the Engineer by improved performance of any level, or voluntary service in any governmental sponsored program of public betterment. Upon completion of such leave of absence, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Engineer. Failure to return to duty within three (3) working days of the completion of an agreed leave of absence shall be considered as just cause for discharge or automatic resignation.

If it is found that such leave is not actually being used for the stated purpose, the Engineer may cancel the leave and discipline the employee up to and including discharge in accordance with the provisions of this Collective Bargaining Agreement.

Section 25.3. A short term leave of absence without pay shall be one (1) day or less. Such short term leaves must be applied for in writing, stating the reason for the leave being requested and submitted at least twenty-four (24) hours in advance, except in case of documented emergency or documented Union business. Approval of such leave shall be at the discretion of the Department Head or his designee.

All long term leaves of absence without pay must be applied for in writing to the Engineer or his designee at least five (5) working days in advance of the date on which the leave is requested to begin, except in emergency leaves, which shall be handled on an individual basis.

Section 25.4. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted

in determining length of service for purposes of extended vacation eligibility or other purposes where seniority is a factor.

Section 25.5. Leaves in excess of the above provisions of this Article may be granted on a case by case basis at the discretion of the Engineer.

ARTICLE 26: MILITARY LEAVE

Section 26.1. Employees are subject to the Summit County policy regarding Military Leave.

ARTICLE 27: LABOR-MANAGEMENT COMMITTEE

Section 27.1. In order to further promote the purposes of this Agreement, a joint committee of the Union and the Engineer or his designee, shall meet in order to discuss matters concerning the administration of the Agreement, along with discussing how to obtain better working procedures and performance of employees, attendance, etc. Such a committee meeting shall be held within ten (10) calendar days upon written notification by either party; however, only one (1) such meeting will be held in any month unless mutually agreed to otherwise.

Section 27.2. Such committee shall meet at the offices of the Engineer unless mutually agreed to otherwise and shall consist of not more than four (4) representatives on behalf of each party.

Section 27.3. An agenda shall be exchanged between the parties at least three (3) working days in advance of the scheduled committee meeting unless mutually waived and shall contain a list of those matters to be discussed. Unless mutually agreed to, the Labor-Management Committee agrees not to discuss grievances that are currently in the process. Minutes shall be prepared by the Engineer after the close of each meeting and submitted to the Union for distribution on or prior to the exchange of agendas for the next scheduled meeting.

Section 27.4. The Engineer and the Union agree to convene a labor-management meeting as needed. Any agreements made as a result of this labor-management forum must be contained in a Memorandum of Understanding executed in accordance with the terms of the Collective Bargaining Agreement then in effect in order to be valid and binding upon the parties.

ARTICLE 28: COURT LEAVE

Section 28.1. The Engineer shall grant full pay for regularly scheduled working hours on

any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Employees shall be entitled to keep any compensation for court or jury duty.

Section 28.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. Such absences must be taken as leave without pay or vacation and only if scheduled and approved in advance with the Engineer.

Section 28.3. It is understood that an employee released from jury duty or who concludes his/her court obligation prior to the end of the first half of his/her scheduled shift for that day, shall report to work for the remaining hours.

Section 28.4. In order to be eligible for payment under this Article, an employee must notify his/her Supervisor within twenty-four (24) hours after receipt of notice of court appearance or selection for jury duty and must furnish a written statement from an appropriate court official showing the date the employee served or appeared and the amount of pay received if applicable.

Section 28.5. An employee who is on authorized vacation and who is required to serve on jury duty during his vacation may have his vacation extended by the number of days he is required to serve provided such employee complies with the applicable provisions of this Article including proper notice to the Supervisor.

Section 28.6. The Engineer may request on behalf of the employee from the proper authorities, that the employee be excused from serving on jury duty.

Section 28.7. Employees selected for jury duty who are on other than first shift shall be assigned to the first shift for those days they are required to serve as jurors.

ARTICLE 29: UNIFORMS, EQUIPMENT AND DRESS

Section 29.1. Uniforms and Maintenance:

The Engineer shall supply uniforms for bargaining unit employees of the Maintenance Department's garage as required by the Director of Public Service or his designee. Employees in said department are required to wear proper Engineer uniforms and work boots during work hours.

The Engineer will maintain and replace as needed, articles of uniform clothing; provided that employees shall be responsible for replacing all uniform items that cannot be accounted for and /or lost. Employees will be responsible for maintaining reasonable

care of said uniforms. Uniforms are expected to be used for duties and tasks only when employees are on compensated duty for the Engineer. All uniforms will be considered property of the Engineer.

The Engineer will provide five (5) Engineer logo tee-shirts per year to all personnel required to wear uniforms. Said Engineer logo tee-shirts are not subject to interim Engineer maintenance or replacement.

Section 29.2. Footwear:

The Engineer's employees who are required to perform field work or wear safety footwear will annually have an allowance not to exceed one hundred thirty dollars ($130.00) for the purchase of work shoes or boots that are appropriate for the tasks performed by the employee, subject to the following conditions:

A. Footwear must be appropriate for an employee's primary assigned task.

B. Replacement footwear, not to exceed one pair of boots per year, will only be provided when an employee's existing boots are worn beyond normal wear and tear, cut, torn, are non-repairable or contaminated.

C. The Footwear Authorization form must be signed, dated, issues and logged by the Safety Manager prior to an employee's purchase of initial or replacement footwear.

D. After an employee has received his/her new pair of shoes, the old pair must be turned into the Safety Manager.

E. Footwear may be purchased through any vendor on the list of vendors approved by the Director of Public Service.

The Engineer will use the voucher system whereby employees are given a purchase order number with which to purchase boots from a supplier of the Summit County Engineer, subject to the limits of this Section.

Employees shall be responsible for repairing and replacing all footwear. Employees will be responsible for maintaining reasonable care and cleanliness of said footwear. All footwear is expected to be used for duties and tasks only when employees are on compensated duty for the Engineer.

Section 29.3. Tool Allowance.

Mechanics will annually have an allowance not to exceed one hundred dollars ($100.00) for the purchase of tools that are appropriate for the tasks performed by the employee, subject to the following conditions:

A. Tools purchased must be appropriate for an employee's primary assigned task.

B. Tools purchased through this allowance must be kept at the Engineer's facility.

C. The Engineer will use the voucher system whereby employees are given a purchase order number against which the employee's $100 credit can be applied from a supplier of the Summit County Engineer, subject to the limits of this Section.

Section 29.4. Return of Uniforms upon Termination of Employment:

Employees must return all Engineer-issued uniforms, provided by the Engineer and considered Engineer property, at the time the employee leaves employment with the Engineer. If an employee fails to return any Engineer-issued uniform items, the replacement cost of any non-returned item(s) shall be deducted from the employee's final paycheck.

ARTICLE 30: COMMERCIAL DRIVERS LICENSE

Section 30.0. For all classifications that require a CDL, the following shall apply:

A. Employees who do not possess an active CDL, do not meet the minimum job requirements and the essential functions of their job;

B. Obtaining and maintaining a CDL is the personal responsibility of the employee;

C. The employee who has his/her CDL suspended or revoked must notify the Employer of their status immediately. The employee is not qualified to do the job during the suspension/revocation period. If the employee loses the CDL permanently, he/she is not qualified for the job.

Section 30.1. It is the intent of the Engineer to maintain a work force that is qualified to perform the jobs assigned. It is the intent of the Engineer to provide some leeway in the maintaining of a CDL that is not unduly harsh to an employee but at the same time encourages the personal discipline required to be a responsible employee. For these employees who do not maintain the required licensure, it is not the intent of the Engineer to provide continuing employment in a lesser or other job classification or to provide an indefinite lay-off status whereby the Engineer is dependent upon the employee to return to work or not. The objective is for the employee to regain the proper licensure as quickly as possible and return to performing the duties of the appropriate job classification requiring the licensure.

Section 30.2. Prior to removal of an employee under any conditions directly related to the obtaining or maintaining the required CDL or endorsement(s), the Engineer agrees to

meet with the Union and the employee to discuss alternatives or other accommodations

Section 30.3. A suspension or revocation of a CDL, where modified by a court of competent jurisdiction to permit an employee to drive for the purpose of work, is not acceptable to the Engineer. A Court is not the employer, and the Engineer will regard any suspension or revocation of a CDL, regardless of any Court qualifications or stipulations, as not meeting job qualifications.

A. Employees required to possess CDL endorsement(s) will be provided paid time off, on one (1) occasion, to test for such endorsement(s), where required by law, for actual test time not to exceed two (2) four (4) hour increments. If an employee is required to take the driving part of the CDL test for reinstatement of license, the Engineer agrees to provide equipment necessary for the testing and reasonable practice time to prepare for testing.

B. Where an employee has failed to obtain or maintain a CDL or has had the CDL suspended or revoked, the employee may elect to take:

   1. A paid (Vacation Leave) or unpaid leave not to exceed one hundred and eighty (180) calendar days or as a Court may have prescribed.

   2. A straight lay-off for the period of suspension or revocation not to exceed one hundred and eighty (180) calendar days or as a Court may have prescribed.

   3. Be placed in the classification of Highway Worker II for one hundred and eighty (180) calendar days or as a Court may have prescribed with an appropriate reduction in pay until such time as a valid CDL is obtained or reinstated. If the CDL is not obtained or reinstated within that time period, the employee is considered as removed from employment for failure to obtain or maintain the required license.

   4. In those situations where an employee has had the CDL reinstated through Court action but retesting is required, the employee will be provided an additional thirty (30) work days to accomplish such testing. Where testing is required, such will be at the expense of the employee.

C. Once an employee elects an option of either paid/unpaid leave, a lay-off, or placement in a Highway Worker II classification, there is no reversal of that decision.

D. Regardless of the lay-off or classification change, an employee may only be granted this consideration two (2) times. Any third failure to maintain a CDL will result in immediate removal from employment. A loss of a CDL as a result of a substance abuse problem is disposed under the provisions of current policy

regarding substance abuse and CDL's and CDL endorsement(s).

E. Employees required to maintain specific endorsement(s) to the CDL shall be required for the term of the assignment in the job classifications requiring such endorsement(s) to maintain such endorsement(s). If an employee fails to maintain the endorsement(s) or has such endorsement(s) suspended or revoked but still retains the CDL, the employee may be placed in a lower job classification as a truck driver not requiring the endorsement(s) and not to exceed ninety (90) days, or as prescribed by a Court in cases of suspension. If the endorsement(s) is neither obtained nor reinstated within the defined period, the employees shall be permanently assigned as an Equipment Operator II, where otherwise qualified. If not qualified for the position of Equipment Operator II, the employee may be assigned by the Engineer to the classification of Highway Worker II. If the placement as an Equipment Operator II or as a Highway Worker II cannot be provided, such employee will be removed from employment for failure to obtain or maintain required license.

ARTICLE 31: SUMMIT COUNTY SUBSTANCE ABUSE PREVENTION POLICY

All employees of the Summit County Engineer's Office are subject to the Summit County Substance Abuse Prevention Policy as recited by Summit County Codified Ordinance 169.28, as amended from time to time.

ARTICLE 32: SUMMIT COUNTY OPERATION OF MOTOR VEHICLE POLICY

All employees are subject to the Summit County policy regarding Operation of Motor Vehicles currently in effect. However, employees are subject to any changes in federal, state, or local laws, insurance regulations as it effects the County policy, and County policy changes. Notice as to the changes will be proved to the Union.

ARTICLE 33: P.E.O.P.L.E DEDUCTIONS

The Employer agrees to deduct voluntary contributions to the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E). Deductions shall be submitted to the union pursuant to the authorization card, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 34: SEVERABILITY/SUCCESSOR

Section 34.1. Invalidity. If any clause, sentence, paragraph or part of this Agreement, or the application thereof, to any person or circumstances, shall, for any reason, be found or made invalid by the ruling of a Court of competent jurisdiction, such ruling shall not affect, impair, or invalidate, the remainder of this Agreement, and the application of such provision to another provision, person or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such ruling shall have been rendered. The remainder of this Agreement shall remain in full force and effect for the term of this Agreement.

Section 34.2. Legal Alternative. In the event that any clause, sentence, paragraph, or part of this Agreement is found or made invalid pursuant to Section 1, the Engineer and the Union shall meet within thirty (30) working days to negotiate a legal alternative from the date of such ruling or after it has become known to the parties.

Section 34.3. The provisions of this Agreement shall be binding upon the parties hereto and their successors, or assigns, and all of the terms and conditions and obligations herein contained.

ARTICLE 35: DURATION OF AGREEMENT

Section 35.1. 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 understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 35.2. This Collective Bargaining Agreement shall be effective April 1, 2012 and shall continue through March 31, 2015 unless either party gives written notice to the other party not less than ninety (90) days prior to the termination date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

Section 35.3. The parties agree that except to the extent specifically referenced and authorized in the foregoing Articles and Sections mandated by R.C. Chapter 4117, the Ohio Revised Code including R.C. Chapter 124 shall not be applicable to this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signature this _____ day of _____, 2012.

LOCAL 1032, AFSCME, AFL-CIO
(SERVICE AND MAINTENANCE UNIT)

Jason Blaurock, Local 1032 President
OHIO COUNCIL 8, AFSCME, AFL-CIO

Mike DeLuke

SUMMIT COUNTY ENGINEER

Alan Brubaker
SUMMIT COUNTY EXECUTIVE

Russell M. Pry

Yamini K. Adkins
Labor Relations Deputy Director

APPENDIX "A" - BARGAINING UNIT

REVISED 4/1/2003

AUTOMOTIVE SERVICES WORKER I
AUTOMOTIVE SERVICES WORKER II
AUTOMOTIVE SERVICES WORKER II-TIRE & BATTERY
BRIDGE WORKER II
CARPENTER
CUSTODIAL WORKER
DITCH MAINTENANCE WORKER
EQUIPMENT OPERATOR II (INCLUDES TAR TRUCK OPERATOR & CHIP BOX OPERATOR)
EQUIPMENT OPERATOR III (CARRY-ALL OPERATOR AND GRADER OPERATOR)
HIGHWAY MAINTENANCE CREW LEADER
INVENTORY CONTROL SPECIALIST 2
LABORER/HIGHWAY WORKER II
MAINTENANCE REPAIRER
MASON
MECHANIC
MESSENGER
REAR WATER TRUCK OPERATOR
SAFETY WORKER
SECURITY AIDE
SIGN MAKER
SIGNAL ELECTRICIAN
SIGNAL TECHNICIAN
STATION ATTENDANT
STOREKEEPER
TREE TRIMMER
WELDER

NOTE: Should at any time during the term of the Agreement, new jobs, or classifications be created which are similar to any classification listed above, the same shall become part of the bargaining unit.

APPENDIX "B" - UNION REPRESENTATIVE TIME FORM

SUMMIT COUNTY ENGINEER

UNION REPRESENTATIVE NAME: _____

WORK LOCATION: _____

DESTINATION: _____ DATE: _____

REASON: (Check mark one)

_____ PROCESS GRIEVANCE NUMBER _____

_____ ATTEND DISCIPLINARY CONFERENCE

_____ ATTEND MEETING WITH ENGINEER

_____ OTHER (Explain) _____

_____

LEFT WORK LOCATION: _____ AM/PM _____
(or began representation activities) ENGINEER/REPRESENTATIVE SIGNATURE

ARRIVED AT DESTINATION: _____ AM/PM _____
ENGINEER/REPRESENTATIVE SIGNATURE

LEFT DESTINATION: _____ AM/PM _____
ENGINEER/REPRESENTATIVE SIGNATURE

ARRIVE WORK LOCATION: _____ AM/PM _____
ENGINEER/REPRESENTATIVE SIGNATURE

INDICATE ENGINEER FACILITIES AND/OR EQUIPMENT TO BE USED FOR THIS UNION REPRESENTATIVE ACTIVITY (i.e. telephone, etc.): _____

_____
UNION REPRESENTATIVE SIGNATURE

Triplicate:

c: UNION, SUPERVISOR/DEPARTMENT HEAD, PERSONNEL DIRECTOR

APPENDIX "C" - SCHEDULE OF COMPENSATION RATES

SERVICE & MAINTENANCE

Title	April 1, 2012 Base	April 1, 2012 Post-Probation	April 1, 2013 Base	April 1, 2013 Post-Probation	April 1, 2014 Base	April 1, 2014 Post-Probation
Security Aide	$15.45	$17.75	TBD	TBD	TBD	TBD
Custodial Worker	$15.54	$18.03	TBD	TBD	TBD	TBD
Receptionist/Secretary	$15.54	$18.49	TBD	TBD	TBD	TBD
Messenger	$15.64	$18.15	TBD	TBD	TBD	TBD
Laborer/Highway Worker II	$16.00	$19.14	TBD	TBD	TBD	TBD
Storekeeper	$16.00	$19.14	TBD	TBD	TBD	TBD
Automotive Services Worker	$16.00	$19.14	TBD	TBD	TBD	TBD
Inventory Control Specialist	$16.26	$19.87	TBD	TBD	TBD	TBD
Rear Water Truck Operator	$16.30	$19.89	TBD	TBD	TBD	TBD
Maintenance Repairer	$16.47	$20.07	TBD	TBD	TBD	TBD
Tree Trimmer	$16.47	$20.07	TBD	TBD	TBD	TBD
Automotive Service Worker II	$16.51	$20.07	TBD	TBD	TBD	TBD
Equipment Operator II	$16.92	$20.91	TBD	TBD	TBD	TBD
Ditch Maintenance Worker	$16.89	$20.98	TBD	TBD	TBD	TBD
Signal Electrician	$16.92	$20.98	TBD	TBD	TBD	TBD
Bridge Worker II	$17.33	$21.38	TBD	TBD	TBD	TBD
Safety Worker	$16.92	$20.98	TBD	TBD	TBD	TBD
Carpenter	$17.35	$21.47	TBD	TBD	TBD	TBD
Sign Maker	$17.35	$21.47	TBD	TBD	TBD	TBD
Automotive Service Worker II (T&B)	$17.42	$20.61	TBD	TBD	TBD	TBD
Mason	$17.59	$21.65	TBD	TBD	TBD	TBD
Equipment Operator III/ Carry-All	$18.12	$22.11	TBD	TBD	TBD	TBD
Welder	$18.04	$22.38	TBD	TBD	TBD	TBD
Mechanic	$18.04	$22.38	TBD	TBD	TBD	TBD
Signal Technician	$21.85	$23.69	TBD	TBD	TBD	TBD
Highway Maintenance Crew Leader	$22.23	$24.19	TBD	TBD	TBD	TBD

EXHIBIT 1: CLASSIFICATION SERIES

SERIES A

Highway Maintenance Crew Leader
Equipment Operator III
Bridge Worker II
Ditch Maintenance Worker/Safety Worker
Equipment Operator II
Mason
Tree Trimmer
Highway Worker II
Messenger

SERIES B

Signal Technician
Mechanic/Welder
Carpenter
Signal Electrician
Automotive Services Worker II
Maintenance Repairer
Automotive Services Worker I

SERIES C

Inventory Control Specialist 2
Storekeeper
Sign Maker
Receptionist/Secretary
Custodial Worker
Security Aide

EXHIBIT 2: NOTICE OF DISPLACEMENT

TO: PERSONNEL DIRECTOR

SUMMIT COUNTY ENGINEER'S DEPARTMENT

NOTICE OF DISPLACEMENT

EMPLOYMENT NAME:

EMPLOYEE CLASSIFICATION:

I hereby give notice of displacement and wish to exercise my "bumping" rights in accordance with Article XV of the Collective Bargaining Agreement. I understand that this notice must be given within five (5) calendar days of my receipt of my layoff notice.

_____ _____

Employee Signature Date Submitted

_____

Received By

EXHIBIT 3: RECALL AVAILABILITY

TO: ALAN BRUBAKER, P.E., P.S.

SUMMIT COUNTY ENGINEER

538 East South Street

Akron, Ohio 44311-1843

EMPLOYEE NAME: _____

EMPLOYEE CLASSIFICATION: _____

CURRENT HOME ADDRESS: _____

CURRENT HOME TELEPHONE NUMBER: _____

I hereby advise the Summit County Engineer of my continued availability for recall from layoff. I understand that I must report my availability on this form to the Engineer by certified mail, return receipt, every six (6) months I am on layoff up to a maximum of twenty-four (24) months from my original date of layoff.

_____

Employee Signature Date