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STAFF EMPLOYMENT
RELATIONS BOARD

LABOR AGREEMENT

BETWEEN

THE RICHLAND COUNTY ENGINEER

AND

THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME LOCAL 11, CHAPTER 7020, AFL-CIO

MARCH 1, 2012

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ARTICLE 1 - STATEMENT OF PURPOSE

Section 1.1 The Richland County Engineer hereinafter referred to as the "Employer" and the Ohio Civil Service Employees Association, AFSCME Local 11, Chapter 7020, hereinafter referred to as the "Union", hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the O.R.C. and to set forth the full and complete understanding between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 Nothing shall be construed to restrict any constitutional, statutory or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Engineer retains the sole right and authority to administer the business of the Department and other functions and responsibilities except as specifically modified by the agreement.

Section 2.2 The Union recognizes that the Engineer has and will retain the full right and responsibility to direct the operations of the Department in a manner consistent with applicable law; to promulgate rules and regulations not in conflict with the Agreement; and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand/suspend, discharge or otherwise administer reasonable discipline for just cause and to maintain discipline among employees;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. to determine the department's goals, objectives, programs and services and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of workforce and the department's organizational structure based upon those items listed in Paragraph C above and the financial condition of the department, including the right to lay off employees due to the lack of work or funds;
- E. to determine the hours of work, work schedule and to establish the necessary work rules for all employees;

- F. to determine when a job vacancy exists, when and if such vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- G. to determine the necessity to schedule overtime and the amount required thereof;
- H. to determine the department budget and uses thereof;
- I. to maintain the security of records and other pertinent information; and,
- J. to determine when an emergency exists and implement necessary actions in emergency situations affecting the Engineer's Department.

The Engineer shall exercise the above management rights and other management rights without interference from the Union except where it can be shown by the Union that the Engineer has violated the Agreement or is acting in conflict with applicable law.

ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. The Union shall share equally with the Engineer the responsibility for applying this provision of the Agreement.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.3 The Engineer agrees not to interfere with the rights of 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 employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 3.4 The Union agrees not to interfere with the rights of employees to abstain from Union membership and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 4 - UNION RECOGNITION

Section 4.1 The Engineer recognizes the Union as the sole and exclusive representative for the purpose of negotiation of wages, hours, benefits and other terms and conditions of employment for all those employees of the Engineer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed in and holding any one of the following classifications:

Highway Maintenance Worker II
Highway Maintenance Worker II / Vehicle Washer
Highway Maintenance Worker II / Sign Shop Assistant
Sign Maintenance Worker I
Highway Maintenance Worker IV
Special Projects Crew Leader
Mechanic II
Welder

Section 4.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 4.3 Notwithstanding the other provisions of this Article, management, confidential, fiduciary, supervisory, casual, part-time, probationary, temporary and seasonal employees shall not be included in the bargaining unit.

Section 4.4 It is recognized that the Engineer has the right to allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete modified classifications or positions from the unit in compliance with the provisions of this Article. The Engineer agrees to inform the Union of any such changes five working days in advance of implementation. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within 20 calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the Union will submit a request for determination to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

Section 4.5 Once it has been determined the newly created classification is within the bargaining unit, the Engineer agrees to meet with the Union to negotiate an appropriate wage. Should the parties fail to reach an agreement within 30 days, then the Union may grieve Management's action and proceed to arbitration pursuant to Article 8.

Section 4.6 Bargaining Unit Work. Supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency as determined by the Employer; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for union or other approved activities; to provide coverage for no-shows or when the classification specification provides that the supervisor does, as a part of his/her job, some of the same duties as bargaining unit employees.

Section 4.7 The Engineer agrees that when progress in science and technological change bring about changes to one or more work tasks in existing classifications, training will be provided for incumbents to provide them the opportunity to learn the new techniques and procedures.

ARTICLE 5 - UNION SECURITY

Section 5.1 The Engineer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by the Agreement appropriately within the bargaining unit upon the successful completion of their probation period.

Section 5.2 The Engineer agrees to deduct regular Union membership dues biweekly from the pay of any employee eligible for membership in the bargaining 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 employee. Upon receipt of the proper authorization, the Engineer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Engineer.

Payroll deduction authorization shall be on a form provided by the Union and approved by the Engineer.

Section 5.3 It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Engineer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The Engineer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5.5 The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5.6 It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer, in writing, within 60 days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 5.7 The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One

month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The Engineer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

Section 5.8 Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made biweekly. In the event a deduction is not made for any Union member during a particular pay period, the Engineer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two pay period regular dues. The Engineer will not deduct more than two pay periods regular dues from the pay on any Union member, nor will the Engineer deduct more than one pay period regular dues from more than one consecutive pay period.

Section 5.9 Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of the Agreement, unless an eligible employee certifies, in writing, that dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Engineer and a copy of the written revocation shall be forwarded to the Union. All dues deductions, at the Engineer's option upon ten days written notice by certified mail to the Union, may be canceled upon the termination of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with the public service, may be canceled at the Engineer's option upon 24 hours notice to the Union. It is agreed that the Union representative will be given an opportunity to meet with the Engineer or his representative prior to the exercise of the Engineer's option to cancel payroll deduction of dues as outlines in this Section.

Section 5.10 Fair Share Fee. Any bargaining unit employee who has completed his probationary period and who has not submitted a voluntary membership dues deduction authorization form to the employer shall, within 15 calendar days following the effective date of this Agreement, as a condition of continuing employment, tender the Union a representation service fee. The amount shall not exceed dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the employee organization in the realm of collective bargaining. The Union shall provide a copy of its internal rebate procedure annually to the Engineer.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 One non-employee Union representative will be recognized by the Employer upon receipt of a letter so identifying him/her and signed by the Executive Director of the Union. There may be one additional non-employee Union representative accompany the recognized representative upon approval of the Employer.

Said non-employee representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances, attending meetings or to administer the contract as permitted herein, upon reasonable notice to and approval of the Employer. The Union agrees that such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

Section 6.2 The Employer shall recognize three employees selected by the Union to act as stewards, one each in the following areas:

Mansfield Garage;	one steward
Bellville Garage;	one steward
Shiloh Garage;	one steward

The duties of the steward shall include:

- A. Investigation and processing of grievances for employees in the steward's work area through Step 2 of the grievance procedure;
- B. attending grievance meetings through Step 2 of the grievance procedure when requested by aggrieved employee;
- C. attending other meetings as authorized by the Employer and/or this Agreement.

Section 6.3 In addition to the three stewards above, the Employer agrees to recognize two employees selected by the Union to act as President and Vice President. The duties of the President shall include:

NOTE: The Vice President may substitute for and act in lieu of the President for any of these duties.

- A. filling in when the steward is absent or not available;
- B. processing grievances beyond Step 2 of the grievance procedure;
- C. attending grievance hearings beyond Step 2 of the grievance procedure when requested by the aggrieved employee;
- D. attending labor/management meetings or other meetings authorized by the Employer and/or this Agreement; and,
- E. any duties of the stewards or Union officers as contained within this Agreement.

This does not preclude the President and Vice President from both attending meetings as mutually agreed with management.

Section 6.4 The Union shall provide the Employer an official roster of all its officers, stewards and representatives which is to be kept current at all times and shall include the following:

- A. name
- B. address
- C. home telephone number
- D. division
- E. immediate supervisor
- F. union office held, and
- G. area selected to serve – in the case of stewards.

No employees shall be permitted to function as Union representatives until the Union has presented the Employer with written certification of that person's selection.

Section 6.5 The following rules shall apply to any employee Union representative conduction Union activities during working hours:

- A. Unless otherwise authorized by the employee's supervisor, the employee Union representatives shall confine their Union activities to the investigation and processing of grievances during the last one-half hour of the workday and only upon advance approval of their immediate supervisor. Request for additional time shall not be unreasonably denied. A designated area shall be available for Union representatives to use that will insure privacy.
- B. The Union representative may use the telephone for Union business during such times as defined in (A) above. Long distance charges will not be permitted.
- C. The Union representative shall not leave his/her assigned work area to conduct Union business until he/she receives such approval.
- D. The Union representative shall be permitted to attend grievance hearings or other meetings which have been authorized by the Engineer or his/her representative(s) to be held during regular duty hours without loss of regular pay or benefits.
- E. County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized, in advance, by the employee's immediate supervisor.
- F. Time allotted for the President to conduct Union activities shall not exceed ten hours per month.

- G. Time allotted for the stewards to conduct Union activities shall not exceed three hours per month.

Section 6.6 The Employer agrees that one delegate or alternate to the annual convention of the Union shall be granted personal leave, or may use accumulated vacation or compensatory time for the purpose of participating in such conventions. Such leave will be approved upon receipt of two weeks advance written notification by the Executive Director of the Union.

Section 6.7 Any Union representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which unauthorized Union activity is being conducted or upon the order of the Union representative's immediate supervisor. Any violation of the rules of this Article shall subject the employee to disciplinary action.

ARTICLE 7 - LABOR/MANAGEMENT MEETINGS

SECTION 7.1 In the interest of sound Labor/Management relations, (unless neither party submits agenda items as per 7.2) once every quarter on a mutually agreeable day and time the Employer and/or his designee shall meet with not more than three employee representatives of the Union and one non-employee Union representative to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

SECTION 7.2 An agenda will be furnished at least three workdays in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement.
- B. Notify the Union of changes made by the County, which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency, and
- F. To consider and discuss health and safety matters relating to employees.

SECTION 7.3 It is further agreed that if special Labor/Management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

SECTION 7.4 Labor/Management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

SECTION 7.5 Bargaining unit employees representing the Union in Labor/Management meetings as authorized by this Agreement shall be given sufficient time without loss of pay or benefits to attend these meetings during working hours. The Employer shall not be required to pay employees nonworking hours. If operational needs require the employee's presence at the work site, the parties agree to reschedule the meeting as soon as practicable.

ARTICLE 8 - GRIEVANCE PROCEDURE

SECTION 8.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

SECTION 8.2 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of the Agreement.

SECTION 8.3 Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, such matter shall not be appealed through the grievance procedure. However, the employee and his Union representative may meet with the Employer to discuss the matter prior to the appeal to the outside agency.

SECTION 8.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step; however, any grievance that originates from a level above the Immediate Supervisor step or level may be submitted directly to the step or level from which it originates. "Immediate Supervisor", for purposes of the Article, means the person who is lowest in line of the authority over the grievant and who is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Engineer's step.

A grievance may be brought by any directly affected employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by each group shall process the grievance.

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

Any grievance which is not processed by the employee or the employee's representative within the time limits provided shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by the Employer within the stipulated time limits shall be deemed granted by the Employer and the Union's remedy will be awarded. All time limits may be waived or extended upon mutual written consent of the parties. Any grievance which is not timely filed shall be considered void. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature
- B. Aggrieved employee's classification
- C. Date grievance was first discussed
- D. Date grievance was filed in writing
- E. Date and time grievance occurred
- F. Where grievance occurred
- G. Description of incident giving rise to the grievance
- H. Articles and Sections of Agreement violated, and
- I. Resolution requested

Section 8.5 The following steps shall be followed in the processing of a grievance in order for an alleged grievance to receive consideration.

Informal Step:

A bargaining unit member having a grievance will first attempt to resolve it informally with his immediate supervisor before proceeding with filing a formal written grievance. The grievant must identify to the immediate supervisor that this is to be considered the informal step of the grievance procedure. This informal step must be brought to the attention of the supervisor within ten work days after the event or circumstance giving rise to the grievance occurred (or within ten work days of the grievant being aware of the event or circumstance in question). The immediate supervisor shall provide a verbal answer to the grievant within three workdays after receiving the informal grievances step.

Formal Steps:

Step 1 – Immediate Supervisor

If the employee and the immediate supervisor are unable to resolve the alleged grievance at the Informal Step, the employee may process the grievance to Step 1 of the procedure. The grievant will present the alleged grievance, in writing, to his immediate supervisor as soon as possible but not to exceed five workdays after receipt of his/her answer from the informal step. It shall be the responsibility of the immediate supervisor to investigate and schedule a meeting with the grievant and his Steward (if the

employee desires) within five workdays from the date the grievance was submitted at Step 1. The supervisor shall provide a written answer to the grievant within five workdays following the day on which the immediate supervisor held the meeting with the grievant.

Step 2 – Superintendent

Should the grievance not be resolved with the answer received at Step 1 of the procedure, the employee or his/her representative may process the grievance to Step 2. The grievant must present the alleged grievance to the Superintendent within five workdays following receipt of the Step 1 answer. It shall be the responsibility of the Superintendent to investigate and schedule a meeting with the grievant and his Steward (if the employee desires) within five workdays from the date the grievance was submitted at this step. The Superintendent shall provide a written answer to the grievant within five workdays following the day on which the Superintendent held the Step 2 meeting with the grievant.

Step 3 - Engineer

Should the grievance not be resolved with the answer received at Step 2, the grievant or a Union representative must submit it to the Engineer (or his designee) within five workdays after receiving the Step 2 answer. The Engineer (or designee) shall have ten workdays in which to schedule a meeting with the aggrieved employee and his Union Representative following a specific request by the grievant for such a meeting or upon the determination of the Engineer that a meeting needs to be held. The employee may have a professional staff representative present at the Step 3 meeting in addition to his/her Steward. The Engineer shall investigate and attempt to adjust the matter and respond to the grievant with a written answer within five workdays following the Step 3 meeting. The Engineer will meet privately with the grievant prior to the meeting if the grievant so requests. When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provision of this Agreement.

Section 8.6 – Arbitration

Should the grievance not be resolved at Step 3, the Union may request that the issue to be arbitrated. This will be accomplished by the Union providing the Engineer with a written request that the issue be taken before an Arbitrator. The Union must make this written application to the Engineer within ten work days after receiving the Step 3 answer. Any grievance not submitted within this time limit shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of the Union's written application to arbitrate, the Engineer shall provide the Union with a written acknowledgement of the application for arbitration. This

acknowledgement shall be forwarded to the Union no more than five workdays following receipt of the Union's request to arbitrate.

Within 10 workdays of the Engineer's written acknowledgement of the Union's request to arbitrate, the Union shall forward a written request for a list of arbitrators to the Federal Mediation and Conciliation Service (FMCS) with an information copy of the request to the Engineer. Should this request for the list of arbitrators not be submitted to FMCS within this time limit, the Union shall be deemed to have waived its right to arbitrate the issue. A written request for an extension to the time limits shall not be unreasonably denied.

Upon receipt of the list of arbitrators, the parties shall meet to select an arbitrator within ten workdays from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted to arrive at the selected arbitrator. The party requesting the arbitration shall be the first to strike a name from the list; then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS. The arbitrator shall hold the arbitration hearing promptly and issue his/her decision within a reasonable time thereafter. The arbitrator shall limit his/her consideration/enforcement to those specific articles and/or sections of this Agreement, which are in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of the Agreement, not add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations or opinion which are not directly essential in reaching a decision on the issue in question.

The decision of the arbitrator will be final and binding upon the Union, the employee, and the Employer. The arbitrator's decision shall be in writing and shall contain a full exposition of the arbitrator's analysis and award. In the event the arbitrator modifies discipline, he/she shall justify and state with particularity the reasons why the original discipline imposed by the Employer was improper and unreasonable under the circumstances. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the

authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is nonarbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Expenses of any witnesses, if any, shall be borne by the party calling the witnesses. The fees of a court reporter shall be paid by the party asking for one. (Fees will be split if both parties desire a court reporter.) Transcripts of the proceedings shall be paid for by the party requesting the transcript.

Section 8.7 The grievant and his/her representative shall be paid for time in attending grievance or arbitration hearings which occur during normal working hours only.

ARTICLE 9 - DISCIPLINARY PROCEDURES

Section 9.1 Reasonable disciplinary actions shall be given for just cause and will include one of the following:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay
- D. Reduction, or
- E. Discharge from employment.

The Engineer agrees that principles of progressive corrective action will be followed with respect to minor offenses as determined by the County Engineer.

Section 9.2 Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office shall be cause for disciplinary action. No disciplinary action shall be taken except for just and reasonable cause which shall include violation of the rules and regulations as established by the Engineer.

Section 9.3

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner as determined by the County Engineer.

- B. 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.
- C. The Employer agrees not to reduce, suspend or discharge an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee and their representatives. However, in cases where the employee is charged with gross misconduct the employee may be immediately suspended from the active performance of regular duties (without loss of pay) before a pre-disciplinary hearing is held. Then, a pre-disciplinary hearing will be scheduled and due notice provided of the hearing to the employee as outlined in this article.
- D. An employee has the right to a meeting prior to the imposition of a suspension, reduction or discharge.

The employee may waive this meeting, which shall be scheduled no earlier than three days following the notification to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting. An employee who is charged, or his/her representative, may make a written request for a continuance of up to 48 hours. Such continuance shall not be unreasonably denied. A continuance may be longer than 48 hours if mutually agreed to by the parties.

Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline (the charges) as well as the forms of discipline under consideration. At the meeting, the employee will be given copies of any evidence being used by management and the employee may also question any witnesses whom management may call upon for testimony.

The Engineer's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut. The Employer representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend.

- E. Appeals from either a reduction, discharge or suspension must be submitted to the Employer in the form of a grievance within five working days of the date of notification.

Section 9.4 Records of verbal warning and written reprimands shall be removed from the employee's personnel file 12 months after the effective date of such warnings, providing there is no intervening disciplinary action for any similar offense during that time.

Section 9.5 Records of suspensions will be removed from the employee's personnel file 18 months after the effective date of the suspension providing there is no intervening written notice of disciplinary action during the 18 month period. Disciplinary measures that have been removed under the terms of this Section shall not be used in determining subsequent disciplinary action.

Section 9.6 An Employee shall be given copies of any written warning, written reprimand or other written disciplinary action entered on his/her personnel record when an employee signs acknowledging receipt of said disciplinary action. It shall be the employee's responsibility to provide such a copy to the Union if the employee desires.

Section 9.7 Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he/she will be advised of the duration of the suspension. A copy of such disciplinary action shall be provided to the parties who were present at the pre-disciplinary hearing.

Section 9.8 If the supervisor or other representative of the Engineer has reason to discipline an employee, it shall be done in a businesslike manner and in a private meeting that will not embarrass the employee before other employees or the public.

ARTICLE 10 - PERSONNEL FILES

Section 10.1 It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or his employees. However, to the extent that any records, papers or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make prior request to and receive approval of the Employer or his designated representative. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity unless advance approval to examine the files during regular working hours has been obtained.

Section 10.2 An employee may, upon written authorization, request the appropriate representative to review his individual personnel file. Representatives shall present the written authorization to the Employer or his designee as a condition of access to an individual's personnel file.

Section 10.3 Upon request, an employee shall receive copies of any material placed in his personnel file. Payment for actual costs may be required of employees if request is for extensive amounts of copies.

Section 10.4 If an employee, upon examining his personnel file, disputes the accuracy in those documents to which he has access, the employee may request the Engineer, in writing, to investigate the disputed information. The Engineer shall investigate the disputed information. The Engineer shall within reasonable time after receiving the request for information, notify the employee of the results of the investigation and the action he plans to take with respect to the disputed information. The Engineer shall delete any information that cannot be verified or that is found to be inaccurate.

If after such determination the employee is not satisfied he may write a brief statement of his position on the disputed information and such statement shall be attached to the file. In any subsequent transfer, report or dissemination of the disputed information which includes a statement by the employee, the Engineer may include a written statement that he has reasonable grounds to believe the dispute is frivolous or irrelevant and the reasons for the belief.

ARTICLE 11 - WORK RULES

Section 11.1 It is agreed and understood that the Engineer or his designee(s) has the right to promulgate, implement, revise and enforce reasonable rules, policies, procedures and directives to regulate the personal conduct of employees as it affects the employee's employment with the Engineer and to ensure the effectiveness of the service and programs of the Engineer's Department.

The issuance of work rules, regulations, policies, procedures and directives is not grievable. However, the Union may grieve the application and reasonableness of such work rules, regulations, policies, procedures and directives.

Section 11.2 Copies of newly established written rules, or amendments to existing rules, will be furnished to and discussed with representatives of the Union prior to their effective date.

Section 11.3 It is the Engineer's intention that work rules, policies and directives should be interpreted and applied uniformly to all employees under similar circumstances.

Section 11.4 It is agreed that, where the Engineer has determined that written rules are necessary, and to the extent any rules affecting employees of the bargaining unit have been or will become reduced to writing, the Engineer will make them available to all employees.

Section 11.5 This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow directions or orders from his/her supervisor. Neither shall it be interpreted in any manner to relieve an employee from his/her responsibility to follow established rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

ARTICLE 12 - HEALTH AND SAFETY

Section 12.1 Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for his employees. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner; and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will attempt to correct any which are found and also see that the safety rules and safe working methods are followed by his employees.

Section 12.2 The Employer agrees to post all data and specification sheets supplied to the Employer concerning hazardous and/or toxic materials purchased by the Employer. The Employer agrees to label or identify materials and chemicals which are stored and/or used by employees.

Section 12.3 The Engineer will pay for all protective clothing and equipment required by the Engineer to preserve the health and safety of employees.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

Section 13.1 The standard workweek for full-time employees shall be 40 hours consisting of five days of eight consecutive hours each day, Monday through Friday, 7:00 AM to 3:30 PM, excluding an unpaid lunch period of one-half hour each day. At the option of the Engineer, the standard workweek shall be four days of ten consecutive hours each day, Monday through Thursday, 6:30 AM to 5:00 PM, excluding an unpaid lunch period of one-half hour each day. The ten hour day schedule (when so directed by the Engineer) will normally be used starting with the last pay period in April through the end of the pay period, which includes the Labor Day holiday.

Section 13.2 An employee required to work in excess of eight hours in any one calendar day (or ten hours if on the ten hour schedule) shall be paid for such overtime at the rate of time and one-half his regular straight time hourly rate. For the purpose of this section, all legal holidays as recognized by the Engineer shall be considered as hours actually worked for the purpose of calculating overtime payment. Vacation days, sick days, or compensatory time shall be considered as hours worked for calculating overtime except as restricted as follows:

Section 13.3 All employees are expected, as a condition of employment, to perform reasonable amounts of overtime. The Engineer will equally distribute overtime opportunities among qualified full-time employees in each garage and department insofar as practical. The Engineer shall establish an overtime rotation list of available employees in order of seniority with the most senior employee at the top of the list and least senior employee at the bottom of the list

to be posted October 1st. On each occasion when an employee works overtime, he shall be accredited on the overtime rotation list with the actual number of overtime hours worked.

On each occasion when an employee refuses overtime or cannot be contacted, he shall be counted for the purposes of determining the future overtime opportunities with the amount of overtime accredited to those employees who responded. As each overtime opportunity arises, the Engineer shall attempt to contact those qualified employees from that garage or department who would normally perform the work involved and who have the least total number of overtime hours worked, refused, or missed to their credit on the overtime rotation list and who are not absent due to sick leave, vacation or compensatory time. The Engineer will post and maintain overtime rosters in each garage reflecting all hours worked, missed and refused.

After all names on the rotation list have been called and if the required number of employees have not agreed to report for work, the Engineer may require the least senior employee(s) qualified to do the work and who can be reached, to report. Those employees who are required to report and refuse may be subject to discipline.

Each employee shall be required to provide the Engineer with his current address and telephone number. Any changes in the employee's address or telephone number shall be reported to the Engineer's office immediately. Employees may provide an alternate telephone number to the Superintendent before leaving work if their name is high on the rotation list and they plan to be away from home but close enough for timely response. When calling from the overtime list the Superintendent or Supervisor will limit the calls to those names on the list and to the primary and one alternate number, then move to the next name on the list.

It is agreed that the Engineer can work employees beyond the regular work day consecutive to their regular working hours without following the procedures of this section except that those employees shall be credited on the overtime rotation list with the total number of overtime hours worked.

A. Procedures for overtime scheduling are as follows:

1. Workday – 7:00 AM until 3:30 PM, Monday through Friday (6:30 AM to 5:00 PM, Monday through Thursday, summer schedule)
2. Overtime – Any hours outside of workday.
3. May work up to 16 hours or until shift changes, as directed.

PROCEDURES FOR HANDLING OVERTIME WHEN VACATION AND/OR SICK LEAVE IS INVOLVED.

Sick Leave – Not to be called until employee reports back to work. (red pin) Blue time charged.

Vacation – 8 hours (10 hours, summer schedule) or less.

1. May sign off for calendar day (yellow pin). Will be charged Blue time.
2. May sign off for the time 7:00 AM until 3:30 PM (green pin). Will be available for call-in and will be charged Red time.
3. 40 hours or more – an employee will be considered on leave without Red time for the adjoining weekends unless otherwise specified on the Request for Leave Sheet. Blue time charged.

Sick Leave – If an employee is sick outside his workday he may notify a supervisor prior to being called for overtime. He will not be charged Red time, but will be charged Blue time.

Employees requesting sick leave for a part of work day for going to a doctor or dentist will be required to furnish a slip to excuse them for hours outside scheduled work hours. Otherwise, it will be considered a refusal and they will be charged on the overtime rotation list. (Red time)

NOTE: With the 1993 contract language change on overtime it will no longer be possible for an employee who has worked overtime before the workday to go home during the hours of 7:00 AM to 3:30 PM (6:30 AM and 5:00 PM, summer schedule) unless either vacation, sick or compensatory time is used.

B. OVERTIME CALL-OUT PROCEDURES TO EXPEDITE COMPLETION OF EMERGENCY ROAD CLOSURES AND REPAIR/REPLACEMENT OF DAMAGED STOP SIGNS.

Since quick replacement/repair of damaged stop signs and quick closure of roads because of hazards on the roads resulting from storms or accidents is of paramount importance to the safety of motorists, and since following our standard overtime callout procedures is not always the most expeditious way to find and dispatch workers for this emergency work, special procedures are hereby incorporated to handle these situations as swiftly as possible.

1. Stop Sign Repair/Replacement:

Upon learning of a damaged/missing stop sign, the Superintendent, or his designee, will make one of the following notifications depending upon which reporting site area the sign is in:

- (1) Mansfield: The supervisor will attempt to contact a sign shop employee. If the sign shop worker is unavailable, then a phone call will be made to an employee in accordance with the overtime roster.

(2) Bellville: Notify the Bellville foreman who will dispatch one of his workers based upon the overtime roster.

(3) Shiloh: Notify the Shiloh foreman who will dispatch one of his workers based upon the overtime roster.

In the interest of expediting the call out, calls will only be placed to the worker's primary phone number.

Also, to speed this repair process, two stop signs, posts and necessary hardware (and instructions for placement of the sign) will be kept at each outpost.

To ensure that such stop sign repair/replacement has been done in accordance with the OMUTCD's, a sign shop employee will be dispatched to check the repair as soon as possible on the next scheduled workday.

2. Emergency Road Closures:

Regardless of location, attempts to assign road closure duties to outposts do not lend themselves to the quick reaction needed for emergency road closures. This because road closures involve trucking heavy barricades and various signs and lights (which are stored at Mansfield) to the site. Therefore, when the Highway Superintendent (or his designee) receives after work hours word that a road closure has become necessary the following procedure will apply:

(1) The Highway Superintendent (or his designee) will call out Mansfield employees using the current Mansfield overtime callout list. No attempt will be made to use outpost employees because of the lost time which would be involved in those employees driving to Mansfield in order to do the required truck loading.

(2) In the interest of expediting the call out, calls will only be placed to the worker's primary phone number.

Section 13.4 An employee who is called in to work and who reports for work during hours outside his regularly scheduled shift and which hours will not abut his regular shift hours, shall receive two hours work at time and one-half rate. Such hours shall be considered as straight time hours for the purposes of Section 13.2. This section shall not apply to employees during any shift changes where the employee may be sent home following completion of one shift and asked to return that same calendar day in order to start another shift.

Section 13.5 Any employee working during hours outside of his regularly scheduled shift, where such additional hours abut his regularly scheduled shift hours on the day in question, shall only be paid for the actual hours worked at the applicable rate of pay.

Section 13.6 There shall be no pyramiding or duplication of any overtime payments.

Section 13.7 Where there are errors made in the distribution of overtime opportunities, the Engineer shall pay the said employee the same number of hours as the employee who was called in error.

Section 13.8

- A. Scheduled overtime will be offered in accordance with the overtime rotation list policy. Scheduled overtime is defined as any work scheduled in advance and which qualifies as overtime hours not deemed an emergency by the Engineer.
- B. The Engineer shall be the sole judge of what constitutes an emergency and when an emergency exists.
- C. An employee may submit written request to the Engineer to be relieved from overtime assignment due to age and /or physical condition. Such request shall be reviewed by the Engineer and if the Engineer deems such reason acceptable, the employee may be relieved from overtime duties, except during emergencies.

Section 13.9 If an employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half basis. The following guidelines apply:

- A. All conversions from overtime pay to compensatory time will be no greater than at a 40%/60% conversion rate (40% overtime pay/60% compensatory time.)
- B. Request for compensatory time in lieu of overtime pay shall be made in writing to the Engineer prior to the end of the payroll period.
- C. No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.
- D. Compensatory time off shall be granted by the Engineer at a time mutually convenient to the employee and the Engineer.
- E. All such accumulated compensatory time shall be used within the year accrued, or at the employee's discretion, may be cashed in at the end of the year. Such accumulated compensatory time may not be carried over from one year to the next.

NOTE: To facilitate the payroll clerk's computerized payroll record system, "...end of the year", as used in this paragraph, will mean the end of the pay period in which the last day of December falls.

Section 13.10 No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

Section 13.11 A full-time employee shall be any employee who works a regular scheduled work week equal to the standard work week of the division to which he is assigned.

Section 13.12 A part-time employee shall be any employee who works a regularly scheduled work week that is less than the standard work week of the division to which he is assigned.

Section 13.13 Supervisory or contract employees shall not be utilized for the sole purpose of eliminating overtime opportunities for bargaining unit employees.

Section 13.14 Nothing in this Agreement shall infringe upon the Employer's right to determine the employee's physical and mental capabilities to perform or continue in a work status which constitutes a hazardous condition.

Section 13.15 A paid rest period of not more than 15 minutes during each four hours worked shall be permitted at a time feasible and when work will not be adversely affected. Such rest periods shall be scheduled at the discretion of the supervisor and shall normally be near the middle of each half of the work shift.

Section 13.16 If during the snow and ice season, the overtime response rate of an individual falls below 75%, the individual will meet with the Engineer to discuss the problem and ways to improve the response rate as outlined in section 13.17.

Section 13.17

Starting on Oct. 1st of each year of this labor agreement and lasting through the snow and ice season, call outs will be monitored for the first 8 call outs for each individual. Anyone failing to have a 75% show up rate will be advised by management that their rate must improve.

If during the next 4 overtime call outs a 3 out of 4 response is not achieved, a verbal reprimand will be given.

If during the next 4 call outs a 3 out 4 response rate is not achieved a written reprimand will be given.

At a time that an overall response rate is achieved that meets or exceeds 75% all prior discipline for this condition will be wiped out.

The 3 out of 4 monitoring will continue until such time as the overall response rate is at least 75%.

At the end of the September, if anyone has a written or verbal discipline pending or still unresolved, discipline will be left in the personnel file for 12 months. Employees who end the

snow and ice season with a response rate below 75% will enter the next season (Oct. 1st) under the 3 out of 4 monitoring and at the level of discipline of the previous monitoring cycle.

If the discipline has reached a level of suspension, the file will remain open for 18 months.

ARTICLE 14 - WASH-UP TIME

Section 14.1 Employees shall be permitted a reasonable time, not to exceed ten minutes, at the end of each work day before quitting time for wash-up. Employees shall be permitted reasonable time, not to exceed ten minutes, immediately prior to lunch, for wash-up, provided facilities are available at the work location. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for any other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 15 - REPORT IN

Section 15.1 The Engineer shall determine each employee's regular reporting site. An employee working at a work site different from the location where he regularly reports to work and punches in shall report in and punch in at the regular location and be in paid status for travel time to and from the work site. Transportation from the reporting site to the work site shall be furnished by the Engineer.

Section 15.2 All employees are expected to make every effort to report for work during adverse weather conditions or emergencies. Employees unable to report for work during severe weather or emergencies will normally not be paid for these hours not worked. Employees who are late for work after having made every earnest effort to report to work on time, but unable to do so due to local conditions during adverse weather, shall not be paid for any hours not actually worked. The Engineer agrees, during these weather conditions, where work is available and it is deemed practical to assign the employee said work, the employee may be permitted to remain at work beyond his scheduled hours on that day in order to complete his scheduled hours for the day in question. Upon recommendation from the employee's supervisor, the Engineer may permit an employee to use accumulated vacation or compensatory time whenever it is determined that the employee has made every earnest effort but was unable to report to work or reported to work late due to the adverse conditions.

Section 15.3 Any employee under Section 2 above who is offered transportation by the Employer shall report to work unless emergency conditions exist at the home. Such employee shall be in paid status as soon as transportation arrives at the employee's home and shall continue in paid status until he is returned home. This section shall be administered in accordance with the overtime roster insofar as practical.

Section 15.4 The Employer agrees to provide a mechanic on duty whenever five or more pieces of equipment are out in the County. In addition, whenever a piece of equipment breaks down

during inclement weather that may be hazardous to the employee(s) on that equipment, the Employer agrees to provide transportation to remove such employee(s) from such hazardous weather conditions as quickly as possible.

Section 15.5 The Employer agrees to provide paychecks by the usual and regular schedule. In the event of emergency conditions, the Employer agrees to meet with the Union representatives to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 16 - VACATION

Section 16.1 Full-time permanent employees are entitled to vacation with pay after one year of continuous service with the Engineer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than 1 year	none
1 year but less than 8 years	80
8 years but less than 15 years	120
15 years but less than 25 years	160
25 years or more	200

Section 16.2 New employees of the Engineer may be entitled vacation service credit earned in other state or local government agencies in Ohio during the previous periods of employment.

Each employee of the Engineer who had been previously employed by the Engineer, with an interruption in his/her term of service not exceeding ten years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

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

Section 16.3 Vacation is credited each bi-weekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED FOR PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 16.4 No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one year of employment with the County.

Section 16.5 Vacations are scheduled in accordance with the workload requirements of the individual reporting sites of the Richland County Engineer's Department. For this reason, the Engineer may require vacation requests be made by March 1 of each year. When employees at the same reporting site request the same vacation leave period prior to the March 1 date, the determining factor shall be seniority, provided the vacation request is made at least two weeks in advance of the requested date for vacation to begin.

Vacation requests received after the March 1 date will be granted based upon workload requirements and determined by the first submitted request. If two or more employees at the same reporting site submit their request on the same day, the determining factor will be seniority.

The parties recognize that the Engineer has the authority to determine the number of employees at each reporting site that may be on vacation leave at any given time; however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected.

Section 16.6 Employees scheduling vacations after March 1 or wishing to change their scheduled vacation shall use the following procedures:

- (A) For one day to four days vacation an employee shall make a request to his supervisor at least one day in advance and,
- (B) For more than four consecutive days an employee shall make a request to his supervisor at least one week in advance and,
- (C) If an emergency arises and such advance notice cannot be given, the employee shall contact his supervisor with the request as soon as possible. No vacation shall be taken until it has been approved by the supervisor.

NOTE: Vacation requests for less than eight hours made with less than 24-hour notice will be considered on a case by case basis. Approval or denial will be based upon immediate work load requirements as determined by the Highway Superintendent.

An employee who has been notified that he must take vacation or lose vacation credits will be given first consideration. The Engineer and/or supervisor shall have the right to deny vacation requests if workload requirements so mandate.

Section 16.7 Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Engineer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance, in writing, and must be in response to special circumstances.

Section 16.8 Employees shall forfeit their right to take or to be paid for vacation leave to their credit which is in excess of accrual for three years. Such excess leave shall be eliminated from the employee's leave balance provided the employee has not been denied vacation leave within the past year.

Section 16.9 If an employee, while on vacation, experiences an illness or injury; or experiences a death in the family which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury or an official obituary notice in case of death.

ARTICLE 17 - HOLIDAYS

Section 17.1 All employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday of January)
President's Day	(3 rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4 th day of July)
Labor Day	(1 st Monday in September)
Columbus Day	(2 nd Monday in October)
Veteran's Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday in November)
½ day (the afternoon before) Christmas	(24 th day of December)
Christmas Day	(25 th day of December)
½ day (the afternoon before) New Year's	(31 st day of December)

NOTE: Should conditions require Highway Department employees to perform snow/ice control duties on the afternoons before Christmas and/or New Year's, those employees will work the regular hours those afternoons at regular pay and may take the four hours holiday time off at a later date mutually agreeable to the employee and the employer.

Section 17.2 In addition, employees shall be entitled to a paid holiday on any other day appointed and recommended by the Governor of this state or the President of the United States and adopted by the Richland County Commissioners.

Section 17.3 In the event that any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the Holiday. In the event that any of the aforementioned holidays falls on Sunday, the Monday immediately succeeding shall be observed as the Holiday. An employee who does not work on a recommended holiday shall receive eight hours straight time pay at his regular rate of pay for the holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight hours holiday pay in addition to time and one half their regular rate of pay for all hours worked on the holiday which exceed 40 hours worked in that payroll week period.

ARTICLE 18 - SICK LEAVE

Section 18.1 Crediting of Sick Leave

Sick Leave credit shall be earned at the rate of 4.6 hours for each 80 hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Part-time workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 18.2 Retention of Sick Leave

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

Section 18.3 Expiration of Sick Leave

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with this Contract.

Section 18.4 Charging of Sick Leave

Sick leave shall be charged in minimum units of one-half hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 18.5 Uses of Sick Leave

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

1. Illness or injury of the employee or member of his immediate family wherein the employee's presence is required;

NOTE: When an employee returns to work from use of sick leave because of illness of a member of the immediate family, if it is determined that the employee's presence was not needed, the Engineer or his designee will meet with the employee and the proper use of sick leave will be reviewed. The employee will be permitted to use vacation or comp time in lieu of sick leave and discipline will not be administered. This provision will be limited to the first such incident.

2. Death of a member of his immediately family, to be taken in accordance with Article 19, Bereavement Leave;
3. Medical, dental and optical examination or treatment of employee or member of this immediate family, which requires the employee and cannot be scheduled during non-working hours;
4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others, or,
5. Pregnancy and/or childbirth and other conditions related thereto.

B. Definition of immediate family; mother, father, sister, brother, spouse, child, grandparent, grandchild, step-parents, step-children, half-brother/sister or a legal guardian or other person who stands in place of a parent (loco parentis).

Section 18.6 Evidence Required for Sick Leave Usage

The Engineer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of such sick leave. A copy of any disapproved sick leave request will be provided to the employee stating the reason for such disapproval.

Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 18.7 Notification by Employee

When an employee is unable to report to work he shall notify his/her immediate supervisor or other designated person within one hour prior to the time he is scheduled to report to work on each day of absence unless emergency conditions make it impossible.

Section 18.8 Abuse of Sick Leave

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Employees who use excessive amounts of sick leave, develop a pattern of abuse or fail to comply with sick leave policies and requirements shall not be paid and will be subject to appropriate corrective and/or disciplinary action. The Engineer may initiate investigations and intervention when he suspects an employee of abusing sick leave.

Section 18.9 Physician Statement

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Engineer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family and medical attention is required, the Engineer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 18.10 Physician Examination

The Engineer may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capabilities to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Richland County Engineer's Department. The employee may, at the employee's option and at total cost to the employee, seek a second examination of the same nature from a licensed physician of the employee's choice. If the second physician finds that the employee's physical or mental condition is such that the physician recommends that the employee is capable of performing the duties of the employee's position, the employee may request a third opinion from a licensed physician. Upon request from the employee, the employer and the employee shall request that the two physicians select a third physician to conduct an examination of the employee of the same nature as conducted by the previous two physicians. The findings of the third physician shall determine the capability of the employee to perform the duties of the employee's position and shall be binding on the parties. The costs of the third physician shall be shared equally by the employee and the Employer.

Section 18.11 Bonus for Monthly Non Sick Leave Usage

In order to promote thoughtful sick leave management on the part of each employee, the Engineer offers the following bonus plan for Monthly non sick leave use:

Each employee going a month without using any sick leave shall receive a bonus of \$50.00. The pay will be received on the first payday of the following month, which includes the last working day of the previous month.

For the purpose of this bonus, the month will begin on 1st working day and will end on the last working day of the month.

ARTICLE 19 - BEREAVEMENT LEAVE

Section 19.1 In the event of a death in the immediate family of an employee, the employee shall request and will be granted Bereavement Leave up to three days to attend the funeral, make funeral arrangements and carry out other responsibilities relative to the funeral. Immediate family for the purpose of this section shall be: mother, father, sister, brother, spouse, child, grandparent, grandchild, step-parents, step-children, half-brother/sister or a legal guardian or other person who stands in place of parent (loco parentis).

Section 19.2 One day of Bereavement Leave shall be granted to an employee upon request for death of a member of the employee's family as follows: brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law.

Section 19.3 In addition to Bereavement Leave provided for in Section 1 and 2, employees shall be eligible to utilize sick leave for the same purposes as outlined above. Total usage of Bereavement and Sick Leave as outline in Section 1 and 2 shall be limited to maximum of five days. Such leave shall not be unreasonably denied. Additional time may be approved on a case by case basis and at the sole discretion of the Engineer.

ARTICLE 20 - ACCRUED SICK LEAVE CREDIT

Section 20.1 Payment of accrued but unused sick leave will be made to each County employee (with five years or more of service) upon disability or service retirement under the Public Employees Retirement System from active service with any employment in County Government.

The amount of payment will be 40% of accrued but unused sick leave but in no event will payment be made for more than 90 days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee.

ARTICLE 21 - LEAVES OF ABSENCE

Section 21.1 Leave Without Pay

Employees may be granted the following types of unpaid leave of absence:

- A. Disability Leave A physically incapacitated employee may request a disability leave. A disability leave may be granted and continues beyond accumulated sick leave rights and provided the employee is:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
 3. Is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer.
- B. Educational Leave An educational leave may be granted for a maximum period of two years for purposes of education, training or specialized experience which would be a benefit to the Engineer's Department of improved performance at any level or for voluntary service in any governmental sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the education leave is requested.

- C. Maternity Leave Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. However, if she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby and for the recovery period. If more than five days of sick leave is requested for recovery, a medical statement is required.

Should the maternity leave of absence without pay exceed six months the employee may request and be granted disability leave.

If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave or maternity leave at an earlier date than that selected by the employee. The employee may appeal such action. Medical data supporting the employee's case must accompany the appeal.

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

The employee shall include all pertinent information relating the need for a personal leave of absence with his request for leave.

- E. Authorization for Leave The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job.

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

- F. Sick Leave Credit and Vacation Credit During Leave 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 the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

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

- H. Reinstatement From Leave Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to be the Employer. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

- I. Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military services on field training or active duty for periods not to exceed a total of 31 calendar days in any one calendar year. The employee is required to submit to

the Employer an order of statement from the appropriate military commander as evidence of such duty. Employees shall be entitled to receive the difference between their regular rate of pay and their base rate of military pay for the purpose of complying with this section. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is 176 hours.

Employees who are members of those components listed in paragraph I above will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 21.2 Injury Leave Employees may be granted, depending on the circumstances, another type of paid leave known as Injury Leave (Policy dated April 11, 1995).

Sometimes on-the-job injuries occur which, because of their seriousness and complexity and in spite of the fact that they are covered by our Workers' Compensation System, nevertheless result in delays in payment of compensation which can create a hardship for employees and their families. Since the Ohio Bureau of Workers' Compensation does permit employers to advance wages to injured workers, the Richland County Engineer, in April of 1995, established a policy to cover some of these situations by creating another category of leave known as Injury Leave.

ARTICLE 22 - JURY DUTY

Section 22.1 Employees who receive a notice that they may be serving on jury duty shall provide a copy of the notice to the Engineer within one work day after receipt of such notice. Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by the United States of Ohio Courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours after being given a reasonable time to change clothes in order to prepare for work duties.

Section 22.2 In order for an employee to receive pay under this Article, upon return to work, the employee must also provide bailiff-verification from the court evidencing completion of service.

ARTICLE 23 - PROBATION PERIODS

Section 23.1 Every newly hired employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Richland County Engineer's Department and shall continue for a period of 120 work days. Probationary newly hired employees shall not be eligible for the bargaining unit until they have satisfactorily completed their New Hire Probation Period. Newly hired probationary period employees can be removed at any time during their probationary period and shall have no appeal over their removal.

Section 23.2 A promoted employee shall serve a probationary period of 60 work days (exception: HMW IV promotion probationary period is 120 work days.) Should the promoted employee fail to successfully complete his probationary period, he shall be returned to his former position at this previous rate of pay.

Section 23.3 Probationary performance evaluations shall be conducted in a manner established in the policies and procedures of the Engineer's Department.

Section 23.4 Employees shall receive a copy of their promotional and performance evaluations.

ARTICLE 24 - WORKING OUT OF CLASSIFICATION

Section 24.1 Detailing of employees to positions or work assignments of a different level than that to which they are normally assigned shall be based on good faith need. The detail method may be used as follows:

- A. To meet emergencies caused by abnormal workload, changes in organization or unanticipated absence;
- B. Pending description of classification of a new position where performance of the duties cannot be delayed;
- C. To provide a substitute for an employee or supervisor who is absent;
- D. Pending the permanent filling of the positions;
- E. The Engineer shall make temporary reassignments of work in a higher classification at each outpost to fill in for an employee who is absent for whatever reason for a period of no longer than five consecutive work days unless the Engineer and the Union mutually agree to extend the period. The temporary assignment shall be by seniority, with the most senior qualified employee given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned.

first. The employee so reassigned shall receive the higher classification pay. If the Engineer determines a qualified outpost employee is not available at the outpost, then an employee at the main garage (Mansfield Section) of the same classification shall be reassigned for the period of the vacancy.

F. An employee may be temporarily required to work in a lower classification but shall continue to receive his regular rate of pay during such assignment. The paragraph (G) is not intended to cover any employee who is demoted.

G. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.

Section 24.2 The Engineer shall temporarily reassign work in a higher classification to the most qualified senior employee at each outpost to fill in for an employee who is absent provided such absent employee "reports off" at least one-half hour prior to the start of the work day. If a qualified senior employee is not available at any outpost, the most qualified senior employee at the Main Garage (Mansfield Station) shall be reassigned.

ARTICLE 25 - JOB POSTING, TRANSFER AND PROMOTION PROCEDURE

Section 25.1 It is the policy of the Engineer to provide bargaining unit employees with an opportunity to be promoted and/or transferred. Therefore, when a vacancy occurs in a bargaining unit position, the Engineer shall post, for five working days, a notice of the opening stating the job classification, rate of pay, shift and work location. The Engineer reserves the right to make final determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled. The chief steward of the Union shall be furnished with copies of all postings.

Section 25.2 Employees who wish to be considered for the posted position must file written application with the Engineer by the end of the posting period. There will be no requirements on the Engineer to consider applications filed after the posting date. The employee shall consult with his supervisor to schedule a time to file such an application.

Section 25.3 Vacancies within any classification within the bargaining unit shall be awarded to the applicant who possesses the most seniority.

Section 25.4 Once an employee has accepted a voluntary demotion or lateral transfer, he shall not be eligible for another voluntary demotion or lateral transfer for a period of one year from the effective date of such demotion/transfer.

When an employee has been promoted, voluntarily demoted or laterally transferred, he shall not be eligible for another promotion for a period of six months from the effective date of such promotion, voluntary demotion or lateral transfer.

Section 25.5 Employees shall be assigned to the new position within 25 days after they have been notified by the Engineer that they have been awarded the new position.

Section 25.6 During the period while the posting and selection process is being administered, the Engineer may temporarily assign any employee to any vacancy to fulfill operational requirements.

Section 25.7 Within seven work days, unless more time is needed due to availability of the Engineer, the Engineer shall notify the selected employee of his promotion/transfer and shall post the name of the selected employee in the same manner as the job posting for a period of five working days or post notice that the vacancy will not be filled. The Union may request and receive a copy of the bid sheet for posted vacancies.

Section 25.8

- A. The promoted employee shall immediately receive the permanent rate of pay upon commencement of his new duties.
- B. Probationary period following promotions is 60 work days except that the probationary period for HMW IV is 120 work days.
- C. During the probationary period the employee shall receive instructions, as determined by the Engineer, to perform the duties of the new position.
- D. Should the promoted employee successfully complete his probationary period he shall remain in his promoted classification. Should the promoted employee fail to successfully complete his probationary period, he shall be returned to his former position at his previous rate of pay. The Engineer shall not determine that such a promoted employee failed to successfully complete his probationary period except for just cause.

ARTICLE 26 - LAYOFF AND RECALL PROCEDURES

Section 26.1 In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 26.2 The Employer may lay employees off due to lack of work, lack of funds, job abolishment or reorganization for reasons of economy or efficiency. Affected employees shall receive notice of any long term layoff five calendar days prior to the effective day of layoff.

Employees will be notified of the Employer's decision to implement any short-term layoff, lasting 72 hours or less, as soon as possible.

Section 26.3 The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification or classification grouping. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are laid off.

Section 26.4 Any employee receiving notice of layoff shall have five days following receipt in which to exercise his right to bump any less senior employee in a lower paying classification provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training. Employees in the following classifications – Highway Maintenance Worker 4; Mechanic 2; Special Projects Crew Leader; Sign Maintenance Worker 1, Welder, may bump into a previously held classification of an equal or higher rate provided the bumping employee has more years of service with the Employer in that classification and provided there has been uninterrupted continuous service with the Employer since holding that classification. Employees in the following classifications—Highway Maintenance Worker 2, Highway Maintenance Worker 2/Vehicle Washer, and Highway Maintenance Worker 2/Sign Shop Assistant, shall be considered as one bumping group for determination of layoff and bumping. Any employee who is bumped from his position shall have five days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any layoff affecting his position.

Section 26.5 When employees are laid off, the Employer shall create a recall list for each classification and/or classification grouping. The Employer shall recall employees from layoff within each classification and/or classification grouping as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and/or classification grouping and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period one and one-half years after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification.

Section 26.6 Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 26.7 The recalled employee shall have five calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten

calendar days following the mailing date of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice.

Section 26.8 The term "classification grouping" shall be defined as the group of classifications: Group 1 consisting of Highway Maintenance Worker IV, Welders, Mechanics 2, Special Projects Crew Leader, and Sign Maintenance Worker 1; Group 2 consisting of Highway Maintenance Worker 2, Highway Maintenance Worker 2/Vehicle Washer, and Highway Maintenance Worker 2/Sign Shop Assistant.

ARTICLE 27 – SENIORITY

Section 27.1 "Seniority" shall be defined as the uninterrupted length of continuous service with the Richland County Engineer's Department. A termination of the employment lasting less than 31 days does not constitute a break in continuous service. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service immediately following the expiration of the leave.

Section 27.2 If an employee is laid off, he shall retain his seniority for 18 months from the time of his actual layoff provided he has had one or more years of accumulative service.

Section 27.3 Seniority shall be broken when an employee:

- A. Resigns, unless reinstated within one year;
- B. Is discharged for just cause; or
- C. Is laid off and not recalled within 18 months.

Section 27.4 The Engineer shall provide the Union with a copy of the seniority list and upon request from the Union will update the list once each year. The Union and the Engineer may review the seniority list through the labor/management meeting procedures as contained in this Agreement.

Section 27.5 It is agreed that in the event a former management employee of the County should seek employment in a bargaining unit position with the Engineer's Department, the following shall apply as to seniority:

1. That employee shall retain seniority for purposes of figuring longevity, vacation, sick leave and layoff/recall.
2. For the purpose of considering promotions within the Engineer's bargaining unit that employee's prior employment with the County shall not count but shall begin at zero in the employment of the Engineer.

ARTICLE 28 – BULLETIN BOARDS

Section 28.1 The Engineer agrees to provide space from bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Engineer, bulletin boards are already available, the Engineer may permit the Union use of said bulletin boards. However, the Engineer shall not be obligated to purchase boards for the Union's use.

Section 28.2 All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval.

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Publications, rulings or policies of the Union.

Section 28.3 All other notices of any kind not covered in A through G above must receive prior approval of the Engineer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

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

ARTICLE 29 – WAGES

Section 29.1 Effective at the beginning of the first pay period after March 1, 2012, each employee's base rate of pay shall be increased by .45/hr. Effective at the beginning of the first pay period after March 1, 2013, each employee's base rate shall be increased by .45/hr. Effective at the beginning of the first pay period after March 1, 2014, each employee's base rate shall be increased by .45/hr:

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> Mar/12	<u>EFFECTIVE</u> Mar/13	<u>EFFECTIVE</u> Mar/14
HIGHWAY MAINTENANCE WORKER II	\$ 18.22	\$ 18.67	\$ 19.12
HIGHWAY MAINTENANCE WORKER II/VEHICLE WASHER	\$ 18.22	\$ 18.67	\$ 19.12
HIGHWAY MAINTENANCE WORKER II/SIGN SHOP ASSISTANT	\$ 18.32	\$ 18.77	\$ 19.22
SIGN MAINTENANCE WORKER I	\$ 18.56	\$ 19.01	\$19.46
HIGHWAY MAINTENANCE WORKER IV	\$ 18.90	\$ 19.35	\$19.80
SPECIAL PROJECTS CREW LEADER	\$ 18.90	\$19.35	\$19.80
WELDER	\$ 19.59	\$20.04	\$20.49
MECHANIC II	\$ 19.59	\$20.04	\$20.49

A one-time signing bonus of \$200.00 will be paid on the first full pay period after the contract takes effect.

Section 29.2 The Employer agrees to furnish uniforms for the Welders and the Mechanics.

The Employer also agrees to provide work gloves to employees with replacement gloves being furnished upon turn-in of a pair, which are damaged/worn to the point of being unusable. The maximum pairs of gloves per employee per year shall be 24 pair.

Instances may arise where unusual circumstances beyond the control of the employee may cause a higher than usual glove consumption. (For instance; an employee may be assigned work involving rough steel or concrete handling for many more days than other employees.) Such instances will be given special consideration on an individual basis.

Section 29.3 The Engineer reserves the right to establish the rate of pay for all newly hired employees during their new hire probation period which shall be the first 120 work days of

their employment. Upon satisfactory completion of the probationary period, the employees shall receive the permanent rate of pay for the classification.

When creating a new classification, the Engineer agrees to meet with the Union to discuss the proposed wage for that position.

ARTICLE 30 – LONGEVITY

Section 30.1 All full-time, permanent bargaining unit employees of the Richland County Highway Department shall be entitled to longevity pay at the rate of \$85.00 for each year of service starting after three years of service.

Section 30.2 Eligibility for longevity payments will be based upon continuous service with the Richland County Engineer's Department only. Previous time with other departments of the County, State Government or any of its political subdivisions shall not count toward eligibility for or payment of longevity. Previous employment with the Richland County Highway Department does not count toward longevity if there was a break in the employee's service. Part-time, temporary, seasonal or employment funded by other than the Engineer's Department shall not count towards longevity.

Section 30.3 The employee's last date of hire as a full-time permanent bargaining unit employee of the Richland County Highway Department shall be the beginning date for determining eligibility for longevity payments.

Section 30.4 Each full-time permanent employee of the Richland County Highway Department shall be entitled to a lump sum longevity payment at the first payday in December of each year in accordance with the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>LUMP SUM PAYMENT</u>
after 3 years	\$ 255.00
after 4 years	\$ 340.00
after 5 years	\$ 425.00
after 6 years	\$ 510.00
after 7 years	\$ 595.00
etc.	etc.

The Lump Sum Longevity Payment shall be made in accordance with Sections 30.3 and 30.4.

ARTICLE 31 – INSURANCE COVERAGE

Section 31.1 The Engineer agrees to provide hospitalization and medical insurance with the same coverage as is provided to the board of county commissioners and other county employees.

Additionally, the Engineer will provide a \$20,000.00 life insurance policy to each employee at no cost to the employee.

Section 31.2 Details of the various health benefits options are given in a pamphlet which is available to the employees:

Section 31.3

	<u>Single</u>	<u>Family</u>
2012 Option A	\$46.84	\$131.72
2012 Option B	Buy-out	Buy-out

Section 31.4 Employee contributions for health insurance for enrollment year 2012, 2013 and 2014 will be 10% of the total cost of the health insurance per year with a \$15.00 cap (employee contribution will not increase more than \$15.00 per month in 2013 and \$15.00 per month in 2014.) The 2012 total cost is \$1317.18 per employee enrolled in the family plan. The total cost of health insurance for an individual is \$468.46. Employees will begin the new contributions in March of 2012 and continue through February of 2013.

An employee with the family plan will pay \$131.72 per month and an employee who has an individual plan will pay \$46.84 per month for enrollment year 2012.

Terms of the health insurance contributions for 2013 and 2014 will be reviewed each enrollment year

The employer agrees to name a union insurance committee representative as a voting member of the committee.

ARTICLE 32 – PERS PICKUP

Section 32.1 Consistent with the provisions of the Internal Revenue Service Rulings 77-462, 81-35, the Employer shall pick-up each employee's mandatory contributions to the Public Employee's Retirement System of Ohio (PERS) provided that no employee's total wage or salary is increased by such pick-up nor is the employer's total contribution to PERS increased thereby. The dollar amount to be "picked-up" by the Employer:

- A. shall equal the then-current percentage amount of the employee's mandatory PERS contribution;
- B. shall be credited by PERS as employee contribution under authority of Ohio Attorney General Opinion 82-097;
- C. shall be included in computing final average salary;
- D. shall not be reported by the Employer as subject to current federal and state income taxes;
- E. shall be reported by the Employer as subject to city income taxes;
- F. shall not affect the calculations of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.

Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in contribution with other tax deferred compensation plans.

Section 32.2 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions or other governing regulation, the Employer will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 33 – CONTRACTING OUT

Section 33.1 The Union recognizes the Engineer's right to contract and/or subcontract out work in order to satisfy the demands of the public and to successfully operate the Department. However, the Engineer will not contract or subcontract out work for the sole purpose of eliminating and eroding bargaining unit members.

ARTICLE 34 – WAIVER IN CASE OF EMERGENCY

Section 34.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Richland County Commissioners, the Richland County Engineer, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and,

- B. all work rules and/or agreements and practices relating to the assignment of all county employees.

Section 34.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

ARTICLE 35 – SEVERABILITY

Section 35.1 Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal or competent jurisdiction, it shall be of no further force and effect, but such invalidation or such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 35.2 In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 36 – NO STRIKE – NO LOCKOUT

Section 36.1 Inasmuch as the Agreement provides machinery for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the County of Richland. Therefore:

- A. 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 or any other interruption of operations of services of the Engineer by its members or other employees of the Engineer. When the Engineer notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined above, the Union shall immediately and conspicuously post the notice 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. Should the employees fail to return to work or the Union fails to post such notice, the Engineer shall have the option of canceling any Article, Section or Subsection of the Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal. It is agreed that the Union representative will be given an opportunity to meet with the Engineer or his/her representative prior to exercise of the Engineer's option to cancel any Article, Section or Subsection of the Agreement.

- B. The Engineer agrees that neither it; its officers, agent or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of this Article.

ARTICLE 37 – CDL/JOB REQUIREMENTS

Section 37.1 It is the responsibility of employees to maintain the minimum qualifications of their classification. Employees failing to meet the minimum qualifications of their classification or failing to meet state or federal requirements (such as a Commercial Driver's License) may "bump" into a lower paying classification on seniority. (See Article 26, Section 26.5 for bumping procedure.) Such employee must exercise his/her bumping rights within five days by notifying the Engineer in writing of his/her intent to bump. Any employee who is bumped from his/her position shall have five days in which to exercise his/her bumping rights in a similar manner.

Section 37.2 All employees who are required to have a CDL, the employer shall reimburse to the employee the renewal amount for the CDL.

Section 37.3 If an employee does not meet the requirements of his/her classification, he/she shall receive the rate of pay of the classification into which he/she has bumped.

Section 37.4 Those employees whose classification requires a CDL must have a valid Class A CDL with an N rider.

Section 37.5 Those employees whose classification requires a CDL and who perform or may perform safety sensitive duties must comply with the provisions of the Federal Omnibus Transportation Omnibus Transportation Employee Testing Act of 1991 and the associated Department of Transportation requirements.

This act directs affected employees to participate in mandatory drug and alcohol testing as outlined in the federal statutes. The "Engineer's Policy on Alcohol and Drug Testing" covers the mechanics of this mandatory program which directs five types of testing: (1) Pre-Employment Testing (2) Random Testing (3) Post-Accident Testing (4) Return-to-Duty & Follow-up Testing and (5) Reasonable Suspicion Testing.

ARTICLE 38 – DURATION OF AGREEMENT

Section 38.1

- A. This Agreement shall be effective March 1, 2012 and shall remain in full force and effect until midnight February 28, 2015.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 90 calendar days prior to the expiration date, nor no

less than 45 calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt.

- C. Should either party desire to terminate this Agreement, they shall give written notice by certified mail to the other party ten days in advance of the desired termination date which shall not be before the termination date provided for in Paragraph A above.

- D. The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed from law from the area of collective bargaining, and that the understandings and agreements 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 collective or individually with respect to any subject 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 matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 38.2 This Agreement constitutes the entire Agreement between the parties, and all other Agreements – written, oral or otherwise are hereby canceled.

SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Agreement at Richland County, Ohio,
this 28th day of February, 2012.

FOR THE RICHLAND
COUNTY ENGINEER

FOR OCSEA/AFSCME
LOCAL 11

Thomas E. Beck
Thomas E. Beck
Richland County Engineer

Christopher Mabe
Christopher Mabe
Executive Director

Ben Perzanowski
Ben Perzanowski
Chief Negotiator

Patricia R. Howell
Patricia Howell
Chief Negotiator

Adam Gove
Adam Gove
Negotiating Team

Mark Wright
Mark Wright
President

Greg Bush
Greg Bush
Negotiating Team

Mike Wilson
Mike Wilson
Vice President

Garry Biser
Garry Biser
Negotiating Team

Approved as to form:

Tim Wert
Tim Wert, Richland County Commissioner

Ed Olson
Ed Olson, Richland County Commissioner

Gary Utt
Gary Utt, Richland County Commissioner

MEMORANDUM OF UNDERSTANDING 3-PAYROLL DEDUCTION/ (P.E.O.P.L.E.)

This Memorandum of Understanding is entered into by the Richland County Engineer and the OCSEA/AFSCME Local 11, Chapter 7020.

The Employer agrees to deduct bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

MEMORANDUM OF UNDERSTANDING 5-REIMBURSEMENT/EYEGASSES BROKEN ON THE JOB

The following policy applies to reimbursement for eyeglasses broken on the job.

Employees may be reimbursed up to 50% of the cost to repair/replace eyeglasses accidentally broken on the job under the following conditions:

- a. The employee must have been engaged in assigned work at the time the damage occurs.
- b. Proper work methods/procedures were being used and the damage was not caused by employee carelessness or disregard of proper safety and work procedures.
- c. All designated safety equipment was being used, (for instance – goggles must be work when operating the chipper).
- d. The incident was observed by a witness.

When an employee experiences eyeglass damage, which fit the above criteria, he/she shall submit a written claim for partial reimbursement to his/her supervisor. The supervisor will inform the Highway Superintendent of the claim and the Superintendent will schedule a short meeting for the following people to consider the claim:

- a. The employee's on-scene supervisor.
- b. A bargaining unit representative (designated by the bargaining unit president).
- c. The Highway Department Superintendent.

Following this meeting, if the committee feels reimbursement is warranted, the Superintendent shall so inform the Engineer who may approve the claim at this discretion.