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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HOURLY EMPLOYEES OF THE LOGAN COUNTY HIGHWAY DEPARTMENT (HELCHD)

AND

LOGAN COUNTY ENGINEER'S OFFICE

Effective

Three Years from Execution

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ARTICLE 1 AGREEMENT

This Agreement is between the Logan County Engineer (the "Engineer") and The Hourly Employees of the Logan County Highway Department (HELCHD), (The "Union").

ARTICLE 2 PURPOSE

This Agreement intends to provide for an orderly, harmonious, and cooperative relationship between the parties, to promote improved work performance, to attract and retain qualified employees, to provide for the peaceful and equitable adjustment of differences which may arise, to assure the effectiveness of service by providing an opportunity for employees to meet with the employer and to exchange views and opinions on policies and procedures affecting the conditions of their employment and to provide an opportunity for the Union and the Employer to negotiate as to wages, employee benefits and working conditions.

ARTICLE 3 RECOGNITION

Section 3.1 The Employer recognizes The Hourly Employees of the Logan County Highway Department as the sole and exclusive bargaining representative for all fulltime employees in the bargaining unit. This unit shall include those employees of the Logan County Engineer in the following classifications certified by the State Employment Relations Board in Case No. 11-MED-12-1719.

Included: Fulltime employees of the Logan County Engineer in the classifications of Highway Worker I, Highway Worker II, Highway Worker III, Highway Worker Trainee I, Highway Worker Trainee II, Head Mechanic, Mechanic I and Mechanic II.

Excluded: All management level, supervisory, professional, student, confidential and fiduciary employees as defined in the Act and all seasonal and casual employees as defined by the State Employment Relations Board. Routemarker I and Routemarker II classifications have been excluded in this Agreement.

Section 3.2 If the Employer creates new bargaining unit classifications, the Employer shall notify the Union in writing of the title and position description of the new classification. The Union may request in writing that the parties meet to discuss the bargaining unit status of the new classification. The Union may pursue the dispute through the proper State Employment Relations Board procedure. This section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend a certification or to clarify a bargaining unit.

When a new job classification included in the bargaining unit is established, the parties will meet to negotiate the rate of pay for the job at least thirty (30) days in advance of the filling of the new classification. If no agreement concerning the rate

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of pay can be reached between the parties, they will submit it to the grievance procedure at Step 3.

Section 3.3 The parties agree that neither the Employer nor the Union shall discriminate against any employee because of the employee's membership or non-membership in the Union or participation or lack of participation in Union activities.

Section 3.4 All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer.

Section 4.2 The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or the Employer's designated representative.

Section 4.3 The Employer's authority and responsibility includes, but is not limited to, the following:

1. Manage and direct its employees, including the right to select, hire, promote, retain, transfer, assign, schedule evaluate, lay off and recall or to counsel, reprimand, suspend, demote, discharge or otherwise discipline for just cause;
2. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
3. Make any and all rules and regulations and to otherwise exercise the prerogatives of management;
4. Maintain and improve the efficiency and effectiveness of governmental operations;
5. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
6. Determine work standards and the quality and quantity of work to be produced;
7. Select and locate buildings and other facilities;
8. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other agency, entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
9. Terminate or eliminate all or any part of its work or facilities;
10. Transfer or subcontract work;
11. Determine the necessity to schedule overtime and the amount of overtime required;
12. Determine the overall mission of the employer as a unit of government and to take action to carry out the mission of the public employer as a governmental unit;
13. Determine the starting time, quitting time, shift assignment and number of hours to be worked by its employees.

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Section 4.4 The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5 DUES DEDUCTION

Section 5.1 During the term of this Agreement, the Employer shall deduct initiation fees and dues levied by the Union from employees who voluntarily signed dues deduction authorization forms permitting said deductions.

Section 5.2 The initiation fees and dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify, in advance of when amounts are due, to the Employer, the amounts due and owing from the employees involved. The Union shall provide written notification to the Engineer and the County Auditor at least two weeks in advance of the time for requested change.

The Union shall provide one copy of its Constitution and Bylaws to the Logan County Engineer's Office.

Section 5.3 The Employer shall deduct dues, initiation fees or assessments from each biweekly pay period. If an employee has not paid dues on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 5.4 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to The Hourly Employees of the Logan County Highway Department, within fifteen (15) days, barring unusual circumstances, from the date of making said deductions.

Section 5.5 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.6 Limitation of Dues Deductions The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period, shall fail to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.

Section 5.7 Errors in Dues Deductions It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error is made, it will be corrected at the next pay period that the Union dues will normally be

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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 5.8 Correction of Deduction Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period in which union dues are regularly deducted if the total deduction does not exceed the total of two (2) month's regular dues from the pay of any Union member, nor will the Employer deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 5.9 Any employee who joins the Union and becomes subject to dues deduction shall remain a member of the Union during the term of this Agreement. Any employee who desires to revoke his membership in the Union may do so during June 2013 or the thirty (30) day period prior to the expiration of the Agreement by giving written notice to the Union.

ARTICLE 6 REPRESENTATION, CONSULTATION AND NEGOTIATION

Section 6.1 The Employer agrees to keep the local president informed of pertinent matters having an effect upon the employment relations and/or working conditions of the "Bargaining Unit" employees.

Section 6.2 The Union will designate not more than three (3) unit stewards and one alternate steward within the employ of the Employer. One of the unit stewards will be Chief Steward.

The Union shall designate the jurisdictional areas for the unit stewards and the alternate steward.

The Union shall notify the Employer in writing of the names of the unit stewards and alternate steward and their respective jurisdictional areas within twenty-four (24) hours after the stewards are appointed. Any changes thereafter will be forwarded to the Employer by the Employees as soon as the changes are made.

Section 6.3 If an employee brings any grievance to the Employer's attention beginning with Step One, the employee shall represent himself and follow the steps in Article 9 (Grievance Procedures).

Section 6.4 The Bargaining Committee shall consist of no more than three (3) employee members of the "Union". The Union will notify the Employer in writing of the names of members selected to serve on the Bargaining Committee at least one (1) calendar week prior to the first scheduled negotiation date. Members so selected shall notify their immediate supervisors of their selection, and of all scheduled

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negotiation dates, as soon as such information is made known to the selected member.

Section 6.5 If the Engineer schedules a meeting where a union steward is permitted to be present under this Agreement and the meeting is scheduled during the steward's normal work hours, then one steward shall not lose straight time pay for time spent at such meeting.

Section 6.6 The union representative, with prior approval, may meet with bargaining unit employees prior to the work days on the Employer's premises. Such approval shall not be unreasonably denied. These meetings shall not interfere with employees' work assignments.

Section 6.7 The Employer grants the employees the right to hold meetings on County Engineer's property to inform employees of the results of formal or informal meetings between management and labor. These meetings are to be at a time mutually agreeable to the Employer and Union and shall be no longer than one-half (1/2) hour during a regular working day. These meetings may occur at the beginning or end of the work day once per month.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1 Essential Service It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

Section 7.2 Union Responsibility If any Union members individually or collectively engage in a work slowdown or a walkout, the Union, upon notification by the Engineer, shall publicly denounce such violation, disclaim approval, and order those participating to return to work immediately.

Section 7.3 No Lockout The Engineer, or any of his representatives shall not lockout any member of this bargaining unit.

ARTICLE 8 BULLETIN BOARDS

Section 8.1 The Employer shall provide bulletin boards in agreed upon areas of each facility for use by the Union to enable employees to see notices posted thereon when reporting to or leaving their work stations, or during their rest periods. The minimum size of a bulletin board shall be two (2) feet by four (4) feet unless both parties agree it should be smaller.

Section 8.2 All notices which appear on the Union's bulletin boards shall be posted by the highest ranking official of the Union and shall relate to items of interest to the

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employees. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer or Employer's prior approval.

A. Employees 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 standing committees and independent arms of the Union; and
G. Publications, ruling or polices of the Union.

All other notices of any kind not covered by A through G above must receive the prior approval of the Engineer or Employer or his designated representative. It is also understood that no material may be posted on the employees bulletin boards at any time which contain the following:

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

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Definition There shall be an earnest, honest effort to settle disputes and controversies promptly. A grievance shall be defined as an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. For purposes of this Article, days shall mean working days that the Engineer's office is open for business to the public.

Section 9.2 A group grievance concerning two or more people may be filed by one employee selected by such group to serve as the employee-grievant. All employees of such group shall sign the grievance.

Section 9.3 All grievances must be filed in writing and must contain the following information:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance is filed;
4. Name of supervisor with whom the grievance was filed;
5. Where the facts giving rise to the grievance occurred;
6. Description of the incident giving rise to the grievance;
7. Each article and section of the Agreement allegedly violated;
8. Resolution requested.

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Section 9.4 The Grievance Procedure All grievances shall be handled in accordance with the grievance procedures set forth below:

Step 1 The Informal Grievance An employee having a grievance shall first take up the matter informally with his or her immediate supervisor within forty-eight (48) hours of the incident. No written reports need to be submitted and there shall be no appropriate unit steward present. If the grievance is not settled, it shall be reduced to writing, signed by the grievant, and forwarded to the Engineer's designated representative within ten (10) work days after the incident.

Step 2 The Written Grievance Within five (5) work days of the receipt of a written grievance, the Engineer's designated representative will conduct a meeting with the employee-grievant. The employee will notify the appropriate unit steward that such a meeting is scheduled. The grievant may be accompanied by the unit steward at this meeting. The Engineer's representative shall give his written decision on the grievance within the next five (5) days following this Step 2 meeting.

Step 3 The Engineer's Meeting If the grievance is not satisfactorily resolved at Step 2 the grievance may be presented, in writing, to the Engineer. The written grievance must be submitted to the Engineer within five (5) work days after the grievant receives the decision (per Step 2, above). The Engineer will conduct meetings within five (5) days from the time of the notice requesting such a meeting. The grievant may be accompanied by the unit steward at this meeting. The Engineer will give his written decision of the grievance within the next ten (10) working days after the meeting is concluded.

Step 4 Mediation Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set forth in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference.

Step 5 Arbitration

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by notice in writing to the American Arbitration Association (AAA) requesting a panel of five (5) arbitrators with a copy to the Engineer, postmarked within ten (10) working days following receipt of the Engineer's answer in Step 3. Either party may reject one (1) entire panel. Both the Engineer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. Except as otherwise specified by this Agreement, the rules of the American Arbitration Association shall

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apply. All arbitration hearings shall be held in Logan County, Ohio (unless the parties mutually agree otherwise).

B. Selection of the arbitrator and scheduling of the arbitration hearing shall be completed within forty-five (45) calendar days after the request for the arbitration panel is sent unless an extension is mutually agreed upon. The parties will schedule cases involving discharge as soon as possible.

C. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement including but not limited to wages. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any issue not submitted to him. 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. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the pay period prior to the date the grievance was presented to the Employer in step 1 of the grievance procedure.

The question of arbitrability of the grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

The arbitrator's decision shall be final and binding on the Union, the employee and the Employer. The arbitrator's fees shall be split equally by the parties. If the arbitration award is split, the arbitrator shall apportion the fees between the parties. Expenses, if any, of witnesses shall be borne by the party calling the witness. It is agreed and understood that the calling of witnesses shall not interfere with the Employer's operations. Bargaining unit employees who are called as witnesses shall be entitled to their regular pay only during their normal work hours. Fees of a court reporter shall be paid by the requesting party. The other party may obtain a copy of the transcript at its own cost.

D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

Section 9.5 The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. The waiver must be in writing and signed by both parties.

Section 9.6 In the event a grievance is not timely filed or timely appealed as required, the grievance shall be deemed withdrawn and not subject to further processing as a grievance, without establishing a precedent. In the event a grievance is not timely

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answered at any Step, the Union may proceed to the next step of this procedure pursuant to the provisions of this Article.

ARTICLE 10 WORK RULES

Section 10.1 Right to Promulgate The Union recognizes that the Engineer has the right to promulgate reasonable work rules. Members of the bargaining unit shall receive upon request a copy of these aforementioned rules.

Section 10.2 Advance Notice of Changes The parties recognize that it is the philosophy of the Engineer to inform the employees in advance of any change in the work rules except in an emergency situation. This notice may be made by posting a notice on the bulletin board(s), or through general distribution of a memorandum.

Section 10.3 Rules in Conflict With Agreement Invalid Should any work rules conflict with the specific provisions of this Agreement, such rule shall be invalid.

ARTICLE 11 LABOR MANAGEMENT MEETINGS

Section 11.1 Labor management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall be between no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. Bargaining unit members who attend L/M meetings during their normal work hours shall not lose straight time pay for time spent in such L/M meetings.

Section 11.2 A regular quarterly L/M meeting will be held between the Employer and Union representatives to discuss matters of mutual concern. Such meeting will be held on the first Wednesday of January, April, July and October on the Employer's premises. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings each month. In the event neither party has submitted an agenda item for discussion for any month, the L/M meeting for that month may be canceled by mutual agreement between the Local President and the Employer.

Section 11.3 Each party is responsible for maintaining its own records concerning labor/management meetings and proceedings.

ARTICLE 12 PROBATIONARY PERIOD

Section 12.1 All newly hired employees shall be required to serve a probationary period of 180 days. Upon successful completion of the probationary period, the employee shall be placed on the seniority list based on the most recent date of hire.

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Section 12.2 The Employer may discipline or discharge a probationary employee during his probationary period without any recourse to the grievance/arbitration procedure set forth in this Agreement or State Personnel Board of Review.

Section 12.3 Upon agreement of the Employer, the Union and the employee, the probationary period may be extended for up to ninety (90) days.

Section 12.4 Employees are not eligible for bonuses, pay increase or personal leave during a probationary period. The probationary period shall be counted as service time.

Employees are entitled to use personal leave after their probationary period is successfully completed.

These provisions will only apply to new hires.

These provisions will not apply to an existing employee who is on a probationary period due to filling a vacancy pursuant to Article 14-Job Posting and Bidding.

ARTICLE 13 DISCIPLINE

Section 13.1 Employees may be disciplined for just cause. All discipline is subject to the grievance procedure.

Section 13.2 Disciplinary action shall be progressive and corrective in nature and shall not be applied in an arbitrary manner. Nothing in this Article shall be construed as limiting the Employer's ability to implement discipline at an advanced step where appropriate. Discipline shall take into account the nature of the violation, the employee's record of discipline and other appropriate considerations.

Section 13.3 Disciplinary action may be taken in the following manner:

a. verbal warning
b. written warning
c. suspension without pay
d. reduction
e. discharge from employment

Section 13.4 Disciplinary action shall be carried out in a private and business like manner.

Section 13.5 In the event an employee is to be given disciplinary action for behavior or conduct which warrants a suspension or removal, a pre-disciplinary meeting between the employee and the Engineer or the Engineer's designee shall be arranged. The pre-disciplinary meeting will be scheduled not earlier than forty-eight (48) hours after the time the employee is notified of the meeting and of the charges against him or her. The employee may have a Union representative present for the pre-disciplinary meeting. The employee is responsible for notifying the representative.

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Section 13.6 At the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting and present an oral or written statement; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is physically unable to appear at the hearing, have his representative appear at the meeting and present an oral or written statement; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice, fails to appear, or fails to cause his representative to appear, at a pre-disciplinary meeting shall be considered to have waived the meeting.

Section 13.7 After the pre-disciplinary meeting, the employee shall be notified in writing of the disciplinary action on the effective date of such disciplinary action. The employee may file a written appeal of discipline that results in a loss of pay in accordance with the grievance and arbitration procedures set forth in Article 9 of this Agreement. Suspensions and terminations may be appealed directly to Step 5 of the grievance procedure. The parties agree that the State Personnel Board of Review and the Ohio Department of Administration Services shall have no jurisdiction over bargaining unit employees.

Section 13.8 When the Employer determines that the offense is of such a nature that immediate action is required, the Employer is not prohibited by the terms of this Article from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

Section 13.9 Copies to Employees An employee shall be given a copy of any written reprimand or evaluation entered in his personnel record.

Section 13.10 Employee Access to Personnel File An employee shall have access to his or her individual personnel folder for review during normal business hours.

Section 13.11 Discipline may only be appealed through the grievance procedure. Verbal and written reprimands may only be appealed through Step 3 of the grievance procedure.

Section 13.12 Verbal warnings and written reprimands will not be used to determine progressive discipline one year after the effective date of the discipline provided there is no intervening disciplinary action during the one year period.

Suspensions of three days or less will not be used to determine progressive discipline three years after the effective date of the discipline provided there is no intervening disciplinary action during the three year period.

ARTICLE 14 JOB POSTING AND BIDDING

Section 14.1 These provisions shall apply when a vacancy exists in the bargaining unit and the Employer intends to fill the vacancy. The Employer has the sole discretion to determine if a vacancy shall be filled. A vacancy is defined as an opening in a particular bargaining unit classification where the Employer has created a new classification or has increased the number of jobs in an existing bargaining unit

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classification, or where an opening occurs in a bargaining unit classification as a result of a promotion, transfer, quit, discharge or other termination of employment.

Section 14.2 The vacancy will be posted on the agency bulletin board for a period of seven (7) calendar days. Each vacancy notice will specify the job title, hours, location, pay range, program, job description, date of posting, qualifications and name of supervisor at the time of posting. Employees within the agency will have the first opportunity to fill such vacant position. Employees wishing to be considered for such vacant position shall indicate in writing to the Engineer or his designee during the posting period. An employee who is serving in a probationary period shall not be considered for a new position. The Employer shall not be obligated to consider any application not timely filed. Existing employees within bargaining unit classifications will be given an opportunity to apply and interview for job postings if minimum job qualifications are met.

Section 14.3 The Engineer shall select the most qualified employee for the vacant position and consider requirements of the positions, seniority, experience, qualifications and training, relevant education, work history and personal interview (if applicable).

In the event two or more employees are relatively equally qualified, the position shall be awarded to the employee with the most seniority.

Section 14.4 The Employer shall not be obligated to fill a position if no applicant meets the qualifications for the position as set forth in the posting. Once the selection has been made, the Employer will notify all applicants of the Employer's selection.

Section 14.5 Employees who fill a vacancy pursuant to this section shall serve a probationary period of one hundred twenty (120) days. Employees who fail to satisfactorily perform the duties of the new position may be returned to their former position any time during the probationary period.

Section 14.6 Whenever the Engineer temporarily assigns a bargaining unit employee to perform the duties of a higher classification, he shall be paid at the rate for the higher classification when the employee works four (4) or more consecutive hours in the higher classification.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1 This Article shall apply in the event that a layoff of bargaining unit employees becomes necessary. Employees may be laid off due to lack of work, lack of funds or a job abolishment. The Employer, in its discretion, shall determine whether layoffs are necessary.

Section 15.2 The Employer shall notify the Union and each affected employee(s) to be laid off at least twenty-one (21) calendar days before the date of layoff. Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classification.

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Section 15.3 If the Employer determines that layoffs are necessary, employees will be laid off in the following order within the affected classification(s):

(a) temporary & casual employees;
(b) seasonal employees;
(c) probationary employees; and
(d) non-probationary employees in accordance with their classification seniority.

Section 15.4 Employees who are laid off shall be placed on a recall list for one and one-half (1-1/2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Engineer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Engineer of his intention to return within three (3) days after receiving notice of recall. The Engineer shall be deemed to have fulfilled his obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Engineer with his latest mailing address.

Section 15.6 The Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction concerning the layoff of bargaining unit employees.

ARTICLE 16 SICK LEAVE

Section 16.1 For each bi-weekly pay period in active pay status, bargaining unit employees shall be entitled to earn 4.6 hours of sick leave.

Section 16.2 Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

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

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

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C. Examination of the employee, including medical, psychological, dental or optical examination, by an approved practitioner which cannot be scheduled during non-work time.

D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary.

E. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary. A physician's note confirming the appointment date and time is required and shall be attached to the sick leave request form.

For the purpose of this Article, the definition of immediate family shall be: spouse, child, parent or parent-in-law, or dependents residing in the employee's household. In order for an employee to be paid while on sick leave, he shall submit a written statement requesting leave and the reason for such leave either prior to the leave or immediately upon return to work.

Section 16.3 An employee who transfers from another Ohio Public agency may retain his sick leave balance. An employee who is reinstated by the Employer within ten (10) years of his separation from employment with another Ohio employer shall be entitled to his previously earned but unused sick leave.

Section 16.4 Upon retirement from the Logan County Engineer's Office under PERS, an employee shall be entitled to payment of twenty-five (25%) of his accrued but unused sick leave up to a maximum payment of 240 hours.

Section 16.5 In the event of the death of a member of the employee's immediate family, the employee shall be granted three (3) days off to be deducted from sick leave plus the use of accumulated but unused vacation leave for up to two (2) additional days for the purpose of making necessary arrangements and attending the funeral. One of the days of absence must be the date of the funeral. The Engineer may grant additional days if unusual circumstances so warrant. For the purpose of this section, immediate family shall be mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent and legal guardian. In the event of the death of other family members, the Engineer may grant the use of one (1) day of accumulated but unused vacation leave or compensatory time to attend the funeral. Additional time may be granted at the Engineer's discretion if exceptional circumstances exist. The Engineer may require proof of death, relationship to the deceased, and/or attendance at the funeral.

Section 16.6 Employees may use up to two (2) days of bereavement leave not deducted from sick leave upon the death of the employee's spouse, child or parent.

Section 16.7 Employees may convert a maximum of twenty-four (24) hours of sick leave per year to use as personal leave. Personal leave shall be prorated between April 1 and March 31 for employees with less than one year of service.

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Employees who maintain the following accrued hours of sick leave during the twelve month period of April 1 through March 31 and who use no more than forty (40) hours of sick leave during that period may convert additional hours of sick leave to personal leave.

This provision shall be effective beginning April 1, 2012, if the contract is executed by that date. If the contract is executed after April 1, 2012, the amount of personal leave shall be prorated for the number of work days from the date of execution through March 31, 2013.

This provision is not available to employees during their probationary period. The employee's actual hours worked in an active pay status not exceeding forty (40) hours per week during a probationary period shall be included for proration of available personal leave hours, after the probationary period.

Accrued Sick Leave Balance	Total Sick Leave Hours to Personal Leave
120 Hours	32 Hours
480 Hours	36 Hours
1,040 Hours	40 Hours

ARTICLE 17 VACATION LEAVE

Section 17.1 Fulltime employees shall earn annual vacation leave according to the following schedule:

Years of Service	Maximum Annual Accumulation	Maximum Bi-Weekly Accrual
Less than 1 year of service	No vacation	
1 year but less than 8 years	80 hours	(3.10 / 80 hours)
8 years but less than 15 years	120 hours	(4.60 / 80 hours)
15 years but less than 24 years	160 hours	(6.20 / 80 hours)
25 years plus years	200	(7.7 / 80 hours)

Section 17.2 The above service credit requirement need not be continuous, however, completion of a total of one (1) year service with the Employer is required before eligibility for any vacation leave is established.

Section 17.3 Vacation leave shall be taken by the employee during the year in which it is accrued and prior to the next recurrence of the anniversary date. Employees may have no more than three (3) years of vacation leave at any time. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess this amount. Such excess leave shall be eliminated from the employee's leave balance.

Section 17.4 Requests for vacation leave shall be in increments of not less than one hour.

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Section 17.5 Days specified as holidays in Article of this Agreement shall not be charged to an employee's vacation leave.

Section 17.6 An employee with at least one (1) year of service entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit for the year immediately preceding the last anniversary day of employment.

Section 17.7 In the case of the death of an employee, the unused vacation leave shall be paid in accordance with the applicable Section(s) of the Revised code, or to his estate.

Section 17.8 Prior to March 1 of each year, employees may submit their choice for vacation leave during that calendar year and through the first week of the following year. Where employees request the same vacation period, such leave requests shall be on the basis of seniority of those desiring the same period. The parties recognize that the Engineer has the authority to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by the employees whenever possible. Once vacation periods have been scheduled, the Engineer shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. It is the expressed intent of the Engineer to exercise the authority to change employees scheduled vacation periods as seldom as possible, subject to the chip seal program or an emergency.

After an employee has made a vacation selection, he shall not be allowed to change his selection, if such change would disturb the choice of another employee. The Engineer may, however, approve a change in selection based on seniority provided no other employee's choice is disturbed. The Engineer may also approve an employee changing his scheduled vacation with another employee of the same classification and work unit.

ARTICLE 18 HOLIDAYS

Section 18.1 Fulltime bargaining unit employees are entitled to pay for the following holidays:

1. New Year's Day
2. Martin Luther King Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas

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Section 18.2 If the holiday falls on Sunday, it will be observed on the following Monday, if it falls on Saturday, it will be observed on the preceding Friday.

Section 18.3 In observance of each authorized holiday, fulltime employees shall receive eight (8) hours straight time pay for each authorized holiday. When a fulltime employee is required to work on a holiday, he shall receive, in addition to the eight (8) hours straight time pay provided for in this Section, his overtime hourly rate of pay for all hours actually worked on the authorized holiday.

Section 18.4 To receive pay for the above holidays, the employee must be in active pay status on his or her assigned shift immediately preceding and immediately following the holiday.

Section 18.5 Employees who are working a ten (10) hour shift in a work week in which a holiday falls shall be entitled to use two (2) hours of vacation leave in order to receive ten (10) hours pay for the work day on which the holiday is observed.

Section 18.6 If the Engineer approves a one-half day of holiday on Christmas Eve for non-bargaining unit employees, then bargaining unit employees shall receive the same one-half day as a holiday. Employees who are off on vacation leave on Christmas Eve shall not be entitled to this holiday pay.

ARTICLE 19 LEAVE OF ABSENCE

Section 19.1 The Employer agrees to comply with the State and Federal law concerning military leave.

Section 19.2 Court Leave The Engineer shall grant full pay when an employee is summoned for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Engineer unless such duty is preformed totally outside of normal working hours. Employees shall provide appropriate documentation of such leave.

Employees will honor any subpoena issued to them, including those for Ohio Bureau of Workers Compensation, Ohio Bureau of Unemployment Compensation, and State Personnel Board of Review hearings.

Employees shall not be granted compensation as provided for in this Section when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters. Employees may utilize accumulated but unused vacation leave or leave without pay for such absences, at the employees' option.

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ARTICLE 20 MEDICAL EXAMINATION/DISABILITY SEPARATION

Section 20.1 An employee who is unable to perform the essential functions of the job may request an unpaid disability leave. A disability leave may be granted when the disability continues beyond accumulated sick and vacation leave rights and provided the employee is:

1. hospitalized or institutionalized;
2. in a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. is declared incapacitated for performance of the duties of the position by a licensed physician.

Reinstatement rights following disability leave extend for one (1) year if the employee is able to perform the essential functions of the job. Upon reinstatement from disability leave, an employee will be returned to the same or to a similar position held at the time such leave commenced.

An employee who has been granted a disability leave is to be reinstated within ninety (90) days after making written application and passing medical examination showing full qualifications to perform the duties of the position. This examination will be paid for by the employee. Prior to reinstatement, the Employer may require the employee to be examined by a physician of its choosing. The Employer shall pay for the cost of the examination.

Section 20.2 The Employer may require an employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the employee's physical or mental capability to perform the essential functions of his or her job. Medical examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

Section 20.3 If the employee disagrees with the results of the examination ordered by the Employer, he may be examined by a licensed medical practitioner of his choice at his expense. If the two reports conflict, the physicians shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance and arbitration article.

Section 20.4 If an employee is found not able to perform the essential functions of his or her job, the employee may request available sick leave and/or vacation leave. An employee without sick leave or vacation leave may be placed on unpaid disability separation.

Section 20.5 An employee's refusal to submit to an examination will be considered insubordination and shall be grounds for discipline up to and including termination.

Section 20.6 If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of one (1) year unless the employee is certified as able to return to work by a licensed medical

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practitioner. If the employee is not able to return to work by the end of the one (1) year period, the employee shall be deemed separated. If the employee is certified to return to work by a licensed medical practitioner, the Employer shall have the right to have the employee examined prior to his return to work. If the two reports conflict, the parties shall choose a mutually agreeable licensed medical practitioner whose decision shall be final, binding and not subject to appeal under the grievance and arbitration article.

Section 20.7 Any cost of examination required by the Employer shall be paid by the Employer. Any cost of examination by a neutral licensed practitioner shall be paid by the Employer.

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 The regular workweek for bargaining unit employees shall be forty (40) hours consisting of five consecutive eight (8) hour workdays or four ten (10) hour workdays. Except in emergency situations and upon approval of the Engineer or his designee, no employee shall work more than sixteen (16) hours in a 24 hour period. The Employer shall provide ten (10) working days notice in advance of schedule changes except in the event of an emergency.

Section 21.2 Employees shall be entitled to one and one-half times their regular hourly rate for all hours worked in excess of the normal workday or forty (40) hours in a workweek.

Section 21.3 There shall be no pyramiding of overtime.

Section 21.4 In lieu of paid overtime, employees may select compensatory time up to a maximum accumulation of one hundred sixty (160) hours. Such time shall be credited at one and one-half hours for each overtime hour worked. Compensatory time must be used within six (6) months of the time it is earned. However, employees may carry up to forty (40) hours of compensatory time for up to nine (9) months. Any compensatory time not used within this period shall be paid to the employee.

Section 21.5 Employees who are called in at hours that do not abut their normal work schedule shall be entitled to a minimum of four (4) hours pay at the straight time rate.

Section 21.6 Nothing in this Article shall be construed as prohibiting the Employer from making changes to the schedule for operational reasons.

Section 21.7 For purposes of snow removal, the Employer shall rotate overtime opportunities based on seniority among employees in the highway worker classifications. For purposes of this section, all highway workers shall be combined on one list. Once an employee is offered an overtime opportunity (whether or not worked) he shall be placed at the bottom of the overtime list.

During each season, employees who have not responded (answering the call) to overtime on three (3) occurrences and/or do not respond by contacting the On-Call

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Personnel within thirty (30) minutes of the initial call per event, will be subject to disciplinary action. Snow removal is an essential job function and must be performed, upon request, by bargaining unit employees. Failure to respond will be reviewed on a case-by-case basis and documentation of absence from duty will be required.

The rotating seniority list for overtime shall not apply to regularly scheduled overtime, hold-over overtime, or early start assignment upon arrival.

Nothing in this Article shall prohibit the Employer from mandating overtime when necessary.

Section 21.8 All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they should have worked at least one hour of that half shift. Rest periods may be scheduled by the Employer to accommodate work schedules and activities.

Section 21.9 Supervisors shall not work alone performing bargaining unit work on an overtime basis if the work can be scheduled during regular working hours of bargaining unit members.

ARTICLE 22 WAGES

Section 22.1 Bargaining unit employees shall be entitled to the following wage increases: Base wage rates are set forth in Appendix A of the Agreement.

ARTICLE 23 LONGEVITY

Section 23.1 Effective upon execution, in addition to the base pay rate, each employee shall be eligible for longevity payments in accordance to the following schedule:

Length of Continuous Service With Logan County Engineer	Longevity Pay
Beginning of the 5th year through The end of the 9th year	$.20 per hour added to appropriate base pay of above schedule
Beginning of the 10th year through The end of the 14th year	$.25 per hour added to appropriate base pay of above schedule
Beginning of the 15th year through End of the 19th year	$.30 per hour added to appropriate base pay of above schedule
Beginning of the 20th year through The end of the 24th year	$.35 per hour added to appropriate base pay of above schedule
Beginning of the 25th year through rest of employment	$.40 per hour added to appropriate base pay of above schedule

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Any employee who resigns his/her position, retires or is discharged for cause shall immediately cease to be entitled to any such longevity payments. If any employee is re-employed by the Employer, he/she shall receive no longevity payments until he/she again meets the time requirements of the above schedule. Determination of the addition of each year of service shall be calculated as of the employee's anniversary date of employment.

ARTICLE 24 HEALTH INSURANCE

Section 24.1 Bargaining unit employees shall be entitled to health insurance coverage on the same basis that such coverage is offered to non-bargaining unit employees of the Engineer.

Section 24.2 Bargaining unit employees shall be required to contribute to the health insurance premiums on the same basis as non-bargaining unit employees of the Engineer.

ARTICLE 25 MISCELLANEOUS

Section 25.1 The Employer agrees to provide uniforms for mechanics.

ARTICLE 26 SENIORITY

Section 26.1 Seniority Defined Seniority is defined as length of continuous fulltime service since the last day of hire with the Engineer. When more than one (1) employee is hired on the same date, seniority will be determined by the highest last four digits on their social security number.

Section 26.2 The Employer will provide a seniority list containing names, addresses, classifications and date of hire to the Union by January 15th of each year. Any disagreement with a seniority list must be submitted by January 30 each year. Any disagreement not submitted by January 30 shall be deemed permanently waived.

ARTICLE 27 HEALTH AND SAFETY

Section 27.1 A joint Union and Engineer Health and Safety Committee shall be established. Said committee shall consist of two (2) staff persons appointed by the County Engineer and two (2) persons appointed by the Union.

The committee shall meet quarterly at a mutually satisfactory time to consider health and safety matters relating to employees and will submit all recommendations in writing to the Engineer or his designated Health and Safety representative.

The representatives serving on the Committee will receive his or her regular rate of pay for time spent in the meetings if held during his or her regularly scheduled hours of employment of the day of the meeting.

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Section 27.2 The Engineer agrees to furnish and maintain in safe working conditions all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Engineer.

ARTICLE 28 SAVINGS CLAUSE

This Agreement supercedes all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment unless otherwise expressly indicated except those presently addressed in O.R.C. Section 4117.10 or its successor statute. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved. However, if the parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

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ARTICLE 29 DURATION

This Agreement shall be effective upon the date of execution and shall expire three years from execution.

For HELCHD:

4-13-12

Jason R. McKee, Chief Negotiator, HELCHD

4-13-12

Jeremy M. Burrey, Member, HELCHD

4-13-12

Bradley M. Jackson, Member, HELCHD

For Logan County Engineer's Office:

4-13-12

Scott Coleman, Engineer

For Logan County Board of Commissioners:

John F. Bayliss, Commissioner

Anthony E. Core, Commissioner

Dustin Wickersham, Commissioner

Approved as to Form:

William T. Goslee
Logan County Prosecuting Attorney

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MEMORANDUM OF UNDERSTANDING

The Employer agrees that it will review the violations of the CDL drug/alcohol policy on a case-by-case basis and consider the option of a re-entry agreement where appropriate.

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MEMORANDUM OF UNDERSTANDING

(Accident-Free Bonus)

Any employee that remains injury accident-free from the period of January 1 through December 31 of each year of this agreement shall be entitled to a payment of twenty dollars and no cents ($20.00) for each month that no staff member of the Logan County Engineer's Office has an injury accident.

The bonus will be paid out one-time annually in the month of January of the following year.

For the first year of this agreement (2012), the program will begin the first full month following execution of the final collective bargaining agreement.

Employees are not eligible for this bonus during their probationary period. An employee's months worked during a probationary period shall not be included for the employee's months of accident free bonus pay.

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MEMORANDUM OF UNDERSTANDING

All employees in the bargaining unit classifications must maintain a valid Ohio Commercial Driver's License (CDL) with Haz Mat and Tanker endorsements at all times to be able to perform an essential duty and key job function of all bargaining unit classifications.

Per Ohio Revised Code 4506.161, no court shall issue an order granting limited driving privileges for operation of a commercial motor vehicle to any person whose driver's license or commercial driver's license has been suspended or who has been disqualified from operating a commercial motor vehicle.

Failure to maintain a valid CDL with the required endorsements shall result in a pre-disciplinary hearing. The employee may face discipline up to and including termination for failure to perform an essential job function.

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MEMORANDUM OF UNDERSTANDING

All employees in the bargaining unit classifications must maintain a valid Ohio Commercial Driver's License (CDL) with Haz Mat and Tanker endorsements at all times to be able to perform an essential duty and key job function of all bargaining unit classifications. The employee's driving shall be reviewed annually or as deemed necessary to provide adequate insurance coverage for the County.

All employees in the bargaining unit classifications must maintain a driving record that is insurable by the County's insurance carrier. An employee that must be dropped from the County's insurance carrier due to his driving record shall be notified of a pre-disciplinary hearing. The employee may face discipline up to and including termination for failure to perform an essential job function of operating a commercial motor vehicle.

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MEMORANDUM OF UNDERSTANDING

(One-Time BWC Cost Reduction Bonus)

Upon execution of the Agreement, employees shall receive a one-time BWC cost reduction bonus payment of one and one-half percent (1.5%) of their Base Hourly Wage Rate as established on 01/01/2011.

Bonuses will be prorated based upon the employee's actual hours worked in an active pay status not exceeding the annual fulltime hours of 2,080 during the previous year (April 1 through March 31).

Bonus funds will be distributed on an unscheduled pay week and may be subject to taxes.

CLASSIFICATION	Base Hourly Rates	Upon Execution (1.5% Bonus)
Highway Worker Trainee I	$13.67	$426.50
Highway Worker Trainee II	$14.67	$457.70
Highway Worker I	$16.77	$523.22
Highway Worker II	$18.03	$562.54
Highway Worker III	$19.03	$593.74
Mechanic I	$18.03	$562.54
Mechanic II	$19.03	$593.74
Head Mechanic	$19.57	$610.58

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APPENDIX A

WAGE SCALE

CLASSIFICATION	Base Hourly Rates (BHR)	04/01/2012 1.50% Increase on BHR	04/01/2013 1.50% Increase on BHR	04/01/2014 1.50% Increase on BHR
Highway Worker Trainee I	$13.67	$13.88	$14.09	$14.30
Highway Worker Trainee II	$14.67	$14.89	$15.11	$15.34
Highway Worker I	$16.77	$17.02	$17.28	$17.54
Highway Worker II	$18.03	$18.30	$18.57	$18.85
Highway Worker III	$19.03	$19.32	$19.61	$19.90
Mechanic I	$18.03	$18.30	$18.57	$18.85
Mechanic II	$19.03	$19.32	$19.61	$19.90
Head Mechanic	$19.57	$19.86	$20.16	$20.46

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