



2013 – 2015 Agreement Between Champaign County Engineer and CCEEA

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11-MED-12-1761  
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K29082

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CHAMPAIGN COUNTY ENGINEER

AND

THE CHAMPAIGN COUNTY ENGINEER'S  
EMPLOYEES' ASSOCIATION

SERB Case No. 11-MED-12-1761

Effective January 1, 2013 through December 31, 2015

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**ARTICLE 1**  
**INTENT AND PURPOSE**

This Agreement, entered into by the Champaign County Engineer, hereinafter referred to as the Engineer, and the Champaign County Engineer’s Employees’ Association, hereinafter referred to as the Union, has as its purpose the following:

Section 1.1 To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

Section 1.2 To provide for the peaceful and equitable adjustment of differences which may arise.

Section 1.3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Engineer.

Section 1.4 To assure the effectiveness of service by providing an opportunity for employees to meet with the Engineer, either individually or through representatives of the Association, to exchange views and opinions on items affecting the conditions of their employment not prohibited by law.

Section 1.5 To ensure the right of every employee to fair and impartial treatment.

Section 1.6 To provide an opportunity for the Union and the Engineer to negotiate as to wages, hours, terms and conditions of employment. This Agreement pertains to employees within the bargaining unit defined hereunder.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1 The Engineer has voluntarily recognized the Union as the exclusive bargaining representative for those employees of the Engineer in the bargaining unit pursuant to O.R.C. 4117.05(B), subject to Section 2 of this Article. Whenever used in this Agreement, the term “bargaining unit” shall be deemed to include all full-time employees in the Highway Maintenance Department, and to specifically exclude all part-time, temporary, seasonal, office and clerical, confidential, supervisory, and management level personnel.

Section 2.2 The Union recognizes its responsibility to represent all bargaining unit personnel, regardless of an employee’s status as a member or non-member of the Association.

**ARTICLE 3**  
**UNION SECURITY**

Section 3.1 The Engineer shall not authorize payroll deduction of dues, fees and assessments for any organization other than the Champaign County Engineer’s Employees’ Association.

Section 3.2 In the event that the Union desires to have dues, fees and assessments for bargaining unit members who authorize them deducted from regular payroll, the Union shall notify the Engineer by submitting an authorization of membership check off card.

Section 3.3 Union Membership All employees covered by this agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

It is understood and agreed, however, that employees are not required by this Agreement to become or remain Union members, that being their own voluntary choice.

The Engineer will deduct from the wages the regular monthly union dues of members. Deduction shall be made from the weekly or biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the Engineer will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to AFSCME, Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085-2512 as the designee of the Champaign County Engineer's Employees' Association no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Union will notify the Engineer of any changes in the amount of dues to be deducted.

Section 3.4 The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this article.

Section 3.5 Any bargaining unit member who is a member of the Union on the effective date of this Agreement or who becomes a member during its term, shall not revoke his membership dues deduction except during the period of thirty (30) to sixty (60) days prior to the expiration of the agreement (From November 1, 2015 to December 1, 2015).

#### **ARTICLE 4**

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 4.1 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 4.2 The Engineer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the Engineer or any Engineer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4.3 The Union recognizes its responsibility as bargaining agency and agrees to equally represent all employees in the bargaining unit without discrimination, restraint, or coercion.

Section 4.4 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1 The Union shall provide the Engineer with a roster of its officials who are authorized to represent bargaining unit employees under this Agreement. This roster shall designate one (1) Union official to whom any correspondence between the Engineer and the Union shall be sent. The Union shall notify the Engineer of any changes to the roster.

Section 5.2 Union representatives shall be permitted to represent bargaining unit employees in the manner described in the specific articles of this Agreement. Union representatives shall not lose pay or benefits for performing representational duties even if such authorized duties are conducted during working hours.

Section 5.3 The Union Bargaining Committee shall have the right to review and comment on all policies and procedures as it pertains to wages, benefits and conditions of employment prior to their implementation, except in an emergency.

Section 5.4 If the Employer schedules a meeting that requires the presence of a local union representative during his regular work hours, such union representative shall be permitted to attend the meeting without the loss of straight time pay. Such meetings shall not result in any overtime to the employee.

Section 5.5 With the approval of the Engineer or his designee, the Union may hold meetings on the premises prior to or at the end of the workday.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

Section 6.1 Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Employer retains all its rights and authority to manage, direct, and control the operation of the County to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of management, including, but not limited to the following:

- A. 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;
- B. Direct, supervise, evaluate or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.2 The Association recognizes and accepts that all rights and responsibilities of the Engineer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Engineer.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

Section 7.1 Inasmuch as this Agreement provides machinery for the ordinary resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Champaign County.

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 or services of the Engineer, by its members or other employees of the Engineer. When the Engineer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall provide a written notice stating that the activity is not sanctioned or authorized by the Union. If the Union fails to post such notice, the Engineer shall have the option of canceling any Article, Section, or subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participated 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.
- B. The Engineer agrees that neither he, his employees who are not members of the Union, or his agents 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 8**  
**GRIEVANCE PROCEDURE**

Section 8.1 There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which meets the definition of a grievance as defined herein may be submitted to the formal grievance procedure.

Section 8.2 The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 8.3 A grievance must be submitted to the formal grievance procedure within ten (10) consecutive work days after the grievant knows or should have known of the facts giving rise to the grievance, but in no case later than thirty (30) work days following the date of such facts.

Section 8.4 All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

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

Time limits in this Article may only be extended by mutual agreement.

Section 8.5 The following steps shall be followed in the processing of a formal grievance:

Step 1:

- A. The Employee shall notify the Union Grievance Committee of the nature of the alleged grievance and any efforts to resolve it pursuant to Section 1 of this Article. The Grievance Committee shall assign a representative to write and process the grievance and represent the grievant, if the committee believes the grievance warrants it. An employee or the Union may process a grievance if he so chooses.
- B. The grievance must be submitted, with a written description of the facts and the remedy sought, to the Highway Superintendent by the aggrieved or the Union within seven (7) consecutive workdays of the informal meeting under Section 1. The Superintendent shall schedule a meeting within four (4) consecutive work days, not including the day of filing, between the parties and their representatives. The Superintendent shall respond to the aggrieved and his representative within five (5) consecutive work days following the meeting.

Step 2:

If the grievance is not resolved in Step 1, it may be appealed by the grievant to the Engineer within four (4) consecutive work days following the Step 1 response. The Engineer shall schedule a meeting, within nine (9) consecutive work days following the request, with the local Union and its chosen representative. The Engineer shall consider the grievance, hear witnesses if necessary, and investigate the issues. The Engineer shall issue his response in writing, to the grievant, local Union and chosen representative within seven (7) consecutive work days following the meeting.

Step 3: Mediation Any grievance that remains unresolved after Step 2 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set forth in Step 4 may be stayed until the mediation process is concluded.

The parties agree to use a mediator from the Federal Mediation and Conciliation Service, 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 4: Arbitration If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration only by the Union by giving written notification to the Engineer of intent to seek arbitration within twenty-one (21) work days from the date of the final answer under Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Whenever a time limit provided for in the Section ends on a Saturday, Sunday, or holiday, the end of the time limit shall be extended to the end of the next day which is not a Saturday, Sunday, or holiday.

Section 8.6 Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall, within thirty (30) work days following the request for arbitration, jointly request a list of seven (7) impartial arbitrators from the American Arbitration Association. Upon receipt of the list of seven (7) arbitrators submitted to the parties by the AAA, the parties shall alternately strike the names of the arbitrators until one name remains on the list. The party requesting arbitration shall strike first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party may once reject the list or the remaining name on the list and request from AAA another list of seven (7) names. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

Section 8.7 The question of arbitrability of a grievance may be raised in writing by the Employer not later than ten (10) work days of the receipt of the Employee Association's notice to arbitrate on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 8.8 Any cost involved in obtaining the list of arbitrators, services and expenses of the arbitrator or hearing room unless such are paid by the State of Ohio shall be divided equally.

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

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 to 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. This arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

Section 8.9 The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer.

Section 8.10 All grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature or the Union representative;
- B. The history of the grievance through Step 2;
- C. Specific Articles and Sections of the Agreement violated;
- D. Desired remedy to resolve the grievance.

Section 8.11 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.12 When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance but not arbitration, no adjustment of the grievance will be inconsistent with the terms of this Agreement. At any step in the grievance procedure, a grievant shall be entitled to have a Union representative represent him.

Section 8.13 Disciplinary actions of verbal warning (written record) and written reprimand and suspension of three (3) days or less shall not be subject to the arbitration procedure provided for in this Article.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

Section 9.1 The standard workweek for bargaining unit employees shall be forty (40) hours, exclusive of the time allotted for meal periods, and shall commence at 12:01 am. on Sunday for each calendar week and at 12:00 midnight the following Saturday. All hours in active pay status in excess of forty (40) hours in any calendar week or in excess of eight (8) hours in any workday shall be compensated at one and one half (1 1/2) times his regular hourly rate of pay.

Section 9.2 The Engineer shall endeavor insofar as may be reasonably practical to make equal distribution of overtime opportunities within the bargaining unit.

Section 9.3 When an employee is called in for emergency overtime work, he shall be guaranteed a minimum of three (3) hours pay unless the overtime abuts either the beginning or the end of the regular work day.

Section 9.4 In the event of a change in the work schedule that is more than thirty (30) days, the Engineer will provide as much advance notice as possible but no less than two (2) week advance notice.

**ARTICLE 10**  
**WAGES**

Effective upon January 1, 2013, the hourly rate for all bargaining unit employees shall be increased by \$.50 per hour.

Effective January 1, 2014, the hourly rate for all bargaining unit employees shall be increased by \$.50 per hour.

Effective January 1, 2015, the hourly rate for all bargaining unit employees shall be increased by \$.50 per hour.

Section 10.4 Employees assigned to the asphalt distributor on a seasonal basis shall be provided with eleven (11) sets of uniforms. Employees who are assigned to work on the tar truck shall receive a \$50 shoe allowance per year. Required safety gear shall be provided by the Employer.

Section 10.5 Employees who are required to work prior to the regular starting time on the winter schedule shall be paid an additional \$.25 per hour. Such payment shall not be made for hours of called-in overtime or hours that overlap the regular schedule.

**ARTICLE 11**  
**INSURANCE**

Section 11.1 The Employer agrees to provide health insurance coverage for the bargaining unit employees which is equal to that coverage provided to other County employees under the Commissioners' jurisdiction. The Employer shall provide premium payments as follow and the Employee share of premium contributions shall be effective January 1, 2013:

- A. Eighty percent (80%) payment for a single plan;
- B. For employee and spouse, Eighty percent (80%) payment for two (2) single plans;
- C. Eighty percent (80%) premium payment for a family plan. Whenever the employee selects family coverage and the spouse is employed by the County, the Employer shall only be obligated to pay the Eighty percent (80%) premium as listed above per family.
- D. Future premium increases or decreases will be dealt with for bargaining unit employees as other County employees under the Commissioner's jurisdiction, subject to the above limitations.

Section 11.2 The sole determination of the insurance carrier rests with the Engineer and the County.

**ARTICLE 12**  
**HOLIDAYS**

Section 12.1 All employees are entitled to the following legal holidays:

New Year's Day - First day of January  
Martin Luther King Day - Third Monday in January  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - Fourth day of July  
Labor Day - First Monday in September  
Columbus Day - Second Monday in October  
Veteran's Day - Eleventh day of November  
Thanksgiving Day - Fourth Thursday in November  
Christmas Day - 25th Day of December

Section 12.2 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.

If a holiday occurs while a full-time employee is on vacation or sick leave, vacation or sick leave will not be deducted from the employee's accrued balance.

Section 12.3 In observance of each authorized holiday, full-time, part-time, seasonal, intermittent, temporary and interim employees shall normally be granted the day off from work. Full-time employees shall receive eight (8) hours straight time pay for each authorized holiday. Part-time, seasonal, temporary, intermittent and interim employees, however, shall not be granted holiday pay. When a full-time 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, one and one-half (1-1/2) times his normal hourly rate of pay for all hours actually worked on the authorized holiday.

**ARTICLE 13**  
**LEAVES**

Section 13.1 Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacations and sick leave, but not during a leave of absence, layoff, or while in overtime status. Unused sick leave shall accumulate without limit. In order to be paid for sick leave, employees must follow the policy and procedure in the Engineer's Policy Manual. Employees may use sick leave for the following situations:

1. Illness or injury of the employee.
2. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary;
3. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or others;
4. Pregnancy, childbirth or related conditions; and

5. Medical examination or treatment of an employee or his or her immediate family member where the employee's presence is reasonably necessary.

For purposes of this section, a member of the immediate family shall include spouse, medically dependent children and medically dependent parent.

Employees using more than 8 hours of sick leave shall be required to submit a doctor's slip.

Section 13.2 Employees with more than ten (10) years of service with the Employer who retire from active service shall be paid for the value of their accrued but unused sick leave, up to a maximum payment of one hundred and twenty (120) days.

Notwithstanding the above, employees hired after April 1, 1990 and who retire after ten (10) or more years of active service shall be paid for the value of their accrued but unused sick leave up to a maximum payment of four hundred eighty (480) hours. The hours shall be accumulated at the annual rate of twenty percent (20%) of the number of unused hours of sick leave for each year.

Section 13.3 Employees are entitled to Military Leave in accordance with applicable State and Federal law.

Section 13.4 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 performed totally outside of normal working hours.

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 such as traffic court, divorce proceedings, custody, bankruptcy, appearing as directed with juvenile, etc. Employees may utilize accumulated but unused vacation leave or leave without pay for such absences, at the employees' option.

Section 13.5 In the event of the death of a member of the employee's immediate family, the employee shall be granted one (1) day (eight (8) hours pay) of bereavement leave plus the use of accumulated but unused sick 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 spouse, children and their spouses, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent and legal guardian.

Section 13.6 Employees who report to work as scheduled any four (4) consecutive calendar months during any calendar year and do not use any accumulated but unused sick leave during such four (4) month period shall be permitted to schedule one (1) day of personal leave, consisting of eight (8) hours

for each four (4) month period. Use of an accrued personal leave day shall not be considered a break in continuity in terms of not using sick leave in a four (4) month period. Such personal days must be approved by the Engineer prior to the day of absence, and must be scheduled no less than seven (7) days in advance. Personal leave days as provided for in this Section shall be taken from the employee's accumulated but unused sick leave accumulation. All accrued personal leave days must be used within four (4) months from the time they are accrued. Employees shall be permitted to start a four (4) consecutive month accrual period in one calendar year and complete it in the following calendar year.

Section 13.7 Eligible bargaining unit employees shall be entitled to leave in accordance with the family and medical leave act.

Section 13.8 The employer shall comply with state law concerning workers' compensation.

#### **ARTICLE 14** **VACATION**

Section 14.1 Full-time employees are entitled to vacation with pay after one (1) 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 14.2 New employees of the Engineer may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment as provided for in the applicable sections of Ohio Revised Code.

Each employee of the Engineer, who had been previously employed by the Engineer, with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Section 14.3 Vacation is credited each bi-weekly pay period at the following rates:

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

Section 14.4 No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Engineer.

Section 14.5 Vacation shall be scheduled in accordance with the work load requirements of the Engineer.

Section 14.6 Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 14.7 Days specified as holidays in Article 13 of this Agreement shall not be charged to an employee's vacation leave.

Section 14.8 An employee is entitled to compensation, at his current rate of pay, for the prorated portion or 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 three (3) years immediately preceding the last anniversary day of employment.

Section 14.9 In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee, shall be paid in accordance with the applicable Section(s) of the Revised Code, or to his estate.

Section 14.10 Employees are not entitled to take leave to extend the date for retirement or resignation.

## **ARTICLE 15** **SENIORITY**

Section 15.1 Seniority shall accrue to all employees in accordance with the provisions of the Ohio Revised Code. Seniority, as defined in Section 2 of this Article will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 15.2 Seniority shall be computed on the basis of uninterrupted length of continuous service with the Engineer.

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved leave of absence not to exceed eight (8) months;
  2. absence while on approved sick leave or disability leave;
  3. military leave;
  4. a layoff of less than two (2) years duration; and
  5. a resignation where the employee is re-employed or reinstated within thirty (30) days.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge for just cause;
  2. retirement;

3. layoff for more than two (2) years;
4. failure to return to work within ten (10) calendar days of a recall from layoff,
5. failure to return to work at the expiration of a leave of absence;
6. a resignation where the employee is re-employed or reinstated after thirty-one (31) days or more.

Section 15.3 The Engineer shall post a seniority list, once annually, on the Department Bulletin Board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union with additional copies provided upon request.

## **ARTICLE 16** **JOB POSTINGS**

Section 16.1 When a vacancy exists in the bargaining unit and the Engineer intends to fill the vacancy; the Engineer shall post a notice indicating the position vacant and the required qualifications on all appropriate bulletin boards for a period of five (5) full working days. Employees within the unit may submit a written notice of interest to the engineer or his/her designee within the first full seven (7) calendar days of the posting. All notices shall be dated and posted. All applications must be dated as well.

Section 16.2 The Engineer shall select the most qualified employee for the vacant position based on the following criterion:

1. Work history and experience;
2. Requirements of the position
3. Seniority; and
4. Training.

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

## **ARTICLE 17** **CORRECTIVE ACTION**

Section 17.1 The tenure of every employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. The Employer shall initiate any disciplinary action within a reasonable time following the Employer's knowledge of the event upon which the discipline is to be based or confirmation of the alleged violation. This time limit may be extended upon mutual agreement of the parties.

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, other conduct unbecoming a public employee, or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.

Section 17.2 Discipline may include:

1. Verbal warning
2. Written reprimand
3. Suspension or demotion
4. Termination

Section 17.3 Discipline will be applied in a progressive manner where appropriate. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 17.4 Whenever the Employer determines that an employee may have committed a violation warranting a suspension, reduction or removal, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee shall receive a written notice of the charges at least two (2) working days prior to the scheduled conference. The date and time for the predisciplinary conference may be extended by mutual agreement of the Employer and the employee or his representative. At the hearing, the charged bargaining unit employee will be allowed to present his defense or shall have the right to have a Union representative present at his defense.

Section 17.5 Whenever the Employer determines that it is in the best interest of the County for the employee to be away from the work site until the predisciplinary conference is held, the Employer may place the employee on administrative leave with pay pending the results of the conference.

Section 17.6 The Employer will notify the affected employee and the local Union president or other designated local representative, in writing, of the decision reached as a result of the predisciplinary conference. Disciplinary actions involving a reduction, suspension or a removal may be appealed through the grievance procedure.

## **ARTICLE 18** **HEALTH AND SAFETY**

Section 18.1 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Engineer accepts his responsibility to provide safe working conditions, tools, equipment, and working methods for his employees. The supervisor or superintendent will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by the employees. The employee(s) accept the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions must be reported to the supervisor in charge as soon as such unsafe working conditions are known.

Section 18.2 The Engineer agrees to establish a labor-management safety committee. The Union and Engineer will be represented by a like number of individuals. The Union shall designate its representatives for this committee. This joint committee will review the following matters:

- (a) general items of safety;

- (b) employees' input on safety-related matters; and
- (c) safety training programs.

The committee shall meet quarterly or upon request of either party at a mutually agreed-upon time.

Section 18.3 The Engineer and the employees shall comply with all applicable Federal, State and local safety laws, rules and regulations.

## **ARTICLE 19**

### **PROBATIONARY PERIOD**

Section 19.1 All new employees shall be required to serve a probationary period of one hundred eighty (180) days. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer. Newly hired probationary employees may join the union and file grievances; however, no grievance may be filed concerning the discipline of newly hired probationary employees. The probationary period may be extended upon agreement of the employee, the Union and the Employer for one added ninety day period.

Section 19.2 A newly hired probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire. At any time during or at the end of the probationary period, the Employer shall have the right to discipline or terminate the probationary employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement or to the State Personnel Board of Review.

Section 19.3 For purposes of this article, any sick leave used during the probationary period in excess of eight (8) hours shall extend the probationary period by an equivalent period.

## **ARTICLE 20**

### **LABOR/MANAGEMENT MEETINGS**

Section 20.1 In the interest of good labor/management relations, upon the request of either party, once each quarter on a mutually agreeable date and time up to three (3) management employees plus their representatives shall meet with not more than three (3) bargaining unit employees plus their representatives of the Union to discuss pending issues as contained in section 20.2.

Section 20.2 An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting 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 meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Disseminate general information of interest to the parties; and

- D. Discuss ways to increase productivity and improve efficiency;

Section 20.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon they shall be convened as soon as possible.

## **ARTICLE 21** **WORK RULES**

Section 21.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies and regulations consistent with the Employer's authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 21.2. The Employer agrees that no existing work rules, policies, or regulations nor those to be established in the future, shall violate any expressed terms of this Agreement or Ohio Revised Code Chapter 4117. The Employer further agrees that work rules, policies and regulations shall be interpreted and applied uniformly to bargaining unit employees under similar circumstances within the group or groups of employees to whom such rules, policies or regulations are directed.

Section 21.3 Employees or the Union shall have the right to grieve work rules, policies or regulations which violate the express terms of this Agreement.

Section 21.4 Any additions or amendments to the work rules, policies or regulations, shall be made in writing and posted on the department bulletin board for a period of five (5) working days. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy or regulation will be provided to the local Union president at the time of posting.

## **ARTICLE 22** **WAIVER IN CASE OF EMERGENCY**

Article 22.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Champaign County Commissioners, the Champaign County Engineer, the Champaign County Sheriff, the Federal or State Legislature, where such acts of God or civil disorder affect the safety and health of the citizens of Champaign County, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Article 22.2 Upon the termination of the emergency, should valid grievance exist, they shall be processed in accordance with the provisions of Article 8 of this Agreement, and shall proceed from the point in the grievance procedure to which such grievances had properly progressed.

**ARTICLE 23**  
**SEVERABILITY**

Section 23.1 This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. The provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 23.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

**ARTICLE 24**  
**LAYOFF AND RECALL**

Section 24.1 Notice of Reduction The Employer may lay off bargaining unit members and/or abolish positions due to a lack of work, lack of funds or reorganization for purposes of efficiency. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to reduce the work force for purposes of layoff, and will, at the time of notice, provide the union with a current, updated seniority list. The Employer, upon request agrees to meet with representatives of the union to negotiate the impact of the layoff on bargaining unit employees.

Section 24.2 Order of Layoff Whenever a reduction in the work force occurs, bargaining unit members shall be laid off in the inverse order of seniority. Employees in the classification of Assistant Highway Maintenance worker shall be laid off before any other employee in any other classification within the bargaining unit if laid off.

Section 24.3 Bumping Rights An employee with bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his seniority to bump the employees in the classification from which the layoff occurs with less seniority provided he can perform the duties of that position or bump less senior employees in any previously held classification if they meet the minimum qualifications.

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

Employees shall give notice of intent to exercise their bumping rights within fourteen (14) calendar days after receipt of a displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of an employee's bumping rights and result in layoff.

Section 24.4 Within the classification in which a layoff occurs, temporary, intermittent, seasonal, part-time and initial probationary part-time employees shall be laid off first, in that order, prior to laying off any regular non-probationary employees.

Section 24.5 Recall Rights Employees displaced from their classification through a reduction in work force shall be recalled or returned in order of seniority to vacancies within the bargaining unit which thereafter occur within twenty-four (24) months of the layoff.

Section 24.6 Recall Notice Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. If an employee fails to notify the department of a change in their address, the employee waives his right to recall.

Section 24.7 The parties agree that the union may challenge layoffs through the grievance/arbitration procedure contained in this agreement and that the Ohio Department of Administrative Services and the State Personnel Board of Review have no jurisdiction over matters concerning the layoff of bargaining unit members.

## **ARTICLE 25** **BULLETIN BOARDS**

Section 25.1 The Employer agrees to make available a mutually agreed upon location for a bulletin board in the County Engineer work area for the exclusive use by the union. Should any location change during the terms of this agreement, the Employer will meet with the union to discuss availability and location of bulletin boards.

Section 25.2 All Union notices of any kind posted on the bulletin board shall be signed, posted or removed by the local Union president during non-work time. The Union shall provide the employer with a copy of the information to be posted prior to the time it is placed on the bulletin board. The following information may be posted on the bulletin board:

- 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.
- G. Other items as approved by the Engineer or his designee.
- H. A copy of the Collective Bargaining Agreement.

The bulletin board may not contain any information concerning partisan political activity including material concerning candidates and issues. It shall not contain any attacks upon County officials or employees of the Champaign County Engineer's Office. The Union agrees to promptly remove all inappropriate material. Violation of this article by the Union may result in removal of the bulletin board.

Postings shall be posted no longer than 2 weeks except for postings relating to safety and health issues.

## **ARTICLE 26** **DURATION**

Section 26.1 Unless otherwise provided for herein, the provisions of this Agreement shall be effective as of the date of execution of this agreement and shall remain in full force and effect until December 31, 2015 unless otherwise terminated as provided herein.

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days (September 2, 2015) prior to the expiration days, nor later than ninety (90) calendar days (October 2, 2015) prior to the expiration date of this Agreement. Such notice may be hand delivered. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 26.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

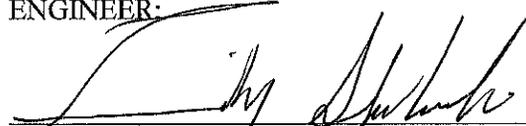
Section 26.3 The provisions of this Agreement constitute the entire agreement between the Engineer and the Union and all prior agreements, either oral or written, are hereby canceled.

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

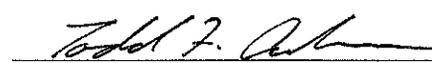
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 4<sup>th</sup> day of December, 2012.

FOR THE CHAMPAIGN COUNTY  
ENGINEER:

  
Fereidoun Shokouh, P.E., P.S.

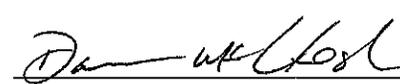
FOR THE CHAMPAIGN COUNTY  
ENGINEER'S EMPLOYEES ASSOCIATION:

  
Todd Anderson, President

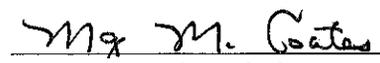
FOR THE CHAMPAIGN COUNTY  
BOARD OF COMMISSIONERS

  
Steven Hess, Commissioner

  
Brett Herron

  
Darren McIntosh

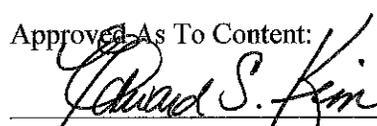
  
Bob Corbett, Commissioner

  
Max Coates, Commissioner

Approved As To Form:

  
Nick Selvaggio, Champaign County  
Prosecuting Attorney

Approved As To Content:

  
Edward S. Kim, Labor Counsel  
Downes Fishel Hass Kim LLP

Adopted by the Board of Commissioners of Champaign County on the 4<sup>th</sup> Day of December  
   , 2012 as recorded in the Commissioner's Journal Volume 61 Page 2151.9