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AGREEMENT BETWEEN THE

JEFFERSON COUNTY ENGINEER

AND THE

COMMUNICATIONS WORKERS OF AMERICA

SERB CASE NO. 2012-MED-03-0364

June 30, 2012 – June 29, 2015

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ARTICLE 1
STATEMENT OF PURPOSE

The following agreement between the Jefferson County Engineer, hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," is recorded in written form to meet the requirements set forth in the Ohio Revised Code (ORC) Section 4117 which requires the execution of a written contract incorporating any agreement reached. This agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, and to set forth the full and complete understanding between the parties governing the wages, hours and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits and other terms and conditions of employment for all those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed in and holding the following classifications:

Crew Leader/Operator
Highway Maintenance Worker 4
Highway Maintenance Worker 3
Highway Maintenance Worker 2
Highway Maintenance Worker 1
General Mechanic
Garage Custodian Worker
Welder
Mason
Mechanic/Welder
Mechanic Helper
Tax Map Document Verifier
Tractor Truck Operator
Vegetation Management Technician
Vehicle Weight Enforcement Worker

Section 2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Should the Employer create a new classification, combine, or reclassify a present position in the bargaining unit, the Employer shall advise the Union and review its appropriateness to the existing unit. Disputes regarding appropriateness may be appealed to the State Employment Relations Board (SERB) per Chapter 4117 of the ORC.

Section 3. Notwithstanding the provisions of this article, management, confidential (professional), fiduciary, supervisory, casual, seasonal and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

ARTICLE 3
DUES DEDUCTION

Section 1. The Employer and the Union agree that payroll deduction of Union dues is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the employee's successful completion of their individual new hire probationary period.

Section 2. The Employer agrees to deduct regular Union membership dues, fees, and assessments once each month from the pay of any employee eligible for the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which Union dues are normally deducted. The Employer shall send all collected dues, fees and assessments to the designated Union location once a month.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this agreement.

Section 5. The Employer shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessments deductions.

Section 6. It is agreed that neither the employee 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 was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 7. The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Comptroller of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessments deduction.

Section 8. Each eligible employee's written authorization for dues, fees and assessments deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee certified in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the dues, fees and assessments deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

All dues, fees and assessments deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination date of the agreement.

Section 9. **Fair Share Fee**.

A. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New hire employees who choose not to join the Union shall pay a fair share fee to the Union commencing sixty (60) calendar days from their date of hire, or commencing at the conclusion of their probationary period, whichever is later.

B. Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the independent audit establishing the basis for the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets object to financial support of employee organizations.

C. Fair share fees shall be equal to dues paid by Union members in the prior agreement year, less any non-chargeable expenditures. Non-chargeable expenditures are those fees used to support partisan political activities, ideological and social causes, and any other activities not germane to the realm of collective bargaining. The Union must annually provide to all employees and the Employer a certification from an independent auditor not otherwise employed by the Union, specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

D. The challenge procedure referred to in Section 9 (B) of this article shall include appeal to an independent umpire appointed by the American Arbitration Association pursuant to the Association's "Rules for Impartial Determination of Union Fees," effective June 1, 1986. Challenges by fee payors must be affected within sixty (60) calendar days of initial imposition of the fee or any change in the fee. The Union shall provide for the escrow of any fees in dispute or otherwise ensure that the Union does not have use of funds in dispute while objections are resolved. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.

E. It is the intent of the parties that this article comply with state and federal law currently in existence or developed in the future.

F. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder.

ARTICLE 4
NON-DISCRIMINATION

Section 1. No person or persons or agencies responsible to the Employer, nor the Union and its officers, shall discriminate for or against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political affiliation, handicap, or membership or non-membership in the Union.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer 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. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 5
UNION REPRESENTATION

Section 1. The Union agrees to provide the Employer by letter from the Union headquarters the names of the state officers and professional staff representatives who will normally service the bargaining unit employees.

The Employer agrees to permit two (2) state level Union representatives to the Employer's facilities and work sites during working hours upon advance notice to the Employer. Such visitation shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

Section 2. The Union agrees to provide the Employer a list of local officers' names, addresses, and positions held. The Union agrees to keep the list current.

Section 3. The Employer will recognize one (1) steward and one (1) alternate steward at each facility to act in accordance with the provisions of this agreement. Alternate stewards shall act as stewards when regular stewards are absent from work.

The Employer will recognize one (1) chief steward for the bargaining unit to act in accordance with the provisions of this agreement.

Section 4. A steward involved in representing an employee at a grievance meeting or disciplinary or predisciplinary meeting will normally be permitted to leave his work area for purposes of attending the meeting. In the event there is conflict between the immediate needs of the Department and the scheduled meeting, the meeting may be rescheduled within the following three (3) work days.

If the meeting is scheduled during the steward's duty hours, the steward shall suffer no loss of pay or benefits while attending the meeting.

Section 5. An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 6. The needs of the Employer shall not be unduly interrupted by the processing or investigation of grievances.

Union stewards will normally conduct such business at the start of their respective shift and conclude it as quickly as possible. The steward will advise his/her respective supervisor when he/she begins and ends this activity. If, in the judgment of management, the privilege is being abused, the steward will cease his/her activity and return to work until a more suitable time is found to conduct such activities. Such actions by management shall not be arbitrary or unreasonable.

ARTICLE 6
UNION RIGHTS

Section 1. The Employer agrees to furnish the Union chief steward, twice a year, a list of personnel transactions which involve additions to or deletions from the bargaining unit. The Employer will include in the list, if appropriate, the newly hired employees, employees completing their probationary period, and employees promoted or transferred into or out of the bargaining unit. The list will show the names and effective date of the transaction.

Section 2. The Union shall be permitted the use of the Employer's copier upon advance request through the business office. There shall be a twenty-five cent ($.25) charge per copy for material copied on the Employer's copier unless such material is necessary for labor/management purposes.

Section 3. With the prior approval of the Engineer or his designee, Union meetings may be held on the Employer's premises outside of normally scheduled working hours.

The Union will make a written request identifying the approximate number of participants, the location requested, and the estimated hours of the meeting. Verbal requests may be made in extraordinary circumstances.

ARTICLE 7
BULLETIN BOARDS

Section 1. The Employer agrees to provide bulletin boards measuring at least twenty-four (24) by thirty-six (36) inches in mutually agreed to locations in all operating garages for the exclusive use of the Union.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the steward at the location. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

1. Notice of Union recreational and social affairs;

2. Notice of Union meetings;

3. Notice of Union appointments;

4. Notice of Union elections;

5. Results of Union elections;

6. Reports on non-political standing committees and independent non-political arms of the Union; and

7. Non-political publications, rulings and policies of the Union.

All other notices of any kind not covered in Items 1 through 7 above must receive prior approval of the Employer or his designated representative.

Section 3. It is the Union's intent that no material shall contain anything political, libelous, scurrilous, or anything reflecting upon the Employer or any of its employees. In addition, the Union agrees not to post any material containing attacks on any employee organization, regardless of whether the organization has local membership.

No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

The Union may request immediate removal of any non-Union postings from Union bulletin boards.

Allegations of violation of any provisions of this article shall be proper subject for discussion at the next labor/management meeting.

It is the intent of the Union that postings which have served their purpose will be promptly removed.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

A. To determine the functions and programs of the Employer;

B. To determine the standards of services to be delivered;

C. To determine the overall budget;

D. To determine how technology may be utilized to improve the Employer's operations;

E. To determine the Employer's organizational structure;

F. To direct, supervise, evaluate or hire employees;

G. To maintain and improve the efficiency and effectiveness of the Employer's operations;

H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;

I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

J. To determine the adequacy of the work force;

K. To determine the overall mission of the Department as a unit of government;

L. To effectively manage the work force; and

M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Jefferson 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, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer, during the term of this agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be disciplined and/or 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 through the grievance procedure, including third party adjudication.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

Section 3. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 4. "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith or because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

ARTICLE 10
WORK RULES

Section 1. Work rules as defined in this section shall be those policies, procedures, and directives which regulate conduct of employees in the performance of the Employer's services and programs. New work rules formulated after the effective date of this agreement shall be reduced to writing and made available to the Union and distributed to all bargaining unit employees fourteen (14) days before implementation unless an emergency situation prevails, in which case it becomes effective immediately, and may be, at the request of either party, a proper subject of a labor/management meeting.

Section 2. It is agreed and understood that the Employer should have the right to revise and/or initiate work rules with respect to the conduct of its employees. However, the Union and its members may grieve work rules on the basis of:

A. Lack of uniform application of the work rules;

B. The work rule conflicts with the conditions of this agreement;

C. The work rule is discriminatory as defined in the agreement.

Section 3. A copy of the work rules outlined in Section 1 of this article shall be provided by the Employer to all employees beginning employment with the Department.

ARTICLE 11
LABOR/MANAGEMENT MEETING

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer or his designated representative and not more than three (3) other members of management shall meet with not more than four (4) employee representatives and one (1) Union staff representative or designee of the Union in order to promote a more harmonious relationship between the Union and the Employer. Additional representatives may attend by mutual agreement. Furthermore, it

is agreed by both the Employer and the Union that additional meetings shall be held as often as is mutually agreed necessary.

Section 2. Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting shall be to:

1. Discuss the administration of the agreement;

2. Discuss grievances which have not been processed to the third party adjudication step of the procedure when such discussions are mutually agreed to by the parties;

3. Notify the Union of changes made or contemplated by the Employer or the County which affect bargaining unit members of the Union, including advising on new or combined classifications;

4. Disseminate general information of interest to the parties;

5. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the agreement where such discussion may prevent the necessity of filing a grievance;

6. Discuss ways to increase productivity and improve efficiency;

7. Discuss matters related to the health and safety provisions of this agreement.

Section 3. Written responses reasonably requested by the Employer or the Union during such meetings in regard to items raised by either party who attended such meetings shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension.

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

Section 4. Labor/Management meetings are not intended as negotiation sessions to alter or amend this agreement.

Bargaining unit employees representing the Union, as authorized by this agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending during their non-working hours.

ARTICLE 12
PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer. However, to the extent that any records, papers or other documents covering bargaining unit employees are not legitimately considered unavailable to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employee's Union representative will be granted access to the employee's personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

Section 2. If any employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Engineer or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Engineer, or his designated representative, sustains the employee's allegation, he shall remove the inaccurate material from the personnel file or correct the inaccuracy. If such material is not inaccurate, but the employee feels that clarification of circumstances surrounding the writing of such material is necessary, the employee may submit to the Engineer or his representative a written clarifying or explanatory memorandum. The Engineer or his representative will arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

ARTICLE 13
HOURS AND OVERTIME

Section 1. The regular work week for all regular full-time bargaining unit members will consist of forty (40) hours of scheduled work, exclusive of time allotted for meals, during the pay period starting at 12:01 a.m. Saturday to 12:00 midnight Friday, except where different hours are necessary to meet operational requirements. The Employer shall reserve the right, as operational needs and conditions require, to establish and/or change work scheduling. Such changes shall not be made in an arbitrary manner. A minimum of five (5) days notice will be provided for permanent changes in work schedules. When the Engineer establishes a new work schedule or shift, employees within the affected classification and garage may exercise shift preference by seniority. Each employee shall be entitled to two (2) fifteen (15) minute breaks per day, scheduled approximately midway through each half of the work day.

Section 2. Should the Employer determine that overtime is necessary, overtime work shall be distributed as equally as practicable among qualified employees in the same garage. Qualified employees, for purposes of this article, shall mean primarily employees who perform the work assigned for overtime during the normal work day, and secondarily, any available qualified employee. When originally established, overtime distribution will begin with the most senior employee and continue in order of descending seniority. After the initial implementation, overtime work will be offered on a rotating basis within each classification within each garage.

Section 3. An overtime roster containing a record of each employee and the date of overtime worked shall be maintained by the supervisor. This roster will be updated weekly and will be posted in a conspicuous manner in the applicable work section. For purposes of this roster, employees will be credited as having worked if they refuse or are not available. Persons on leaves of absence shall be credited as having worked should an opportunity occur during their absence.

Section 4. Employees new to a classification shall be placed at the end of the current rotation sequence within the classification.

Section 5. Overtime opportunities will be offered to employees holding the required classification before said overtime is offered outside the classification, first to other full-time employees by garage. In cases where an adequate number of employees do not participate in the regular overtime rotation, the Employer shall assign the overtime to the least senior employees. Overtime assignment shall first be by classification and then to any qualified employee. A separate roster shall be maintained for assigned overtime in each work section (see Letter of Understanding).

Section 6. All bargaining unit employees will be paid time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. Paid vacations, holidays, and sick leave that are used in hour increments for those specific reasons listed in Article 23, Section 7 (2), are considered as hours worked within the meaning of the overtime provisions and do count in tabulating total hours. For purposes of this section, employees shall provide the Employer at least a forty-eight (48) hour advance notice of pre-scheduled appointments described in Article 23, Section 7 (2). This time period may be waived at the sole discretion of the Employer.

Section 7. Employees who are on vacation or other than personal sick leave who advise the Superintendent of their availability will be called in rotation for overtime.

ARTICLE 14
VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. The parties agree that all appointments covered by this agreement, other than the original appointment from an eligible list, shall be filled in accordance with this article.

Section 2. The Employer shall determine when a vacancy occurs or exists. A vacancy is defined as a regular full-time or part-time job opening in the bargaining unit.

Section 3. When a vacancy occurs, the Employer shall post a notice of said vacancy on appropriate bulletin boards in all facilities for a period of five (5) working days. During the posting period, anyone wishing to apply for the posted position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any application submitted after the end of the posting period.

Section 4. All applicants for posted positions must meet the minimum qualifications established for the posted position. Employees who meet the minimum qualifications and have applied in a timely manner shall be granted an interview.

Section 5. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pursuant to Article 15 (Temporary Assignment and Pay) pending the selection process to fill the vacancy on a permanent basis.

Section 6. The Employer shall give first preference to those timely filed applications of employees who are in the same classification as the vacant position and are, therefore, requesting a lateral transfer to the vacant position at a garage other than their present assignment provided a similar transfer has not been granted in the last twelve (12) months. In the event more than one (1) employee applies for such lateral transfer, the Employer shall select the most senior of these applicants.

Section 7. All timely filed applications of internal bidders shall be reviewed considering the following criteria: qualifications, years of experience, work record, and seniority.

Section 8. Within ten (10) working days of the close of the posting period, internal applicants will be notified of the decision. Transfer to the new classification will normally occur within thirty (30) days.

Section 9. Employees accepted on voluntary demotions must serve twelve (12) months in the new classification before they again become eligible to apply for posted openings.

Section 10. The term promotion, for purposes of this agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

Section 11. An employee leaving on approved leave of absence of not more than ten (10) working days may submit a request for consideration should the desired classification become available during their absence.

Section 12. In the event of a long term leave of absence where the Employer elects to replace the employee on leave, the Employer will follow all posting, bidding, and selection procedures in this article except that the posted notice of vacancy will identify the position as a temporary opening. Persons selected to fill such temporary vacancy will return to their former status once the temporary need is exhausted.

ARTICLE 15
TEMPORARY ASSIGNMENT AND PAY

Section 1. The Employer may temporarily assign the most senior qualified employee(s) to other classifications within the garage based on the needs of the Department in instances such as absenteeism, replacement for short term leaves of absence, and short term need for additional

manpower. Employees so appointed to a higher classification will receive the rate of pay for such higher classification for all hours worked in that classification. Those assigned a lower classification will receive no less than their normal rate for all hours assigned.

Section 2. Temporary assignments made to fill vacancies pending permanent filling of such vacancies will not normally exceed one (1) thirty (30) day term. Extensions may only be based on unavailability of qualified applicants.

Temporary assignments replacing persons on long term leaves of absence (thirty [30] days or more) may continue until thirty (30) days beyond expiration of said leave, pending the decision to permanently replace the severed employee.

Section 3. When the Employer has prior knowledge of a long term temporary vacancy (thirty [30] days or longer), such vacancy shall be posted for a period of three (3) work days. Employees may bid on such vacancy during the three (3) day period. The Employer shall select the most senior qualified employee to fill the temporary vacancy. In the event no employee bids on the vacancy, or should all the employees who bid on the vacancy be deemed not qualified, the Employer shall assign the most senior qualified employee to fill the temporary vacancy.

ARTICLE 16
PROBATION PERIODS

Section 1. **New Hire**. Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) days for bargaining unit employees. Probationary employees may be removed during their initial probationary period.

Section 2. Newly promoted bargaining unit employees will be required to successfully complete a promotional probationary period. The promoted probationary period shall begin on the date the employee begins receiving compensation for the duties of the new position and shall continue for a period of ninety (90) calendar days thereafter. An employee in a promotional probationary status may be returned to his former position by mutual agreement or if the health and safety of the employee or employees is in question during the first half of the probationary period. An employee may be returned to his former position as unqualified during the balance of the probationary period.

Section 3. Should any employee be reclassified because of a job audit, that employee shall not be required to serve a probationary period.

ARTICLE 17
GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day

activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement, including discipline administered under corrective action clause.

Section 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the department head are one and the same, the employee may proceed to the next step. "Immediate supervisor," for purposes of this article, means the person who is lowest in line of authority over the grievant and who is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Engineer's step.

A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group shall process the grievance.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered:

A. aggrieved employee's name and signature;

B. aggrieved employee's classification;

C. date grievance was first discussed;

D. date grievance was filed in writing;

E. date and time grievance occurred;

F. where grievance occurred;

G. description of incident giving rise to the grievance;

H. articles and sections of agreement violated; and

I. resolution requested.

Section 4. The following steps shall be followed in the processing of a grievance in order for a grievance to receive consideration.

Informal Step: A bargaining unit member having a grievance will first attempt to resolve it informally with his immediate supervisor as a preliminary step prior to pursuing the formal steps of the grievance procedure. A Union representative may be present at this informal step. The immediate supervisor shall provide a verbal answer to the grievant within three (3) calendar days.

Step 1 - Immediate Supervisor: If the employee and the immediate supervisor are unable to resolve the grievance in the Informal Step, the employee may process the grievance to Step 1 of the procedure. The grievant will present the grievance, in writing, to his immediate supervisor as soon as possible but not to exceed ten (10) calendar days after the event or circumstance giving rise to the grievance has occurred. In the event of the grievant's absence during this initial ten (10) day period, the time frame will be extended on a day-to-day basis to a maximum of five (5) additional calendar days. It shall be the responsibility of the immediate supervisor to investigate and schedule a meeting with the grievant and his Union steward within five (5) calendar days from the time the grievance was submitted at this step. The supervisor shall provide a written answer to the grievant within five (5) calendar days following the day on which the immediate supervisor held the meeting with the grievant.

Note: Union stewards having an individual grievance may be represented by another steward for the processing of their personal grievance at all steps.

In the event an aggrieved employee is absent the last day for appeal from Step 1, 2, or 3 answer, the Engineer will accept the Union's decision to advance the grievance to the next level of appeal.

Step 2 - 2nd Level of Management: Should the grievant not be satisfied with the answer he received at Step 1, the employee may process the grievance to Step 2 of the procedure. The grievant must present the grievance to the next level of management within five (5) calendar days following the reply at Step 1. It shall be the responsibility of the manager to investigate and schedule a meeting with the grievant and his Union steward within five (5) calendar days from the date the grievance was submitted at this step. The manager shall provide a written answer to the grievant within the five (5) calendar days following the day on which the manager held the meeting with the grievant. Should the organizational structure have an additional level of management responsibility, the Step 2 process will be repeated at the level prior to submission to the Engineer.

Step 3 - Engineer: The employee may process the grievance to the Engineer and/or his designee within five (5) calendar days after receiving the Step 2 reply. The Engineer and/or his designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his Union representative. He shall investigate and attempt to adjust the matter and shall respond to the grievant and the chief steward with a written answer within ten (10) working days following the meeting.

Section 5. When an employee covered by this agreement chooses to represent himself in a grievance, the Union reserves the right to have a steward present at the adjustment meeting, and no settlement shall be in conflict with any provisions of the agreement. In addition to the Union

steward's attendance at Step 3, the grievant may have a professional staff representative or chief steward present.

Section 6. **Arbitration:** Should a grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Engineer for arbitration within ten (10) working days of his receipt of the written answer from the Engineer at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within thirty (30) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the American Arbitration Association (AAA). The parties shall alternate as to who shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The Union shall strike first on the first grievance. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either party shall have the option only once to completely reject the list of names provided by the AAA and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor to add to, subtract from, or modify the language therein in arriving at his determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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

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

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. 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 on the same day.

Recommendations of the arbitrator will be final and binding upon the Employer, the grievant, and the Union. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports 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.

ARTICLE 18
CORRECTIVE ACTION

Section 1. No employee shall for disciplinary reasons be reduced in pay or position, suspended, discharged, or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. Disciplinary action will be taken for the sole purpose of correcting the offending employees and problem situations and maintaining discipline and morale among other employees.

Section 2. Progressive corrective action is the responsibility of the Employer; however, corrective actions must be based on good cause, be uniformly applied, and be consistent with the laws and regulations governing such actions. Disciplinary action shall include only the following:

A. Verbal reprimand;

B. Written reprimand;

C. Suspension;

D. Reduction in pay or position;

E. Discharge.

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public and shall be kept confidential.

Section 3. Whenever any disciplinary action more severe than a verbal reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

The Employer will give a copy of the written corrective action to the affected employee and a copy to the Union's chief steward immediately upon its execution, provided such information could be obtained through the Freedom of Information Act.

Section 4. An employee who is requested to meet or confer with a supervisor, and who reasonably believes that disciplinary action may result from the meeting, may have his Union steward attend with him.

Section 5. Disciplinary action shall be taken by the Employer no later than forty-five (45) days from the date the alleged offense occurred or forty-five (45) days from the date of the Employer's knowledge of the alleged offense.

Section 6. Whenever the Employer determines that an employee may be disciplined by suspension, reduction, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to be heard regarding the alleged charge(s) of misconduct. Regulations regarding the predisciplinary conference are as follows:

A. The Engineer or the designated representative shall serve the affected employee with written notification of pending suspension, reduction, or discharge. Such notification shall cite the charges against the employee and evidence upon which the charges are based.

B. The conference shall take place before a neutral and detached individual employed by the Engineer not involved in any of the events giving rise to the proposed corrective action.

C. The conference will occur as soon as possible, but not less than forty-eight (48) hours, excluding weekends and holidays, from notification provided for in Part A of this section.

D. The employee may waive the opportunity to attend the conference.

E. At the conference, the employee may be accompanied by a representative of his choice. The employee, with the assistance of his representative, shall be afforded a fair and full opportunity to be heard in opposition to the charges against him, including the right to present any testimony, witnesses, or documents which support the employee's position. The employee or the designated representative will be permitted to confront and cross examine any witnesses.

F. Employee witnesses attending the conference during their normal working hours will suffer no loss of pay or benefits for such attendance.

G. Upon mutual agreement, testimony at the conference may be recorded by either party.

H. A full written report will be prepared by the neutral person concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral supervisor's report will be provided to the employee within five (5) days following its preparation.

Section 7. Records of verbal and written reprimands shall cease to have force and effect and be removed from active personnel files eighteen (18) months after the effective date of such corrective action, providing there has been no intervening corrective action taken during this time period. All records of other disciplinary action shall cease to have force and effect and shall not be considered in any future discipline matters twenty-four (24) months after their effective date, providing there have been no intervening disciplinary actions taken during that time period.

Section 8. Verbal and written reprimands may be subject to appeal through the grievance procedure up to the Engineer's step. Such appeals shall not be subject to the arbitration step contained in Article 17 herein. Suspensions, removals, or reductions may be appealed through the grievance procedure and shall be initiated at the Engineer's step of the grievance procedure.

ARTICLE 19
HEALTH AND SAFETY

Section 1. Occupational safety and health is the mutual concern of the Union and the Employer. The Union agrees to cooperate with the Employer in maintaining safe working facilities, vehicles, tools, and equipment in conformance with adopted standards and safety rules.

Section 2. The Employer agrees to furnish appropriate protective clothing and equipment necessary for the performance of assigned work. Such protective equipment and clothing will be that normally recommended for use with a particular substance or piece of machinery. An example is face shields and rubber gloves when working with chemicals.

Nothing contained herein shall preclude the Employer from attempting to reduce safety hazards to an acceptable level through work place engineering and work practice control(s). The equipment provided under this article must meet the requirements of OSHA and agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or protective clothing shall subject the offending employee to disciplinary action.

Section 3. The Employer shall maintain appropriate first aid kits at all work facilities and in all vehicles. In addition, the Employer agrees to supply necessary safety equipment, such as reflectors, fire extinguishers, flashlights, etc., in all facilities and in all vehicles.

All employees agree to accept responsibility for the care and security of safety equipment issued. Further, the employee accepts the responsibility to maintain his tools, equipment, supplies, 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.

Section 4. All employees are to report all unsafe conditions and/or vehicles to the supervisor in charge of the affected area as soon as possible. The report shall be submitted, in writing, on a Safety Reporting Form provided by the Employer. The supervisor shall investigate the complaint with the Safety Officer. The Employer shall respond to the complaint no later than three (3) days following the date of receipt, subject to the availability of the Safety Officer.

Section 5. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to and investigated by the Safety Officer and the Safety Committee, who will advise the Employer whether they believe any corrective action may be necessary which may eliminate or reduce the potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only, and shall not prevent the employee(s) from filing a safety complaint or grievance.

Section 6. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 7. The Employer will provide annual safety inspections of all rolling stock. The inspection criteria shall be based on manufacturer's recommendations.

Section 8. The Union recognizes the Engineer's primary responsibility for determination of need, priority, and the allocation of funds to the Safety Program.

Section 9. The Safety Committee shall consist of the Department's Safety Officer, two (2) non-bargaining unit employees, and no more than three (3) bargaining unit employees appointed by the Union. Bargaining and non-bargaining unit appointees shall serve on the Committee for a one (1) calendar year term, with the second six (6) month period at the option of the individual employee. In the event the employee decides not to serve the second six (6) month period, he shall notify the Safety Committee no later than the fifth (5th) month of the first turn so a replacement may be appointed. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date of this agreement.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all outstanding health and safety complaints and make recommendations for corrective action.

2. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.

3. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 5 herein.

4. Make recommendations regarding safety training programs and amendments, modifications, or additions to the Department's Safety Manual, and the safety of equipment to be purchased.

5. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities, including health and safety education, first aid, defensive driving, CPR, and other programs to enhance the safety of others and service to the citizens of Jefferson County.

The Committee's responsibility in general is to monitor the Department's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

Section 10. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee.

ARTICLE 20
LAYOFF AND RECALL

Section 1. If the Employer determines that a reduction in force is necessary, such determination shall be based on a lack of funds and/or a lack of work.

Section 2. The Employer agrees to notify the Union at least fourteen (14) days in advance of a pending layoff and agrees to meet and confer with Union representatives regarding the situation.

Section 3. In order to accomplish a reduction in force, the Employer shall first determine which classification(s) are to be reduced and the number of employees in each classification to be laid off. Secondly, the Employer shall layoff any intermittent, seasonal or part-time employees in the affected classification before laying off any full-time bargaining unit employees.

Section 4. If it should become necessary to layoff full-time bargaining unit employees, the Employer shall layoff the employee(s) with the least agency seniority within the affected classification(s). These employees shall be notified of the layoff fourteen (14) days in advance in writing. This written notice shall include the reason for the layoff, the effective date of the layoff, the option to exercise displacement rights, and a statement that the employee is responsible for maintaining a current address with the Employer.

Section 5. Laid off employees and employees displaced as a result of a layoff who have the right to displace shall exercise their displacement rights in the following order:

1. Displacement within the series. An employee who is to be laid off or displaced as a result of a layoff may displace the employee with the least agency seniority in the next lower and then successively lower classifications in the series. This process shall continue, if necessary, until the employee with the least agency seniority in the lowest classification of the series has been laid off.

2. Following exhaustion of options in the class series, displacement to a classification previously held may be exercised. An employee who is to be laid off or who is displaced as a result of a layoff shall have the right to displace the employee with the least agency seniority in the classification the laid off or displaced employee successfully held up to five (5) years prior to the effective date of layoff.

Section 6. Recall shall be made in reverse order of layoff to affected classifications. Employees laid off will retain recall rights for one (1) full year from the date of layoff. The Employer will rely upon the last address and telephone number furnished by the employee. Failure of the employee to respond within ten (10) days of mailing of notice of recall will be considered to have voluntarily resigned.

Section 7. Laid off employees may bid on any job vacancy posted within the agency. If accepted to an equal or higher paying classification, the employee shall forfeit recall rights to the lower paying positions.

Section 8. The Employer shall not hire, promote, or transfer into bargaining unit classifications series in which employees are laid off.

ARTICLE 21
SENIORITY

Section 1. Except as may be otherwise indicated in this agreement, seniority shall mean continuous length of service of an employee with the Employer where no break in service occurs.

Section 2. An employee who has a separation from service which includes, but is not limited to, a resignation, removal, failure to return from an authorized leave of absence, or disability separation, shall be considered to have had a "break in service." The following do not constitute

a break in service and do, therefore, count towards an employee's total length of uninterrupted service:

1. Any separation of service lasting thirty (30) days or less;

2. Authorized leave of absence from which the employee returns;

3. Vacation, sick leave, or any other time an employee is in active pay status;

4. Military leave;

5. Layoff followed by recall within a period of one (1) calendar year.

An employee who is separated from employment and is later reinstated rather than rehired from the separation shall not be deemed to have had a break in service. The time the employee was separated from service shall not be counted towards the calculation of continuous service.

Section 3. Any time spent as an employee under the Comprehensive Employment Training Act (CETA) performing work for the County Engineer shall be counted toward continuous length of service with the Employer.

Section 4. The Employer shall prepare and maintain seniority lists of employees. Such lists shall be provided annually to the Union chief steward and shall indicate the name, seniority date and current classification of bargaining unit employees. Such list will be provided within thirty (30) days of the signing of this agreement. Employees shall have thirty (30) days to inform the Employer of any purported errors on such list.

Section 5. In the event two (2) employees have identical last dates of hire, the oldest employee in terms of chronological age shall be deemed the most senior employee.

ARTICLE 22
CLASSIFICATION DESCRIPTIONS AND TABLE OF ORGANIZATION

Section 1. The Employer shall provide each employee with a table of organization showing the chain of authority of all positions held by employees of the Employer.

Section 2. A manual or position descriptions and the table of organization shall be maintained and updated by the Employer as additions or changes occur. Such manual shall be available for review by employees in the Personnel Office.

Section 3. The Employer agrees that job classification descriptions shall reflect the relative duties and responsibilities of each position. The Employer will review and modify classifications as the needs of the Department may require in order to insure their continued applicability. The Employer, upon request, shall provide the Union and the affected employee with a copy of the modified or new job classification description.

ARTICLE 23
SICK LEAVE

Section 1. Bargaining unit employees shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in paid status.

Section 2. Sick leave used by an employee shall be charged in minimum units of one-fourth (1/4) hour. Employees shall be charged sick leave only for days and hours for which they would have otherwise been regularly scheduled to work.

Section 3. An employee who is unable to report for work, and who is not on a previously approved day of leave, shall be responsible for notifying the general office of his/her absence a minimum of one-half (1/2) hour before the time the employee is scheduled to report to work unless extenuating circumstances prevent such notification. Employees shall provide the Employer at least a forty-eight (48) hour advance notice of pre-scheduled appointments described in Section 7 (2) herein. The employee shall provide the Engineer/designee a statement describing the type of appointment (i.e., routine checkup or treatment), the location of the appointment, and the scheduled time of the appointment. For purposes of this article only, the Employer will accept collect toll calls for reporting off.

Section 4. Prior to returning to work from a sick leave of more than three (3) days, an employee may be required to furnish a statement from a licensed physician or medical practitioner notifying the Employer that medical attention was required or that the employee was unable to perform his duties. Whenever the Employer has cause to suspect the abuse and/or a pattern of abuse of sick leave, such as but not limited to the use of sick leave immediately before/after scheduled vacation leave, the Employer may require proof of illness in the form of a physician's statement or other evidence to verify an employee's claim of illness.

A meeting with the Engineer/designee, the Union Steward, and the employee whose sick leave usage allegedly demonstrates a pattern of abuse shall be held prior to the Employer implementing those punitive actions described in Section 5 below. The purpose of such meeting shall be to advise the employee that his/her sick leave usage is becoming unacceptable, and if it continues to get worse, corrective action on the part of the employee may take place as described in Article 18, Corrective Action.

Section 5. It is understood that in the event an employee uses more than fifty-six (56) hours of unexcused and/or non-documented sick leave, any or all additional unexcused or non-documented sick leave will result in loss of pay and possible disciplinary action. This practice will become effective January 1, 1992. The computation will be based on the calendar year January 1 through December 31. For purposes of this section/article, other examples of documentation will be doctor's slips, emergency room visits, proof of death in family, etc.

Section 6. If an illness or disability continues past the time covered by earned sick leave, the employee shall be granted a leave of absence for up to six (6) months with proper medical

evidence. If a leave of absence is granted and illness or disability continues past expiration of the leave, a disability leave may then be granted for up to three (3) years.

Section 7. A sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. illness or injury of the employee or a member of his/her immediate family;

2. medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family;

3. if a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others;

4. pregnancy and/or childbirth and other conditions related thereto;

5. death in the immediate family as defined below.

Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who stands in place of a parent. Medical evidence may be required to substantiate such usage.

Section 8. Each bargaining unit employee shall receive, within thirty (30) days from the date of separation from employment for any reason, a cash payment equal to the value of one-fourth (1/4) or twenty-five percent (25%) of the total accumulation of his/her unused sick leave, not to exceed forty (40) days. The calculation of such sick leave credit shall be based on the employee's normal hourly rate of pay at the time of separation. In the event of the death of an employee, such unused sick leave credit shall be paid to his/her next of kin or estate.

Section 9. Effective the first anniversary date of the agreement, a bargaining unit employee who has at least ten (10) years of service and retires under the applicable provisions of the Ohio Public Employee's Retirement System (OPERS) shall be entitled to payment of accrued but unused sick leave at the rate of fifty-five percent (55%) of their hourly rate of pay (in effect at the time of retirement), provided the following criteria are met:

A. An overall reduction of fifteen (15%) of any/all uses of sick leave from the previous contract year is realized throughout the bargaining unit. For purposes of implementation, the parties agree the base rate of sick leave hour usage shall be three thousand seven hundred and fifty-three (3,753) hours. It is agreed and understood the above-referenced number of hours must be reduced by fifteen percent (15%) in order for the above-referenced cashout to be implemented. Thereafter, the fifteen percent (15%) reduction shall be based on 3,753 hours of sick leave usage per contract year.

B. The Engineer's budget can support such payments, subject to the number of individuals who are eligible and retire in any contract year.

The language described herein shall be subject to review and discussion through Article 11, Labor/Management, at mutually agreeable times/dates following the second anniversary date of the agreement.

In the event the aforementioned fifteen percent (15%) goal is not reached in any contract year, the language contained herein shall be null and void unless mutually agreed otherwise.

ARTICLE 24
FUNERAL LEAVE

Section 1. An employee shall be entitled to up to three (3) working days of paid funeral leave not chargeable to sick leave to be used in the event of a death in the employee's immediate family.

Section 2. For purposes of this article only, the immediate family shall be defined as father, father-in-law, mother, mother-in-law, brother, sister, spouse and child, grandparents, grandchildren/child.

ARTICLE 25
MILITARY SERVICE LEAVE

Section 1. An employee shall be granted a leave of absence to be inducted or otherwise enter military duty. If not accepted for such duty, he/she will be reinstated in his/her position without loss of seniority or status.

Section 2. No employee shall be discharged because of being a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the Armed Services of the United States or their auxiliaries, or be prevented from performing any military service he/she may be called upon to perform by proper authority.

Section 3. Such employee, upon completion of military duty, shall be reinstated and be entitled to participate in insurance, including pension plans and medical insurance and other benefits dependent on length of employment including vacation pay and sick leave as if he/she remained continuously at work.

Section 4. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

Section 5. Employees are required to submit to their Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

Section 6. Such leave of absence shall not affect the employee's rights to vacation, sick leave, or any other normal benefits of his/her employment.

ARTICLE 26
COURT LEAVE

Section 1. The Employer shall grant court leave with full pay to any employee who:

A. is summoned for jury duty by any court of competent jurisdiction; or

B. is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses.

Section 2. Any compensation or reimbursement for jury duty or court attendance, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the County Auditor's Office.

Section 3. An employee appearing before a court or other legally constituted body in a matter in which he/she is a party shall be granted vacation time or personal leave days or unpaid leave of absence, whichever he/she chooses, to attend such proceedings.

ARTICLE 27
UNION LEAVE

Section 1. Duly elected Union delegates who are in the bargaining unit may be granted time off without pay for the purpose of participating in the CWA International Convention, not to exceed two (2) employees for a total of five (5) days per employee in any calendar year. The granting of such leave shall be based on the operational needs of the Department, at the discretion of the Employer.

The Union shall give the Employer at least one (1) month's written notice of the employee(s) who will be attending such function.

ARTICLE 28
LEAVES OF ABSENCE

Section 1. **Leave Without Pay**. Employees may be granted the following types of unpaid leave of absence:

A. Disability Leave

A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to three (3) years when the disability continued beyond accumulated sick leave rights and provided the employee is:

1. hospitalized or institutionalized;

2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;

3. is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer. Such physician fees shall be paid by the Employer.

It is the employee's responsibility to request a disability leave, and such leave is not granted automatically when the employee's sick leave has expired.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Family And Medical Leave

An employee may be granted Family and Medical Leave in accordance with the Employer's policy in effect at the time such leave is requested.

D. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

E. Authorization for Leave

The authorization of leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. Should the Employer deny the leave request, a written reason for the denial shall be given to the employee. No leave of absence shall be granted for the purpose of

working another job, except for special assignment with CWA, for which a specified period of time, not to exceed sixty (60) calendar days, will be permitted.

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

F. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

G. Abuse of Leave

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

H. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this article.

ARTICLE 29
HOLIDAYS

Section 1. Effective June 30, 1994, employees shall be entitled to the following holidays:

New Year's Day (1st day of January)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday (Friday before Easter)
Memorial Day (as designated by the Commissioners)
Independence Day (4th day of July)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans' Day (11th day of November)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Day (25th day of December)

Section 2. Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

Section 3. Full-time bargaining unit employees in active pay status shall receive, regardless of their work shift or schedule, eight (8) hours of holiday pay whether or not they work on the holiday. Part-time bargaining unit employees are entitled to holiday pay for that portion of any holiday they would normally have been scheduled to work. An employee must work the work day preceding and following the holiday in order to receive payment for a holiday, unless using pre-approved or giving prior notice of sick leave for medical reasons as described in Article 23, Section 7 (2).

Section 4. Employees who work on a holiday shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate of pay, except Christmas Day and New Year's Day will be paid at two (2) times their hourly rate of pay, plus eight (8) hours of holiday pay.

Section 5. When calculating overtime for a calendar week which includes a holiday, the automatic eight (8) hours of holiday pay shall count as paid status regardless of whether or not the employee worked on such holiday.

Section 6. An employee on leave of absence is on no-pay status and shall not receive payment for a holiday.

ARTICLE 30
PERSONAL DAYS

Section 1. Three (3) personal leave days shall be granted to each full-time bargaining unit employee each calendar year. Personal leave days shall be granted to each full-time bargaining unit employee upon the completion of one (1) year of service with the Department.

Section 2. Except in emergency situations, a one (1) day notice of the use of such personal leave day shall be given to the immediate supervisor and approved by such supervisor.

Section 3. Employees will be paid for said personal days at their normal rate of pay. Personal leave days will be included in the regular work week for computation of overtime pay.

ARTICLE 31
VACATIONS

Section 1. Vacation leave shall be granted according to the following schedule after an employee has worked one (1) full year for the Engineer:

After 1 year of service	80 hours (two weeks)
After 8 years of service	120 hours (three weeks)
After 15 years of service	160 hours (four weeks)
After 25 years of service	200 hours (five weeks)

For the purpose of Section 1 of this article, years of service shall include all time earned under PERS or STRS contributing employers.

Section 2. An employee who is absent due to illness or injury and who has exhausted his sick leave, or an employee who has been granted a leave of absence, will be permitted to charge such absence to his available vacation leave if he so chooses.

Section 3. Upon separation of service, an employee is entitled to compensation for any earned but unused vacation credit.

Section 4. In the case of the death of any employee, any earned but unused vacation leave shall be paid to the deceased employee's estate.

Section 5. Prior to March 1 of each year, all eligible employees shall submit their choice for vacation leave of five (5) days or more, and any specific day(s) during the period of April 1 through October. If a number of employees in the same classification request the same time period, leave approval shall be determined on the basis of seniority. The Employer shall 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 employees whenever possible. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet emergencies. It is the expressed intent of the Employer to exercise the authority to change a member's vacation as seldom as possible.

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 Employer may, however, approve a change in selection based on seniority provided no other employee's choice is disturbed. The Employer may also approve an employee changing his scheduled vacation with another employee of the same classification and work unit. All applicable vacation schedules shall be prepared and posted by the Employer on appropriate bulletin boards by April 1 of the year in which the vacation is to be taken.

Section 6. Vacation leave requests for increments of less than five (5) days will require a prior time period notice equal to the number of day(s) requested. Such request shall be given to the employee's immediate supervisor, subject to the approval of the Engineer/designee.

The prior time period notice as described herein may be waived for vacation leave requested in increments of one (1) hour in a work day.

Section 7. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would have warranted paid sick leave or funeral leave had the employee been at work, such employee shall be allowed to charge such absence to such leave rather than to vacation leave.

Section 8. Employees shall be permitted to accumulate a maximum of three (3) years of vacation. Vacation leave not used in accordance with this section shall be lost.

Section 9. It is understood and agreed the Employer shall maintain the right to deny and/or limit the number of employees on vacation leave at any given time should work load requirements so mandate.

Section 10. A bargaining unit employee with eight (8) years or more of service who earns at least three (3) weeks of vacation leave in a twelve (12) month period may submit a request to cash out one (1) week of vacation leave. This cash out shall only apply to vacation leave earned during the previous twelve (12) month period and shall not apply to any carryover balance (as described in Section 8 herein).

Requests for the one (1) week cash out must be submitted to the Engineer/designee prior to March 1 of each year. Payment will be included in the first paycheck of December.

It is understood and agreed that the aforementioned cash out payments are subject to budget limitations and may be limited as to the number of employees receiving said payments.

ARTICLE 32
INSURANCE COVERAGE

Section 1. The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deductions. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees.

Section 2. The employee contribution towards the monthly premiums for hospitalization insurance in effect as of April 1, 2002, shall remain consistent through August 31, 2003. After August 31, 2003, in the event there is a modification/change in the amount of the employee contribution, the Employer shall provide the Union/employee with advance notice of such modifications/change.

Section 3. A bargaining unit employee who attends a health care committee meeting scheduled during his normal work hours shall suffer no loss of straight time pay for such participation. Attendance at such meeting(s) shall not be unreasonably denied.

ARTICLE 33
TUITION REIMBURSEMENT

Section 1. The Employer will reimburse an employee fifty percent (50%) of the cost, not to exceed four hundred dollars ($400.00) per contract year, for educational courses that are job related and for which prior approval has been granted by the Engineer. Employees must meet the following requirements to be eligible for such reimbursement:

1. Be a full-time employee;

2. Must complete one (1) year of service with the Jefferson County Engineer;

3. Receive prior approval of the course from the Engineer or designee;

4. Must successfully complete the course with a "C" grade or equivalent or better.

It is understood the employee will be required to pay for the course at registration. Upon the successful completion ("C" or equivalent or better), the employee shall submit to the Engineer verifiable document such as proof of payment and grade average.

ARTICLE 34
WAGES

Section 1. Effective June 30, 2012, all bargaining unit employees shall receive a two percent (2%) wage increase added to their present hourly rate of pay. (See Appendix "A")

A wage equity payment of five hundred dollars ($500.00) is to be paid to all bargaining unit members in the first pay period after June 30, 2012.

Section 2. Effective June 30, 2013, all bargaining unit employees shall receive a two percent (2%) increase added to their hourly rate of pay. (See Appendix "A")

Section 3. Thirty (30) calendar days prior to June 30, 2014, the Union and the Jefferson County Engineer agree to meet to discuss the possibility of a wage increase in excess of two percent (2%) if economic conditions allow for this possibility.

ARTICLE 35
LONGEVITY PAY

Section 1. Effective June 30, 2000, full-time bargaining unit employees who have completed five (5) years of service with the Employer shall be eligible to receive longevity pay based on the following schedule:

After five (5) years of service - one time lump sum payment of one hundred fifty dollars ($150.00).

Upon completion of each year thereafter, an additional thirty dollars ($30.00) for the year, to a limit of thirty (30) years/nine hundred dollars ($900.00) maximum payment.

The longevity payment shall be paid to an employee during December of each calendar year in accordance with the procedure established in effect upon the execution of this agreement.

Section 2. An employee who is eligible for longevity pay, pursuant to Section 1 herein, and who terminates his employment in good standing at any time during the calendar year, shall have his longevity payment prorated based on each full month of the employee's employment in that calendar year.

ARTICLE 36
SHIFT DIFFERENTIAL

Section 1. Employees working an afternoon or midnight shift will be paid an additional twenty cents ($.20) per hour.

ARTICLE 37
REPORT AND/OR CALL-IN PAY

Section 1. Call-in pay is payment for work performed by an employee who has been called to work at a time disconnected from his/her normal work day. Work done in this manner shall be compensated with a minimum of four (4) hours pay at the applicable overtime rate.

ARTICLE 38
MISCELLANEOUS

Section 1. If the Employer, by written work rule, requires any employee to wear uniforms or special clothing or devices, such items will be furnished to said employee by the Employer, including replacement and repair.

Section 2. The Employer agrees that no bargaining unit employee shall be displaced through layoff or job abolishment or be reduced in pay, position, or normal work hours as a result of the Employer's decision to contract out or subcontract any work.

Section 3. Non-bargaining unit employees shall not perform bargaining unit work unless done in a fashion to assist employees or train employees as needed.

Section 4. The Employer agrees when a vehicle is replaced with a similar type new vehicle, said vehicle shall be assigned to the employee and classification affected.

Section 5. The Employer will have coveralls available for occasional use by other bargaining unit employees when particular duties warrant their use, specifically vegetation management control and when operating the asphalt distributor. The Employer will continue to provide uniforms for the Vehicle Weight Enforcement Worker in accordance with the procedure in effect upon the effective date of the agreement.

ARTICLE 39
NEGOTIATIONS

Section 1. The dates, times and places for negotiating any agreements succeeding this agreement will be addressed, along with other matters, in the groundrules governing those negotiations which will be negotiated prior to the submission of proposals by the Union. Negotiations of the groundrules shall take place, insofar as possible, during regular work hours. Subjects to be included in the groundrules meeting include:

1. Location of meetings;
2. Date and times of meetings;
3. Union and Employer participants;
4. Chief Negotiator;
5. Data;
6. Written proposals/materials;
7. Meeting notes;
8. Caucus;
9. News media/public;
10. Economics;
11. Agreements.

The Union negotiating committee, to be comprised of no more than four (4) employees appointed by the Union, shall be permitted to attend the groundrules meeting with the Employer representatives without loss of pay or other benefits, provided such meetings are scheduled during duty hours of the employees.

ARTICLE 40
SEVERABILITY

Section 1. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 41
APPLICATION OF STATE CIVIL SERVICE LAW

Section 1. The parties hereby agree that for the purpose of this agreement, none of the provisions of the Ohio Revised Code or the Administrative Code pertaining to the reporting of payroll (as currently contained in ORC 9.41), personnel actions, or any other type of documentation regarding bargaining unit personnel to the Ohio Department of Administrative Services shall apply to bargaining unit employees.

Section 2. It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to matters covered by this agreement.

In accordance with the provisions of Ohio Revised Code (ORC) 4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or the Ohio Administrative Code (OAC):

Contract Article	Supercedes and/or Prevails Over
Article 13, Hours & Overtime	ORC 4111.03
Article 14, Vacancies, Promotions, and Transfers	ORC 124.27 – 124.32
Article 15, Temporary Assignments and Pay	ORC 124.33
Article 16, Probation	ORC 124.27 OAC 123: 1-19-01; 123: 1-19-02; 123: 1-19-03
Article 17, Grievance Procedure	ORC 124.34
Article 18, Corrective Action	ORC 124.34
Article 20, Layoff and Recall	ORC 124.321 – 124.328 OAC 123: 1-41-01-23
Article 21, Seniority	ORC 124.321-328
Article 23, Sick Leave and Article 24, Funeral Leave	ORC 124.38 – 124.391; 124.396 ORC 124.391 OAC 123: 1-32-05; 123: 1-32-07-10

Article 25, Military Service Leave	ORC 5903, 5923.05
Article 28, Leaves of Absence	ORC 124.382; 124.386 OAC 123: 1-34-01
Article 29, Holidays	ORC 325.19
Article 31, Vacations	ORC 325.19

ARTICLE 42
COMMITTEE ON POLITICAL EDUCATION (C.O.P.E.)

Section 1. The Employer and the Union shall provide for a program and procedure whereby eligible employees may make voluntary contributions through payroll deduction to the Committee on Political Education (C.O.P.E.), a separately segregated political action committee sponsored by the Union.

Section 2. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.

Section 3. Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. When completed by the employee, the authorization card will be forwarded by the Union to the appropriate payroll office. The Union will be responsible for satisfying its own requirements for records retention.

Section 4. Monthly employee deductions shall be in the minimum amount of one dollar ($1.00).

Section 5. On a monthly basis the Employer shall remit to the Treasurer of C.O.P.E. the full amount of authorized deductions for the proceeding month. In addition, the Employer shall transmit to the Treasurer of C.O.P.E. monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.

Section 6. Any employee's payroll deduction shall cease upon the occurrence of any of the following:

A. termination of a participating employee's employment;

B. retirement of a participating employee;

C. transfer of a participating employee out of the bargaining unit;

D. receipt in the payroll office of written notice to cancel contributions to C.O.P.E. signed by the employee;

E. receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate;

F. leave of absence (unpaid) of a participating employee.

Section 7. Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.

Section 8. The parties agree 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 in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 9. The Union warrants and guarantees that no provision of this article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses in its defense, including but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

ARTICLE 43
DURATION OF AGREEMENT

A. This agreement shall be effective as of June 30, 2012, and shall remain in full force and effect until June 29, 2015.

B. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C. 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. Therefore, the Employer 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 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.

This agreement constitutes the entire agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

Executed this 12th day of July, 2012.

SIGNATURE PAGE

FOR THE JEFFERSON COUNTY ENGINEER

James F. Branagan,
Jefferson County Engineer

Andrew Bryan
Chief Deputy Engineer

Kristine Sohovich
Secretary

Dr. Thomas E. Graham, President
Jefferson County Board of Commissioners

Thomas G. Gentile
Jefferson County Commissioner

David C. Maple, Jr.
Jefferson County Commissioner

Michael L. Seyer
Labor Relations Consultant

FOR THE COMMUNICATIONS WORKERS OF AMERICA

George Stoddart, President

Adrian Ferroni, Chief Steward

James Nicholson, Steward

Rob Herron, Steward

Joe Porco, Steward

Seth Rosen, Vice President
District 4

William H. Bain
CWA Staff Representative

APPROVED AS TO FORM:

Jane Hanlin
Jefferson County Prosecutor

LETTER OF UNDERSTANDING

When it is necessary to call-out employees for snow and ice removal, the parties agree to the following procedure:

1. Employees who normally perform the duties of snow and ice removal shall be offered the overtime in accordance with Article 13, Hours and Overtime.

2. The Employer also shall offer the overtime to the available number of employees who would act as the "Shot Gun Rider" or second man in the truck in accordance with Article 13, Hours and Overtime.

3. In the event an equal number of employees (as defined herein) cannot be obtained, the Employer shall have the right to assign qualified employees to perform snow and ice removal without a Shot Gun Rider.

LETTER OF UNDERSTANDING

The Employer may grant one (1) bargaining unit employee, designated by the Union as the Union President/Chief Steward, unpaid leave for the purpose of performing necessary labor relations duties with other County agencies under the jurisdiction of the Communications Workers of America. Said agencies shall be limited to the Jefferson County Recorder, the Jefferson County Department of Job and Family Services, and Mingo Junction. The designated employee shall provide the Employer with at least a two (2) work day advance notice of request for such leave.

The parties agree that such time off shall not be unreasonably denied by the Employer or abused by the Union and/or the designated employee.

LETTER OF UNDERSTANDING

Employees shall be granted four (4) hours leave with pay in observance of Christmas Eve in accordance with the Employer's policy.

LETTER OF UNDERSTANDING

The Jefferson County Engineer, hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," agree to the following.

The Employer agrees to establish a Training Program to allow employees the opportunity to become familiar with the various types of equipment used by the Department.

Employees who wish to take part in such training shall submit their request to their immediate supervisor within thirty (30) calendar days following the execution of this agreement. Thereafter, an employee shall submit his request during the ten (10) work day period prior to the anniversary date of the agreement.

The Employer shall be obligated to provide training to only those employees who request such training. Further, such requests shall obligate the individual employee to accept such training assignment until the ten (10) work day sign up period as described herein.

Nothing contained herein shall obligate the Employer to create work to provide such training. When training opportunities arise, and there are two (2) or more employees signed up, the senior employee(s) shall be the first one offered the opportunity. Employees shall continue to receive their normal hourly rate of pay during such training period.

LETTER OF UNDERSTANDING

The parties agree, pursuant to Article 13, Hours and Overtime, Section 3, to the following understanding as to overtime distribution.

Persons who do not normally wish to participate in overtime are to notify their Superintendent within the five (5) work day period prior to the time period established herein that they wish to take their name off the overtime roster based on the following schedule:

1. No later than October 1, 1991, for the following three (3) month period then

2. Beginning January 1, 1992, and for each four (4) month period thereafter.

It is understood that an employee(s) may, during the time periods (i.e., four [4] month), notify their Superintendent that they wish to participate in the distribution of overtime. Should an employee provide such notification to their Superintendent, it is understood the employee cannot, for the duration of the time period, take their name off the overtime roster.

Said notification shall not be construed as relieving an employee's obligation to participate in emergency overtime assignments.

LETTER OF UNDERSTANDING

For overtime assignment purposes, two (2) independent rosters will be kept for overtime rotation and scheduling. These rosters will be: #1 Garage call-out and #2 County-wide roster. #1 roster will indicate emergency situations as defined by contract that are normally responded to by employees within the garage area. #2 will indicate hours worked on county-wide projects including continuation of shift and scheduled overtime. Continuation of shift may include any emergency responded to before the normal quitting time by members within a garage. This time will be shown on the #2 roster, i.e., if a garage super is notified of a tree down within his area by 3:17, he will rotate the overtime assignment to the person or persons within his garage starting by class with the least amount of hours. In the event of exhausting the class required, the person in any other class who is capable and qualified will be given the opportunity to work. This time worked will be added to the #2 roster and will not affect the #1 roster.

In the event of exhausting the entire garage roster during a call-out, the next person called will be by class from the #2 roster with the least amount of hours. If the class is exhausted, the next person from any class who is capable and qualified, with the least amount of hours, will be called. This time worked will be added to the #2 roster and will not affect the #1 roster position.

All other overtime on the #2 roster will be distributed by class beginning with the lowest hours using the county-wide list. In the event of a continuation of shift, the person or persons performing the necessary duties or operating the necessary equipment during the regular shift will be given first opportunity for the overtime assignment. Until equalization is reached, there may be multiple opportunities for an individual to be scheduled. Overtime through shift continuation shall be added to the #2 roster.

Overtime assignments on the #1 roster will be by class seniority in descending rotation as is normally done.

Long-term absence and short-term absence will be defined as follows:

Short-Term up to and including ten (10) work days

Long-Term over ten (10) work days

Military leave will have no effect on this roster.

The #2 roster rotation will note all opportunities offered: a refusal will count as hours worked. In the event of a short-term absence, excluding military leave, there will be no change in hours worked noted. This individual will be offered overtime assignments based on his or her hours before the short-term absence. In the event of a long-term absence, excluding military leave as defined by law, the individual will re-enter the #2 roster at the highest hours within the class average plus one (1) hour. (It is the intent of this agreement that military leave of up to thirty-one [31] days per year will not affect the #2 roster position. After thirty-one [31] days, any missed opportunity will be recorded as time worked.)

Individuals with little or no overtime hours on the current county-wide list will enter the new #2 roster at the point of average hours within class plus one (1) hour.

In the event of a change of class to a higher position, the individual will enter the new class at the highest hours, plus one (1) hour.

Those who do not wish to participate in production overtime distribution will notify the General Superintendent by an agreed upon date (see Letter of Understanding - Article 13). If you wish to be placed back within rotation, you will re-enter the list at the point of possible hours worked plus one (1) hour. You will be credited as having refused with amount of hours added to your total.

As per contract, scheduled overtime is non-mandatory. Continuation of work overtime is mandatory; however, if you do not wish to work the overtime, your request will be considered based upon operational requirements. If you are not needed or can be replaced by another within your class, your request to not work will be honored as in the past. Operational needs and requirements will be determined by immediate supervisor and upper management (see Letter of Understanding - Article 13).

Overtime hours on the #2 roster will begin at zero (0) hours effective January 1 each year. The #1 roster progresses monthly as is normally done.

LETTER OF UNDERSTANDING

The parties agree that in the event an employee is required to load and unload equipment that he has transported to a job/work site, and the employee holds a Class A license, said employee shall be paid the hourly rate of a H.M.W.4, pursuant to Article 15, Section 1.

A position is created for operation of the Tractor Truck; said individual shall be compensated in accordance with the Highway Maintenance Worker IV hourly rate of pay.

Further, the vacancy shall be posted in accordance with Article 14 - Vacancies, Promotions, and Transfers.

LETTER OF UNDERSTANDING

The Jefferson County Engineer, hereinafter referred to as the "Employer," and the Communications Workers of America (CWA), hereinafter referred to as the "Union," agree to the following:

The Union recognizes the Employer's obligations, requirements, and rights imposed under the Department of Transportation Federal Highway Administration rules on Controlled Substance

and Alcohol Use and Testing (49 CFR 382) that apply to bargaining unit employees who are required to hold a CDL.

The Union recognizes the Employer's obligation(s) under these rules to develop policies to comply with the January 1, 1996, effective date.

LETTER OF UNDERSTANDING

The Jefferson County Engineer, hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," agree to the following:

The Employer and the Union agree that the parties are obligated to comply with the applicable provisions of the Americans With Disabilities Act (ADA).

LETTER OF UNDERSTANDING

The Employer, defined as the individual serving as the Jefferson County Engineer as of June 30, 1997, and the Communications Workers of America's Local President, defined as the employee of the Engineer's Department who holds this position as of June 30, 1997, agree to the following:

The Employer will reimburse the Local President/Chief Steward for the loss of his straight time hourly rate of pay for time spent conducting necessary labor relations duties for those county agencies defined in the Letter of Understanding, Page 42 of the labor agreement between the Jefferson County Engineer and the Communications Workers of America. Said reimbursement shall not exceed a total of one hundred and twenty-eight (128) hours over the length of the contract.

Prior to any payment made by the Employer to the Local President/Chief Steward, the Local President/Chief Steward shall forward all monies received from the Communications Workers of America as payment for the lost time wages.

It is understood and agreed that any payment received by the Local President/Chief Steward from the Employer for the loss of his straight time hourly rate of pay shall not be counted as time worked for the purposes of overtime calculation.

The terms and conditions described herein shall become null and void in the event any of the following incidents occur:

Upon expiration of this agreement, unless mutually agreed otherwise.

Upon the Local President/Chief Steward's failure to comply with his obligations regarding the reimbursement procedure described herein.

The terms and conditions described in this Letter of Understanding, as well as the entire Letter of Understanding, are not subject to the grievance procedure provided for in the agreement.

LETTER OF UNDERSTANDING
DISPLACEMENT

During the term of this agreement, should the Employer utilize Workfare participants who are required to work in order to receive benefits, the following shall apply:

1. The Employer shall notify the Union, prior to utilizing a participant, the name, expected length of service, number of hours to be worked each week, and the work to be performed by each Workfare participant.

2. No bargaining unit employee shall be on layoff or experience a loss of hours, pay, or benefits due to the utilization of the Workfare participants.

3. Workfare participants shall not prevent the recall of laid off bargaining unit employees.

4. Workfare participants shall be limited to the number of hours in each week as required by law.

5. No Workfare assignment shall result in any infringement of promotional opportunities of bargaining unit employees.

LETTER OF UNDERSTANDING
JOB ASSIGNMENT - RATES OF PAY

The parties agree, for the term of this agreement, to implement the following procedure with regard to the job assignments rates of pay and the affected employee's obligations and requirements as follows:

Bargaining unit employees in the Highway Maintenance Worker I classification who obtain a CDL shall be compensated in accordance with the applicable Highway Maintenance Worker II hourly rate of pay. (Applicable rate of pay shall mean the same step in the Highway Maintenance Worker II pay range the employee was paid as a Highway Maintenance Worker I.)

In addition, to qualify for the Highway Maintenance Worker II applicable rate of pay, the employee must accept and perform the duties of Truck Driver when such opportunities arise, as determined by the Employer.

Bargaining unit employees who are performing work in the classification of Highway Maintenance Worker II on the effective date of this agreement shall be compensated in accordance with the applicable Highway Maintenance Worker III hourly rate of pay provided:

- The employee is qualified to operate a tandem;

- The employee is qualified to operate a loader to perform any/all job assignments as directed by the Engineer;

- The employee is willing to train and/or operate all equipment required of the Highway Maintenance Worker III classification.

It is understood and agreed that upon acceptance of the higher rate(s) of pay and the qualifications noted above, employees described herein shall not be permitted to return to their previous rate of pay and duties/responsibilities except upon mutual agreement between the Employer and the employee and/or for disciplinary reasons. Refusal to comply with job assignments or to be trained to operate equipment within the applicable higher paying classifications (move from H.M.W. I to H.M.W. II or move from H.M.W. II to H.M.W. III) shall be considered as a work rule violation.

LETTER OF UNDERSTANDING
TOOL ALLOWANCE

Any employee holding the classification(s) of General Mechanic and Mechanic/Welder shall receive a three hundred dollar ($300.00) tool allowance on April 1 of each contract year.

APPENDIX A
Effective June 30, 2012

	Hire Rate	121 Day Rate	After 12 Months Service
Crew Leader/Operator	18.76	19.80	21.76
Mechanic/Welder	17.27	18.22	19.98
General Mechanic	16.84	17.78	19.52
Vegetation Management Technician	16.84	17.78	19.52
Highway Maintenance Worker 4	16.84	17.78	19.52
Highway Maintenance Worker 3	16.11	17.00	18.73
Highway Maintenance Worker 2	15.61	16.44	18.06
Mason	16.46	17.38	19.13
Mechanic Helper	15.61	16.44	18.06
Highway Maintenance Worker 1	14.76	15.62	17.14
Tax Map Document Verifier	14.76	15.62	17.14
Vehicle Weight Enforcement Worker	14.76	15.62	17.14

Employee(s) to receive an additional fifty cents ($.50) per hour when welding.

An employee who is required to perform certified welding shall be paid the Mechanic/Welder hourly rate of pay.

APPENDIX A
Effective June 30, 2013

	Hire Rate	121 Day Rate	After 12 Months Service
Crew Leader/Operator	19.13	20.19	22.19
Mechanic/Welder	17.61	18.58	20.38
General Mechanic	17.18	18.13	19.91
Vegetation Management Technician	17.18	18.13	19.91
Highway Maintenance Worker 4	17.18	18.13	19.91
Highway Maintenance Worker 3	16.43	17.34	19.10
Highway Maintenance Worker 2	15.92	16.77	18.43
Mason	16.79	17.73	19.51
Mechanic Helper	15.92	16.77	18.43
Highway Maintenance Worker 1	15.05	15.93	17.48
Tax Map Document Verifier	15.05	15.93	17.48
Vehicle Weight Enforcement Worker	15.05	15.93	17.48

Employee(s) to receive an additional fifty cents ($.50) per hour when welding.

An employee who is required to perform certified welding shall be paid the Mechanic/Welder hourly rate of pay.