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Agreement Between

The Coshocton County Engineer

And

Ohio Council 8 and Local 343

Both of

The American Federation of State, County

and Municipal Employees, AFL-CIO

Effective July 25, 2013

Expires August 31, 2015

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ARTICLE 1
PREAMBLE

This Agreement is made and entered into by and between Ohio Council 8 and Local 343 both of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union), and the Coshocton County Engineer, (hereinafter referred to as the Employer).

The purpose of this Agreement is to provide the establishment of all wages, hours and other terms and conditions of employment and to promote improved work performances and the highest degree of efficiency, responsibility, and economy in the accomplishment of the duties, responsibilities and functions of the Department.

The parties also agree that this Agreement is intended to comply with the provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 2
RECOGNITION

SECTION 2.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment in the appropriate bargaining unit as defined herein.

SECTION 2.2

The bargaining unit consists of all employees employed in the following classifications:

Highway Maintenance Worker
Mechanic
Head Mechanic

SECTION 2.3

Excluded from the bargaining unit are all confidential employees, management-level employees, professional employees and supervisors as defined in 4117 O.R.C. including:

County Engineer
Deputy County Engineer
Accounting Supervisor
Account Clerk 1
Construction Supervisor
Manager of Operations
Superintendent

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 3.1

Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Coshocton County Engineer's Office in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

A. To manage and direct its employees including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;

B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

D. To determine the office's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;

E. To determine the size, composition, and duties of the work force, the number of shifts required to establish work schedules, to establish hours of work, to establish, modify, consolidate or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required and areas worked;

F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the office;

G. To determine when a job vacancy exists, and the standards of quality and performance to be maintained;

H. To determine the necessity to schedule overtime and the amount required thereof;

I. To maintain the security of records and other pertinent information;

J. To determine the overall budget;

K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and

L. To determine and implement necessary actions in emergency situations.

SECTION 3.2

The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the function of the Employer.

ARTICLE 4
NON-DISCRIMINATION

SECTION 4.1

The Employer and Union recognize their responsibilities under Federal and State laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, the Employer and the Union shall not discriminate, coerce, or harass any employee on the basis of race, color, creed, national origin, age, sex, disability or political affiliation.

SECTION 4.2

The Employer and the Union recognize the right of all employees and all applicants for employment to be free to join or not to join the Union and participate in or not participate in lawful concerted union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal against any employee or any applicant for employment because of **U**nion membership or non-membership or because of any lawful activity on behalf of the Union.

SECTION 4.3

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

SECTION 4.4

The Union and the Employer shall comply with their obligations under the Americans with Disabilities Act. If authorized by the employee, the Employer will notify the Union when it receives a request from an employee for a reasonable accommodation. During any discussion of an accommodation to an employee's disability under the ADA, the employee shall have a right to have Union representation, if he or she chooses. Any medical information discussed during the process shall be held in the strictest of confidence between the parties. If the employee does not want Union representation, and upon approval of the employee, the Employer shall notify the Union as to the accommodations made, if any, to that employee's known disability. No accommodation will be made that violates an express provision of this contract unless the Union and Engineer mutually agree.

ARTICLE 5
CORRECTIVE ACTION

SECTION 5.1

No employee shall be disciplined except for just cause.

SECTION 5.2

Except in instances where an employee is found guilty of gross misconduct, discipline shall be applied in a corrective and progressive manner. Discipline shall only consist of verbal warnings, written warnings, suspensions, and ultimately discharge.

SECTION 5.3

When disciplinary action is taken against any employee, the employee and Union shall be provided with written notice of the offense and disciplinary action taken. Any discipline against an employee shall generally be initiated within thirty (30) work days after the Employer has knowledge of the incident necessitating the discipline. In situations where an employee is to be disciplined for misconduct occurring over a period of time (e.g., sick leave abuse, refusal of overtime) discipline shall generally be initiated within thirty (30) work days of the latest event. Where the Engineer needs additional time to investigate a matter beyond the thirty (30) work days, it shall notify the Union.

SECTION 5.4

A. Prior to any suspension or discharge, the Employer shall schedule a hearing with the employee and the Union representative, if desired by the employee, and provide appropriate notice of such hearing.

B. The Employer and employee, or his representative, shall present witnesses, testimony or documents relevant to the charge.

C. Within ten (10) workdays of the hearing, the Employer shall prepare a written report concluding whether or not the charge was substantiated. The report shall be sent to the Union and the employee.

D. An employee may waive his right to a hearing without prejudice.

E. An employee may appeal the decision of the Employer by filing a grievance at Step 3 of the grievance procedure.

F. No employee, witness, or Union representative shall lose pay for attendance at the hearing.

G. Employees in an unpaid status must pay the entire health insurance premium on a pro-rata basis in accordance with County policy and applicable law.

SECTION 5.5

At the conclusion of twenty-four (24) months from the date that discipline was issued, the record(s) of this discipline shall not be used for any grievance, disciplinary or arbitration proceeding against that employee provided that there have been no intervening disciplinary actions taken during the same time period.

SECTION 5.6

All disciplinary actions against an employee shall be carried out in private and in a business like manner.

SECTION 5.7

An employee may inspect their personnel file at any time, and may be provided with copies of all documents in the file, except those documents excluded by Federal or State law.

The employees may compile, date and insert in the file a list of documents found therein.

ARTICLE 6
GRIEVANCE PROCEDURE

SECTION 6.1

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employee and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure for resolving grievances.

SECTION 6.2

The term "grievance" shall mean an allegation by **a** bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 6.3

Any grievance which is not processed within the time limits provided shall be considered resolved based upon the Employer's last answer. If the Employer fails to timely answer the grievance, the Union may proceed to the next step.

SECTION 6.4

Step 1. Immediate Supervisor

Unless provided elsewhere herein, a grievance shall be discussed with the supervisor within five (5) workdays of the occurrence that gave rise to the grievance or within five (5) workdays of the

employee's knowledge of the occurrence that gave rise to the grievance.

The supervisor shall respond verbally within five (5) work days following the date on which the supervisor was presented the grievance.

Step 2. Superintendent:

If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and submitted to the Superintendent within five (5) workdays following the Step 1 answer. The Superintendent shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the grievant and Union Representative and respond to the grievance in writing.

Step 3. County Engineer

If the grievance is not resolved at Step 2, the grievance may be submitted to the Engineer or in his absence, his designee, within five (5) workdays after receiving the response from Step 2. A copy of such grievance shall also be submitted to the Staff Representative by the Local Union.

If either party deems that a meeting to discuss the grievance is necessary, it shall contact the other party within five (5) workdays to arrange such a meeting. Within ten (10) workdays of the grievance hearing or after this five (5) workday period has passed, a written decision shall be rendered by the Engineer. The grievant and the Union shall receive the response by certified mail or hand delivery, in which case the grievant shall be required to sign an acknowledgement of receipt of the Step 3 response.

Step 4. Mediation

Prior to proceeding to Step 5 Arbitration, the Union and Employer may mutually agree to submit the dispute to grievance mediation pursuant to the terms and conditions enumerated in this Article. The Union shall request a list of seven (7) Mediators from the FMCS within fourteen (14) calendar days of the parties' agreement to submit the grievance to Mediation. The parties shall use the alternative strike method in selecting a Mediator. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. Any agreement reached by the parties shall be reduced to writing.

The time for the Union to request a list of arbitrators form the FMCS, pursuant to Step 5, shall be tolled until after the mediation is complete. In the event that a mediated grievance proceeds to

arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held. The fees and expenses to be charged by a mediator shall be negotiated between the mediator and the parties. The parties shall share fees and expenses for grievance mediation equally.

Step 5. 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, with the approval of the Union, request that it be heard before an arbitrator. The Union must make written application to the Employer for arbitration and shall make a request from the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators within thirty (30) calendar days of the step three response. 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 the list of seven (7) arbitrators, the parties shall select an arbitrator as soon as possible from the date the list was received. The parties shall use the alternative strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Services. One party shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the scheduled date of hearing.

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 add to or subtract from or modify the language therein in arriving at his

determination on the 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. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to a date not more than five (5) working days prior to the date the grievance was first presented to the Employer at the appropriate step 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.

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be shared by both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Up to three (3) employee witnesses may participate in the hearing without loss of pay if their presence is necessary and pertinent. Additional employee witnesses may be called and participate in the hearing without loss of pay if: a) their participation is requested by the Employer or, b) their testimony is necessary and pertinent. Employee witnesses shall be called to the hearings in such fashion as to minimize the amount of time required away from their normal job duties.

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

SECTION 6.5

The employee may have his Union Representative present at each step of the grievance procedure. If an employee does not desire representation by the Union, the **U**nion Representative may be present at any meeting at which the grievance is discussed. No organization or person, other than the representatives designated by the Union, may represent the employee in the grievance procedure or be present during any step of the grievance procedure.

SECTION 6.6

Grievances that affect more than one (1) employee may be filed as a Group or Policy Grievance. Group grievances shall be filed at Step 2 of the grievance procedure.

SECTION 6.7

All grievances must contain the following information in order to be answered:

1. Grieved employee's name and signature;
2. Grieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date grievance occurred;
6. The location, if applicable, where the grievance occurred;
7. A description of the incidence giving rise to the grievance;
8. Articles and sections of the agreement violated;
9. Desired remedy to resolve the grievance.

SECTION 6.8

Any grievance that originates from a level above the first step of the grievance procedure may be submitted to the step from which it originates.

SECTION 6.9

For the purpose of this Article, workdays shall be defined as Monday through Friday, excluding holidays and any other day the Engineer's Office is closed. The time limits under this Article shall be extended for good cause and/or mutual agreement of the parties. In the event of vacation or sick leave of either party, the time limits shall automatically be extended for up to five (5) workdays.

SECTION 6.10

Copies of all grievance answers from the Engineer or his designee (Step 3 response) shall be sent to the Union President and the Union staff representative.

SECTION 6.11

A grievance may be withdrawn or settled by the Union at any time or step of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

ARTICLE 7
NO STRIKE/NO LOCK OUT

SECTION 7.1

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

The Union agrees that it will not instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of the operations or services of the Employer or its members. When the Employer notifies the Union representative that any of its members are engaged in any such strike activity, as outlined above, the Union representative shall immediately, conspicuously post notice over the signature of the authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union representative as provided herein, or who continues to participate, or promote such strike activities as previously outlined, may be disciplined up to and including discharge.

SECTION 7.2

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees.

ARTICLE 8
SENIORITY

SECTION 8.1

"Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A separation from employment lasting more than thirty (30) days shall constitute a break in continuous service.

SECTION 8.2

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. Unless otherwise required by law, time spent on an unpaid leave or suspension shall not be included for purposes of computing seniority. Upon return from leave, the employee will be credited with the seniority that he accumulated at the time of the leave.

SECTION 8.3

Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

ARTICLE 9
HOURS OF WORK/OVERTIME

SECTION 9.1

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. The workweek shall be computed between 12:01 a.m. on Saturday of each calendar week and at 12:00 o'clock midnight the following Friday.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, for a total of forty (40) hours per week.

The normal workday shall consist of eight (8) consecutive hours from 7:30 a.m. to 4:00 p.m.

The Employer may change an employee's starting time and quitting time for legitimate reason. Subject to the operational needs, the Employer will provide ten (10) days advance notice of such change. Changes shall not be made to avoid the payment of overtime.

The parties agree that in the event the Employer hires other than full-time permanent employees, the normal work day and work week provisions contained in this Article shall not be construed in any way as a guarantee of hours for such employees.

For purposes of this Article, a full-time employee shall be defined as an employee who normally works forty (40) hours in a calendar week. A permanent employee shall be defined as an employee who is hired to work throughout the entire year.

SECTION 9.2

The workday shall include a one-half (1/2) hour lunch without pay. The lunch period shall be taken in the middle of the shift. Employees are entitled to reasonable breaks during the workday based on the workload and needs of the Employer.

SECTION 9.3

When an employee is required by the Employer to actually work more than forty (40) hours in a calendar week, he shall be paid overtime pay for all time worked in excess of the forty (40) hours. Time spent on vacation leave, sick leave, personal leave, compensatory time or holidays shall count for purposes of computing overtime. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Overtime may only be worked upon express authorization of the supervisor on duty.

SECTION 9.4

Bargaining unit employees may request compensatory time in lieu of overtime pay. Such compensatory time shall be earned at 1 ½ times the hours of overtime worked.

Employees who desire compensatory time in lieu of paid overtime must submit this request by the end of the pay period in which overtime was worked. Bargaining unit employees may accrue up to one hundred twenty (120) hours of compensatory time. Earned but unused compensatory time shall be paid at the time of separation.

Employees shall submit a written request to use compensatory time no less than twenty four (24) hours in advance of the requested time off. All compensatory time off is subject to the Employer's approval, and operational needs. Compensatory time is also to be considered as time worked in the same manner as sick and vacation leave for the purpose of computation of overtime.

SECTION 9.5

Overtime opportunities shall be rotated, beginning with the most senior qualified employee, and equalized by classification as near as practicable (approximately within 16 hours). An overtime list showing the name and classification of each employee, in order of seniority shall be posted in a prominent location.

All employees are subject to overtime when necessary. The Engineer shall not be required to call an employee who repeatedly is not available for overtime assignments.

The number of overtime hours worked, offered to each employee, or where no contact was made shall be recorded next to each employee's name on the list. Such overtime hours shall revert to zero for all bargaining unit employees at the end of the pay period which includes July 1 of each year.

The Engineer reserves the right to require all employees in the bargaining unit to work overtime. In the event an error is made in the equalization of overtime, the Engineer shall correct such error by providing the employee the first opportunity to work overtime for which he is qualified.

Whenever an employee is needed for overtime to assist the Mechanic, such overtime opportunities shall be rotated among employees on the call-out list.

Employees on vacation or sick leave will not be called for overtime unless the employee declares himself / herself available.

SECTION 9.6

An employee called back to work at a time not contiguous with his shift such that additional travel is necessitated shall be guaranteed a minimum of three (3) hours pay or work at the appropriate rate.

ARTICLE 10
BARGAINING UNIT WORK

Work that is customarily performed by employees in the bargaining unit shall not be performed by supervisors or other non-bargaining unit employees except under the following or like conditions:

A. In the event of any emergency;
B. Work necessary to restore and/or maintain normal daily operations when qualified bargaining unit members are not available;
C. During periods of instruction or training or demonstrating proper methods or procedures.

ARTICLE 11
VACANCY AND PROMOTIONS

SECTION 11.1

When a vacancy exists and the Employer determines to fill the vacancy, such vacancy shall be posted on the bulletin boards for five (5) workdays. The day of the posting shall be considered the first day provided the notice of vacancy is posted at least four (4) hours prior to the end of the employees' workday. A copy of the notice shall be sent to the local Union President. Notices of posting shall include the following information:

A. Job title
B. Hours of work
C. Work location
D. Qualifications
E. Name of immediate supervisor
F. Job description
G. Rate of pay and pay grade
H. Date of posting

During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date nor applicants who do not meet the minimum qualifications for the job.

For employees who may be on vacation, sick leave or other authorized leave of absence, and during such absences a vacancy is posted, the Engineer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Engineer before leaving on such authorized absences.

SECTION 11.2

The Employer will make a good faith effort to promote senior employees. The vacancy shall be awarded to the senior qualified bidder unless the lesser senior employee has superior qualifications (e.g. skill, ability, training, etc.)

SECTION 11.3

All employees who bid on the position shall be notified in writing of the name of the employee selected. Upon request of an employee, the Employer shall furnish a written statement outlining the reason or reasons the employee was not selected.

SECTION 11.4

Once an employee is selected, the Union shall be provided with a list of persons bidding on the position and the name of the employee selected for the position.

SECTION 11.5

An employee awarded a promotion shall earn the higher rate of pay of the new job upon his/her first day of assignment in the new position.

SECTION 11.6

If no employee bids on the job, or no employee meets the qualifications established by the Employer, the Employer may hire from among outside applicants from an eligible list, if one exists, and if one does not exist, from among any other qualified outside applicants.

ARTICLE 12
TEMPORARY ASSIGNMENT AND PAY

SECTION 12.1

The Employer may temporarily assign employees to other classifications within the office in instances of absenteeism, replacement for long or short term leaves of absence, vacations or short term need for additional manpower.

Employees assigned to a higher classification in or out of the unit, will receive the rate of pay for such higher classification for all hours worked in that classification provided an employee works two (2) consecutive days or more in the classification.

Those assigned a lower classification will receive no less than their normal rate for all hours assigned.

The Employer shall not rotate or make successive daily assignments to avoid payment of the higher rate of pay.

ARTICLE 13
LAYOFF/RECALL PROCEDURE

SECTION 13.1

The Employer may layoff employees and/or abolish jobs due to lack of work, lack of funds or reasons of economy or efficiency.

In the event of a layoff or job abolishment, the Employer shall notify the Union at least fourteen (14) days in advance. Upon request of the Union, the Employer shall meet and discuss the layoff.

SECTION 13.2

The Employer shall determine in which classifications layoffs or position abolishments will occur. Within each affected classification, bargaining unit employees will be laid off in the following order:

1. Temporary employees;
2. Part-time employees;
3. Newly hired fulltime permanent employees who have not completed probationary period;
4. Promoted fulltime permanent employees who have not completed the probationary period;
5. Non-probationary fulltime permanent employees.

Within each affected category, the least senior employee shall be laid off first.

The Employer further agrees that casual and seasonal employees, if any, in the affected classification shall be laid off before bargaining unit employees in the same classification.

SECTION 13.3

An employee designated for layoff or whose job is abolished may displace the lesser senior employee in a lower classification in the same classification series.

An employee with greater seniority may displace the lesser senior employee in any classification outside the classification affected in the same pay rate or lower pay rate provided the employee can perform the work within sixty (60) workday trial period.

SECTION 13.4

Any employee who has been displaced may then displace another employee in accordance with the procedure outlined herein.

SECTION 13.5

An employee shall receive written notice of layoff at least fourteen (14) days prior to the layoff.

SECTION 13.6

An employee may elect to be laid off, rather than displace another employee, and such election shall be considered proper and the Employer shall not challenge an employee's claim for unemployment compensation.

SECTION 13.7

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. The Employer shall supply to the Union the names of employees on layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they remain qualified to perform the work in the job classification to which they are recalled without further training.

SECTION 13.8

Notice of recall from layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing addressed provided by the employee.

SECTION 13.9

The recalled employee shall have five (5) calendar days following the date of receipt of the mailed recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

SECTION 13.10

The Employer agrees not to hire or promote into a bargaining unit classification in which there are employees from such classification on layoff status and still entitled to recall rights in accordance with this Article.

ARTICLE 14
PROBATION PERIOD

SECTION 14.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. The parties, however, may mutually agree to extend such probationary period for an additional thirty (30) days.

SECTION 14.2

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly

promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

SECTION 14.3

Time limits indicated above may be extended by mutual agreement on a case-by-case basis in instances such as where an employee may be off for an extended amount of time during his probationary period. Any extensions agreed to must be in writing and signed by all parties to the contract.

ARTICLE 15
CHECK OFF

SECTION 15.1

The Employer agrees to deduct union membership dues, initiation fees, and assessments as designated or certified by the Union on the basis of individually signed voluntary check-off authorization cards. Such deductions shall be deducted bi-weekly. Deductions shall commence in the pay period following the pay period in which the Employer receives such authorization cards, or in which said cards become effective, whichever is later.

SECTION 15.2

The Employer agrees to forward to the Treasurer, Care of Controller, AFSCME, at the address designated by the Union, a warrant in the amount of the deduction with a listing of employees from whom deductions have been made. It is to be transmitted to the Controller with a copy to the Union no later than the tenth (10th) day following the payroll in which the deductions were made.

SECTION 15.3

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fee. 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 15.4

The Employer shall be relieved from making such individual "check off" deductions upon an employee's:

A. Termination of employment;
B. Transfer to a job outside the bargaining unit;
C. Layoff from work;

D. On unpaid leave of absence;

E. Revocation of the check off authorization in accordance with the terms of the most recent authorization signed by the employee and submitted to the Employer;

SECTION 15.5

The Employer shall not be obligated to make dues deductions from any employee who during any pay period fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

SECTION 15.6

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 to the Employer in writing within thirty (30) 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 would normally be made by deducting the proper amount.

SECTION 15.7

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notification must be given the payroll clerk prior to making any change in dues deduction.

SECTION 15.8

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement and any extension thereof.

SECTION 15.9 - FAIR SHARE FEE

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

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

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deductions.

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

ARTICLE 16
BULLETIN BOARDS

SECTION 16.1

The Employer agrees to provide bulletin boards in agreed upon areas of each facility for use by the Union.

SECTION 16.2

Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;
B. Notice of Union meetings;
C. Union appointments;
D. Notice of Union elections;
E. Results of Union elections;
F. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union, including local Union newsletters.

SECTION 16.3

All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

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

ARTICLE 17
UNION REPRESENTATION

SECTION 17.1

The Employer agrees to admit not more than two (2) Staff Representatives to the employer's facilities during the Employer's normal office business hours, Monday through Friday.

The Staff Representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances, attending meetings and insuring compliance with this Agreement.

Normally, the Staff Representative(s) will provide twenty-four (24) hours advance notice to the Employer of such visits. However, the parties recognize that circumstances

sometime exist which makes such notification impossible, and the Employer agrees to waive the twenty-four (24) hour advance notice requirement upon the Union's reasonable demonstration of such circumstances.

Upon arrival, the Staff Representative(s) shall identify himself to the Employer.

SECTION 17.2

The Employer shall recognize two (2) employees from the bargaining unit to act as Union representatives, and one (1) employee to act as alternate representative in the absence of either principal representative for the purpose of conducting appropriate Union business as permitted by this agreement.

SECTION 17.3

For purpose of this Article, appropriate Union business is defined as:

A. Processing of grievances;
B. Representation of a member of the bargaining unit at a disciplinary conference where such representation is requested by such bargaining unit member;
C. Attendance at meetings between the Union and the Employer where such attendance is requested by either party in accordance with the provisions contained in this Agreement.

SECTION 17.4

The Union shall provide to the Employer an official roster of its officers and local union representatives, which is to be kept current at all times and shall include the name and Union office held. No employee shall be recognized by the Employer as a **U**nion representative until the Union has presented the employer with written notification of that person's selection.

SECTION 17.5

The investigation and writing of grievances shall be on non-duty time, unless the Employer agrees otherwise due to special circumstances on a case by case basis. The actual processing of grievances however, beginning with the formal presentation of the grievance to the Employer at the appropriate step of the grievance procedure, may be on duty time without loss of pay to such Union representative.

SECTION 17.6

Rules governing the activity of the Union representative and alternate are as follows:

A. The Union representative or alternate must obtain in advance, authorization of his/her immediate supervisor before beginning Union activities; authorization shall not be unreasonably withheld.

B. The Union representative or alternate shall identify the reason for the request at the time union activity time is requested.

C. The Union representative or alternate shall not conduct Union activities in any work areas without notifying the supervisor of the nature of the union activity.

D. Violation of these rules may be cause for disciplinary action.

ARTICLE 18
UNION LEAVE

The bargaining unit shall be entitled to an aggregate three (3) days paid Union leave each year to attend conventions, seminars and conferences sponsored by the Union. The employee(s) selected to attend such conventions, seminars, or conferences shall notify the Employer in writing five (5) days prior to using such leave.

ARTICLE 19
HEALTH AND SAFETY

SECTION 19.1

The Employer agrees to provide proper safety equipment for the employees on all jobs and agrees to comply with safe working practices, including resolving unsafe working conditions that are brought to the attention of the Employer.

It is understood that alleged safety violations by the Employer may be grieved by the Union. Employees shall comply with all safety methods, practices, policies and rules established by the Engineer and not contrary to State and/or Federal law. Failure to comply with such safety methods, practices, policies and rules shall subject the employee to appropriate disciplinary action.

SECTION 19.2

Employees shall be required to wear protective steel toed work boots. The Employer shall pay for the replacement of such boots through a voucher system up to $125.00 per year. Employees will have the option to carry over one (1) year's allowance for the purchase of one pair of boots the following year.

SECTION 19.3

Employees who wear prescription eyeglasses in classifications which require that safety glasses be worn, shall wear either approved safety glasses which cover the employee's prescription glasses or provide their own prescription safety glasses that meet safety requirements.

ARTICLE 20
JOB DESCRIPTIONS AND ASSIGNMENTS

Each employee shall be provided with a copy of his job description. Such description shall accurately list the job duties of the position, and shall be deemed to include automatically all duties which are functionally related to the duties set forth in the job description itself. Employees may be assigned and shall be expected to perform all duties consistent with their classification that they are qualified to perform.

As a general rule though, job assignments will be made to the employees who are most qualified to handle them. Factors that will be considered include the nature of the job, the employee's ability to perform, and the seniority of the employee. Efforts will be made, however, to develop the skills and abilities of other members of the workforce.

ARTICLE 21
TOOLS AND EQUIPMENT

The Employer shall provide all necessary tools and equipment to the employees for the proper operation of their jobs. Employees are responsible for properly using tools and equipment provided by the Employer.

ARTICLE 22
EXPENSE REIMBURSEMENT

Employees shall be entitled to reimbursement for lodging, transportation and meals in accordance with County policy.

ARTICLE 23
VACATION

SECTION 23.1

Fulltime employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

Length of Service	Vacation
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 22 years	160 hours
22 years or more	200 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual vacation entitled to:	Credit per pay period:
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Employees shall proceed to the next level in the first full pay period after reaching their anniversary date.

SECTION 23.2

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

SECTION 23.3

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

SECTION 23.4

Vacation shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the workload requirements of the Employer. Adjustments to the schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. The Employer shall have the right to deny vacation if workload requirements so mandate. Employees are expected to provide as much advance notice of vacation leave requests as possible.

SECTION 23.5

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

SECTION 23.6

An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in the Article.

SECTION 23.7

In the case of death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse or to the estate of such employee.

SECTION 23.8

Vacation leave shall be taken by an employee within three (3) years from the pay period in which it was accrued. Employees shall forfeit their right to take or to be paid

for any vacation leave to their credit which is in excess of the stated accrual. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 23.9

After an employee has accumulated at least 120 hours vacation balance, they shall have the opportunity to cash out up to 80 hours of vacation credit in eight hour increments on an annual basis. The employee will, however, be required to maintain a balance of 120 hours after the cash out.

The employee will notify the Engineer by November 1 of each year should they wish to exercise this option. Payment will be included with the pay period that contains December 1.

ARTICLE 24
HOLIDAYS

SECTION 24.1

All employees shall receive time off with full pay for the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day
	Personal Day

SECTION 24.2

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 24.3

Fulltime bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

SECTION 24.4

Employees who work on a holiday shall be compensated at time and one-half (1 ½) their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their automatic holiday pay, provided an employee is in active pay status for forty (40) hours in the week.

SECTION 24.5

If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

SECTION 24.6

An employee on unpaid leave of absence shall not receive payment for a holiday.

SECTION 24.7

In order to qualify for the holiday pay, an employee must work the day before and after the holiday unless the employee is on a pre-scheduled vacation or on sick leave which has been documented with a physician's statement.

SECTION 24.8

Employees who actually work on Thanksgiving Day, December 25th, or January 1st shall be compensated at double times (2x) their normal hourly rate of pay for all hours worked on that day, in addition to receiving their automatic holiday pay. This compensation shall be in lieu of the aforementioned time and one-half (1 ½) their normal hourly rate of pay for all hours worked on holidays stated in Section 4.

SECTION 24.9

A Personal day may be scheduled in accordance with operational needs of the Employer, upon advance notification to the employee's supervisor. The Personal day may be scheduled off in conjunction with days off, vacation, holidays or other times off as provided under this Agreement.

ARTICLE 25
SICK LEAVE

SECTION 25.1

Sick leave credit shall be earned at the rate of four and six-tenth (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

SECTION 25.2

An employee who has prior service with the State of Ohio or any political subdivision thereof, shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous Employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit as provided by this section upon his re-employment with the Employer provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

SECTION 25.3

If illness or disability continues beyond the time covered by earned sick leave, the employee may be placed on a disability leave in accordance with the appropriate sections of this Agreement.

SECTION 25.4

Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 25.5

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

A. Illness or injury of an employee or a member of the employee's immediate family if the presence of the employee is necessary to care for the immediate family member;
B. Medical, dental or optical examination or treatment of an employee, or a member of the employee's immediate family which requires the presence of the employee;
C. A member of the immediate family is afflicted with a contagious disease and, due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and
D. Pregnancy and/or childbirth and other conditions related hereto.

SECTION 25.6

The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 25.7

Where it is not possible for an employee to call-off when an employee is unable to work, the employee, a member of his immediate family, or other person deemed acceptable by the Employer shall notify the supervisor or other designated person prior to the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

SECTION 25.8

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

SECTION 25.9

If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement shall be required for absence of more than three (3) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

SECTION 25.10

The Employer may require that the employee submit to an examination by a licensed physician or psychologist. The Employer shall choose the examiner. If the result of such examination is disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his own examination by the doctor of his choosing. If the two diagnoses are in conflict, there shall be a third examination by a practitioner selected jointly by the Employer's doctor and the employee's doctor. The Employer and employee shall divide the costs associated with the third doctor's evaluation.

SECTION 25.11

A. For purposes of this section**,** an occurrence of absence is any day, consecutive days (one occurrence) or part of a day that an employee is not at work other than a personal day, holiday, vacation, jury duty, court appearance (if subpoenaed) approved leave of absence, injury leave, doctor's appointment, or bereavement leave, union time or hospitalization.

B. 1. Absence of one (1) day or less will not be charged as an occurrence providing the employee supplied medical documentation to support the absence.

2. Emergency Room treatment for any medical emergency will not be charged as an occurrence.

3. An occurrence will not be charged for days off due to an illness or injury to the employee (verified by a physician's statement) or for days off due to a serious illness or injury to the employee's immediate family, provided that the employee submit physician's verification that the illness required a doctor's care and that the employee's presence was reasonably necessary.

C. An employee that has undocumented occurrences in a twelve-month calendar year (January 1 - December 31) minus the aforementioned exceptions, shall be disciplined according to the following schedule:

No. of Occurrences	Corrective Action
5th	Verbal Warning
6th	Written Reprimand
7th	1 Day Suspension
8th	3 Day Suspension
9th	10 Day Suspension
10th	30 Day Suspension
11th	Termination

D. On January 1st of each year, an employee's accumulation of occurrences shall revert back to zero.

E. All discipline from the fifth (5th) occurrence and beyond will require that the Union be notified of the discipline.

F. An employee may be required to provide a physician's statement to justify any use of sick leave at the point where the Employer can show that the employee has demonstrated a pattern of use.

SECTION 25.12

Any employee that has perfect attendance in a calendar year shall receive one (1) paid Personal day off to be scheduled at the discretion of the employee with approval of the Engineer. Such personal day shall be taken within the next twelve (12) months. Similarly, employees who complete two (2) consecutive calendar years with perfect attendance shall receive two (2) Personal days to be taken within the next twelve (12) months. Employees will continue to earn an additional personal day for each consecutive year of perfect attendance, that is, three (3) personal days for three (3) consecutive years; four (4) for four (4) years; and five (5) for five (5) years. Six (6) or more consecutive years will be capped at five (5) personal days.

SECTION 25.13

Employees must report to work prior to or return to work after a medical/dental appointment if physically able to work. Employees shall attempt to schedule such appointments at the start or the end of the work day. Employees shall notify the Employer in advance of any scheduled medical/dental appointment including the time of such appointment. Employees who notify the Employer in advance of a scheduled medical/dental appointment and use sick leave for the time of the appointment and reasonable travel time, shall not have such time counted against them for purposes of qualifying for the attendance incentive above.

ARTICLE 26
CONVERSION OF UNUSED SICK LEAVE

Employees who are both eligible for and who elect to take their public employee retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with Coshocton County, a cash payment in the amount of one (1) hour's pay for each three (3) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed four hundred (400) hours of pay calculated at one-third (1/3) of one thousand two hundred (1200) hours of sick leave accrued but unused.

Employees who have a balance in excess of one thousand two hundred (1,200) hours of sick leave may elect to cash in a portion of their sick leave that exceeds 1,200 hours on an annual basis. Employees who elect to cash in sick leave shall receive one (1) hour of pay for two (2) hours of sick leave they elect to cash in. Employees may cash in up to eighty (80) hours of sick leave each year. Employees desiring to cash in sick leave must notify the Employer, in writing, no later than November 15th of each year.

ARTICLE 27
BEREAVEMENT LEAVE

Up to three (3) days paid leave may be granted to the employee in the event of the death of any of the following immediate family members: spouse, child (including stepchild) person for whom the employee is in loco parentis (in the place of a parent) to the employee, sibling, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild. Bereavement leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer.

In addition, an employee may be permitted paid time off to attend the funeral (including reasonable travel time) of an aunt, uncle, sibling-in-law, or co-worker. Documentation of attendance at such funeral may be required.

ARTICLE 28
COURT LEAVE

SECTION 28.1

If an employee is called for court jury duty or subpoenaed to testify in a court of law during any portion of the employee's regular scheduled working day, that employee shall be entitled to receive his regular pay.

SECTION 28.2

The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his or her scheduled workday.

SECTION 28.3

An employee must notify the Employer upon receipt of the subpoena to testify.

SECTION 28.4

An employee shall not be eligible for court leave pay under Section 1 for court appearances related to the employee's personal criminal or civil case.

ARTICLE 29
MILITARY LEAVE

Military leave shall be granted in accordance with the Ohio Revised Code. Employees must submit a copy of their military orders as soon as possible upon receipt.

ARTICLE 30
LEAVES WITHOUT PAY

SECTION 30.1

Employees may be granted the following types of unpaid leaves of absences:

A. **Disability Leave and Disability Separation:**
An employee who is unable to perform the essential functions of his job may be placed on an unpaid disability leave once he exhausts all of his paid leave. The Employer may require an employee to be examined by a physician of its own choosing to determine the employee's fitness for duty in accordance with Article 25. The Employer shall pay for this exam. An employee who is not fit for duty shall be placed on an unpaid disability separation.

An employee may request an unpaid disability separation upon presentation of satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition. The Employer may require the employee to be examined by a physician or

psychologist of its own choosing upon presentation of a request for an unpaid disability leave of absence by an employee.

An employee has the right to be reinstated within three (3) years of the date he is placed on disability separation**,** provided that he is fit for duty. The Employer may require the employee to undergo a medical or psychological examination prior to reinstatement. Upon the employee's return from disability separation, he shall be returned to the same or similar position with the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 14, "Layoff and Recall Procedure".

B. **Sick Leave Credit and Vacation Credit During Leave:**
An employee on leave of absence without pay does not earn sick leave or vacation credit.

C. **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.

SECTION 30.2

Employees shall be responsible for paying the full cost of their County Health Insurance during any leave of absence without pay except if such leave is covered under the Family and Medical Leave Act. In such cases, the Employer will continue to pay its share of premiums for the duration of such Family and Medical Leave provided the employee makes timely payment of his share of the premiums and complies with any other requirements pertaining to continuation of health insurance under the Act.

Unpaid leaves of absence under this article, as well as certain paid leaves, may be designated by the Employer as a Family and Medical Leave provided the reason qualifies under the FMLA. Family and Medical Leaves may be concurrent with other paid and unpaid leaves under this Agreement.

ARTICLE 31
HEALTH INSURANCE

For the duration of this Agreement, the Employer shall provide health insurance coverage at the same level of benefits as set forth in the plan established by the Coshocton County Board of Commissioners. Nothing in this section shall be construed as limiting the Employer's right to determine the provider, or to solicit and implement cost containment features.

Effective with the pay period beginning on April 20, 2013, employees shall pay the same premium contribution as paid by non-bargaining unit employees of the Engineer's Office. The monthly premium contribution paid by Employees shall not exceed fifteen (15%) per cent of the total monthly premium under the selected health insurance plan.

Employees who are eligible for family health insurance and decide to waive coverage shall be eligible to receive a yearly payment of four thousand ($4,000.00) dollars at the conclusion of the term year. Employees who are eligible for family coverage and select a reduced single coverage shall receive one thousand six hundred dollars ($1,600.00) in lieu of family coverage. In each case, the employee must prove medical coverage exists for the family from another source and the employee must not have been on the County's plan during the plan year. There will be no payments to employees who are only eligible for single coverage. The payment will take place in December of the next term.

ARTICLE 32
OHIO AFSCME CARE PLAN

The Employer agrees to contribute to the Ohio Council 8, AFSCME Health Care Plan for the purpose of providing Dental Plan 2 and Life Insurance benefits to eligible bargaining unit employees in accordance with the rules and regulations of the Plan and all applicable Federal and State laws. Contributions shall be made as soon as reasonably possible after the Employer receives the monthly invoice from the Union. Contributions shall be made at the rate of $33.50 per month for each bargaining unit employee enrolled in the Plan.

ARTICLE 33
PERS

As additional compensation, the Coshocton County Engineer hereby agrees that effective September 1, 1999, it will pay the bargaining unit employee's share of the contribution to the Public Employee's Retirement System as if the employee were still contributing the employee's required contribution in that amount.

ARTICLE 34
WAGES

SECTION 34.1

The schedule of compensation for bargaining unit classifications shall be as follows and indicated in the wage schedule.

WAGE SCHEDULE

Effective **April 20, 2013**

Classification	
HMW	**$17.47**
Mechanic	**$17.47**
Head Mechanic	**$17.89**

Effective September 1, 2013 – 3% Increase

Classification	
HMW	**$17.99**
Mechanic	**$17.99**
Head Mechanic	**$18.43**

Effective September 1, 2014 – 2% Increase

Classification	
HMW	**$18.35**
Mechanic	**$18.35**
Head Mechanic	**$18.80**

In addition to the wage rates noted above, any HMW, Mechanic and Head Mechanic possessing a valid Class A CDL shall receive an additional $.25 per hour compensation.

Any new hire in the above classifications will be paid at 90% of the rate for employees during their probationary period.

SECTION 34.2

Employees shall normally receive their paychecks every other Friday. In the event of a holiday falling or being celebrated on a pay day, the County Auditor will make a reasonable effort to issue paychecks on the preceding Thursday. If the preceding Thursday is also recognized as a holiday, the Auditor will make a reasonable effort to issue paychecks on the preceding Wednesday. If unable to issue the paychecks on the preceding Thursday (or proceeding Wednesday if appropriate), the County Auditor will issue such checks on the following Monday.

ARTICLE 35
COMMERCIAL DRIVER'S LICENSE (CDL)

If an employee loses his CDL license and is retained by the Employer, he shall be paid 80% of his regular salary for up to six months. If the employee does not obtain the CDL license within six months, he shall be subject to termination. Any decision not to retain an employee shall be subject to Article 5.

ARTICLE 36
WAIVER IN CASE OF EMERGENCY

SECTION 36.1

In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the Coshocton County Commissioners, or the Federal or State Legislature, such as acts of God, time limits for Employer or the Union's replies on grievances and work rules and/or agreements and practices relating only to the assignment of employees shall be automatically suspended, and only during the declared emergency.

SECTION 36.2

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

SECTION 36.3

"Emergency" shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

ARTICLE 37
SEVERABILITY

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by the 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. In the event any provision herein is so rendered invalid, upon request of either party, the Employer and the Union will meet promptly for the purpose of negotiating a legal alternate provision.

ARTICLE 38
SUCCESSORS

This Agreement shall be binding upon both parties hereto, together with their respective successors and assignees.

ARTICLE 39
JOB RELATED INJURY LEAVE PAY

SECTION 39.1

A bargaining unit member who sustains a work related injury shall be entitled to injury leave in accordance with this Article. The employee shall be entitled to injury leave with full pay for a period not to exceed ninety (90) days. The employee shall be required to provide necessary medical documentation to support the need for such leave. The employee may be required to submit to a medical examination by a physician selected by the Employer.

Employees who cannot return to work within the ninety (90) day period may be entitled to additional leave in accordance with the workers compensation statutes. Nothing in this Article shall be construed to require the Employer to pay injury leave in excess of ninety (90) days.

SECTION 39.2

In the event a Workers' Compensation claim awarded is appealed by either the employee or the Employer to the designated hearing officer, the Regional Board, the Industrial Commission or the Court of Common Pleas in accordance with the Workers' Compensation Law and the Workers' Compensation claim is found to be compensable; then, any sick leave pay used during the time period shall be reinstated to the employee's sick leave account provided usage of sick leave was a result of the Workers' Compensation claim which was in the appeal process.

ARTICLE 40
AFSCME (P.E.O.P.L.E.) DEDUCTIONS

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card furnished to the Employer no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union. The Union will pay for any administrative cost incurred by the Employer in establishing the contribution program and processing the contributions.

ARTICLE 41
APPLICATION OF CIVIL SERVICE LAW

SECTION 41.1

The parties agree that no provisions of section 124.01 through section 124.56 of the Ohio Revised Code shall apply to bargaining unit employees. The Ohio Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction over bargaining unit employees.

ARTICLE 42
DURATION OF AGREEMENT

SECTION 42.1

This Agreement shall be effective July 25, 2013 and shall remain in full force and effect through August 31, 2015.

SECTION 42.2

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than one hundred twenty (120) calendar days prior to the expiration date of the Agreement. The parties shall schedule negotiations within three (3) calendar weeks upon receiving the Notice of Intent.

SECTION 42.3

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 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 knowingly, unmistakably, voluntarily, and unequivocally waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject matter not covered or referred to in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated this Agreement.

SECTION 42.4

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

SECTION 42.5

The provisions of this Agreement establish certain rights and benefits for the Union and employees which shall only be co-extensive with the terms of this Agreement, and such rights and benefits shall automatically terminate and cease upon the expiration of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 25th day of July, 2013.

FOR THE COSHOCTON COUNTY ENGINEER:

Frederick T. Wachtel, Engineer

FOR OHIO COUNCIL 8, AFSCME, AFL-CIO

FOR LOCAL 343, AFSCME, AFL-CIO

Coshocton/Eng/2012-2015FINALTAs