

THE HURON COUNTY ENGINEER

12-MED-10-1103

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K# 30803

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THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, LOCAL 3764, AFL-CIO

January 1st, 2013 through December 31, 2015

~~06-MED-10-1199~~

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PREAMBLE

This Agreement is entered into by the Huron County Engineer, hereinafter referred to as the Employer, and Ohio Council 8, Local 3764, of the American Federation of State, County and Municipal Employees Union, (AFSCME) AFL-CIO, hereinafter called the Union.

The purpose of this Agreement is to promote orderly and harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other conditions of employment set forth in this Agreement; and such ultimate objective will result in providing appropriate services for the citizens of the County.

ARTICLE 1
RECOGNITION

A. **SOLE & EXCLUSIVE REPRESENTATIVE**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of the establishing of rates of pay, benefits, hours, or terms and other conditions of employment as set forth in ORC 4117.08.

B. **BARGAINING UNIT EMPLOYEES DEFINED**

The bargaining unit shall consist of employees of the Huron County Engineer/Huron County Highway Department including;

- Working Foremen;
- Survey Technician II;
- Survey Technician I;
- Bridge Inspector;
- Sign Chief;
- Data Entry Clerks;
- Highway Worker III;
- Highway Worker II;
- Highway Worker I;
- Equipment Operator II;
- Equipment Operator I;
- Mechanic III;
- Mechanic II;
- Mechanic I;
- Maintenance Technician.

Individuals employed in said positions shall be hereinafter referred to as employee(s).

C. **EXCLUDED EMPLOYEES DEFINED**

The following employees are excluded from the bargaining unit: All management level employees, and supervisors as defined in the Act, including:

- Engineer;
- Administrative Secretary;
(one employee, confidential);
- Administrative Assistant;
- Operations Manager/Superintendent;
- Assistant Operations Manager/Assistant Superintendent;

Engineering Manager.

D. NEW POSITIONS/NEW JOBS

All disputes concerning the composition of the bargaining unit that cannot be resolved by the Parties shall be referred to the State Employment Relations Board.

ARTICLE 2
TABLE OF ORGANIZATION

The Employer agrees to provide the Union with copies of the Table of Organization of the Huron County Highway Department/Huron County Engineer Office, within ten (10) days of the commencement of this contract, and whenever changes are made thereafter.

ARTICLE 3
HEALTH AND SAFETY

- A. The Parties agree that safety must be a prime concern and is a shared responsibility. The Employer accepts its responsibility to provide a safe working environment, tools, equipment, and methods for its employees. The supervisors will attend to correcting unsafe working conditions and see that safety rules and safe working methods are followed by employees under their direction.
- B. The employees shall report any unsafe tools, equipment, and methods to the immediate supervisor upon detection or at the earliest opportunity. Employees shall maintain assigned tools, equipment, and work area in a safe and proper manner. Employees shall follow all safety rules and safe working methods of the Employer.
- C. The Labor-Management Meetings will be the forum to establish safety practices that protect the employees and the Employer.

ARTICLE 4
LABOR-MANAGEMENT MEETINGS

- A. In the interest of sound labor-management relations, the parties agree to meet once a month for the purpose of discussing those matters outlined. Such meetings shall be held during on-work hours except as otherwise mutually agreed.

The Labor-Management Meetings shall consist of three (3) Employer representatives, appointed by the County Engineer, and three (3) Union representatives, appointed by the Union President.

- B. The parties shall prepare and exchange written agendas of specific matters to be discussed. The agenda should be provided to the other party at least five (5) days in advance of the scheduled meeting. If neither party has a prepared agenda, the meeting shall be waived for that month. Discussion shall be limited to agenda items only, unless the parties mutually agree to discuss other matters. Written record of these meetings shall be the responsibility of each party.
- C. Appropriate topics for these meetings will include:
1. General information that either party considers important to share or of interest to the other;
 2. Provide Employer and Union representatives the opportunity to express views and/or make suggestions on subjects of interest to the parties;
 3. Discuss ways to improve work performance and efficiency;
 4. Consider and discuss health and safety matters;
 5. Subjects related to the administration of the Agreement.
- D. Labor-Management Meetings will not be used for negotiation sessions or a forum in which to alter the Agreement.

ARTICLE 5
EMPLOYEE ASSISTANCE PROGRAM

- A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.
- B. Participation in the assistance program shall be voluntary. Employees who test positive, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

- C. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employee can use unused sick leave or vacation leave.
- D. Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.
- E. The Employer shall provide one hundred percent (100%) payment for the first eight (8) visits, if required, by the employee. The employee will be responsible for one hundred percent (100%) of the cost of each visit exceeding eight (8).
- F. Action(s) issued hereto are grievable through other provision(s) of the Contract.

ARTICLE 6 DISCIPLINE

- A. This disciplinary system supersedes those methods in Ohio Revised Code 124.34. The grievance procedure is the exclusive remedy for contesting disciplinary action. The Engineer shall determine the appropriate discipline to be administered.
- B. The parties acknowledge the concept and hereby subscribe to the principles of progressive disciplinary action.
- C. Each disciplinary action is based on its own merits, and employees have no right to rely on the discipline imposed for other violations of this Contract as a practice or guide to be applied to subsequent similar violations.
- D. An employee shall be disciplined in private and in a businesslike manner.
- E. Disciplinary action shall normally progress from oral reprimand, to written reprimand, to suspension without pay, and ultimately discharge.
- F. In administering discipline, the Employer should take into account the nature of the violation, the employee's record of discipline, and the employee's job performance.
- G. The Engineer will not discipline an employee without just cause. Discipline may be cumulative. Once an employee is disciplined for a violation, they may be given a greater level of discipline for later violations. Higher levels of discipline may be given instead of

warnings or other lesser forms of discipline for first offenses, depending on the seriousness of any charge.

- H. Before the Engineer issues a suspension, demotion or discharge, the non-probationary employee is to be given a personal opportunity to informally present a statement about the facts and circumstances of the proposed discipline. The Engineer is to notify the employee and AFSCME representative of the time, date, and place the hearing is to occur. The Engineer's decision to schedule the time and date of the hearing is final after the parties have mutually agreed upon time of a hearing. The employee will have waived his opportunity for a hearing if he fails to attend the scheduled hearing.
- I. An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action within five (5) work days thereafter. The employee and Local Union will receive the specified charges in writing of any such violations of work rules, safety rules, or provisions of this Agreement. A copy of said written notice will be forwarded at the same time to the Union's staff representative.
- J. When discharge is the disciplinary action, the Union will have fifteen (15) days to submit the matter to Step 3, Arbitration, of the Grievance Procedure.
- K. Records of instruction and cautioning, written reprimands, and suspensions shall cease to have force two (2) years after their effective date, providing that there is no intervening disciplinary action taken during that time period.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. The term "grievance" shall mean an allegation by the Union or an employee that there has been violation, misinterpretation, or misapplication of an express term of this Agreement. It is the mutual desire of the Parties to provide for the prompt adjustment of grievances with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Parties to affect the resolution of grievances at the earliest step possible. The Parties may attempt to resolve grievances prior to the Union presenting a grievance in writing.
- B. The following steps shall be followed in the processing of a grievance. Employees have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the Union has the opportunity to be present at the time when the adjustment is made.

STEP 1.

The grievance shall be reduced in writing and filed with the employee's immediate supervisor, within ten (10) work days after the matter complained of has occurred or should have had reasonable knowledge. Such written grievance shall be signed by the aggrieved employee and must contain the following information: the exact nature of the grievance, the act or acts complained of, date and time grievance occurred, date grievance was filed, who was involved, the identity of the employee who claims to be aggrieved, the specific provisions of this Agreement claimed to be violated, and the remedy sought. The immediate supervisor shall give his answer in writing within ten (10) work days of the filing of the grievance.

STEP 2.

If, in the opinion of the Local Union's executive Committee, a grievance is not satisfactorily resolved in the manner provided for in Step 1, the Union may appeal to Step 2 by giving written notice the Employer. This notice shall be provided within 10 work days of the step 1 answer. After receipt of the union's notice of appeal, the Employer and the Union will schedule a meeting to discuss the grievance, the step one answer, and any intended appeal. If the Union selects to proceed with an appeal, a step 2 hearing shall be scheduled within 10 working days of the step 2 meeting. The Employer, or designated representative, shall give a written answer within ten (10) work days following the Step 2 meeting. Any grievance of any disciplinary action taken to management shall be filed in writing as specified in this Step 2 within five (5) work days of the disciplinary action taken.

STEP 3.

With mutual agreement, grievance mediation may be utilized by the parties after Step 2 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 2 answer. If the County and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of the Union, then the Union

may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The County may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

STEP 4.

- A. Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union may demand arbitration within ten (10) days following the Step 2 response by requesting a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services with a copy provided to the Employer. The selection of an arbitrator and the pursuant arbitration hearing shall be in keeping with the Voluntary Rules and Regulations of the Federal Mediation and Conciliation Services, and the express terms related thereto in this Article.
- B. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The arbitrator shall hear and determine only one grievance at a time, except by mutual agreement. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. His award shall be final and binding on the parties. In reaching his decision and his award, the arbitrator shall limit himself to the grievance presented and evidence thereto and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement or, establish wage rates not negotiated as part of this Agreement except as may be explicit to this Agreement or grant any right or relief of any alleged grievance occurring at any time other than the contract period in within such right originated. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific terms of this Agreement. The parties shall attempt to schedule arbitration hearings within sixty (60) days following notification by the

arbitrator of his acceptance of the appointment by agreeing to a date offered by the arbitrator or by proposing alternative dates to the arbitrator.

- C. If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union Representatives involved in each Step.

The term “working days” as used in this Article shall mean the days Monday through Friday, exclusive of holidays that pursuant to this Agreement are observed on Monday through Friday.

- D. Either party may request a pre-hearing conference in an attempt to define the issue(s), reduce stipulations, if any, to writing, and exchange a list of witnesses.
- E. The procedure contained in this Article shall constitute the sole and exclusive method of redressing grievances arising during the life of this Agreement. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer representatives shall be final and binding upon the grievant, the Union and the Employer.
- F. The parties may expedite grievances and/or omit some steps of the procedure as set forth herein due to the nature of the issue at hand, by mutual agreement.
- G. The question of arbitrability of a grievance may be raised by either party on or before the day of arbitration hearing of the grievance. The first question to be placed before the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. The alleged grievance will then be heard on the merits.
- H. The arbitrator shall not recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated.

- I. The cost of using a arbitrator shall be borne equally by the parties. The parties shall bear their own costs for expert witnesses and court report and transcript. The parties shall exchange witness lists of those expected to testify at least three (3) working days prior to the hearing. The parties agree the witnesses shall normally be limited to three (3) individuals, for either side, in addition to the grievant, except if mutually agreed otherwise for non-repetitive testimony.
- J. When a state of emergency has been called, as provided for elsewhere in this Agreement, time lines for processing of a grievance shall be on hold until the emergency is declared over or can be reasonably assessed as having ended.
- K. The grievance procedure herein, is the sole and exclusive recourse for employees regarding the issues of discipline, including discharge and specifically replaces the appeals procedure in the Ohio Civil Service Laws related thereto found under O.R.C. 124.

ARTICLE 8 OUTSIDE APPEALS AND REDRESS

The parties agree that they will not interfere with or violate anyone's individual legal rights and that the Employer, Union or an employee may file outside appeals for the pursuit of any actionable causes, tort claims, or judicial enforcement of such rights guaranteed by law, due to any other unlawful acts, or breech of this Agreement, and for the judicial enforcement of such rights as contained in this Agreement.

ARTICLE 9 EMERGENCY SITUATION

- A. In cases of emergency, effecting the Employer's operation, declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Employer, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:
 - 1. Time limits for Management and/or the Union replies on grievances and;
 - 2. All work rules in process and/or agreements and practices relating to the assignment of employees.

- B. Employees are to report for work under emergency conditions in keeping with related provisions of this Agreement, work rules, and according to emergency work procedures in effect by the Employer.
- C. Those employees working during the hours which other County offices have been closed due to weather or other catastrophic emergency condition(s) will be compensated at time and one-half (1 ½) for all hours working during such condition(s).

Employees electing to not be in active work status will not be entitled to this additional compensation.

ARTICLE 10 HOURS OF WORK/PAY PRACTICES

- A. The regular work week will commence at 12:01 a.m. Sunday and will end 12:00 midnight the following Saturday. The regular work week shall consist of forty (40) hours of work.
- B.
 - 1. The regular workday will consist of eight and one-half (8 ½) consecutive hours. Eight (8) hours will be regularly scheduled work time, including a ten (10) minute break in the morning and a ten (10) minute break in the afternoon, and one-half (½) hour unpaid lunch break scheduled about four (4) hours into the work day. The normal work days will be Monday through Friday, normally starting at 7:00 a.m. and ending at 3:30 p.m. with options of working four (4) ten (10) hour days as work schedule and weather permits, or the mutual selection of other work week schedules as may be agreed upon. The employer may establish regular work on a shift basis. Such shall include the break times stated in this Section. Positions shall be filled through employee bidding with the most senior qualified employee(s) being so assigned.
 - 2. Employees shall be permitted a reasonable time, not to exceed ten (10) minutes, at the end of each work day before quitting time for wash-up.

Employees shall be permitted reasonable time, not to exceed ten (10) minutes, immediately prior to lunch, for wash-up, provided facilities for such are readily available at the work location.

Wash-up time shall be utilized for personal cleanup and shall not be used for other reasons except with prior approval of the immediate supervisor.

Wash-up time is non accumulative and will be allowed when the work schedule permits.

Employees may remain on the Employer premises for after work hours for purposes of extended personal hygiene care, at the employee's option.

- C. Employees shall be paid for all hours worked according to the provisions set forth in this Agreement.
- D. Employees shall be paid at one and one-half (1 ½) times hours of overtime worked in a week.
- E. Overtime shall mean all active pay status over the regular scheduled day. The parties agree employee(s) may, on occasion, be scheduled or requested to work, in situations, before or after their regular shift, for purpose of continuing or starting early on a specific project. Overtime may be converted to, and used only as, compensatory time in keeping with the Fair Labor Standards Act (FLSA), except that said bank shall be no more than one hundred and twenty (120) hours at any one time. Once overtime has been converted to compensatory time, such time may be cashed in pending a thirty (30) day prior notice during the first pay period in May and again in the first pay period in December. Compensatory time requested to be converted for payment shall be limited to the employee's current year's scheduled accrual only and must, at the time of request for payment, be in the employee's active balance of compensatory leave and be available for the employee's use.
- F. Employees called in early to work, or called back to work after the end of the regular work day, shall be paid for all hours worked, including at least two (2) hours.
- G. Employees working overtime shall be given a fifteen (15) minute paid break after the two (2) hours of such work and a one-half (½) hour paid break after four (4) hours of such work.
- H. Employees required to work on paid holidays shall be paid one and one-half (1 ½) times the regular pay in addition to the regular pay for that day.
- I. Subject to the capabilities of the Payroll Department and approval of the Huron

County Auditor, each employee's payroll check shall illustrate the hourly rate of pay, total hours worked (including overtime), and the total accrued but unused Sick Leave and Vacation Leave credited to the employee as of the end of that payroll period.

If this cannot be accomplished through the Auditor's Office, the Engineer agrees to make the above information available to the employee following completion of the pay period for which the information is available.

- J. The Engineer agrees to process requests for payroll deductions for the purchase of U.S. Savings Bonds to the Huron County Auditor upon receipt of a written authorization for such payroll deductions signed by the individual employee on a form approved by the Auditor.
- K. The Engineer agrees to make payroll deductions for all employees who enroll in the credit union. Each interested employee shall fill out an enrollment card and forward it to the Engineer before deductions will be made.
- L. In the event a Holiday falls on the normal payday, the employee may receive paycheck on last regularly scheduled work day prior to payday.
- M. The parties hereby agree that it is in the best interest of both parties to establish within thirty (30) days the direct deposit of payroll checks to the banking, savings and/or loan association(s) of the individual choice of each employee.

ARTICLE 11
WAGES/LONGEVITY

Section 1.

A. Effective 1-1-2013, employees shall be paid in keeping with this schedule for regular hours worked.

Classification	1-1-2013	1-1-2014	1-1-2015
Working Foreman	20.81	21.20	21.59
Equipment Operator #2	19.89	20.28	20.67
Equipment Operator #1	18.75	19.14	19.53
Highway Worker #3	18.65	19.04	19.43
Highway Worker #2	17.89	18.28	18.67
Highway Worker #1	13.56	13.95	14.34
Mechanic #3	19.56	19.95	20.34
Mechanic #2	17.89	18.28	18.67
Mechanic #1	15.94	16.33	16.72
Maintenance Tech	15.72	16.11	16.50
Sign Chief	19.50	19.89	20.28
Bridge Inspector	18.75	19.14	19.53
Survey Tech #2	19.78	20.17	20.56
Survey Tech #1	18.92	19.31	19.70
Clerk, Data Entry	17.46	17.85	18.24

- B. Initial hires shall be paid \$1.00 less per hour than their applicable wage rate until the successful completion of their probationary period. This does not apply to promotional probationary periods.
- C. If the County establishes a second work shift, employees on the second shall be paid a shift differential an additional \$2.00 for each hour worked.
- D. Those employee(s) assigned by management to higher classification work above their classification, will receive the higher classification rate of pay for all such hour(s) worked.

Section 2. Longevity:

A. The employees will receive Longevity Pay per the following schedule: upon their third (3rd) anniversary date and thereafter, of one hundred dollars (\$100.00) per year of service.

Employee(s) Longevity Pay will be added to an employee's base rate of pay.

ARTICLE 12
ALLOWANCES

- B. 1. During the term of this Agreement the Engineer agrees to supply uniforms and the service thereof for each employee in a “mechanic” classification only.
2. Uniforms supplied shall be, and remain the property of the County Engineer’s Office/Highway Department and the Use of/wearing of the uniforms shall comply with such regulations as may be agreed upon as part of the terms of enrollment in the uniform program.
- C. 1. The Engineer agrees to provide working foreman, highway workers, operators and mechanics up to six (6) pairs of work gloves each calendar year. Other employees may receive up to three (3) pairs of gloves when their task(s) requires activity in harsh or otherwise inclement circumstances upon receipt, the gloves shall be considered the employees personal property.
2. The Engineer agrees to provide one (1) pair of an overshoe type boot to such working foremen, highway worker, operator or mechanic for their on the job efforts in harsh or otherwise inclement conditions. The boots shall, upon receipt, be considered the employees personal property.
3. Hard hats, safety glasses, respirators, welding gloves, welding chaps/jacket, and hearing protection devices will be provided, as County property, to employees working at tasks requiring such appropriate protection.
4. Employees assigned to work which requires rain wear will have rain suits made available for their use if the employee does not otherwise have rain wear available.
- D. 1. In the event an employee is required by the Engineer to travel overnight, outside the County for official purposes, the Engineer’s Office will be responsible for the obtaining of, and payment for:
- a. Any overnight accommodations that the Engineer deems necessary;
 - b. The provision of a suitable means of transportation for such necessary travel;
 - c. Meals, (based upon a predetermined expense level) or the receipted reimbursement (based upon a predetermined expense level) for meals incurred in the context of employment (neither alcoholic beverages nor gratuities are eligible for payment or reimbursement);
 - d. Communication to the Engineer’s Office, Employees Home;
 - e. Travel pay at the rate of 1.25 times the employee’s regular rate of pay

for the employees regularly scheduled daily hours of work will be paid.

- E. These employees utilizing the Huron County Transportation to and from work will be reimbursed or have such fees paid by the Employer.
- F. Data entry clerks and Survey Technicians with a current State of Ohio Notary License shall be compensated \$360.00 (three hundred and sixty dollars) annually. Such payment shall be included with the Employee(s) anniversary date payroll.

ARTICLE 13
P.E.R.S. TAX DEFERRAL

- A. The Engineer shall continue the tax deferred contributions to the Public Employees Retirement System paid and submitted on behalf of the employees in the bargaining unit, utilizing the salary reduction method under the following terms and conditions:
 - 1. The amount to be “picked-up” on behalf of each employee shall be eight and one-half percent (8.5%) of the employee’s gross annual compensation or any statutorily mandated increase. The employee’s annual compensation shall be reduced by an amount equal to that “picked-up” by the Employer for the purpose of State and Federal Tax.
 - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - 3. The Employer shall issue an order to the Auditor’s Office to continue the employee’s contribution.
 - 4. The parties agree that should the rule and regulations of the IRS, or Retirement System change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions as required by law.
 - 5. The parties also agree that the tax deferral procedure is an accounting deduction only, and that the employee and not the Engineer is responsible to actually pay for the eight and one-half percent (8.5%) PERS contribution.
 - 6. The employer shall continue to pay the employer’s share in the amount required by law

ARTICLE 14
INSURANCE

- A. Eligible employees shall qualify for coverage under any of the various option(s) and may participate as the employee may select, as part of the Huron County Healthcare Plan.
- B. Premiums for said benefits shall be fully paid by the Employer, except employees shall pay a premium contribution of no more than \$30.00 (thirty dollars) per month on the first pay period of the month for the duration of this Agreement.
- C.
 - 1. The Parties hereby agree to establish a Health Care Cost Containment/Insurance Committee. The committee may pursue establishing a Self Insurance Program (per ORC) capable of covering employee/ Hospitalization/Major Medical Insurance/Prescription Drug Program; Optical Insurance/Dental Insurance and Life Insurance coverage.
 - 2. This Committee shall be comprised of four (4) representatives of the Employer and four (4) representatives of the Union. Should any disputes occur the Parties will utilize the principals of ORC 4117 or the Federal Mediation and Conciliation Services (FMCS) for resolving any such disputes.
- D. The parties may consider an option of; Bargaining unit employee(s) selecting not to participate in the Health Insurance/Hospitalization programs and otherwise meeting the requirements of law (section 305.17.1.H) may chose to receive a health care cost reduction supplement of two hundred fifty dollars (\$250.00) per month, if eligible of family coverage and one hundred twenty dollars (\$120.00) per month, if eligible for single coverage, to be considered by this Committee.

ARTICLE 15
HOLIDAYS

- A. The following legal holidays will be observed for all employees as paid days at the regular rate of pay:

New Year's Day	President's Day
Memorial Day	Veteran's Day
Independence Day	Martin Luther King Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Day

It is agreed that President Day and Columbus Day are hereby converted to annual floating holidays. Employees may utilize time off on these floating holidays in four hour minimum increments contiguous to the beginning, or end, of any work day. The use of such time will be accounted for as any other paid time off.

The Parties agree that President Day and Columbus Day is hereby converted to floating holidays each year. Employees may utilize these days as any other days of the year if they elect.

- B. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. In the event the regular scheduled work week is modified to accommodate a shortened forty (40) hour work week, any designated holiday will be observed on the most immediate, regularly scheduled work day.
- C. If an employee is on approved sick leave and receiving sick leave pay, and holiday falls during said leave, the employee shall not be charged sick leave for said day.
- D. Holidays shall be considered hours in active pay status when computing overtime.
- E. In order to qualify for holiday pay, an employee must work all hours which he is scheduled to work on the day before and the day after the holiday, unless on approved leave.

ARTICLE 16
LEAVE

Except as specifically stipulated in this agreement, there shall be no provision permitting unpaid time off.

A. VACATION LEAVE

1. The vacation schedule shall be as follows:

LENGTH OF SERVICE	LENGTH OF VACATION
One (1) Year	Two (2) Weeks
After Eight (8) Years	Three (3) Weeks
After Fifteen (15) Years	Four (4) Weeks
After Twenty-Five (25) Years	Five (5) Weeks

2. Employee scheduled vacation may be taken in minimum increments of one (1) hour. Employee pre-scheduled vacation may be taken in one (1) day increments. Employees are encouraged to request the use of vacation time as far in advance as possible. Employees may accumulate vacation time from year to year, however, accumulation shall not exceed three times the amount of time they are eligible to accrue in any year (one year's accrual + one year's accrual + one year's accrual). An employee may be paid for vacation leave under the following conditions:

- a. Twice each calendar year an employee may select to receive payment for, and in lieu of using, up all of the employee's current year's annual schedule of accrued but unused vacation leave.
- b. Request for payment must be submitted to the Engineer thirty (30) days in advance of the payroll period during which the payment is requested.
- c. Vacation leave requested to be converted for payment shall be limited to the employee's current year's scheduled accrual only and must, at the time of request for payment, be in the employee's active balance of vacation leave and be available for the employee's use.

3. An employee must complete one (1) year service to be entitled to vacation leave. Employees must submit a request for vacation dates. Seniority shall determine the choice of vacation dates when two (2) or more employees have requested the same vacation date(s) and accommodation cannot be otherwise provided.

B. SICK LEAVE

1. Sick leave credit shall be earned at the rate of .0575 for each one (1) hour of active pay status, which shall not include unpaid leaves of absences or layoff. An employee may accumulate his unused sick leave without limit.
2. Sick leave shall be granted to an employee only upon approval of the Employer and for the following reasons:
 - A. Illness or injury of the employee or member of their immediate family.
 - B. Death of a member of their immediate family. (Sick leave usage up to five (5) working days.)
 - C. Medical, dental or optical examination or treatment of employee or a member of their immediate family. A certificate from a licensed physician, dentist or optometrist verifying the appointment may be required.
 - D. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others.
 - E. Pregnancy and/or childbirth and other conditions related thereto. (Also see Family Medical Leave.)
3. Immediate family shall mean: Grandparents, brothers, sisters, brother-in-law, sister-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 (loco parentis).
4. Sick leave shall be charged in minimum one hour units. An employee shall only be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave charged and used shall not exceed in any given day the hours that the employee would normally have worked. The same shall apply to any given week.
5. The employee shall notify the employer as soon as possible in advance of the scheduled appointment.
6. Employees who are sick shall notify the Employer at least thirty (30) minutes before the scheduled starting time. If the employee is sick or injured for a succession of days, the employee shall notify the Employer thirty (30) minutes before starting time on each successive day absent due to use of sick leave until the Employer and the

employee reach an understanding as to some other call-in arrangement.

Employees who, due to extraordinary circumstances, do not notify the Employer in keeping with this provision may be granted sick leave for the time requested.

7. The employer may require an employee to take an examination, conducted by a licensed physician, if reasonable cause, to determine the employee's physical or mental capability to perform the regular duties of his position. If found not qualified, the employee may be placed on sick leave or on disability leave. The cost of such examination shall be paid by the Employer.
8. Employees who make claims for use of sick leave and cannot provide support for use of such in keeping with the sick leave requirements herein, shall be denied the use of sick leave and will not be paid for said time. Further, any such action may subject an employee to appropriate disciplinary action. While on sick leave, an employee is expected to be home unless the employee is on a related medical errand or has made other appropriate arrangements and has so notified the Employer.
9. The Employer may require an employee to complete an Employer furnished sick leave use form to justify the use of sick leave. In addition, the Employer may require a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor, in keeping with the other provisions of this Article.
10. Falsification or failure to provide either a written, signed statement or a physician's certification shall be grounds for disciplinary action. A completed sick leave use form shall be submitted within a reasonable period of time upon return to work. When a doctor's statement is required to verify that an employee is able to perform required work, the employee will not be paid for sick leave or be permitted to return to work until documentation from the doctor has been given to the Employer.
11. If an employee is absent due to their immediate family's illness or injury exceeds three (3) consecutive working days, the employee may be required to obtain a certificate stating the nature of the illness from a licensed physician to justify the use of sick leave. Any time medical attention is obtained by an employee while on sick leave, the employee may be required to obtain a certificate from the attending physician stating the nature of the condition/illness.

C. FAMILY MEDICAL LEAVE

1. In keeping with Public Law 103-3, this Agreement establishes a provision for a corresponding Family Medical Leave.
2. Eligible employees are entitled to twelve (12) unpaid weeks of combined family and medical leave per year (1) to care for a newborn, newly adopted or newly placed foster child; (2) because of the serious health condition of a spouse, child, or parent; or (3) because of the employee's own serious health condition.
3. With the Engineer's agreement, twelve (12) weeks or leave may be taken on an intermittent or reduced basis when medically necessary due to the birth or placement of a child. Intermittent or reduced leave may also be taken for an serious health condition of a family member or the employee if medically necessary, with or without the prior approval of the Engineer. If the employee knows in advance of a need for intermittent leave due to planned medical treatment, the Engineer may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates the prospective absences.
4. Employees are required to substitute any of their paid vacation, personal, or sick leave for any part of the 12-week period, with the Engineer providing only enough unpaid leave to total 12 weeks. When need for leave is known in advance, such as for childbirth, child placement, adoption or planned medical treatment, the employee must give the Engineer at least 30 days notice, or such notice as is practicable. Employees needing leave for planned medical treatment also are required to make a reasonable effort to schedule treatment so as to disrupt the Engineer's Department's operations as little as possible.
5. When both spouses are employed by the Engineer they are limited to an aggregate leave of 12 weeks to care for a newly arrived child or sick parent. When leave is needed because of illness of a child or of the other spouse, each spouse is entitled to 12 weeks of leave.
6. The Engineer may require an employee to provide medical certification "in a timely manner" to support a request for leave due to a serious health condition, either their own or that of a family member. Certification is to include the date on which the serious health condition began; the probable duration of the condition; appropriate medical facts regarding the condition; a statement that the employee is needed to care for a spouse, parent or child (together with an

estimate of the time required), or that the employee's own illness renders the employee unable to perform the functions of their position; and, in the case of reduced or intermittent leave, the expected schedule and duration of the treatments.

7. The Engineer may require that a second opinion be obtained at the Engineer's expense by a health care provider not employed by the Engineer. Should there be conflicting opinions, the Engineer may pay for a third provider whose opinion will be binding.
8. The Engineer may require subsequent re-certification "on a reasonable basis".
9. An employee returning from leave must be restored to the same position or given a position that is equivalent in benefits, pay, and other terms and conditions of employment. No employee taking leave will lose any benefits accrued before the leave, but benefits will not accrue during the period the employee is on leave. As a condition of restoration, an employee taking leave due to their own serious health condition may be required to provide acceptable certification from a health care provider that the employee is able to perform the functions of their position. An employee taking leave is required by the Engineer to report periodically on the status of the family or medical condition necessitating the leave and on the employee's intention to return to work.
10. During leave, pre-existing health benefits are to be maintained at the same level and under the same conditions as provided prior to leave. If an employee fails to return at the end of leave, an employer may recover any premiums paid on the employee's behalf, except in cases where the employee has a continuation, recurrence, or onset of a serious health condition or because of circumstances beyond the control of the employee. In such case, reasons for not returning are subject to certification.
11. The Engineer is prohibited from interfering with or restraining an employee's right to exercise the provisions of this section. In addition, the Engineer may not discharge or otherwise discriminate against any employee who opposes any practice made unlawful under this section.

D. CATASTROPHIC LEAVE (A LEAVE DONATION PROGRAM)

1. Any employee may select to donate up to 120 hours, annually, of their accrued but unused sick leave into the Department's catastrophic leave donation program.
2. Any hours so donated may be utilized to assist an employee who may be on sick leave, or on a leave of absence due to a non-job related injury, accident or long term illness, when said employee has or will shortly exhaust all other available accrued, paid leave. This is a voluntary program in both donation of and acceptance of any hours of leave so involved. This program is not intended to supersede nor replace other available disability program(s).
3. An employee who donates their qualifying sick leave time will have those donated hours "banked" in the catastrophic leave donation "bank". All hours so donated will be "banked", calculated at the donor's rate of pay. Any hours received by an employee shall be withdrawn at the donee's rate of pay equivalent.
4. Any donations made into the "bank" will be administered by an employee's "catastrophic leave review board" which shall be comprised of the officers of the local union and the Engineer and shall be in keeping with the terms of this section and other such terms and condition as may be deemed appropriate by the "board".
5. The catastrophic leave donation program can only be utilized if all of the following conditions are met:
 - a. There is time in the "bank";
 - b. A doctor has certified in writing to the "board" that a long-term illness or injury exist;
 - c. The injury or long-term illness would require the donee to take at least thirty (30) days off;
 - d. The donee must have worked for the Engineer's Office/Highway Department at least two (2) years;
 - e. Prior to receiving any leave donation, the donee shall have exhausted all available paid leave;
 - f. Unless otherwise approved by the "board", an employee may only request up to forty (40) hours of donated leave at any one time;
 - g. Applications hereto are a procedure limited in scope as referred to elsewhere in this Contract.

6. Once each year in a specific pay period employees may “bank” up to the permitted maximum of leave during such pay period as may be designated by the “board”.
7. Once each year, a specific pay period shall be designated by the board during which employees may select to donate to the “bank” up to the permitted maximum hours of sick leave. Leave will only be permitted to be banked during this specific pay period unless the Engineer is petitioned to permit an additional period of donation by two-thirds of all employees.
8. The Engineer shall cause such necessary records to be kept, accounting for leave donations, contributions and balances, by employee, and in such a manner that in the event this program is dissolved, any donated but unused leave will be credited to the appropriate leave balance of the donating employee, or paid to any former employee, upon retirement. Balances of the catastrophic leave donation program, shall be posted, at least, semi-annually.

E. Ohio Bureau of Workers Comp Leave

1. In the event an employee is injured in the performance of his duties, the employee may elect to use any accumulated leave pending the receipt of any payments from Workers Compensation. An employee using OBWC leave may select to pay funds from Worker’s Compensation to the Employer in exchange for leave expended prior to receiving workers compensation. Upon doing so, the employee shall be credited with leave equal to the amount of money returned to the Employer.
As of 01-01-2010, employees filing new claims that result in an OBWC leave shall accrue all due vacation and sick leave. Time off on OBWC shall not affect a returning Employee’s seniority.

F. EXTENDED UNPAID PERSONAL LEAVE

1. For good cause shown, an employee may be granted an unpaid personal leave of absence not to exceed six (6) months. Such leave may be extended at the discretion of the Employer.
2. Paternity, Maternity, Injury and Disability Leave are good cause and will be granted and are subject to the terms of this Section in addition to those stated elsewhere in the Article.
3. Whenever such unpaid personal leave exceeds sixty days (60) consecutive days, the full cost health insurance premiums shall be the sole responsibility of the employee during the remaining leave unless the leave is utilized in

conjunction with provisions of family medical leave. Recognizing that actual time off on leaves may not necessarily co-exist with insurance premium deadlines, it may be necessary for the employer to pro-rate insurance costs.

4. An employee on an extended unpaid personal leave does not earn seniority sick leave or vacation leave, nor is said employee entitled to any holiday pay for holidays that occur while on such leave, nor does this leave constitute a break in active service for the purposes of this Agreement.

G. UNPAID DISABILITY LEAVE

1. An employee may request to be placed on unpaid disability leave if the employee is injured, becomes ill, or physically incapacitated and unable to perform regular work duties.
2. The Employer may place an employee on unpaid disability leave after the employee has exhausted accumulated sick leave and vacation if, after formal hearing concerning the employee's condition, the Employer determines that the individual is unable to perform the regular duties of their position because of illness, injury or other physical or mental disability. Prior to the hearing, the Employer may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave will be granted without examination.
3. Prior to an expected return to work, an employee on unpaid disability leave must apply in writing for reinstatement accompanied with adequate and sufficient medical documentation to justify their return. If an employee is not able to return to work within six (6) months, an extension of unpaid disability leave may be granted at the discretion of the Employer. After receipt of a timely application for reinstatement, the Employer may require an examination of the employee by a licensed physician, psychiatrist, psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. The examination shall be done at the Employer's expense. If the examination discloses that the employee has recovered from the disability and is otherwise able to perform the regular duties of their position, the Employer shall reinstate the employee within thirty (30) calendar days from their written application to their former position or to a similar position.

- 4 An employee on unpaid disability leave does not accrue seniority, paid leave, or bonuses. Nor is said employee entitled to Holiday Pay or bonuses that occur while the employee is on unpaid disability leave.

H. PERSONAL LEAVE

1. Each employee may use two (2) days of paid personal leave per year. Said leave will be credited as of the effective date of this Agreement, and is not available to be converted to pay except as provided in Article 29.
2. Use of such leave shall be conduct matters of a personal nature that cannot be done other than on a regular schedule work time.
3. Use of such leave may be taken in one (1) hour increments contiguous to the start or end of the work day. This leave is non-accumulative.

I. JURY OR WITNESS DUTY

1. The Employer shall grant a paid leave of absence, at the employee's normal hourly rate, when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision or other lawful subpoena to serve in such capacity during the employee's normal working hours. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside the employee's normal working hours. Employees shall retain any fees collected for travel mileage. An employee released from court or injury duty prior to the end of his shift, shall report to work for the remaining hours, unless other arrangements have received prior approval.
2. Use of this leave shall not apply when appearing in court for criminal or civil cases which concern the employee's personal affairs, work related citations (i.e. traffic court, divorce proceedings, custody or juvenile matters, etc.). Such absences must be applied for under the other appropriate leave or vacation time as provided for in this Agreement.
3. In order for an employee to receive pay under this Article, the employee must notify the Employer within twenty-four (24) hours of receipt of a subpoena for court or jury duty of their required appearance. The employee must also secure and present to the Employer a certificate from the court in which they served evidencing completion of said service.
4. When an employee is required to appear in court on behalf of the Employer during their regularly scheduled work hours, such shall be considered regular

work duties and an employee shall be compensated at their regular rate of pay.

5. Said leave may be used in less than eight (8) hour increments.

J. **MILITARY LEAVE**

1. All employees who are member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Navel Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absences from their respective duties without loss of pay for such time, as they are in the military service on field training or active duty for periods not normally to exceed thirty-one (31) calendar days in any one (1) calendar year.
2. The parties shall recognize the required Federal and State Laws regarding military leaves, not mentioned herein. Hourly compensation received by employees from any State, Federal, or other appropriate governmental agencies that falls within the employee's regular hours of work, as provided for herein, shall be remitted to the Employer for such time as may be served on military leave, above the first 176 hours per year (ORC 5923.05).
3. Employees on active military duty shall receive payment of all bonuses including the accrual and receipt of credit for all and usual and customary leave and holiday pay (s). Active military duty shall not adversely affect the Employee's seniority.

K. **UNION LEAVE**

1. The Union may be granted up to a total of eighty (80) hours of unpaid leave each year for the purposes of attendance at Union conventions, conferences, or seminars. The Union will make such request in writing.
2. The Union must notify the Engineer at least two (2) weeks in advance, including the names of employees requesting such leave.
3. Employees attending said conventions, conferences, or seminars may also utilize their applicable earned paid leave time.
4. No more than three (3) employees may avail themselves of Union leave on any given day and such request will not be permitted to shut down a full work unit(s).

ARTICLE 17
WORK RULES/EMPLOYMENT POLICIES

- A. The Union recognizes the Employer's rights to promulgate and enforce reasonable work rules/employment policies to carry out the functions of the Employer. Said work rules/employment policies shall not be inconsistent with the terms of this Agreement.
- B. Newly established written work rules/employment policies and/or change in existing written work rules/employment policies shall not go into effect until the Union has thirty (30) days advance notice to review, make comments, and to otherwise bargain in good faith on any such item(s), issue(s) or changes, unless mutually agreed otherwise.
- C. Work rule and policies shall be applied uniformly, under similarly circumstances.
- D. Copies of current written work rules and employment policies shall be provided to the Union.

ARTICLE 18
RESIDENCY

- A. All newly hired employees must be residents of Huron County at the date of hire and must maintain such residency throughout their employment. However, any employees who are currently living outside the County shall be permitted to maintain such residence. In the event any such employee decides to move, it shall be within Huron County.
- B. Employees on occasion, if a hardship occurs, may request, of the Employer, exception(s) hereto. Reasonable requests/or hardships cases will not be unreasonably denied by the Employer. All employees will be treated fair and equal, regarding these matters.

ARTICLE 19
OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

- A. Employees shall not engage in outside employment that conflicts with the performance of duties and responsibilities of their employment with the Employer.

- B. Outside Employment shall not justify an employee's refusal of accepting overtime or emergency assignments as provided for in this Agreement.
- C. Employees shall not use their official position with the Employer for additional personal gain or engage in any activity which is in conflict with their official duties.
- D. Employees shall not disclose any confidential information about the Employer to a private concern for the employee's personal benefit.

ARTICLE 20
ASSIGNMENT OF WORK

- A. Supervisors shall have exclusive control of allocating work assignments, trucks and equipment to employees.
- B. Daily assignments given in the morning will normally be given by supervisors to employees within their classification. However, if there are not enough assignments within a classification, such daily assignments shall be by seniority, with the least senior employee being required to work out of his classification.
- C. Such temporary assignments will not be used to permanently displace bargaining unit positions.
- D. Designated employees having agreed to respond to emergencies in call-out tasks, from the employee(s) residence will be assigned an adequate vehicle to facilitate their call-out responses.

ARTICLE 21
MINIMUM QUALIFICATIONS/COMMERCIAL DRIVER LICENSE

- A. 1. The Employer shall set the minimum qualifications for each job classification. The Employer shall determine which job classifications and the operation of which vehicles fall under the Commercial Drivers License (CDL) requirements. It is the responsibility of employees to maintain the minimum qualifications of their classification. Job descriptions/minimum qualification standards shall be updated to reflect the need for a CDL.
- 2. Federal and State laws and regulation(s) shall be adhered to. Non-FMCSA testing, procedures or methods shall not violate, diminish or eliminate any legal rights of an employee.

- B. 1. The Employer will provide necessary training for employees in job classifications for which Commercial Driver's License is required. Such training will occur during work hours.
- 2. The Employer will make available CDL training for all current employees in the bargaining unit as of the effective date of this Agreement. Such training will take place during work hours.
- C. 1. The Employer will reimburse said current employees for actual cost incurred in CDL testing and licensing and related physical examination, if required by law for the CDL.
- 2. These requirements are for the initial licensing and testing only. Renewal expenses shall be the responsibility of the employee.
- D. 1. An employee who is unable to obtain a CDL, where that is a requirement for the job classification, may be reassigned to a vacancy that does not require a CDL. The employee must meet minimum qualifications for such position.
- 2. If no such vacancy exists, the employee will be given up to one hundred and twenty (120) day unpaid leave of absence, pending successful obtainment of the CDL. The employee will be returned to active employment status upon documentation that a CDL is obtained.
- 3. If, during the one hundred and twenty (120) day period, the employee is unable to obtain a CDL and no other vacancy occurs in which a CDL is not required and of which the employee meets minimum qualification, it is agreed that the employee may be laid off and subject to lay-off and recall rights set forth elsewhere in this Agreement.
- 4. . The Parties agree that effective 01-01-2010, newly hired employees, whose job requires a CDL, shall, within one hundred and twenty (120) days of their hire date, obtain a Class A CDL. While an employee is away from work due to the inability to meet requirements or provisions of this article, the Employee shall not be eligible to accrue leave or seniority nor be eligible for any bonuses or holiday pay.
- E. 1. There shall be an annual merit bonus extended to members occupying positions requiring Commercial Driver's Licenses who have also secured any of the following designated classifications of CDL's. Such merit bonus will be allotted under the

following schedule: Class "A" CDL, \$360. An additional \$75 shall be awarded eligible employees who have also obtained a tanker endorsement and/or an additional award of \$75 for eligible employees obtaining HazMat endorsements.

2. Such annual merit bonus shall be paid annually upon the Employee's anniversary date payroll period and is contingent upon the employee maintaining a valid Commercial Driver's License, and the appropriate endorsement.

ARTICLE 22 NON-DISPLACEMENT

- A. The permanent, non-bargaining unit employees shall not perform work normally performed by the bargaining unit employees.
- B. These individuals shall not perform work normally performed by bargaining unit employees, when such work deprives bargaining unit employees of overtime or regular bargaining unit work.
- C. This section shall not be construed to prevent the Employer to determine the necessity for assigning a crew and equipment.

ARTICLE 23 LESS THAN FULL-TIME EMPLOYEES

- A. The Employer shall not hire part-time, seasonal, or casual workers for the purpose of displacing current employees.
- B. The Union recognizes the right of the Employer to hire such employees as necessitated by the operational needs.

ARTICLE 24 CONTRACTING/SUBCONTRACTING

- A. The parties recognize that the Employer, in order to satisfy the demands of the public and to successfully operate the department, must contract and/or subcontract out work except as specifically limited herein.

- B. The Employer agrees that it will not contract or subcontract work out except in cases where: (1) Employer employees do not possess the skills in sufficient numbers to perform the required work; (2) specialized, professional or technical services are required; (3) equipment is unavailable in the department; (4) time of delivery of supplies or the schedule for the completion of the project cannot be met with existing personnel; or (5) the Employer cannot produce the work as economically with its own personnel.
- C. The Employer agrees to discuss, with the Union, work it contracts or subcontracts out, to the extent it affects bargaining unit employees under other provisions of this Article.
- D. Contracting or subcontracting under this Article shall not be used to eliminate an employee's job or to reduce the regular hours of work of an employee.
- E. Disputes as to whether a subcontracting case violates these provisions shall be subject immediately to Step 3 of the Grievance Procedure.
- F. In keeping with section 4117.08 of the Ohio Revised Code, this agreement shall supersede provisions of sections 117.16, 117.161, 5517.02, and 5543.15, 5575.01 of the Revised Code.

ARTICLE 25
JOB POSTING AND BIDDING

- A. Whenever the Employer decides to permanently fill a permanent vacancy in a position covered by this Agreement, such shall be done in keeping with this Article.
 - 1. All vacancies, including new positions, shall be posted on the employee's bulletin board for five (5) work days.
 - 2. The vacancy notice shall include the job classification, general qualifications, including licensing or certification requirements, and the appropriate rate of pay.
 - 3. Employees interested in the position shall submit in writing a bid to the Employer during the posting period.
 - 4. Any interested employee may bid for the position.
 - 5. Copy of the vacancy posting, the name(s) of employees who submit bids, and the name(s) of the successful bidder, if any, shall be made available to the Union upon request.

- B. Of those employees bidding, the most senior employee meeting the minimum qualification(s), bidding will be awarded the vacant position.
- C. Qualified bidders from within current employees shall be considered before consideration of outside applicants.
- D. The Employer shall provide in writing to the Union, upon Union request, the reason(s) for rejecting any employee applicant.
- E. The Employer has the right to temporarily fill a vacancy for normally not to exceed thirty (30) calendar days. If the position is not filled in 30 days, the Employer shall notify the Union in writing of such and reflect the reasons thereof.
- F. If an employee is promoted to a higher-rated classification, they shall immediately receive the appropriate rate of pay for that classification.

ARTICLE 26
SENIORITY/ORC

- A. Seniority is defined as the length of continuous active service with the Employer. Seniority starts with the first day worked, including time of initial probation.
- B. Seniority, as stated in the Article, shall apply as specifically referenced in other provisions of this Agreement.
- C. When an employee is on an approved unpaid leave, military leave, suspension, or such shall not constitute a break in continuous active service.
- D. Seniority will end when an employee resigns on his own volition, permanently retires, is discharged for cause, dies, or exceeds the length of lay-off time provided in the Agreement or otherwise leaves the employ of the Employer.
- E. The Employer shall keep the seniority list current and provide the Union with a copy and post a copy on the employee bulletin board at least once a year.
- F. The seniority list shall include the name of each current employee, his/her first day of work and job classification title.
- G. The Employer and the Union agree that for purposes of this agreement, the provision(s) of the Ohio Revised Code (ORC) pertaining to personnel and payroll

reporting requirements to the Ohio Department of Administrative Services (ODAS), do not apply to bargaining unit employees.

- H. Except as may be expressly provided for in agreement section 124.01 through 124.56, section 325.19 and section 411.03 of the Civil Service Laws contained in the Ohio Revised Code, the Ohio Administrative Code and any other civil service provision(s) where such matter is generally addressed by this agreement and except as otherwise provided herein, do not apply to employees in the bargaining unit.

ARTICLE 27 PROBATIONARY PERIODS

- A. Each newly hired employee shall serve a one-hundred twenty (120) day initial probationary period. During this time, the probationary employee will be:
 - A. Subject to the terms of this Agreement, except as otherwise provided for in the Article;
 - B. Subject to discharge for no cause or any cause at the pleasure of the Employer;
 - C. Subject to accrue, but not apply seniority rights as provided for in the Agreement;
 - D. Without right to file a grievance regarding matters of performance evaluation, discipline, including discharge.
- B. An employee, upon successfully completing the probationary period shall be extended all rights, benefits, and obligations of this Agreement.
- C. An employee transferred shall serve a probationary period of sixty (60) days. During this period the employee will be:
 - 1. Subject to all terms and conditions of the Agreement, and as otherwise herein provided;
 - 2. Able to return to the previous position upon the employee's request and for cause during this 60 day period;
 - 3. Subject to reassignment to a position previously held by the employee for cause;
 - 4. Evaluated for performance noting strengths and weaknesses. If weaknesses are indicated, needed improvements will be noted.
 - 5. Paid for the grade and classification in which working.

ARTICLE 28
EMPLOYEE EVALUATION

- A. The Parties recognize the Employer's right to conduct performance evaluations. Said evaluations will be in keeping with the terms of the Article.
- B. Matters evaluated shall be job related.
- C. The primary purpose of the evaluation shall be to determine the employee's level of performance and to provide direction and assistance in improving noted deficiency.
- D. Evaluation shall not be conducted for the sole purpose of discipline.
- E. When deficiency(ies) is noted, such shall be related to the employee in writing with suggestions and offered assistance for improvement.
- F. When a noted deficiency is considered to be of such a serious nature that would result in disciplinary action, such shall be provided to the employee in writing, and the employee may have Union representation at further meetings on the matter in keeping with the Disciplinary provisions of this Agreement.
- G. Normally, evaluations may be conducted as the Employer deems necessary and prudent
- H. A copy of the written evaluation shall be provided to the employee and filed in the employee's personal file.
- I. The employee may add an attachment to the file copy of any additional information or rebuttal position he/she determines appropriate.

ARTICLE 29
RESIGNATION/TERMINATION/RETIREMENT

- A. When an employee chooses to leave the employ of the Employer (other than retirement) written notification at least two (2) weeks in advance of the effective date is required before the employee can be considered eligible for an applicable payout of various leaves, credits, etc.
- B. When an employee retires, the employee shall provide the Engineer with written notice of the employee's intent to retire at least 90 days in advance of the effective

date and provide satisfactory evidence that employee's retirement is under the Public Employees Retirement System, or another Ohio Employee Retirement System..

- C. The employee shall receive payment for accrued and unused leave according to the following provisions:
 - 1. The employee must have ten (10) or more years of service.
 - 2. Pay shall be based on the employee's rate of pay at the time of retirement.
 - 3. The employee shall be paid, in full, for any accrued but unused vacation leave.
 - 4. The employee shall be paid, in full, for any acquired but unused personal leave.
 - 5. The employee shall be paid for accrued but unused sick leave according to the following schedule:
 - a. Employees shall receive payments of eighteen (18) hours of the abovementioned paid time, for each year of service.
(Example: 30 years x 18 = 540 hours)
 - b. Employees providing the Engineer with irrevocable notice of retirement twelve (12) months in advance shall receive payments of twenty four (24) hours of the abovementioned paid time, for each year of service. The employee shall be paid for accrued but unused sick leave according to the following schedule: (for example: 30 years x 24 = 720 hours.
- D. Upon retirement, payment for the various leaves, at the prescribed rate shall eliminate any and all credit otherwise accrued by the employee.
- E. An employee that does not provide written notice to the Employer of intent to resign or retire and absences themselves from work, in excess of three days, is subject to discharge in keeping with the terms of this Agreement.
- F. In the case of death of an employee, the Engineer will provide for such special arrangements as may be able to be agreed upon between the employees survivors for the final disbursement of funds due under the terms of this Agreement.

ARTICLE 30 LAYOFF/RECALL

- A. Whenever the Employer decides a layoff is necessary due to lack of work, or lack of funds, the Employer shall notify the Union and employees of the number of positions and number of employees to be effected. If such a reduction occurs, the provisions in this Article apply.

B. LAYOFF

1. If the Employer determines to implement a reduction in workforce, the employees to be so impacted and the Union shall be given at least fourteen (14) days advance notice of the effective date.
2. Necessary reductions shall first be attempted by natural attrition (quits, retirements, non-filling of vacancy, etc.).
3. Next, less than full-time and casual workers shall be laid off prior to the layoff of full-time employees.
4. Layoff shall occur in reverse order of seniority, except in those instances which would result in retaining an employee who does not have the ability to do the work available.

C. RECALL RIGHTS

1. Recall rights are for eighteen (18) months.
2. An employee shall be recalled from layoff in the inverse order of his layoff providing the employee has the ability to do the work available. An employee shall be conclusively presumed capable of performing the assignment held immediately prior to the layoff.

D. AGREEMENT IMPACTS & MODIFICATIONS

1. An employee on layoff does not accrue seniority time.
2. Layoff time is not considered a break in continuous service for seniority credit.
3. An employee may continue on the group insurance program by paying 100% of the employee's share of the monthly premium. Payment to be on dates and amounts as arranged between the employee and Employer. This provision is effective only if approved by the insurance provider.
4. Recall shall be initiated by U.S. Certified Mail, Receipt Requested, sent to the Employer's last address of record for the employee. The employee shall have seven (7) days from receipt of the notice to report to work.

**ARTICLE 31
EMPLOYEE PERSONNEL FILES**

- A. There shall be only one personnel file for each employee. It shall be kept for the employee by the Employer as a permanent file. All reports on employees shall be placed in the file. No anonymous reports will be placed in the file.
- B. Employees shall receive from the Employer a copy of any document placed in the file after the effective date of this Agreement. The employee may have written comments attached to any report, including disciplinary reports that are placed in the file.

- C. The employee, or Union designee, shall have the right of access to the file in keeping with the following:
 - 1. Permission must first be obtained from the Employer before access is given to the file.
 - 2. Access to the file will not be unduly denied at reasonable time.
 - 3. The Employer may charge a reasonable fee for copies of any materials obtained from the file, in keeping with Employer established general rules and regulations regarding same.
 - 4. Employees will not be allowed paid time to access his/her file.

- D. The Parties hereby agree that the requirements of the C.F.R. #49, §382 and the H.H.I.P.P. laws, materials, files and reports shall be kept in secure files, separate from the general employment folder of an employee.

ARTICLE 32
MANAGEMENT RIGHTS

- A. Except as specifically limited by the express terms of the Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer, including, but not limited to the right and responsibility to:
 - 1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Employer's standards of services, and the Employer's overall budget, utilization of technology, and organizational structures;
 - 2. Direct, supervise, evaluate, or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 - 6. Determine the adequacy of the work force;
 - 7. Determine the overall mission of the Employer as a unit of government;
 - 8. Effectively manage the work force;
 - 9. Take actions necessary to carry out the mission of the Employer as a governmental unit;
 - 10. Establish reasonable work rules, policies and directives not inconsistent with this Agreement.

- A. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of provisions in this Agreement.

ARTICLE 33
UNION RIGHTS

A. RIGHTS TO JOIN OR NOT TO JOIN THE UNION

Membership in the Union is available to all employees in the bargaining unit upon successful completion of the initial probationary period. Nothing herein shall require an employee to become a member of the Union as condition of employment.

B. UNION DUES/CHECK OFF

The Employer agrees to make payroll deduction of Union dues in keeping with the following:

1. The Union shall inform the Employer of the amount of Union dues, fees, and assessments. Any changes in same shall be notified to the employer thirty (30) days in advance of the effective date of change in deduction amount.
2. Deductions shall be made once a month from the employees pay. Monies so deducted shall be timely transmitted to the Union, at the mailing address provided by the Union.
3. The Union shall provide the Employer with a written payroll deduction authorization form that includes a statement of agreement to said dues deduction and signed by the employee.
4. The Employer shall cease making "check-off" deductions upon an employee's: (a) termination of employment, (b) move to a job outside the bargaining unit, (c) layoff from work, (d) approved extended leave of absence, or (e) revocation of the check-off authorization in accordance with applicable law to the terms of this Agreement.
5. The Employer shall not make dues deduction for an employee in any month that the employee failed to receive sufficient wages to equal the dues deduction amount and after required Federal and State deductions are made.
6. The Employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement and/or the term of recognition of the Union, whichever is longer.
7. Neither an employee or the Union shall have any 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 such error is claimed to have

occurred. If such claim of error is agreed to by the Employer, it shall be corrected at the next pay period in which Union dues are deducted.

8. Payroll deductions of dues shall be authorized for the Union only. No other organization attempting to represent the employees shall be granted payroll deductions of dues.

C. FAIR SHARE FEE DEDUCTIONS

An employee, after successfully completing initial probationary employment and does not join the Union, or any employee currently employed and not a member of the Union within thirty (30) days of the effective date of this Agreement, and upon having been employed for one hundred twenty (120) or more days, shall pay a Fair Share Fee to the Union as a condition of employment. Said Fee shall be in keeping with the following:

1. The Fair Share Fee amount shall be communicated to the Employer in writing by the Union.
2. The Fee shall be deducted automatically and without written authorization from an employee.
3. Fee deductions shall be made at the same time and in the same manner as Union dues deductions as set forth under this Article.
4. The Fair Share Fee shall not exceed the regular Union dues.
5. The Union represents to the Employer that it has and shall maintain in force throughout the term of this Agreement a Fair Share Fee reduction and challenge procedure for fee paying employees, which conforms to provisions of ORC 4117.09(C), Federal law and applicable State and Federal Court decisions.

D. INDEMNIFICATION OF EMPLOYER

It is specifically agreed that the Employer assume no obligation, financial or otherwise, arising out of provisions of this Article regarding the deduction of Union dues, fees, assessments, and Fair Share Fees; and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising out of 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.

E. UNION REPRESENTATION

1. **Union Representatives/Roster/Mailing Address**
The Union shall submit, in writing, the names of its Local Union officers, names and address of the Union Representative to receive correspondence from the Employer. In addition, the Union shall include the names of

employees that are Union Stewards for the purpose of processing grievances as set forth in the Agreement. The Employer will recognize the Local Union President and two (2) Stewards, in addition to one (1) identified non-employee Union Staff Representative, for purposes of grievance administration. The Union shall notify the Employer in writing of changes in officers of the Local Union, Stewards, and/or Staff Representative. Employees will not be recognized as Union representatives until the Union has presented such written documentation to the Employer.

2. Union Staff Representatives

Union Staff Representatives, not an employee of the Employer will be recognized by the Employer as a Union representative, in accordance with this Agreement, when the Employer receives written notification of same. Employer notification and recognition shall be in the same manner and frequency as stated elsewhere in this Agreement.

3. Non-interference with Work

The Union agrees that no Union Representative shall interfere, interrupt, or disrupt the normal work duties of other employees except to the extent authorized in this Agreement.

4. Non-employee Union Staff Representatives Site Visitations

The Employer agrees that one (1) non-employee officer or other Union Representative shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings provided under this Agreement. Such visitations shall not interfere with the normal work duties of employees except to the extent authorized in advance by the Employer and/or this Agreement.

F. BULLETIN BOARDS

1. The Employer shall provide and allow the Union to use bulletin boards in areas where employees usually congregate. The Union shall be responsible for materials posted. Union materials posted shall be source identified. Union postings may include Union information about: Union meetings, Union legislative bulletins, and other pertinent information relating to Union activities. The Union agrees not to post any materials of scandalous, scurrilous, or derogatory nature about the Employer, any candidate for public or Union office, nor any personal attack upon any employee of the Employer.

2. Upon written request from the Employer, the Union will immediately remove any document the Employer believes violates this provision.

ARTICLE 34
PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. In accordance with applicable law, the provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation and involvement or noninvolvement in the Union.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.
- C. 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 and/or Union activities.
- D. The Union recognizes its responsibilities as bargaining agent and agrees to equally represent all employees, regardless of Union membership or non-membership without discrimination, interference, restraint, or coercion.
- E. 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 35
POLITICAL ACTIVITY

- A. It is agreed pursuant to this bargaining agreement that the bargaining unit employees may engage in partisan politics;
- B. Pursuant to provisions of O.R.C. 4117.10 (A), such terms of this Contract shall prevail over provisions or any other restrictions of Sections 124.57, of the Ohio Revised Code.
- C. The parties agree that there shall not be any intimidation(s) or interference with employee political activities, for any reasons whatsoever.

- D. The parties agree that bargaining unit employee(s) may elect to have P.E.O.P.L.E. deduction(s) from their pay checks, and such deduction(s) as designated by the employee will be sent to the AFSCME, P.E.O.P.L.E., Post Office Box 65334, Washington, DC, 20035, by the Employer.

ARTICLE 36
NO STRIKE/NO LOCKOUT

- A. The Union agrees that neither it, its officers, agents, or representatives, individually or collectively, will cause, instigate, aid, condone, cause a work stoppage, or authorize a strike during the life of this Agreement.
- B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will cause, instigate, aid, condone, or authorize a lockout during the term of this Agreement.
- C. Labor disputes, if any, during the term of this Agreement, shall be handled through the grievance procedure.

ARTICLE 37
SEVERABILITY/CONFORMANCE OF LAW

In the event any provision herein is held invalid by any Court of Law of proper jurisdiction of this Agreement, such provision shall be deemed null and void to the limits imposed by the law. The parties shall immediately meet in an attempt to negotiate necessary language to make the remaining provisions whole.

ARTICLE 38
MODIFICATION

Any additions or modifications to the terms of this Agreement or the negotiation of the application, and/or interpretation of provisions of this Agreement may be made during the term of this Agreement only by mutual agreement of the Parties.

ARTICLE 39
ENTIRE AGREEMENT

- A. The parties acknowledge this Agreement results from the unlimited right and opportunity to make demands, proposals, concessions, and counter proposals in the negotiation process to any subject matter of which the State Employment Relations Board imposes an obligation to bargain. The understanding and agreements arrived at by the parties resulting from the exercise of that right and opportunity are set forth in its entirety in this Agreement. Therefore, the Employer and Union, for life of this Agreement, each knowingly, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to, or not covered or specifically referred to, in this Agreement, even though such matters may not have been with the knowledge of either party at the time they entered into this Agreement.
- B. This Agreement supersedes all previous understandings and practices between the parties and specifically sets aside Ohio Civil Service laws and related rules and regulations, where specifically referenced in the express terms of this Agreement.
- C. The provisions of this Agreement establish certain rights and benefits for the Union and employees which shall only be coextensive with the terms of this Agreement, and such rights and benefits shall terminate and cease upon the termination of this Agreement, except as mutually agreed to and as affected by operation of law.
- D. It is acknowledged that the Engineer, to the extent this Agreement requires actions be taken by the County commissioners or other elected county officials, is not able to dictate the actions of said other officials not liable for breach of contract for actions of omission by said other officials or agents of same, except as such changes may be made to the Health Care Plan. In such instances, the Parties agree to follow avenues available under Article 38.

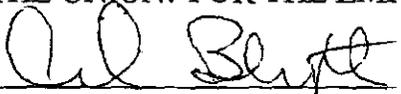
ARTICLE 40
DURATION

- A. This Agreement shall be effective as of midnight, January 1st, 2013, and shall be in force and effect until 12:00 midnight, December 31, 2015.
- B. During the term(s) of this contract, and, to the extent that provisions of this contract have been reached by amicable, collective bargaining, this Agreement may not be terminated, nor terms modified or amended by either party, except by mutual consent.
- C. The party desiring to re-negotiate, a subsequent Agreement shall give written notice no earlier than ninety (90) calendar days and not later than sixty (60) calendar days prior to the expiration of the second term of this Agreement. The parties shall commence negotiations within two weeks of receipt of such notice of intent to negotiate.

SIGNATURE PAGE

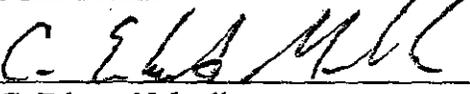
IN WITNESS WHEREOF, The Parties have agreed hereto and have set their hand this 1 day of JAN, 2013.

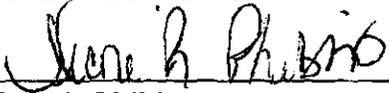
FOR THE UNION: FOR THE EMPLOYER:


Dave Blyth, AFSCME Ohio Council 8

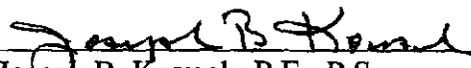

Joe Barnhouse, President Local 3764

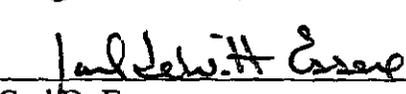
Mike Pleska


C. Edward Mueller

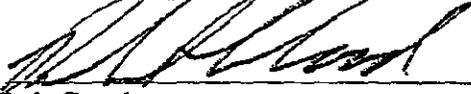

Nicole Phibbs

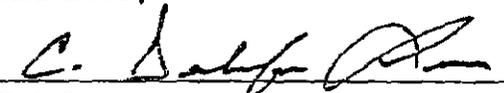
Date: 01-01-13


Joseph B. Kovach, P.E., P.S.


Carl D. Essex

Robert Seidel


Rob Good,


Delafon Luna

Date: 01-01-13

MEMORANDUM OF UNDERSTANDING

To the extent the parties have agreed to participate in the available Health Savings Account Plan the following shall apply:

The parties hereby agree to fully participate in the Health Savings Account Plan (HSA) effective no later than April 1st, 2013.

HSA accounts shall be established at an area financial institution as selected by a committee comprised of the Union's negotiating committee and a representative of management. For each year of the Collective Bargaining Agreement, the employer will contribute 5,000.00 (five thousand dollars) to each bargaining unit member's HSA account. The contributions shall be deposited during the first pay period of the year, except for the first year of the Collective Bargaining Agreement, when the contributions shall occur on or before April 1st, 2013.

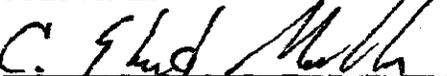
Agreed and signatures affixed:

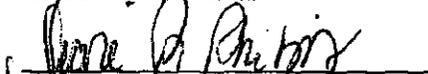
For AFSCME Local 3764


Dave Blyth, AFSCME Ohio Council 8


Joe Barnhouse, President Local 3764

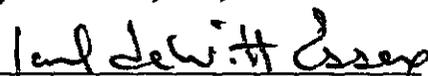
Mike Pleska


C. Edward Mueller


Nicole Phibbs

For the Engineer:


Joseph B. Kovach, P.E., P.S.


Carl D. Essex

Date: 01.01.13

Date: 01-01-13