



12-MED-11-1378
1552-01
K29704
05/06/2013

AGREEMENT BETWEEN

Marion County Engineer
(Highway Department)

And

American Federation of State, County and Municipal
Employees

AFL-CIO, Council 8

Local 2694
(Marion County Highway Department Bargaining Unit
Employees)

February 19, 2013- February 19, 2016

Case No. 2012-MED-11-1378

TABLE OF CONTENTS

Article

Article 1	Purpose	1
Article 2	Management Rights	1
Article 3	Union Security	2
Article 4	Union Recognition	4
Article 5	Non-Discrimination	5
Article 6	Union Representation	5
Article 7	Job Posting	7
Article 8	Labor Management Meetings	8
Article 9	Corrective Action And Personnel Files	9
Article 10	Work Rules	11
Article 11	Grievance Procedure	11
Article 12	No Strike/No Lockout.....	15
Article 13	Seniority	15
Article 14	Severability	16
Article 15	Holidays	17
Article 16	Sick Leave	18
Article 17	Vacation	21
Article 18	Layoff And Recall.....	23
Article 19	Health And Safety.....	23
Article 20	Hours Of Work And Overtime	25
Article 21	Leaves Of Absence	28
Article 22	Insurance	30

Article 23	Subcontracting	30
Article 24	Temporary Transfers.....	31
Article 25	Miscellaneous	31
Article 26	Probation Period/Performance Evaluations	32
Article 27	Waiver In Case Of Emergency	32
Article 28	Wages	32
Article 29	Duration Of Agreement	33
Article 30	Appendix A.....	36

ARTICLE 1 PURPOSE

This AGREEMENT, entered into by and between the Marion County, Ohio Engineer, hereinafter referred to as the “EMPLOYER” and Local Number 2694 and Council #8 of the American Federation of State, County and Municipal Employees, AFL-CIO, for and on behalf of the Bargaining Unit E Employees employed in the Marion County Engineer’s Department, hereinafter collectively referred to as the “UNION” and has as its purposes the following:

Section 1. To achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote improved work performance.

Section 2. To provide for the peaceful and equitable adjustment of differences which may arise.

Section 3. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

Section 4. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the State of Ohio Revised Code, State and Federal Laws, and the Constitution of the State of Ohio and the United States of America.

Section 5. To ensure the right of every employee to fair and impartial treatment.

Section 6. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all members within the Bargaining Unit defined hereunder.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union shall recognize the right and authority of the Employer to administer the business of the Marion County Engineer’s Department and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain full right and responsibility to direct the operations of the Marion County Engineer’s Department, to promulgate and enforce reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall and to reprimand, suspend, discharge or discipline for just cause, and to maintain order among the employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed and to subcontract or farm out work;

their sixtieth workday, shall pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union, nor shall fair share fees exceed dues paid by members of the Union who are in the Bargaining Unit covered hereunder. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-Union employees which conforms to federal law as required pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics of ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee.

Section 4. Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the internal Revenue Code shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare any such employee exempt from becoming a member of or financially supporting the Union. Any such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the internal Revenue Code mutually agreed upon by the employees and the representative of the Union. Any such employee shall furnish to the Union written receipts evidencing such payments and failure to make such payments or furnish such receipts to the Union shall subject the employee to the same sanctions as would non-payment of dues as herein provided.

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees and the Union hereby agrees that it will fully protect, indemnify, defend and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6. The Employer shall be relieved from making such individual check-off and/or fair share fee deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) in the case of checkoff deductions, revocation of the checkoff authorization in accordance with its terms or with applicable law.

Section 7. The Employer shall not be obligated to make dues deductions or fair share deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal such dues or fair share fee deduction.

Section 8. It is agreed that neither the employee nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have

occurred. If it is found an error was made, will be corrected at the next pay period that the Union dues and fair share fee deductions will normally be made by deducting the proper amount from the employee's pay. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the Bargaining Unit herein determined.

Section 9. The rate at which dues and fair share fees are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union from time to time provided, however, such rates shall not be changed more than two (2) times in any calendar year unless otherwise required by law. One (1) month advance notice must be given to the payroll clerk prior to making any changes in the individual's dues or fair share fee deduction.

Section 10. Deductions provided for in this Article shall be made from the employee's pay each pay period. A check, equal to the amount of all the deductions made from each pay period shall be remitted to the Union within ten (10) working days of the date such deductions are made. In the event a deduction is not made for any employee during any particular pay period, the Employer upon written certification and request from the Union, will make the appropriate deductions from the following pay period if the deduction does not exceed the total of two (2) months of dues or fair share fees, whichever is applicable, from the pay of such employee. Each remittance shall be accompanied by the following alphabetical list:

- 1) For all bargaining unit employees for which dues deductions were made, the name and social security number of each such employee and the amount deducted for each such employee;
- 2) For bargaining unit employees for which fair share fee deductions were made, the name and social security number of each such employee and the amount deducted for each such employee.

Section 11. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the local Union that the dues checkoff authorization has been revoked in accordance with its terms, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues reduction revocation was received by the Employer.

Section 12. All dues deductions at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement.

ARTICLE 4 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment for those employees of the Employer in the Bargaining Unit. Wherever used in the Agreement, the term "Bargaining Unit" shall be deemed to include those individuals employed full-time in and holding any one of the classifications listed in Appendix A regardless of whether or not the employee is a member of the Union.

Section 2. Notwithstanding the provisions of this Article, Management, confidential, supervisory, part-time, seasonal, and employees in the unclassified service shall not be included

Section 3. Should the Employer create a new position to perform work normally done by bargaining unit employees or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss the inclusion of the new or reclassified position in the bargaining unit.

ARTICLE 5 NON-DISCRIMINATION

Section 1. The employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity, genetic information, military status, sexual orientation, union membership or activity or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

Section 2. All references to employees in this Agreement designate both sexes and wherever one gender is used it shall be construed to include all genders.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his representatives against any legal employee activity of employees acting legally in an official capacity on behalf of the Union.

Section 4. 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 decline from the membership of the Union.

Section 5. The Union recognizes its responsibility as Bargaining Agent and agrees to equally represent all employees in the Bargaining Unit without unlawful discrimination, interference, restraint, or coercion.

ARTICLE 6 UNION REPRESENTATION

Section 1. International Union or Council representatives will be recognized by the Employer as Union representatives upon the receipt of a letter so identifying them and signed by Council 8 Regional Director or his designee.

Section 2. The Union shall submit in writing names of employees to act as Union Representatives for the purpose of processing grievances as defined in the Grievance Procedure. These persons shall be the President or in his or her absence, the Vice-President and no more than one (1) steward who are all employees of the Marion County Engineers Department employed in the Bargaining Unit covered hereunder. The Employer shall be notified in writing of changes of all officers of the Local and stewards. Employees shall not be permitted to

function as a Union representative until the Union has presented the Employer with written certification of that person's election.

Section 3. The Union shall provide the Employer an official roster of its officers and local Union representatives which is to be current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Union office held.

Section 4. The Local Union representatives shall confine their activities to the investigation and processing of grievances to non-work times such as lunch periods and any authorized break period and not more than four (4) hours work paid time per week upon advanced approval of their supervisors, such approval shall not be arbitrarily denied. In the event the supervisor does not approve such a request, the supervisor will give the representative a reasonable alternate time period for the requested investigation and processing of a grievance.

Section 5. Rules governing the activity of the Local Union representatives are as follows:(1) the Local Union representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities, (2) the Local Union representatives shall identify the reason for the request at the time Union activity time is requested, (3) the Local Union representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of that area the nature of the Union activity, (4) the Local Union Representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Local Union Representative's immediate supervisor.

Section 6. The Employer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon twenty-four (24) hours advance notice to the Employer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend other meetings covered herein.

Section 7. Upon request from the Union President, the Employer shall provide the Union with a list of new bargaining unit employees hired within the past thirty (30) days, containing name, address, phone number, and classification.

Section 8. The President or Chapter Chairperson of Local2694 employed by the Engineer and no more than two (2) additional employees of the Engineer shall be granted up to five (5) days unpaid leave per year to attend an annual conference called by the Union, provided the Union gives the Employer not less than one (1) calendar month written notice in advance of the conference.

Section 9. The Employer agrees to provide to the Union a bulletin board, centrally located in the Engineering Department which may be used by the Union for posting notices. All Union

Section 4. The Employer shall give first consideration to those timely filed applications of qualified employees in the bargaining unit.

Section 5. Selection to fill the vacant position shall be made by the Employer on the basis of seniority, mental and physical ability to do the job and previous experience and training in performance of the duties of the vacant position. The position shall be awarded to the bidder who holds the greatest seniority that is best qualified for the position. If no qualified employee bids on the opening, the Employer may hire a new person to fill the vacancy.

Section 6. If two or more employees are substantially equal in meeting the criteria outlined in Section 5 herein, then seniority shall govern with respect to filling the vacancy.

Section 7. The employee selected shall be placed in the position within fifteen (15) days after the posting comes down and shall receive the pay including any training period, immediately upon filling the position.

Section 8. The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the Bargaining Unit covered hereunder which carries a higher salary range than that previously held. A lateral transfer shall be defined for the purposes of this Article as the act of placing an individual in a position within the Bargaining Unit covered hereunder which carries the same salary range as the position which the employee previously held.

Section 9. Within five (5) working days after the Employer fills a job vacancy, the Employer will notify the Union in writing as to the name and seniority date of the person selected to fill the vacant position.

ARTICLE 8 LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor management relations, upon the request of either party, the Employer and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious Management-Labor relationship. At the Union's option, one (1) representative from Council may also be present.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting.

The purpose of such meeting shall be to:

Discuss the administration of this Agreement;

Notify the Union of changes made by the Employer which may affect Bargaining Unit members of the Union;

Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually beneficial to the parties;

Section 6. An employee shall be given a copy of any disciplinary action entered in his personnel record and upon written request shall be given a copy of any other particular item contained in his personnel record.

Section 7. An employee shall have access to his or her individual personnel file for review during normal business hours. No more than one (1) employee shall be granted such a request in any one day.

Section 8. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in their personnel file.

Section 9. No member of the Bargaining Unit shall be discharged, suspended or taken out of County Service for disciplinary reasons unless there is a review hearing before the county Engineer or his designated representative concerning the merits of the charge or charges brought against the employee. Insofar as practical, the employee's immediate supervisor or other party recommending disciplinary action shall be present at such review hearing. An action of an employee that involves serious misconduct may result in the employee being relieved from duty for a period of time not to exceed five (5) working days without pay pending the review hearing. In the event, however, after the review hearing it is determined that the employee should not be suspended and/or discharged, then and in such event, the employee shall not suffer a loss in pay during the period of time of the suspension pending the review hearing. The review hearing shall be scheduled by the Employer within five (5) working days after the date of the incident or within five working days of the date the Employer reasonably should have been aware of the action giving rise to potential disciplinary action unless an extension is agreed to by the suspended employee or by the Union on his behalf. If an investigation requires more time to complete, the parties may agree to extend the time period. Such extensions will not be unreasonably withheld. The employer shall furnish the Union and Employee(s) a written response, as to the result of the review hearing within five days of holding the reviewing hearing. Time lines will be extended if the incident involves criminal activity under investigation by a law enforcement agency.

Section 10. The employee and the Union President or Union Steward who participated in the review hearing will be notified in writing that the employee has been suspended and is subject to discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance at the Second Step of the grievance procedure, provided such grievance is presented to the Engineer or his designee in writing within three (3) working days after written notice of the suspension and/or discharge was received by the employee and the Union President, and the grievance shall thereafter be handled in accordance with the grievance procedure set forth in Article 11 of this Agreement.

An employee found to be unjustly suspended or discharged shall be reinstated with full back pay for all lost time and, in addition, shall be paid an additional sum equal to the cost to the Employer of all fringe benefits not provided to the employee during the period of such suspension or discharge which the employee would have received had he not been suspended or discharged.

The affected employee, at his or her option, may be permitted a Union representative present at such hearing. However, the Employer shall not be required to postpone the hearing due to the Union Representative's schedule.

Section 11. Equipment Operators who are or become uninsurable at standard rates under the Department's motor vehicle liability insurance plan shall be reassigned to the Highway Maintenance Worker Classification and rate of pay.

ARTICLE 10 WORK RULES

Section 1. The Union recognizes that the Employer has the right to promulgate reasonable work rules. The Union and each employee shall receive a copy of these aforementioned work rules and modifications thereto. Such work rules shall be posted.

Section 2. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum, five (5) days in advance of the anticipated change in the work rule, except during emergency situations.

Section 3. As soon as possible following the signing of this Agreement but not to exceed sixty (60) calendar days, all Union employees shall receive one (1) copy of this Agreement from the Employer. Such costs of duplication shall become equally by the parties hereto.

Section 4. Work rules, policies and directives are to be interpreted and applied fairly and uniformly to all employees.

Section 5. Should any work rule or County personnel policy as applied to any employee in the bargaining unit conflict with the specific provisions of this Agreement, such work rule or County personnel policy shall be invalid as applied to the Bargaining Unit employees and immediately cease to be used in connection with the Bargaining Unit employees.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 3. Any employee who wishes to appeal disciplinary action taken by the Employer against him which disciplinary action is of a nature that qualifies for appeal under the rules of the State Personnel Board of Review shall not have the option of filing an appeal with the State

Personnel Board of Review, but shall utilize the grievance procedure contained in this Agreement (Article 9, Section 10) as his sole remedy.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving a suspension which shall be introduced at Step 2 of the grievance procedure.

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

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

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

- 1) Aggrieved employee's name and signature;
- 2) Aggrieved employee's classification;
- 3) Date grievance was presented to Management Representative;
- 4) Name of supervisor with whom grievance was discussed;
- 5) Date and time grievance occurred;
- 6) Where grievance occurred;
- 7) Description of incident giving rise to the grievance;
- 8) Articles and Sections of Agreement violated;
- 9) Relief requested.

All written grievances shall be filed on the form attached to this Agreement as Appendix D. Any grievance not filed on this form shall not be valid and shall not be considered.

Section 5. The following steps shall be followed in the processing of a grievance;

In order for an alleged grievance to receive consideration, the grievance must be identified as such and presented within five (5) working days after the occurrence of the incident giving rise to the grievance. If the employee can prove beyond a reasonable doubt that he was unaware of the incident within the specified time limits, he shall have seven (7) working days from the time he can substantiate he became aware of the incident in which to file a grievance. In no case shall the time limit in which to file a grievance exceed ten (10) working days. If the grievance is not filed in a timely manner, it shall be deemed not to have existed.

STEP 1: An aggrieved employee must present his grievance to the Highway Superintendent in writing within five (5) working days after the occurrence of the incident giving rise to the grievance. The written grievance shall state the specific Article and Section of this Agreement alleged to be violated as well as all other relevant information pertaining to the grievance. The Highway Superintendent or his designee shall investigate the matter and meet with the grievant and/or his Union Representative and shall give his written answer to the grievance within seven (7) working days.

STEP 2: If the employee and the Highway Superintendent and/or his designee, are unable to resolve the grievance, and the grievance is a written warning or above in progressive discipline, the aggrieved employee may process the grievance further by presenting the written grievance to the Marion County Engineer within three (3) working days after receipt of the Step 1 answer.

The Engineer and/or his representative shall meet with the grievant and/or his Union Representative within ten (10) working days to discuss the grievance and the Engineer and/or his representative shall provide a written answer to the grievant within ten (10) working days after said meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the Union as hereinafter provided. In the event the grievance is a matter for which relief is available under administrative or judicial remedies, the grievance shall not be considered for arbitration.

The Union, based upon the facts presented, have the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon a determination to submit the dispute to arbitration, and after written notice from the initiating party to the other party, the parties shall meet within five (5) working days to jointly draw up the issue to be presented to the Federal Mediation and Conciliation Service for arbitration in accordance with the Service's then prevailing rules and practices for voluntary labor arbitration.

The Arbitrator shall limit his or her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

- 1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws;
- 2) Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law. Limiting or

interfering in any way with the powers duties, or responsibilities of the County Commissioners under its rule making powers not inconsistent with this Agreement;

- 3) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement;
- 4) Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to the extent such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any Article or Section hereof, the matter in question falls within the exercise of rights set forth in the Article of this Agreement entitled "Management Rights";
- 5) Concerning any change in the wage rates for the classifications set forth in this Agreement;
- 6) Providing an agreement for the parties in those cases, where, by their conduct, they have agreed that future negotiations should occur to cover the matter in dispute;
- 7) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator shall be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be final and binding upon the Employer, the Union and the employee or employees involved. The award, if in favor of the grievant, will be promptly implemented by the Employer.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room, shall become equally by the Employer and the Union. The expenses of the non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her working hours during the day of the hearing.

Section 6. When an employee covered by this Agreement represents himself in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement.

Section 7. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 8. Management shall be obligated to notify the Union, in writing, the titles of individuals designated to redress grievance matters in Steps 2 and 3 of the procedure.

ARTICLE 12 NO STRIKE/NO LOCKOUT

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that during the term of this Agreement there shall be no unlawful interruption to the work for any reason whatsoever, nor shall there be any work slowdown or other interference with these services.

Section 2. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union agree that their mutual responsibility is to provide for uninterrupted service to the citizens of Marion County. Therefore,

- A. The Union agrees that so long as this Agreement has force and effect, neither it its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer.
- B. The Employer agrees that neither it, its officers, agents, or representative, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of employees of the Bargaining Unit.

ARTICLE 13 SENIORITY

Section 1. Employees shall hold seniority during the term of this Agreement in accordance with the provisions of this Article.

Section 2. Seniority is defined as an employee's length of continuous service with the Employer in the bargaining unit.

Section 3. Each bargaining unit employee who has completed his probationary period shall hold seniority from his most recent date of hire. Employees hired on the same date shall be listed alphabetically on the seniority list for this date of hire and shall be deemed to hold seniority in this order.

Section 4. New employees and those hired after a break in seniority shall be regarded as probationary employees until they have completed three hundred sixty-five (365) calendar days of employment and during such period their retention as employees shall be entirely within the discretion of the Employer. If probationary employees are retained in the employ of the Employer beyond the probationary period, they shall become regular employees and shall acquire seniority as of the date of their most recent hire.

Section 5. An employee's seniority and right of employment shall terminate if:

- a) He is discharged for cause; or
- b) He voluntarily quits; or
- c) He is absent from work, without approval, for three (3) consecutive working days unless he has a justifiable reason for such absence and has notified the Employer of such reason prior to the end of this regular shift on the third day of such absence; or
- d) He is recalled from layoff, does not respond within three (3) working days after receipt of certified mail notice mailed to his last known address on file with the Employer, or having responded indicating his intention to return to work, fails to report to work when scheduled after receipt of such notice; or
- e) After a leave of absence has expired, he fails to return to work the working day following the expiration of such leave; or
- f) He accepts other employment while on leave of absence contrary to the terms of his leave of absence; or

Is laid off for a period of time equal to his accrued seniority or for twenty-four (24) months, whichever is less; or
- g) He is transferred out of the bargaining unit; or

Section 6. An authorized leave of absence does not constitute a break in seniority provided the employee returns to active service following the expiration of the leave.

Section 7. Within thirty (30) days after the effective date of this Agreement the Employer shall post a current seniority list for bargaining unit employees in a conspicuous place in the Highway Department Garage, which seniority list shall be updated and re-posted no less than every six (6) months during the term of this Agreement.

ARTICLE 14 SEVERABILITY

Section 1. This Agreement is subject to all applicable Federal and State laws, Civil Service Rules and Regulations, and such laws, provisions, or any judicial decisions interpreting them provided, however, that on and after April 1, 1984, the provisions of this Agreement shall

Section 6. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, at least thirty (30) minutes prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's immediate supervisor.

Section 7. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. The Employer shall develop and implement a corrective disciplinary policy on the abuse of sick leave.

Section 8. Physician Statement. Employees with an illness or disability for three days or more will be required to furnish a statement from his physician before returning to work notifying the Employer that the employee was unable to perform his duties during the period of absence and is now able to return to work.

Section 9. Physician Examination. The Employer may require an employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or mental capability to perform the duties of his position. If found not qualified, the employee will be placed on sick leave or disability leave or be disability separated. The cost of such examination shall be paid by the Employer.

Section 10. Retirement Sick Leave Conversion. Any employee who retires after ten (10) years continuous service under the provisions of the Public Employees Retirement Act, or any other substitute plan of the State of Ohio or Marion County will be compensated for accumulated sick leave at the time of retirement, upon the basis of one (1) day's pay for every four (4) days of sick leave, with a maximum accumulation of 120 days sick leave.

Section 11. Sick Leave Incentive. Any employee who, as of December 1st of any calendar year, has used less than thirty-six (36) hours of sick leave for that calendar year, shall, at this option, have the right to cash in one (1) day of his accumulated sick leave and receive eight (8) hours of pay for it at his then current hourly rate provided, however, he gives written notice of such election to the Employer after December 1st but prior to December 8th of such year. The Employer shall make such payment to the employee with the second pay period in December of such year. Also, each employee who does not use any sick leave in a six-month period will receive one (1) additional personal day. You can receive up to two (2) additional personal days per year for no sick leave usage. Any earned day must be used within six (6) months of the accrual.

The six-month periods are January 1st to June 30th and July 1st through December 31st of each calendar year for the duration of this agreement.

Section 12. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- i). Illness or injury of the employee or a member of his immediate family which requires the employee's presence with his immediate family member;
- ii). Death of a member of an employee's immediate family. An employee, who has a death to their spouse, child, parents, stepchild or stepparent/guardian that has raised you, will be allowed to take up to 5 days leave. Leave can be taken as sick leave, vacation leave, comp time or without pay, as long as there is no other time available. For any other members of the immediate family, as defined in this agreement, will be for 3 days leave. Leave can be taken as sick leave, vacation, comp time or without pay if no other leave time is available. If the funeral is out of state, then a request must be made to the Engineer.
- iii). Medical, dental or optical examination or treatment of the employee or a member of his immediate family which requires the presence of the employee with the member of his immediate family, and has been approved in advance by the Employer. All such requests shall be in writing."

Section 13. Definition of Immediate Family. For purposes of Section 124.38 O.R.C. and for the purposes of this Agreement, the definition of 'immediate family' shall include and be limited to the employee's spouse, children, step-children, parents, grandparents, siblings, grandchildren, step-grandchildren, daughter-in-law, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law and guardian.

Section 14. When an employee is injured at work for the Employer, the employer may pay seventy five percent (75%) of the employees' hourly rate to the employee instead of the employee filing a workers compensation lost time claim. This will be decided by the engineer or his/her designee on a case by case basis. It is agreed between the Employer and the Union that employees will not be required to take any earned sick leave, vacation time, or compensatory time. The employees will still be required to file with Workers Compensation for medical expenses. The employee agrees that deductions from his/her pay will proceed as normal such as health care, union dues, PERS, and/or any other deductions approved by the employee or this contract. Sick leave and vacation time will not accumulate during this period.

The Employer will carry the employee's benefits for up to six months after any FMLA protection has expired, while the employee is on worker's compensation as long as the employee pays his share of the cost of insurance. If an employee does not pay his portion of insurance then the employer is under no obligation after that point. Payment must be made in advance and paid to the Marion County Auditor or the Marion County Engineer's office.

Section 15. If an employee has been injured at work and provides a licensed physician statement stating his/her restrictions which would allow the employee to perform available light duty then the employee will be allowed to return to work on limited duty. Every month, within a few days of the original date of return, the employee must provide a doctor's statement. While on transitional work, employees will accrual vacation and sick leave at their normal rate.

3. For those entitled to 160 hours annual vacation:

6.2 hours per pay period

4. For those entitled to 200 hours annual vacation:

7.7 hours per pay period

Section 4. No employee will be entitled to vacation neither leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

Section 5. The Employer will give vacation preference to employees on the basis of seniority with the department with the most senior employees receiving preference where it is practical, provided the employee's request for vacation time off is submitted in writing to the Employer on forms provided by the Employer on or before the vacation request deadline date established for the department. The Employer will post the vacation schedule for the affected employees within thirty-five (35) days following the vacation request deadline date. Employees not requesting their vacation by the deadline date will be scheduled for vacation as the operational needs of the Employer permit on a first come, first served basis, irrespective of seniority. Employees shall receive a copy of the "Certificate of Vacation/Leave Time" form as soon as possible after disposition by the Engineer.

Section 6. Bargaining unit employees shall be allowed to carry-over up to two (2) years of accumulated vacation time as of December 31st. Any employee that has more than two (2) years accumulated vacation on the books as of 1-1-04 will be grand-fathered in and be allowed to carry that amount until they pass their next accrual rate as outlined in Section 1 of this article.

Other employees with less than their two year maximum carryover will be allowed to cash in up to one (1) weeks vacation in 4 hour increments. Vacation to be cashed in must be able to be carried over. Requests are to be in writing between November 15th and November 30th. Payout is for the first pay in December that does not include November 30th.

Section 7. Upon separation from the Employer's payroll, an employee shall be entitled to the compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation up to three (3) years. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

Section 8. Vacation leave is earned while on vacation, sick leave or compensation time but not earned while performing overtime.

Section 9. Full-time employees who are in active pay status less than the normal schedule during a given pay period, will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.

Section 2. The Employer shall continue to make adequate provisions for safe working conditions and for healthful sanitary surroundings insofar as the nature of the work and the Employee's facilities will permit for its employees during the hours of their employment

Section 3. The Employer and the Employees shall abide by all applicable Federal and State and local safety laws, rules and regulations. The Union agrees to notify the Employer immediately, in writing, of any safety hazard or safety violation observed by it. Union members who fail to immediately notify the Employer may be disciplined.

Section 4. Should the Employer require any member in the bargaining unit to wear uniforms or special safety clothing or devices, such items will be furnished by the Employer and all costs, including laundering, replacement and repairs, shall be borne by the Employer? This does not include shoe repairs.

Section 5. The Employer shall make available to each employee in the bargaining unit hard-hats, standard safety glasses and safety vests when the job being performed warrants wearing such items or when supervision states safety items are to be worn.

Section 6. All employees who are injured during the course of their employment shall file an accident report on forms furnished by the Employer no matter how slight or insignificant the injury may appear. Such accident reports shall be completed and filed by the employee as soon as possible after the accident.

Section 7. All vehicles which are operated by employees shall be inspected at least annually by the Employer. Any safety deficiencies revealed by such inspection shall be promptly corrected by the Employer.

Section 8. An employee shall not be disciplined for a good faith refusal to engage in an unsafe or dangerous act or practice which is abnormal to the place of employment and/or position description of the employee. Such a refusal shall be immediately reported to the Highway Superintendent for evaluation. An employee confronted with an unsafe situation must assure the health and safety of a person entrusted to his care or for whom he is responsible and the general public by performing his duties according to Department policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

Section 9. The Engineer agrees that toxic substances used in the workplace will be appropriately identified.

Section 10. During the term of this Agreement the parties shall maintain a Joint Safety Committee composed of not more than three (3) bargaining unit members designated by the Union and three (3) management representatives designated by the Employer. The purpose and authority of the Joint Safety Committee is to study and review safety issues and make recommendations to the Engineer for improved safety conditions. The Committee shall meet at the request of either party and as major safety issues arise.

ARTICLE 20

HOURS OF WORK AND OVERTIME

Section 1. The standard work week for full-time employees shall be forty (40) hours consisting of five (5) consecutive days of eight (8) consecutive hours each day, exclusive of lunch period, commencing on Monday. The standard work week shall not be changed except to meet operational or financial emergencies. However, management may initiate summer work hours. The standard pay period shall commence on a Sunday and shall cover a period of fourteen (14) days next following.

Section 2. An employee required by the appropriate administrative authority to work in excess of the standard work week in any one (1) payroll week shall be paid for such weekly overtime, at the rate of time and one-half (1-1/2) his regular straight-time hourly rate.

There shall be no pyramiding or duplication of any overtime.

Section 3. For the purposes of overtime calculation, all hours in active pay status shall be considered hours worked during that payroll week.

Section 4. In instances of Special Callout wherein an employee is required, in cases of emergency as determined by the Employer, to work beyond his standard work week, he shall be paid in the following manner. Time actually worked shall be paid at the rate of time and one-half (1-1/2) his regular straight time hourly rate, but in no case shall an employee receive less than two (2) hours pay at his overtime rate for the Special Callout period. As used herein, the term "Special Callout" shall mean a callout on a non-scheduled workday or a callout on a scheduled workday to report more than two (2) hours prior to the beginning of the employee's scheduled shift or to report back to work after the employee has returned home after the completion of his scheduled shift.

Section 5. Employees shall elect every Friday whether to receive overtime pay or compensatory time, at the appropriate rate, for all hours worked. To receive compensatory time place a "C" on the time card, to receive overtime place a "W" on the time card. Place your initial next to your selection on the time card. Only employees are allowed to make the selection on the time card. If the employee has made no selection the employer shall pay the overtime as wages. Compensatory time can be accumulated November 15th through November 1st of the following year. All compensatory time not taken by December 31st of the following year will be paid to the employee on the last pay period of this second year. At no time is an employee to have more than two hundred and forty (240) hours compensatory time to their credit. An employee with two hundred and forty (240) hours of compensatory time to his credit who earns additional overtime compensation, shall have such additional overtime compensation paid to him with his pay for the pay period in which it is earned.

Section 6. No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

Section 7. A full-time employee shall be any employee who works a regularly scheduled work week equal to the standard work week of the department to which he or she is assigned.

Section 8. A part-time employee shall be any employee who works a regularly scheduled work week that is less than the standard work week of the department to which he or she is assigned.

Section 9. The Employer shall not employ part-time employees for the purpose of causing the layoff of full-time employees or reducing the work week of full-time employees.

Part-time, casual and seasonal employees shall not be assigned overtime unless:

- 1) Such part-time, casual or seasonal employee is working on a crew during the regular straight time hours which crew continues that days' job on overtime; or
- 2) An emergency situation exists which does not reasonably allow the Employer ample time to contact a regular full-time employee to work such overtime; or
- 3) All available full-time employees have been asked to work such overtime.

Section 10. Except during emergencies as defined in this Agreement, employees shall not be required to work more than sixteen (16) consecutive hours during an one (1) work day.

Section 11. During periods of excessive snowfall, employees' work schedules may be temporarily changed to provide additional hours of snow removal. Following assignment to a different work schedule than the schedule normally worked by the employee, the employee shall be permitted to work no less than four (4) hours of his regularly scheduled shift.

Section 12. Each employee of the bargaining unit shall be granted a one-half (1/2) hour meal period without pay during each regular work shift as scheduled by their immediate supervisor.

Section 13. Each employee of the bargaining unit shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift as scheduled by their immediate supervisor. Employees shall be considered on duty and on call during the rest period. The rest period shall be considered as part of the standard work day schedule.

Section 14. For the purposes of establishing the work week and work day the following shall govern:

The work week shall start 12:00 midnight Saturday and end seven (7) consecutive days later at 12:00 midnight Saturday.

The work day shall start at 12:00 midnight and end twenty-four (24) hours later at 12:00 midnight

Section 15. Except as otherwise provided in this Article, the parties recognize and agree that this contract does not require mandatory overtime. However, the parties also recognize and agree that if the employer is not able to obtain sufficient volunteers to work the overtime after exhausting the procedure described above, then the Employer may use supervisory or contract labor to meet the needs of the Employer. The call-in list shall be maintained and conducted as described below:

- (A) All employees will be given an equal opportunity to earn overtime on a continuing basis. Qualified employees, within the same classification, will have overtime recorded on an equalization list by computing overtime worked and overtime offered but declined.
- (B) On each occasion the opportunity to work overtime will be offered to the employee in the same classification who has the least number of overtime hours to his credit at that time. If an employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work.
- (C) If an employee turns down overtime or is unable to respond when contacted for overtime, the number of hours offered shall be credited to his overtime hours. Between November 1st and April 30th employees who have refused overtime for snow removal or failed to answer the call to their primary and secondary phone contact numbers within ten (10) minutes for overtime on three (3) occasions each season will be subject to disciplinary action. Snow removal is an essential job function and must be performed, upon request, by bargaining unit employees. Failure to respond will be reviewed on a case-by-case basis and documentation of absence from duty will be required. The only exception to this requirement is if a doctor's statement is provided.
- (D) If an employee is not offered the opportunity to work overtime when entitled, he shall be offered the next overtime opportunity. Those hours not offered when initially entitled shall not be included in hours credited when worked. If an employee believes he was not offered overtime when he was entitled, he must notify the timekeeper within seventy-two (72) hours or the missed opportunity is deemed waived.
- (E) A record of the overtime hours worked and of overtime hours offered but not worked, by each employee, shall be posted on the bulletin board in the garage. Each time overtime is offered and charged the list will be updated.
- (F) When a new employee is hired, he will be credited one hour greater than the highest number of overtime hours on the equalization list in order to place them on the equalization list.
- (G) Employees must provide a single number, if available, for the Highway Superintendent or his representative to call the employee to come to service. If the employee has an answering machine or a cell phone with the ability to take a message, a message will be left and the employee will have ten minutes to respond to the message. If the employee does not respond within the prescribed time period, the employer will continue with the overtime call out and the employee(s) will be charged for all hours worked by the employee(s) that accepted the overtime assignment.

Section 16. For purposes of computing hours worked, time records shall be rounded to the nearest tenth of an hour.

ARTICLE 21 LEAVES OF ABSENCE

Section 1. Types of Leaves. Employees may be eligible for the following types of leaves of absence without pay in accordance with the provisions set forth:

Family Leave under the provisions of the Federal Family and Medical Leave Act (FMLA)

Personal Leave

Military Leave

Court Leave

Section 2. Authorization of Leave. Except for Family Leave under the provisions of the FMLA the authorization of a leave of absence without pay is a matter of administrative discretion. The County Engineer, or other designated representative of the Employer, shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested and authorized on a form designated by the Employer.

Section 3. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 4. Miscellaneous. An employee who becomes sick or pregnant shall immediately notify the Employer of such sickness or pregnancy and shall be permitted to continue work only if:

- a) The employee has on record with the Employer a current letter from his or her physician attesting to the employee's ability to continue the duties of his or her job without detriment to the employee or other employees, and in the case of pregnancy, the anticipated date of delivery; and
- b) The employee secures continuing letters of clearance from his or her physician as reasonably requested by the Employer.

The Employer may require an employee to submit a medical examination conducted by a mutually agreed upon licensed physician, at the expense of the Employer, before the employee returns from a leave of absence to determine his ability to perform the duties of his work.

Section 5. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 6. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the appointing authority shall cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 7. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence 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 to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Employees shall be entitled to receive the difference between their regular rate of pay and their base rate of military pay for the purpose of complying with this Section.

The employee is required to submit to the Employer an order of statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 8. Emergency Military Leave. Employees, who are members of those components listed in Section 7 above, shall be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be WITHOUT PAY if exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 9. Court Leave. The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision during his/her regular duty 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 of normal working hours. An employee released from court or jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

Section 10. Subpoenas. Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, and Board of Review hearings.

Section 11. Court Leave for Personal Matters. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic courts, divorce proceedings, custody,

appearing as directed with juvenile, etc. These absences would be leave without pay, vacation, or deduction from the accumulated compensatory time.

ARTICLE 22 INSURANCE

Section 1. During the term of this Agreement the Employer shall offer all eligible full-time bargaining unit employees who have completed their new hire probationary period or sooner if required by law health insurance coverage through the plan or plans, being offered through the Marion County Commissioners.

Section 2. A copy of the current Master Policy setting forth the coverage of the existing policy is available for review in the County Engineer's Office and is incorporated herein as part of this Agreement by reference.

Section 3.

- A. The Employer shall pay eighty-five percent {85%} of the health insurance premium and the employees shall pay fifteen percent (15%) of the health insurance premiums.
- B. The employee's portion of such insurance premiums shall be paid by payroll deduction without further authorization required.
- C. In addition to the foregoing and so long as the Marion County Commissioners offer a group dental plan for each county employee, the Employer shall pay the monthly premium for dental coverage for each employee. All premium charges for the employee's spouse and/or dependents, if the employee elects dental coverage for his spouse and/or dependents, shall be paid by the employee through payroll deductions without further authorization.
- D. If the County makes any changes to the Insurance coverage or premiums that would be a benefit to the employees, those changes would be effective for this group.

Section 4. If the County makes adverse changes in the current insurance coverage and Health Savings Account, the Union or the Employer may with a thirty day notice from open enrollment, re- open negotiations on insurance and wages for effects bargaining.

Section 5. If the employer's 85% goes over a 10% increase in any year the employer and the employee shall split the increase that is over the 10% by 50/50.

ARTICLE 23 SUBCONTRACTING

The Engineer will not contract out or farm out work for the purpose of displacing bargaining unit employees.

Agreement shall be and remain residents of Marion County as a continuing condition of employment.

ARTICLE 26 PROBATION PERIODS/PERFORMANCE EVALUATIONS

Section 1. New Hire Every newly hired full-time employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the department and shall continue for a period of Three hundred sixty five calendar days.

Section 2. Promoted Employees. The probationary period for a newly promoted employee shall begin on the first day for which the employee receives compensation for the new classification from the department and shall continue for a period of ninety (90) calendar days. Employees promoted to non union position have no rights under this agreement. Within 45 days of the probation period, an employee will be allowed to “disqualify” themselves and return to their former position. In the event the employee does not successfully complete the probation period, he/she will be returned to their former position.

Section 4. New Hire Probationary Evaluations shall not be subject to appeal. Probationary newly hired employees may either join the Union or pay fair share fee during their probationary period.

ARTICLE 27 WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Marion County Commissioners, the Federal or State Legislature, or the Marion County Engineer, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances(s)) had property progressed.

ARTICLE 28 WAGES

The wages for 2013 are as follows:

Range 9	\$16.91
Range 11	\$16.97
Range 13	\$17.70

Within the first or second pay period following ratification of the Agreement, bargaining unit employees then employed will receive a six hundred dollar (\$600) one-time lump sum payment.

Effective February 20, 2014, bargaining unit employees, except Range 9, will receive a thirty cent (\$0.30) wage increase to be added to their current hourly wage.

The wages for 2014 are as follows:

Range 9	\$16.91
Range 11	\$17.27
Range 13	\$18.00

Effective the first pay period in December, 2014, bargaining unit employees then employed will receive a four hundred dollar (\$400) one-time lump sum payment.

Effective February 20, 2015, bargaining unit employees, except Range 9, will receive a thirty cent (\$0.30) wage increase to be added to their current hourly wage.

The wages for 2015 are as follows:

Range 9	\$16.91
Range 11	\$17.57
Range 13	\$18.30

Effective the first pay period in December, 2014, bargaining unit employees then employed will receive a four hundred dollar (\$400) one-time lump sum payment.

ARTICLE 29 **DURATION OF AGREEMENT**

Section 1

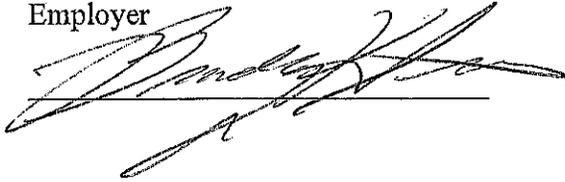
1. This Agreement shall be effective retroactive to February 20, 2013 and shall remain in full force and effect until February 19, 2016 unless terminated in accordance with the provisions of this Agreement; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party.
2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

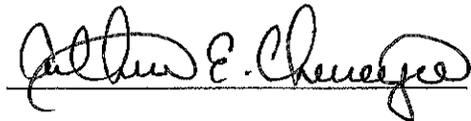
The following will apply if Interest Based Bargaining is selected:

1. Type of Bargaining: The parties agree to attempt to utilize interest based bargaining (IBB) for contract negotiations. If the parties have not mutually agreed to IBB within ten (10) days of the mailing of the notice to negotiate, the parties shall proceed with traditional bargaining. Once the IBB process has been initiated, either party may elect to discontinue the IBB process and return to traditional bargaining after giving the other party notice of such desire, and after completing one additional session.
 2. Time for Bargaining: The Engineer agrees that members of the Union negotiation committee will be permitted release time, on -duty hours, with no loss of pay for the purpose of negotiations, and training as follows: Actual negotiations and training will be conducted fifty percent (50%) on-duty hours and fifty percent (50%) off-duty hours.
 3. Union Negotiation Committee: The Union negotiation committee shall consist of four (4) bargaining unit members, including the Local Union President or his/her designee, as selected by the Union; and the Union Staff Representative. The parties may also mutually agree on observers.
 4. Location: The location of negotiations will be mutually agreed upon. If no agreement can be reached, the State Employment Relations Board mediation shall select a neutral location and the parties will divide the expense.
3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer(s) and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
 4. Provisions of this Agreement shall be extended on a day-to-day basis beyond the expiration date of Agreement. If either party desires to terminate the extension of this Agreement, a twenty-four (24) hour notice of such desire to terminate shall be given to the oppose party. During that twenty-four (24) hour time period a meeting of the parties shall be held to attempt to reach an agreement prior to termination of this Agreement.

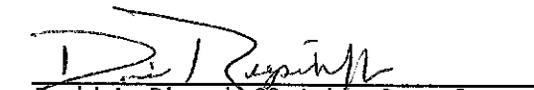
IN WITNESS HEREOF, the parties hereto have set their hands to duplicate copies hereof, this
29 day of April, 2013.

Employer



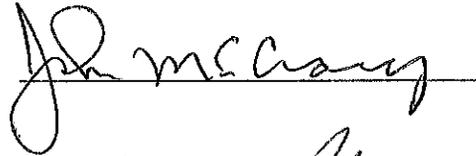


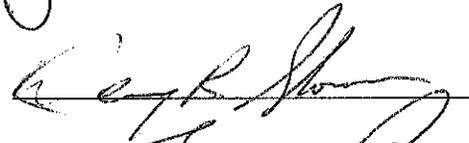



David A. Riepenhoff, Labor Counsel
FISHEL HASS KIM ALBRECHT LLP

Union









APPENDIX A

BARGAINING UNIT POSITIONS

	<u>RANGE</u>
EQUIPMENT OPERATOR I	11
EQUIPMENT OPERATOR II	13
VEHICLE BODY REPAIR SERVICE	13
HIGHWAY MAINTENANCE WORKER	9
MECHANIC	13
HIGHWAY MAINTENANCE CREW LEADER	13

Marion/Engineer/2012 Negs/Employer Proposals/3-13FinalTAs