



2014 - 2016 Final Agreement Between Clark County Engineer and UAW, Local 402

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01/30/2014

## **AGREEMENT BETWEEN**

**THE CLARK COUNTY ENGINEER'S OFFICE**

**AND**

**UAW LOCAL 402**

**INTERNATIONAL UNION UNITED AUTOMOBILE,  
AEROSPACE, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA**

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EFFECTIVE January 6, 2014, through December 31, 2016

SERB CASE NO. 2013-MED-\_\_\_\_ - \_\_\_\_

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been provided with a claim procedure through a Federal or State administrative agency in which to address the claimed discrimination.

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

Section 4.3 The Union agrees not to interfere with the right of any employee to refrain from becoming a member of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4.4 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.

## **ARTICLE 5 DUES DEDUCTION/VCAP AND UNION SECURITY**

Section 5.1 The Employer agrees to deduct periodic Union membership dues (Two Hours Straight Time), initiation fees, and assessments (hereinafter referred to as "check-off deduction" in accordance with this Article) for each employee eligible for the bargaining unit upon the successful completion of each individual's initial probationary period.

Section 5.2 The Employer agrees to make check-off deductions for each pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Each remittance shall be accompanied by an alphabetical list of employees for whom deductions were made, including the name and social security number of the employee, the amount deducted and the name of each employee whose name has been dropped from the prior check off list and the reason for omission. The signed authorization form must be presented to the Employer by the employee or his designated representative. Upon receipt of the proper authorization form, the Employer will make check-off deductions from the payroll check for the next pay period in which check-off deductions are normally made following the pay period in which the authorization was received by the Employer.

Section 5.3 The Employer shall not be obligated to make check-off deductions for an employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to check-off deductions.

Section 5.4 Except as otherwise provided herein, each eligible employee's written authorization for check-off deductions shall be honored by the Employer for the duration of this Agreement; provided, however, that the Employer shall be relieved from making any employee's check-off deductions upon the employees:

- A. Termination of Employment;

- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. Unpaid leave of absence;
- E. Written revocation of the check-off authorizations; or
- F. Resignation by the employee from the Union.

Section 5.5 All bargaining unit members who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay fair share fees to the union effective sixty one (61) days from the employee's date of hire or the date of execution of this Agreement whichever is later in time.

The fair share amount shall be certified to the Engineer by the Union. The Union agrees that the fair share fee shall not exceed dues check-off deductions paid by members of the union, but shall be that percentage of dues which excluded non-chargeable expenses to support political, ideological or other activities not related to the cost of collective bargaining, contract administration and/or pursuing matters affecting wages, hours, and other terms and conditions of employment. Payment of fair share fees is automatic and does not require written authorization from the employees. The Union President shall give the Engineer a notarized statement as to the amount of the fair share fee and any change in the fee.

This provision shall not require any employee to become or remain a member of the Union. Payment to the Union of fair share fees deducted will be made according to the same procedure of the Agreement that governs the payment to the Union of dues deductions.

Section 5.6 The rate at which check-off deductions and contract service deductions are to be made shall be certified to the Employer by the Financial Secretary of the Union during January of each year. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's check-off deductions or contract service fee deductions.

Section 5.7 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of check-off deductions or contract service fee deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that such deductions would normally be made by deducting the proper amount.

Section 5.8 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding check-off deductions and contract service fee deductions. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from check-off deductions and contract service fee deductions made by the Employer pursuant to this Article. Once the funds are





Section 7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 8**

## **GRIEVANCE PROCEDURE**

Section 8.1 Definition. A grievance is defined as a difference or dispute between the Union and the Clark County Engineer or between the employees covered herein and the Clark County Engineer over the specific violation of the provisions of this Agreement. An honest and earnest effort shall be made to settle grievances according to the following steps and procedures.

Section 8.2 Procedure. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every effort shall be made by the employer and the Union to affect the resolution of grievances at the earliest step possible. All time limits on grievances set forth herein may be extended by mutual, written consent of the parties. In furtherance of this objective, the following procedure shall be followed:

All grievances shall be promptly taken up. To be considered, a grievance shall be filed, in writing, at the first step within ten (10) work days of its occurrence. When an employee first becomes aware of the occurrence of a grievance at a later date, the grievance may be filed within ten (10) work days of the date the employee reasonably should have known of the event or circumstances giving rise to the grievance but in no case more than 30 calendar days after the occurrence.

Step 1. The grievance shall be taken up orally with the employee's immediate supervisor. The initiating committee person shall be present with the employee. Details and results of said oral discussion shall be documented. Any unresolved grievances shall proceed to Step 2. Grievances for discharge shall skip this step and immediately proceed to Step 2.

Step 2. If the grievance has not been adjusted at Step 1, it will be appealed in writing by the Bargaining Chairman to a meeting between the initiating committee person and a representative of the Union and the designated representatives of the Clark County Engineer. This meeting shall be mutually scheduled by the Union and Clark County Engineer or designee within three (3) work days after the filing of the appeal. Such appeal shall be submitted within seven (7) work days of the answer of the Clark County Engineer at Step 1.

Step 3. If the grievance has not been adjusted at Step 2, it will be appealed in writing by the Bargaining Chairman to a meeting among County Engineer representatives, the UAW International Union, Chairperson and Local Union President within ten (10) work days from the disposition of the grievance at Step 2. The parties will have up to thirty (30) days after the filing of the appeal to meet and discuss the grievance at this step.

Step 4. If the grievance has not been adjusted at Step 3, it may be appealed by the Union within ten (10) work days after completion of Step 3 to binding arbitration provided notice of such appeal is made in writing and submitted to the Clark County Engineer.



record. Discipline may be advanced upon the initial infraction, up to and including discharge from employment.

Section 9.3 Whenever the Employer or designee determines that discipline may result in a loss of pay (including suspension or discharge), a pre-disciplinary conference will be scheduled.

Section 9.4 Not less than forty-eight (48) hours prior to the scheduled starting time of a pre-disciplinary conference, the Employer will provide to the employee and the Union Chairman a written outline of the charges which may be the basis for disciplinary action.

Section 9.5 The Engineer or his designee will advise the employee and Union Chairman, in writing, as to whether or not the alleged misconduct was substantiated. The Employer will decide what discipline, if any, is appropriate. The Employer shall have ten (10) work days after receipt of a pre-disciplinary conference report to implement disciplinary action after the conclusion of the pre-disciplinary conference.

Section 9.6 Employees in their initial new hire probationary period shall not have access to the grievance procedure. Disciplinary action consisting of verbal, written warnings are not subject to arbitration.

Section 9.7 The parties hereby acknowledge that the grievance process set forth in this Agreement is the sole and exclusive remedy for members of the bargaining unit. Therefore, the parties agree that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no jurisdiction over the discipline of bargaining unit employees and the appeal process set forth under O.R.C. §124 *et seq.* is hereby waived.

## **ARTICLE 10**

## **PROBATIONARY PERIODS**

Section 10.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) work days actually worked. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal through the grievance procedure.

Section 10.2 Any employee promoted into a higher level position shall be required to successfully complete a probationary period of three (3) calendar months, excluding any time spent on an unpaid leave of absence. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

Section 10.3 The Employer may extend the new-hire probationary period by up to an additional ninety (90) calendar days with the approval of the union.

## **ARTICLE 11**

## **SENIORITY**

Section 11.1 Accrual of Seniority. Seniority, for purposes of this contract, shall be based on continuous, uninterrupted service with the Employer. Seniority shall be applied only in those matters where seniority is a factor.

Section 11.2 Break in Seniority. The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than the period established in the Layoff Article;
- D. Failure to return to work after notice of recall from layoff;
- E. A leave of absence when the employee fails to follow the proper procedure for such leave or fails to return to active service immediately following the expiration of the approved leave;
- F. Resignation when employee is not re-employed or reinstated within thirty-one (31) calendar days.

Section 11.3 Tie Breaker on Seniority List. Ties in seniority shall be broken by using the employees' social security numbers, starting at the last digit with the highest number, nine (9), being considered most senior and zero (0) being considered least senior. If a tie exists with the last number, the determining factor will proceed to the next to last number and so on, until the tie is broken.

Section 11.4 Seniority List. The Employer agrees to periodically provide the Union with a list of all bargaining unit employees that includes the following information: name, address, telephone number, date of hire, classification, and pay rate.

## **ARTICLE 12 VACANCIES AND PROMOTIONS**

Section 12.1 The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 12.2 Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for ten (10) work days prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor and location of reporting and working. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.



Section 13.6 The parties expressly acknowledge that the provisions of O.R.C. §§ 124.321-124.328 shall not apply to the layoff of bargaining unit employees and that the SPBR and DAS shall have no jurisdiction over the layoff of bargaining unit employees.

#### **ARTICLE 14 WORK RULES**

Section 14.1 Except where limited by specific terms of this agreement, The Clark County Engineer shall maintain the right to, in connection with its function of maintaining discipline and directing the work force, establish, and from time to time, amend reasonable rules of employee conduct and policies. These rules and policies and any revisions thereof shall be presented to the Union for review and discussion at least ten (10) calendar days in advance of the proposed effective date, except for unforeseen emergency situations that preclude compliance with this requirement, in which case such advance discussion as is reasonable practicable shall be conducted.

#### **ARTICLE 15 HEALTH AND SAFETY**

Section 15.1 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts his responsibility to provide safe working conditions, equipment, vehicles and working methods for his employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer. The Union will cooperate with the Engineer in encouraging employees to observe applicable safety laws, rules, regulations and procedures. It is the responsibility of both parties to report any unsafe working conditions to their immediate supervisors.

Section 15.2 Joint Management/Union Safety Committee: A committee of equal representatives from both parties will be created to assess and address safety concerns and work to improve safety in the workplace environment.

Section 15.3 Employees shall wear appropriate personal protective equipment in operations where there is exposure to hazardous conditions. Employees working in areas where there is potential danger of head injury from impact, or from falling or flying objects shall wear protective helmets. Employees shall also wear footwear which is appropriate to the work being performed and as approved by the Employer.

#### **ARTICLE 16 PERSONNEL FILES**

Section 16.1 Each employee may inspect his official personnel file maintained by the Employer at a mutually agreeable time in the presence of the Employer or designee and shall, upon request, receive one (1) copy of any documents contained therein within a reasonable period time. Applicable copy fees permissible under Ohio public records law may apply. An employee shall be entitled to have a representative of his choice accompany him during such a review.

Section 16.2 Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance provided no intervening discipline has occurred; however, they will remain a part of your permanent personnel records.

Section 16.3 Records of suspensions shall cease to have force and effect two (2) years from the date of issuance provided no intervening discipline has occurred; however, they will remain a part of your permanent personnel records.

Section 16.4 The Employer shall only provide records to the public or employee which are required by law.

## **ARTICLE 17 BULLETIN BOARDS**

Section 17.1 For the sole use of the Union, the Employer will make a bulletin board or location for Union posting available. The Union agrees to limit all Union literature and postings to the bulletin board or location provided herein.

Section 17.2 The Union agrees that it will limit the use of the bulletin board to the following Union Notices:

- A. Union Meetings;
- B. Union Elections and announcements of issues;
- C. Results of Union elections, ratification or strike votes;
- D. Union Recreational and Social Affairs;
- E. Union Appointments;
- F. Reports of non-political Union Committees;
- G. Rulings or policies of the UAW International Union.

Section 17.3 Violation of any provision of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

## **ARTICLE 18 HOURS OF WORK AND OVERTIME**

Section 18.1 This Article defines the regular hours of work as 7:00 a.m. to 3:30 p.m. Alternate hours of 6:00 a.m. to 2:30 p.m. may be implemented upon mutual agreement. The regular work week shall be Monday through Friday. All bargaining unit members shall be paid every other week. The Employer may change the schedule/hours of employees for emergencies and/or precipitation-related, winter weather events.

Section 18.2 While it is understood that bargaining unit members must work overtime and non-regular hours as needed, the Employer shall be the determiner as to the necessity for overtime. Bargaining unit members shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) hours in any work week. Forty (40) hours in any work week shall

include any approved paid leave and union leave. There shall be no split shifts or pyramiding. Based upon work conditions and operational needs, the Engineer may hold employees over past the normal end of their shift and may additionally mandate overtime work when an insufficient number of employees accept voluntary overtime.

Section 18.3 All full-time employees shall be granted an unpaid, uninterrupted lunch period of 30 minutes in addition to two fifteen (15) minute breaks per shift.

Section 18.4 For efficiency of operations, there shall be no more than five (5) bargaining unit employees off on leave on the same day. Additional employees may be permitted off at the discretion of the Engineer or designee.

Section 18.5 The Engineer shall make as equal distribution of overtime opportunities as possible within the bargaining unit. When a need for overtime arises, the Engineer or designee will contact the appropriate, qualified employees for the task at hand.

Two distinct call-out lists will be maintained. One list will be kept for Snow and Ice call outs. Another separate call out list will be used for non-Snow and Ice events. Each list will be reset annually on November 1st.

In the event an employee not on approved leave is called for overtime and the employee refuses to work or does not answer the call, the overtime hours worked by that shift will not be added to the employee's call out list totals except when an insufficient number of employees accept voluntary overtime.

Non-Snow and Ice overtime that is a simple extension of the workday will be first offered to those employees who had been involved in the task through the earlier regular work hours. If additional employees are needed to complete the overtime task, the call out list will be used to contact additional qualified employees. When work needs arise outside normal work hours, the call out list will be used to contact the required number of qualified employees starting with the bargaining unit employees with the least overtime hours.

Section 18.6 If an employee elects compensatory time in lieu of overtime pay for overtime hours worked, such compensatory time shall be computed on a time and one-half basis. Employees requesting compensatory time will give a two (2) calendar day notice. The required notice may be waived by the Engineer or designee. Bargaining Unit employees may accumulate no more than one hundred sixty (160) hours of compensatory time. Compensatory time accrued can be carried over for one year from the date of accrual. Any overtime hours worked after the employee accrues the maximum limit of compensatory time accrual shall be paid as overtime pay.

## **ARTICLE 19**

## **WAGES AND COMPENSATION**

Section 19.1 Beginning with the first day of the pay period after ratification and yearly thereafter shall be as follows:

2013

Wage Increase	2%	All Bargaining Unit EEs	

2014

Wage Increase	2 %	All Bargaining Unit EEs	

2015

Wage Increase	2%	All Bargaining Unit EEs	

**ARTICLE 20 CALL-IN PAY**

Section 20.1 Whenever an employee is called to work, at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be paid for all hours actually worked, but with not less than two (2) hours of pay. Precipitation-related, winter weather call out will be no less than (4) four hours of pay.

Section 20.2 It is understood that any call-in which abuts either the beginning or the end of an employee's regular shift is not subject to call-in pay under Section 20.1. At the discretion of the Engineer or designee and upon mutual agreement with the employee, based upon the operational needs of the Office, employees who are called-in may be permitted to end their work day at the conclusion of an eight (8) hour shift or work the additional hours of their regular designated work day.

Section 20.3 When a notice of change in schedule is provided to the employee by the end of their previous workday, this Article shall not apply.

**ARTICLE 21 INSURANCE**

Section 21.1 Full-time bargaining unit employees shall be entitled to the same group medical insurance, pharmaceutical, dental and life insurance plans as is offered by the Clark County Commissioners to non-bargaining unit employees. Employees are required to contribute through payroll deduction to the premium costs for the insurance plan or plans provided at the same rate as set by the Clark County Commissioners.

Section 21.2 Employee Assistance Program. An Employee Assistance Plan will be made available for employees and eligible dependents.

Section 21.3 Deferred Compensation. The County will provide two (2) Deferred Compensation Programs for all eligible employees.

Section 21.4 Life Insurance. The County will provide at no cost to the employee life insurance coverage and accidental death and dismemberment coverage in the total amount of \$20,000 (\$10,000 Life and \$10,000 AD&D).

**ARTICLE 22 SAFETY EQUIPMENT AND BOOTS**

Section 22.1 Safety equipment consisting of muck boots, hard hats, rain gear, safety glasses, ear protection, safety vests and gloves shall be furnished by the Employer for use by employees on an as-needed basis.

Section 22.2 Employees will be given a yearly boot allowance of up to one hundred fifty dollars (\$150) each contract year. Employees must submit a receipt as proof of purchase prior to receiving reimbursement.

**ARTICLE 23 HOLIDAYS**

Section 23.1 Employees shall receive holiday pay, as defined below, for the following holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

If any designated holiday falls on a Friday or Saturday, it shall be observed on the Friday. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following.

Section 23.2 For each holiday listed above, employees shall receive eight hours of pay at their regular hourly rate of pay as holiday pay. Employees who work on a holiday shall receive one and

one-half (1½) times their regular hourly rate of pay for all hours actually worked on the holiday, in addition to their holiday pay.

Section 23.3 Employees on approved paid leave shall receive holiday pay. Employees on unpaid leaves of absence during a holiday shall not be paid holiday pay.

## **ARTICLE 24 VACATION**

Section 24.1 Upon the attainment of one year of service with the Employer, bargaining unit employees shall accrue annual vacation leave per pay period according to their number of years of service credit\* as follows:

- A. Less than one (1) year of service complete – no vacation;
- B. One (1) year of service but less than eight (8) years completed: eighty (80) working hours (ten (10) working days). Accrual rate: 3.1 hours per pay period;
- C. Eight (8) years of service but less than fifteen (15) years completed: one hundred twenty (120) working hours (fifteen (15) working days). Accrual rate: 4.6 hours per pay period;
- D. Fifteen (15) years of service but less than twenty-five (25) years completed: one hundred sixty (160) working hours (Twenty (20) working days). Accrual rate: 6.2 hours per pay period;
- E. Twenty-five (25) years or more of service completed: two hundred (200) working hours (twenty-five (25) working days). Accrual rate: 7.7 hours per pay period;

*\* Service credit includes all prior service time with a political subdivision (of the State of Ohio), plus all time service with the Clark County Engineer. An employee with prior service does not receive credit for that service until completion of one (1) year of service with the Clark County Engineer.*

Section 24.2 Vacation credit accrues during each bi-weekly pay period that an employee works eighty (80) hours or more, including approved paid leave and union leave. No vacation credit is earned while an employee is on any other type of leave or disciplinary suspension. Pro-rated vacation credit is given for any part of a pay period during which an employee works less than eighty (80) hours. Forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), and twenty-five (25) years of employment in addition to the increased rate of accrual.

Section 24.3 Vacation shall not be granted in increments of time that are less than one half (1/2) hour in duration. Requests for vacation shall be provided to the Employer no later than five (5) work days prior to the date the requested vacation is to commence. Vacation requests with less than five (5) days notice shall be granted at the discretion of the Engineer or designee.

Section 24.4 Vacation leave can be taken by the employee during the year in which it accrued and prior to the next recurrence of his employment anniversary date. However, the Employer will



3. Medical, dental or optical examination or treatment of employee, or a member of his/her immediate family which requires the presence of the employee, and which cannot be scheduled during non-working hours.
  4. If the employee is exposed to a contagious disease when such exposure, in the opinion of a licensed physician, would render the employee a hazard to the health of others.
  5. Pregnancy and/or childbirth and other conditions related thereto.
- D. Sick leave shall be charged in minimum units of one-half (½) hour. Employees shall make every reasonable attempt to schedule medical appointments outside of work hours when possible and toward the end of the work day when unable to be done outside of work hours.
- E. For the purpose of this Article, the definition of immediate family shall be mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-parents, step-children, legal guardian or other person who stands in place of a parent. Immediate family may also include aunts, uncles, and step-siblings who grew up in the same home.

Section 25.3 An employee with ten (10) or more years of service with the Clark County Engineer who retires from active service shall be paid for (25%) twenty-five percent of the value of his accrued but unused sick leave, up to a maximum payment of 240 hours. Payment shall be made at the rate of pay the employee was earning immediately prior to retirement. A payout under this provision will eliminate all of the retiring employee's sick leave balance.

Section 25.4 An employee who is laid off, upon reinstatement, will have placed to his credit all accumulated and unused sick leave existing at the time of his/her layoff.

Section 25.5 Sick Leave Incentive Exchange. An eligible employee may convert up to two-thirds (2/3), or any lesser portion, of any unused sick leave time earned during the previous year into cash. The cash benefit shall equal one (1) hour of the employee's base hourly rate of pay for every 2 hours of unused sick leave that is converted.

All exchange hours will be deducted from the participating employee's sick leave accumulation. An employee must maintain at least 200 hours accumulated sick leave in their sick leave bank. Payment for exchange hours shall be paid by separate check.

Section 25.6 On January 1<sup>st</sup> of each year, employees who have maintained at least 200 hours accumulated sick leave in their sick leave bank may request to have up to three (3) days of their sick leave balance credited as Personal Leave. A day is based upon the number of hours a person is normally scheduled to work, not including overtime. Personal Leave may be used for any reason. At the end of the year, if any Personal Leave has not been used, it will revert to the sick leave balance of the employee. The selection of a new designation of Personal Leave will be made after any unused previous designation has been credited back to the sick leave balance. Requests to use Personal Leave must be submitted on the appropriate form and shall be used in no less than half-

hour increments. Employees must provide at least a 24-hour notice of need for personal leave except in emergency situations.

Section 25.7 Application by an employee for sick leave through fraud, falsification or dishonesty will result in denial of such leave together with disciplinary action. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The Employer may investigate allegations of sick leave abuse and question employees concerning their sick leave use.

## **ARTICLE 26 LEAVES OF ABSENCE**

Section 26.1 Leave without pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Family Medical Leave Act (FMLA). Employees shall be entitled to Family Medical Leave consistent with the application of State and Federal laws.
- B. Leave of Absence. At the discretion of the Engineer, and after exhaustion of accumulated paid leave, the Engineer may grant an unpaid leave of absence for a period of not less than one (1) week and not to exceed six (6) months.

Section 26.2 Leaves with Pay. Employees may be granted the following types of paid leaves of absence:

- A. Court Leave. The Engineer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Engineer unless such duty is performed totally outside of normal working hours. An employee released from jury duty or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and the State Employment Relations Board hearings. It is not 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 court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation (if sufficient vacation credit has accrued to the employee) at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.
- B. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or other reserve components of the Armed Forces of the United States may be granted leave of absence from their respective duties with pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of one hundred seventy-six (176) work hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement form to 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 will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those military components listed above may 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 it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

- C. Union Leave. Unless agreed upon otherwise due to an unforeseen event, a leave of absence without pay shall, assuming operational needs permit, be granted with no less than three (3) work days advance notice to the Engineer, to duly elected Union delegates or alternates for the purpose of conducting official union business or attending the annual conventions. The number of employees granted such leave will not exceed two (2). Employees shall be entitled to use accumulated and applicable paid time, excluding sick leave, or union J time.

## **ARTICLE 27 SEVERANCE PAY**

Section 27.1 Upon separation from employment for any reason, the employee shall be paid any accrued but unused paid leave, excluding sick leave, earned but not yet used as of the date of such separation. Upon retirement the employee shall receive pay for credited but unused sick leave conversion upon retirement in accordance with Section 25.3 of this agreement and if the employee meets the criteria set forth in Section 25.3.

Section 27.2 In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the employee's estate if no beneficiary is named.

## **ARTICLE 28 NO STRIKE / NO LOCKOUT**

Section 28.1 The parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Engineer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 28.1(A) of this Agreement.

Section 28.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 28.1 (A) of this Agreement is subject to discipline or discharge.

Section 28.3 In the event of any violation of 28.1 (A) of this Agreement, the Union shall promptly do whatever it can to prevent or stop such prohibited activity.

Section 28.4 Nothing in this Article shall be construed to limit or abridge the Engineer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 28.5 Any grievance due to discipline as a result of violation(s) of this Article shall be limited before an Arbitrator to the sole question of whether or not the employee did in fact participate in or promote the prohibited activity.

## **ARTICLE 29 WAIVER IN CASE OF EMERGENCY**

Section 29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Clark County Commissioners, Engineer, or Sheriff, or the Federal or State Legislature, where such are acts of God or civil disorder, the following conditions of this Agreement may be automatically and temporarily suspended by the parties:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 29.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

## **ARTICLE 30 DRUG TESTING**

Section 30.1 The Union recognizes that the Engineer must comply with the requirements of the Omnibus Transportation Employ Testing Act of 1991 ("Act") effective on or before January 1, 1996.

Section 30.2 The parties agree that the Engineer shall have the right to develop and implement any and all necessary policies and procedures in order to comply with the Act.

## **ARTICLE 31 DURATION**

Section 31.1 Unless otherwise provided for herein, the provisions of this Agreement shall be effective as of the date of execution upon ratification of this agreement and shall remain in full force and effect for three years.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested to the last known address on file.

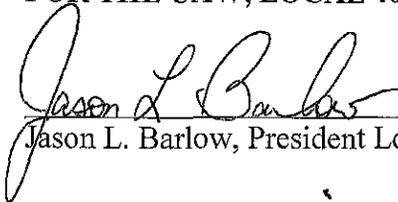
Section 31.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior or past Agreements or practices, either oral or written, are hereby canceled.

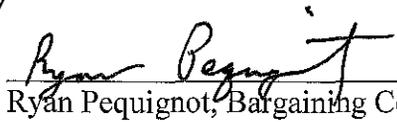
Section 31.3 Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 31st day of December, 2013.

**FOR THE UAW, LOCAL 402:**

  
\_\_\_\_\_  
Jason L. Barlow, President Local 402

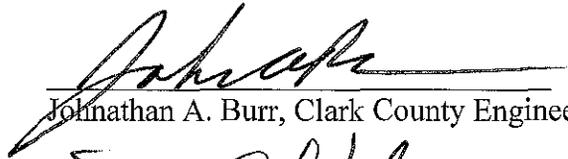
  
\_\_\_\_\_  
Ryan Pequignot, Bargaining Committee

  
\_\_\_\_\_  
Jason Berner, Bargaining Committee

  
\_\_\_\_\_  
Tammi Flaherty, Bargaining Committee

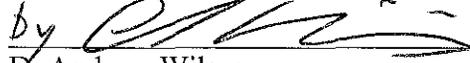
**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Nathan Kennedy, County Administrator

  
\_\_\_\_\_  
Johnathan A. Burr, Clark County Engineer

  
\_\_\_\_\_  
Ned G. Weber, Deputy

Approved as to form:

  
by   
\_\_\_\_\_  
D. Andrew Wilson  
Clark County Prosecutor

Commission Resolution: 2013-0990

Date: 12/31/13

Prepared by:  
Brad Bennett, Attonery  
Fishel Hass Kim Albrecht LLP