



# **AGREEMENT BETWEEN**

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0836-01  
K29718  
05/20/2013

THE GALLIA COUNTY ENGINEER

AND

AMERICAN FEDERATION OF STATE,  
COUNTY,  
AND MUNICIPAL EMPLOYEES (AFSCME),  
AFL-CIO  
AND AFSCME LOCAL 3741

**Effective: August 1, 2013 through midnight July 31, 2016**

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## **ARTICLE 1 AGREEMENT**

SECTION 1. This Agreement, entered into by the Gallia County Engineer, hereinafter referred to as the Employer, and Local #3741, and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the Union, addresses matters pertaining to wages, hours, terms and conditions of employment expressed between the parties.

SECTION 2. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences between the parties.

The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

SECTION 3. Both the Employer and the Union have bargained fully and completely, and had the opportunity to present proposals, counter proposals, and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in another Article of this Agreement or as required by law. All proposals, counter proposals, and demands not contained in this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous agreements and commitments including any and all past practices.

SECTION 4. The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties. Supplemental agreements not in conflict with this Agreement may be reached between the Employer and the Union.

SECTION 5. The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statutes of the State of Ohio, federal law and regulations, and are, therefore, enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the Agreement term.

In the event any clause, sentence, paragraph, or part of this Agreement, or the application thereof, is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations upon an alternative clause, sentence, paragraph, or part of this Agreement, or the application thereof.

## **ARTICLE 2 UNION RECOGNITION**

SECTION 1. For the purposes of this Agreement, the Engineer recognizes the Union as the sole and exclusive negotiating agent and representative for all bargaining unit employees including:

- LABORER I
- LABORER II
- EQUIPMENT OPERATOR II
- EQUIPMENT OPERATOR III
- EQUIPMENT OPERATOR IV
- MECHANIC I
- MECHANIC II
- MECHANIC II

SECTION 2. All management level employees, professional employees, confidential employees, and supervisors as defined in Ohio Revised Code Chapter 4117 shall be excluded.

SECTION 3. The Engineer agrees not to employ casual, seasonal, or temporary employees to permanently replace bargaining unit employees.

SECTION 4. In the event a new classification is established, the Employer and the Union will meet promptly for the purpose of determining whether the classification shall be included in the bargaining unit, and if so included, determining the wage rate for the classification. Any disagreement between the Union and the Employer as to such determination may be filed as a grievance at Step 3 of the Grievance Procedure.

## **ARTICLE 3 REPRESENTATION, CONSULTATION AND PROVIDING INFORMATION**

SECTION 1. The non-employee staff representative may be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement. Non-employee staff representatives must follow all Gallia County Engineer's safety rules and procedures while on the premises or job sites.

The staff representative shall make his/her presence known to Management immediately upon arrival on the premises of the Employer. Premises shall include the work sites of the employees during those parts of the work day in which the employee is on the Employer's time.

The Union agrees that the number of accredited non-employee staff representatives during any one visit to the premises of the Employer shall be limited to a maximum of two (2).

The Union also agrees that no official of the Union (non-employee or employee) shall interfere with, interrupt, or disrupt the normal work duties of other employees without prior approval of the Engineer or the Superintendent to conduct Union business provided such approval shall not be unreasonably denied.

SECTION 2. Meetings held by the bargaining unit will be permitted on County property, subject to prior approval of the Engineer, when and where work is not interrupted by such meetings.

SECTION 3. A local representative of the Union non pay status may attend new employee orientation or otherwise meet with new employees for the purpose of informing them about the union, soliciting their membership in the union, and providing fair share fee notice to employees who are non-members.

#### **ARTICLE 4 PLEDGE AGAINST DISCRIMINATION**

SECTION 1. The County Engineer and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or disability.

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

SECTION 3. The Engineer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or any of his representatives against any bargaining unit employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

SECTION 4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

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

**ARTICLE 5  
MANAGEMENT RIGHTS**

SECTION 1. The Engineer retains any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy, including the sole right and authority to administer the business of the department and other functions and responsibilities unless specifically modified by this agreement.

SECTION 2. The Union recognizes that the Engineer has and will retain the full right and responsibility to direct the operations of the Department in a manner consistent with applicable law, to promulgate reasonable rules and regulations not in conflict with this Agreement, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limit to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or otherwise reasonably discipline for just cause, and to maintain discipline among employees.
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
3. To determine the Department's goals, objective, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
4. To determine the size and composition of the work force and the Department's organizational structure based upon those items listed in Paragraph 3 above and the financial condition of the Department, including the right to layoff employees due to lack of work or lack of funds.
5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees.
6. To determine when a job vacancy exists, when and if such vacancy is to be filled, the duties to be included in all job descriptions, and the standards of quality and performance to be maintained.
7. To determine the necessity to schedule overtime and the amount required thereof.
8. To determine the Department budget and uses thereof.
9. To maintain the security of records and other pertinent information.
10. To determine and implement necessary actions in emergency situations affecting the Engineer's Department.

**ARTICLE 6  
UNION REPRESENTATION**

SECTION 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under Steps 1 and 2 of the Grievance Procedure shall be known as "stewards". Each steward shall have an alternate who shall act as steward when the regular steward is absent from work.

SECTION 2. The Engineer shall recognize a total of one (1) steward and one (1) alternate to

represent bargaining unit employees.

The Engineer shall also recognize the Local Union President to represent employees in matters involving grievances and the Contract.

SECTION 3. The Union shall provide the Engineer an official roster of its officers, steward, and steward alternate, which is to be kept current at all times and shall include the following:

- a. Name
- b. Address
- c. Home telephone number
- d. Immediate supervisor
- e. Union office held

Employees shall not be permitted to function as a Union representative until the Union has presented the Engineer with written certification of that person's selection.

SECTION 4. The Local Union President, stewards, and steward alternates shall have the right, during working hours and without loss of regular pay, to perform the following functions:

- A. Represent employees, where specifically provided by this Agreement, in confer with the Engineer or his representatives as long as it does not interfere with the work of the Department.
- B. Investigate grievances and represent employees in the Grievance Procedure as defined in this Agreement, with the Supervisor's approval during work time.
- C. Attend their meetings as authorized by the Engineer and/or this Agreement.

SECTION 5. Time for investigation and processing of grievances shall be limited to the time necessary, not to exceed one (1) hour per week per steward and alternate. This time is not cumulative.

SECTION 6. Union stewards and Union officials shall notify the Engineer, Superintendent, or Assistant Superintendent prior to beginning such activity as listed above and shall notify the same upon returning from the same.

SECTION 7. Union representatives shall have the right to meet with the Engineer in an attempt to resolve issues if the representatives have failed to resolve such at a lower supervisory level.

## **ARTICLE 7 LABOR-MANAGEMENT MEETING**

SECTION 1. A labor-management meeting shall be conducted at least once every six (6) months on a mutually agreeable day and time, when requested by either party.

SECTION 2. Attendance at labor-management meetings will be limited to two (2) employee Union representatives and two (2) employee Management representatives. Each party may also have present one (1) non-employee representative.

SECTION 3. The purpose of such meeting shall be limited to:

1. Consider and discuss health and safety matters within the Department.
2. Discuss ways to increase productivity and improve efficiency.
3. Give each party the opportunity to present views.
4. Disseminate general information of interest to the parties.
5. Appraise the employees and Union of notices of changes in laws, rules or policies, when possible.

## **ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1. A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this Contract, or the rights, obligations, or liabilities under the Contract of the parties covered herein.

This Grievance Procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the Grievance Procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

SECTION 2. The parties agree that if an employee who has filed a grievance also files a complaint or appeal under the EEOC, the OCRC, or other federal or state administrative agency, jurisdiction regarding the same incident or the same or similar allegation, that the grievance will be placed on hold at whatever grievance step it was at the time of the filing in the above referenced jurisdiction, and all timeliness will be extended until the matter is resolved or dismissed from the above referenced jurisdiction.

SECTION 3. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

The Union 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 shall be considered answered in the negative and may be advanced by the Union to the next step in the Grievance Procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement.

Any grievance not processed within the time limits shall not be arbitrable.

SECTION 4. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome. A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance.

Bargaining unit employees have the right to present grievances and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer or any settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without Union representation shall be binding on the Union or on any other employee unless the Union is party to the agreement.

SECTION 5. Prior to submitting a grievance to the first step of the Grievance Procedure, the employee shall first attempt to resolve the grievance informally through an oral discussion with his immediate supervisor, with or without Union representation, pursuant to Section 4 above.

SECTION 6. The following steps shall be followed in processing of a grievance:

STEP 1: The grievant shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance or ten (10) working days from the time grievant reasonably should have become aware of the event(s) that gave rise to the grievance, to file the written grievance with the Superintendent. Upon receipt of the grievance, a meeting shall be held between the grievant, the steward, and the Superintendent. The Superintendent shall provide a written response to the grievant and the steward within five (5) working days of the meeting.

STEP 2: If the answer of the Superintendent is not satisfactory or is not timely, the grievant or Union may appeal the answer of the Superintendent to the Engineer within five (5) working days of the date the answer was received or should have been received.

The grievance shall be considered at the meeting of the joint grievance committee (which shall consist of the Local President, one (1) employee designee of the Union, and/or a staff representative), and the Engineer and/or his designated representatives. The meeting shall be scheduled by the Engineer not less than five (5) nor more than twenty (20) days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Engineer or his designee shall give a written answer to the Local President and the employee within five (5) work days of the meeting.

STEP 3: If the grievance is not resolved at Step 2, the Union may refer the grievance to mediation by giving written notice and a request for a mediator to the Engineer and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within twenty work days of the date the answer was received at Step 2. The Mediation shall be included under the FMCS rules for mediation.

The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

STEP 4: If the grievance is not satisfactorily settled at Step 2 and was not processed through grievance mediation, the Union, may, within thirty (30) calendar days after receipt of the Step 2 answer, submit the grievance to arbitration. If the grievance was processed through grievance mediation and was not resolved, the Union, may, within thirty (30) calendar days after the date of the grievance mediation hearing, submit the grievance to arbitration. Upon notification to the Engineer of its intent to arbitrate the grievance, the Union shall submit a request to the Arbitration and Mediation Services (AMS) or the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both Union and the Employer. The parties shall meet within ten (10) working days of receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator.

At least twenty-four (24) hours prior to the arbitration hearing, the parties agree to submit, in writing, either a joint statement of the issue(s), or independent statements of the issue(s), being presented. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement as they apply to the specific evidence and issues submitted and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law.
2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement.
3. Granting any right or relief on any alleged grievance occurring at any time other than during the Contract period or any extension thereof.

The decision of the arbitrator resulting from any arbitration of a grievance hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The expenses of any non-employee witness 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 fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

The cost of the services of the arbitrator shall be split equally by the parties.

The arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

**SECTION 7.** If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from any other state, county or municipal agency, and shall not include the assumption an employee would have worked overtime during

the period of separation from the Employer's payroll.

SECTION 8. All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the employee(s). Provided that a grievance may be withdrawn by the Union at any time during any step of the Grievance and Arbitration Procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

## **ARTICLE 9 DISCIPLINARY ACTION**

SECTION 1. Corrective action shall be for just cause. The following are examples of areas upon which just cause may arise out of; though not being all inclusive; incompetency, inefficiency, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, and violations of established work rules.

SECTION 2. Corrective action may include: verbal warnings, written reprimands, suspensions with or without pay, and discharge from employment.

The severity of the disciplinary act will be proportional to the seriousness of the offense and the employee's past disciplinary record.

SECTION 3. Verbal reprimands which are noted in the employee's file and written reprimands are subject to appeal under the grievance procedure to Step 2 only. All other corrective actions are subject to appeal through the Grievance Procedure and such grievance shall be initiated at Step 2 of the Grievance Procedure. Corrective actions resulting in verbal or written reprimands only, the employer shall provide to employee within seven (7) working days after incident, excluding an employee leave of absence.

If subsequent corrective action is based upon prior verbal or written reprimands, and the suspension or removal is before an arbitrator, then the merits of the written reprimand may be considered by the arbitrator as such relates to the subsequent discipline.

Grievance answers on verbal and written reprimand grievances shall not be considered as establishing precedence on any of the issues raised in the grievance or as determinative on any contract violations cited as a part of the grievance.

SECTION 4. An employee shall have the right to a pre-disciplinary meeting before the Employer (or designee) for any disciplinary action resulting in suspension or discharge from employment.

The Employer shall provide written notice of the meeting forty-eight (48) hours in advance. The notice shall cite the charges against him/her and the anticipated disciplinary action.

The employee shall have the right to Union representation.

Bargaining unit employees have the right to present evidence and to seek adjustment of disciplinary actions without the intervention of the bargaining representatives or the Union, as

long as such adjustment is not inconsistent with the terms of this Agreement. No disciplinary actions adjusted without Union representation shall be binding on the Union or any other employee unless the Union is party to the adjustment.

The Union steward will be allowed to be present at any disciplinary meeting.

The Employer (or designee) shall provide a written copy of the action to the employee within twenty (20) work days, excluding an employee's leave of absence.

SECTION 5. All records or corrective action shall be removed from the employee's file after twenty-four (24) months, in the event there are no intervening corrective actions, and shall not be considered thereafter.

## **ARTICLE 10 POLICIES AND RULES**

SECTION 1. The Union recognizes that the Engineer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, and to amend such rules, policies and procedures as necessary, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Engineer's services and programs.

SECTION 2. Any employee violating these rules, policies, or procedures may be subject to disciplinary action which shall be issued in accordance with the disciplinary article of this Agreement.

SECTION 3. Before instituting any new work rule or changing any existing work rule, the Engineer will provide the Union with a written copy of the proposed new or amended work rule at least seven (7) calendar days prior to its implementation.

SECTION 4. The Union shall have the right to challenge any work rule, which it feels is in violation of the Agreement, through the grievance procedure of this Agreement.

## **ARTICLE 11 JOB CLASSIFICATIONS**

SECTION 1. The Employer reserves the right to establish new job classifications, revise existing classifications, or eliminate existing classifications.

The Employer agrees to provide the Union advance notice of the establishment of new classifications. This notice will be a minimum of seven (7) days notice during which time the Union can request a meeting with the Engineer to discuss the new classification's inclusion or exclusion from the bargaining unit.

The Employer also agrees to provide advance notice to the Union of changes in existing job classifications or a reduction or elimination thereof to allow the Union to discuss the impact of

the changes upon the bargaining unit.

In the event of a reduction within or the elimination of a classification, the affected employee(s) shall have the right to bump where their seniority and qualifications will take them.

Upon the establishment of a new job classification, or a change in existing classifications, the wages for such classification shall be negotiable.

Both parties agree to establish a committee for the purpose of updating job classifications. The committee shall consist of equal representation.

## **ARTICLE 12 DUES CHECK OFF AND UNION SECURITY**

SECTION 1. The Engineer agrees to deduct Union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees who have completed their probationary period. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made once monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and from whom fees are deducted, shall be transmitted to the Controller, AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512, no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Treasurer of the Local Union.

SECTION 2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Engineer, shall continue to remain members of the Union for the term as set forth by such membership card. Should a member withdraw membership under the terms as set forth, such member would then be covered under the fair share provision of this Article.

SECTION 3. All employees in the bargaining unit shall, 60 days after their date of hire, pay to the Union a fair share fee pursuant to Section 4117.09(C) of the Ohio Revised Code.

Nothing herein shall require any employee to become a member of the Union as a condition of employment, and fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement.

The Union represents to the Engineer that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09(C) of the Ohio Revised Code, federal law and applicable state federal court decisions.

The deduction of the fair share fee by the Engineer from the payroll check of a non-member employee shall be automatic and does not require the written authorization of the employee.

Payment of such fair share fees shall be made to the Union in accordance with dues deduction procedures provided for in this Article. The obligation of the Engineer to deduct a fair share fee shall cease upon the removal of the non-member employee from the active payroll for any reason.

The Union shall immediately provide the Engineer with a statement as to the amount of the fair share fee and as to any changes in said fee including its effective date, prior to being obligated to make such deduction(s).

SECTION 4. The Engineer will provide the Local Union and the Ohio Council 8, Athens Regional Office a list of the names and addresses of all bargaining unit employees upon written request.

SECTION 5. It is specifically agreed by the Engineer and the Union that the Engineer assumes no obligation, financial or otherwise arising out of the provisions of this Article, the Union agrees that it will indemnify and hold the Gallia County Engineer harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Engineer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 6. The Engineer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

SECTION 7. It is specifically agreed that neither the employees nor the Union shall have claims against the Engineer for errors in the processing of deductions, unless a claim of error is made to the Engineer in writing within sixty (60) days after the date of such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

### **ARTICLE 13 BULLETIN BOARDS**

SECTION 1. The Engineer agrees to provide one (1) bulletin board in an agreed upon area of each facility for use by the Union.

SECTION 2. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

- A. Union recreational and social affairs
- B. Notice of Union meetings
- C. Union appointments
- D. Notice of Union elections
- E. Results of Union elections
- F. Reports of standing committees and independent arms of the Union
- G. Publications, rulings or policies of the Union
- H. Items of public record.

All other notices of any kind not covered in A through H above must receive prior approval of the Engineer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee
- B. Scandalous or derogatory attacks upon the administration or any county officials
- C. Attacks on and/or favorable comments regarding a candidate for public office.

## **ARTICLE 14 SENIORITY**

SECTION 1. Seniority is defined as an employee's uninterrupted length of continuous service with the County Engineer in the bargaining unit.

An employee shall have no seniority during his initial probationary period as provided in this Agreement, but upon completion of the initial probationary period seniority shall be retroactive to the date of hire in the bargaining unit.

SECTION 2. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service following the expiration of the leave.

SECTION 3. An employee's seniority shall terminate:

- 1. If the employee quits.
- 2. If the employee retires.
- 3. If an employee is discharged and not reinstated.
- 4. If the employee is laid off for a period of more than twenty-four (24) months.

SECTION 4. The Employer will post a seniority list within thirty (30) calendar days after the effective date of this Agreement and annually thereafter, showing the seniority of each employee in the bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the Department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

SECTION 5. Upon written request, the Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office, annually, a list of the names of all bargaining unit employees. The list shall include any employer Identification number, each employee's date of hire, classification, pay rate, and shift. Such list shall be provided in both electronic and hard copy form. Employees may sign a waiver to allow the Union to receive their home address and telephone number.

SECTION 6. Whenever seniority is applicable to any terms and conditions contained in the collective bargaining agreement, the following listed seniority shall prevail:

- 1. Seniority Ties.

- a. If two (2) or more employees have the same date of hire, the tie will be broken by using the last digit of each employee's Social Security Number.
  - (1) The employees' numbers will be compared and the employee with the lowest digit shall be declared to be the most senior employee ("0" being the lowest number and "9" being the highest).
  - (2) If the last digits of the Social Security numbers are the same, the next to the last digits will be compared and the employee with the lowest digit shall be declared to the senior. If the tie is still not broken by the second, the procedure shall continue on the next digit until the tie is broken.
- b. The Engineer or his designated representative will only break ties in seniority on the request of the employee and his/her Union representative. Once seniority ties are broken by the procedure in 1-a, the seniority status of the employees involved shall not again be contested by the involved employees.

## **ARTICLE 15 PROBATIONARY PERIOD**

SECTION 1. Every newly hired employee will be required to serve a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Engineer and shall continue for a period of one hundred twenty (120) work days, excluding time spent on leaves of absence. Any new employee who does not perform satisfactorily during the probationary period will be released from the service of the Engineer without recourse by the Union or the employee to the Grievance and Arbitration Procedure in this Agreement or to any form of concerted action. Probationary new hired employees do not have recall rights in the event of a layoff.

SECTION 2. The probationary period for a newly promoted employee shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of ninety (90) calendar days, excluding time spent on leaves of absence.

SECTION 3. A newly hired employee may be terminated without right of appeal by the employee or the Union during the one hundred twenty (120) work day probationary period.

SECTION 4. In the event a promoted employee does not make probation and is returned to his or her former position during the ninety (90) calendar day probation period by the Employer, or if the employee voluntarily decides to return to his or her former position within the first ninety (90) days of the promotion, any employees displaced as a result will not have the right of grievance relating to their being returned to their former position.

If loss of employment is the result of the displacement, the employee will be laid off in accordance with the terms of this Agreement, unless they are a newly hired probationary employee, in which case, employment will be terminated without any right of appeal.

**ARTICLE 16**  
**VACANCIES AND POSTING**

SECTION 1. The Employer reserves the right to make the determination as to whether or not a vacant bargaining unit position exists and/or whether said vacant position is to be filled.

Whenever the Employer determines that he wishes to fill said vacant position, or create a new position pursuant to this Agreement, he shall post notice of such for a period of five (5) working days, including the date it was first posted.

The notice shall be posted on a bulletin board in the garage and shall contain the following information:

- A. Job title
- B. Minimum qualifications
- C. Rate of pay
- D. Basic duties of position

Employees who wish to be considered for the posted position must file a written application with the Employer. There will be no requirements on the Employer to consider applications filed after the posting period.

If a full-time bargaining unit position is vacated and filled by temporary assignment for thirty (30) working days in a ninety (90) calendar day period, the Employer shall post vacant position.

SECTION 2.

- A. After the posting period, such position shall be awarded to the most senior qualified employee who applies.
- B. Employees' applications for vacant positions shall be considered by the Employer before considering outside applicants.

SECTION 3. If no employees apply for the position, or if no employees qualify for the position, during the trial period, then the Employer reserves the right to fill the position from outside the Department within 90 days. If the Employer has not filled the position within 90 days, the position shall be re-posted.

**ARTICLE 17**  
**TEMPORARY ASSIGNMENTS**

SECTION 1. It is agreed that when an employee is temporarily assigned to a higher paid position, the employee shall receive the higher rate of pay for all hours worked in such position.

Should an employee be assigned to a lower rated classification, the employee shall receive their regular rate of pay.

SECTION 2. Temporary assignments will be made in the manner least disruptive to

accomplishing the work and projects of the Department. A temporary assignment is not being assigned to equipment within your job classification.

SECTION 3. Temporary assignments shall not exceed sixty (60) working days in a one hundred-eighty-two (182) calendar day period or the length of an employees approved absence causing such assignment.

## **ARTICLE 18 LAYOFF**

SECTION 1. NOTICE OF REDUCTION. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list.

SECTION 2. REDUCTION. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

1. All of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees performing bargaining unit work shall, in that order, be terminated or laid off first.
2. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of bargaining unit seniority of the remaining employees.

SECTION 3. During a lay-off, employees affected shall receive payment for any earned comp time, accumulated vacation and earned personal time with the first full pay after the date of the layoff.

SECTION 4. Employees shall have thirty-six (36) months recall rights.

SECTION 5. RECALL NOTICE. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within fourteen (14) calendar days after receipt of recall notice at the last known address or from the return of the unclaimed or refused certified mail notice shall constitute a forfeiture of an employee's right to recall.

## **ARTICLE 19 CONTRACTING/SUB-CONTRACTING**

SECTION 1. The parties recognize that the Engineer retains the right pursuant to Article 5, to contract out or subcontract out work in cases such as where there is a past practice, specialized, professional or technical services are required, or where required by the Ohio Revised Code, or where the Engineer's Department cannot perform the work at equal cost, or where Engineer employees do not possess the skills in sufficient number to perform the required work.

SECTION 2. In the event of such contracting out or subcontracting out, no employee shall be

laid off or take a reduction in pay as a direct result thereof. The Engineer agrees that during a period of layoff wherein employees have recall rights, no regular work of bargaining unit employees will be contracted or subcontracted out providing such employees possess the skills required to do the work unless the work must be performed under force account in accordance with Ohio law.

## **ARTICLE 20 SAFETY AND HEALTH**

SECTION 1. It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for its employees. In this regard, the Union and its employees will cooperate with the Engineer in observing applicable safety rules, regulations and laws.

The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all applicable federal and state laws relating to such. The Union acknowledges the role of bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies.

SECTION 2. The Employer, or a designated representative(s) will meet with the Local Union President and the steward on a regular basis, at least every third month, to discuss topics of safety and health.

SECTION 3. Should an employee be injured while on duty, the employee shall complete the Engineer's On-the-Job Injury Report. Reporting shall be on the same day as the injury occurred, or notify the Superintendent if delayed filing of the report is necessary. The Employer shall take into consideration the severity of the injury if delayed reporting is necessary. The Employer will discipline employees who do not comply with the procedure. Discipline shall be limited to written reprimand for violation of this procedure if other violations are not involved.

## **ARTICLE 21 UNPAID LEAVE OF ABSENCE**

SECTION 1. DISABILITY LEAVE.

- A. When an employee becomes physically incapacitated for the performance of the duties of his position, he may request a "disability leave" provided his disability continues beyond his accumulated sick leave rights and provided the procedures established in this Section are followed.
- B. The Engineer may require supporting medical evidence from a licensed physician to justify the need for disability leave. If the employee is hospitalized or institutionalized upon expiration of accumulated sick leave rights, the disability leave will be given without examination. An employee who has been given a disability leave shall have the right to be reinstated to the same classification as he held at the time of his leave within thirty (30) days after written application for reinstatement and after passing an

- examination made by a licensed physician showing that he has recovered from such disability.
- C. Disability leave will be granted for a maximum of six (6) months, but may be renewed for additional six (6) month periods, up to two (2) years total, upon submission of an application to the Engineer requesting such extension and accompanied by supporting medical evidence from a licensed physician. The cost of any medical examinations as required by this Section shall be paid by the employee.
  - D. Employees who request a disability leave because of a work related disability shall after seven (7) days of the request, file a Workers' Compensation claim and shall be governed by the laws and rules of the Ohio Workers' Compensation Act. The Employer agrees that when a bargaining unit employee is on a disability leave governed by Ohio Workers' Compensation Act, the Employer shall pay the Employer's share of the health insurance monthly premium up to one (1) year, as long as the employee continues to maintain the employee's share of the monthly premium for one (1) year. The Employer shall also pay the monthly cost of the AFSCME Care Plan for the duration of the disability leave.
  - E. The parties agree that when an employee returns from a disability leave of absence that the employee shall be credited with all back seniority from the time such leave started, and shall receive any step increases due as long as the following criteria are met:
    - 1) The employee must have completed his new hire probationary period.

SECTION 2. MILITARY LEAVE. All employees shall be granted a leave of absence for military duty in accordance with federal and state laws.

SECTION 3. EDUCATIONAL LEAVE. An employee may be granted a leave of absence without pay for purposes of education, training or specialized experience which would be of benefit to the operation of the County Engineer by improved performance as determined by the Engineer.

SECTION 4. PERSONAL LEAVE. For those employees who have completed their probationary period, personal leaves of absence may be granted as determined by the Engineer, for a period not to exceed ninety (90) calendar days [See OAC 123:1-34-0].

SECTION 5. UNION LEAVE. At the request of the Union, an employee shall be granted a leave of absence without pay, not to exceed five (5) working days per year for attendance at Union conferences or conventions. Limit of two employee per year may be granted this unpaid Union leave. A bargaining unit member with two (2) years of service with the Employer who accepts a full-time assignment with the Union at the state or national level shall be granted a leave of absence for such assignment for no more than two (2) years. The bargaining unit member shall continue to accrue seniority but no other benefits during such leave. The bargaining unit member must apply for such leave two (2) weeks prior to the date they wish to be released.

SECTION 6. A leave of absence without pay may be granted to any employee to attend a Union convention or meeting on behalf of the Union, provided such leave does not disrupt the work programs of the Engineer, and is requested fourteen (14) days in advance.

SECTION 7. The Employer agrees to abide by the rules of the Family Medical Leave Act. If an employee takes FML, the Employer shall pay it's share of the insurance premiums for the duration of the leave.

SECTION 8. The Employer shall provide notice to the Union when an employee has taken a non-paid leave of absence or when an employee has terminated employment."

## **ARTICLE 22 COURT LEAVE**

SECTION 1. Employees shall be paid their regular rate of pay for time spent in jury duty or as a witness subpoenaed to testify in an action, provided that all compensation received for jury service or witness fees shall be remitted by the employee to the Employer. Employees, however, shall not receive pay when appearing in court for criminal or civil cases which concern the employee's personal affairs and in which the employee is a plaintiff or defendant. Such absences must be applied for as leave without pay, vacation, compensatory time or personal leave. Any employee dismissed from jury or witness service during their regular scheduled shift shall return to work if at least two (2) hours of their shift is still available, unless the court is outside the County.

## **ARTICLE 23 PERSONAL LEAVE**

SECTION 1. Bargaining unit employees shall receive twenty-four (24) hours paid personal leave days after one (1) year service, and thereafter each January 1st. Employees who leave prior to December 1 in any year will have their personal leave prorated on time completed in service of the Engineer for that year.

SECTION 2. To simplify paperwork, the Employer asks that personal days be taken in four (4) hour increments, however, personal days may be taken at the employee's discretion. Employees may take personal time in one-half hour increments at the beginning or end of the work day or in connection with the employee's lunch break. The Engineer shall provide transportation for the early return if available and does not conflict with other scheduled work.

SECTION 3. Employees taking personal leave should give notice to the Superintendent or his designee twenty-four (24) hours in advance but in no event no later than start time on the day they wish to take personal leave.

SECTION 4. Newly hired bargaining unit employees shall receive personal days on a prorated basis of eight (8) hours for each full four (4) months' service.

## **ARTICLE 24 SICK LEAVE**

SECTION 1. All employees shall earn sick leave credit at the rate of four and six-tenths hours for each eighty (80) hours in active pay status. Employees may use sick leave with the approval

of the Engineer or his designee. Sick leave may be used by the employee for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
4. Illness, injury, or pregnancy-related condition of a member of the employee's household where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
5. Examination, including medical, psychological, dental, or optical examination of a member of the employee's household by an appropriate practitioner where the employee's presence is necessary.

SECTION 2. Immediate family is defined as: grandparents, siblings, parents, parents-in-law, brother-in-law, sister-in-law, spouse, child, grandchild, or legal guardian.

SECTION 3. Unused sick leave shall be cumulative without limit. When a sick leave is used, it shall be deducted from the employee's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence from previously scheduled work.

SECTION 4. Use of sick leave shall be increments of one-half (1/2) hour.

SECTION 5. Upon retirement, accumulated sick leave shall be paid at the rate of one hundred percent (100%) up to 30 days, then fifty percent (50%) up to 75 days, then twenty-five percent (25%) for days after 75. In case of death, accumulated sick leave shall be paid at the rate of one hundred percent (100%), if the deceased was employed at the time of death or during the incident leading to death. Sick leave benefits shall be paid to the employee's spouse or estate.

SECTION 6. The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement, or a physician's certificate shall be grounds for disciplinary action. Any illness exceeding two (2) days must be accompanied by a doctor's certificate. Any illness exceeding five (5) days must be accompanied by a doctor's statement of full release stating the employee is able to perform the essential functions of their position.

When an employee is unable to report to work, he shall notify the Superintendent or other designated person no later than 7:00 a.m., unless emergency conditions make it impossible.

If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, and medical attention is required, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

The Engineer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the

employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Gallia County Engineer's Department.

SECTION 7. BEREAVEMENT LEAVE. Employees shall be granted two (2) days with pay for bereavement leave for members of the immediate family as defined in Section 2 of this Article.

Employees shall be granted up to three (3) days sick leave in addition to the above.

## **ARTICLE 25 VACATION**

SECTION 1. Vacation leave shall accrue to the employee per pay period in active pay status as defined below. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave may be taken by the employee during the year in which it accrued, unless the employee wishes to accumulate and carry over his accrued vacation leave to the following year (anniversary date). Vacation leave cannot be carried over for more than a maximum of three (3) years accumulation, and any excess over three (3) years, the employee shall be required to take time off or if Management refuses time off due to operating needs, receive pay for the time in excess so as not to reflect as loss of the same.

SECTION 2. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

All full-time employees shall earn vacation leave based on years of service with the Gallia County Engineer. Credit will be given for service accumulated within the Ohio Classified Civil Service System.

Accumulation shall be as follows:

<u>YEARS SERVICE IN DEPARTMENT</u>	<u>MAXIMUM ACCUMULATION</u>	<u>VACATION HOURS CREDITED</u>
Less than 1 year	3.1 hours	0
After 1 year of service	3.1 hours	80 hr (10 wrk days)
After 6 years of service	4.6 hours	120 hr (15 wrk days)
After 13 years of service	6.2 hours	160 hr (20 wrk days)
After 20 years of service	7.7 hours	200 hr (25 wrk days)

SECTION 3. In case of death, accumulated vacation leave shall be paid at the rate of 100% to the employee's spouse or estate, so long as such payment does not violate any provision of applicable Ohio law.

SECTION 4. Annual vacation leave will be taken at such time as the employee and superintendent mutually agree upon. Request of 3 days or less vacation shall be requested the day before, and for request of 4 days or more the employee shall make such request by 4:00 p.m., ten (10) days before.

SECTION 5. The amount of employees on vacation may be limited to not more than four (4) employees at any one time.

SECTION 6. Employees who have used all their sick leave will be allowed to use vacation days in lieu of sick leave. Vacation used in lieu of sick leave will be taken in accordance with the provisions of Article 24, Sick Leave.

## **ARTICLE 26 HOLIDAYS**

SECTION 1. All full-time employees will be paid for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding will be observed as the holiday. In the event that any of these holidays fall on Sunday, the Monday immediately succeeding will be observed as the holiday.

The holiday shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m., or the nearest starting time thereto on the holiday.

Holidays that fall in the ten (10) hour work period will be paid ten (10) hours effective May 6, 2013.

SECTION 2. Eligibility and Method of Payment.

1. A Bargaining Unit member required to work on one of the above enumerated holidays shall be paid one and one-half (1- 1/2) times his/her regular rate of pay plus his/her normal eight (8) hours holiday pay, any overtime work past the employee's original eight (8) hours shall be paid at one and one-half (1-1/2) times the employee's normal rate of pay for all hours that fall within the twenty-four (24) hour period of the holiday.
2. A Bargaining Unit member will be paid his/her regular hourly rate of pay times eight (8) when not scheduled to work on one of the above enumerated holidays, provided he/she has worked all of his/her scheduled hours on the last day before

and the first day after the holiday or has been on approved leave.

3. In addition to those Bargaining Unit members eligible in accordance with Section B-1 and 2, the following employees shall be paid for the holiday:
  - a. A Bargaining Unit member who is unable to work his/her full scheduled hours on the last scheduled day before a holiday or his/her scheduled hours on the first scheduled day after a holiday because of a compensable injury (Workers' Compensation injury) sustained by the employee;
  - b. A Bargaining Unit member who is on vacation when the holiday occurs;
  - c. A Bargaining Unit member who is on approved paid sick leave.

SECTION 3. If an employee works on Christmas or New Years Day, he shall receive two (2) times his regular rate of pay for all hours worked in addition to their holiday pay, a premium for all hours worked on these two (2) holidays which were scheduled off.

## **ARTICLE 27 INSURANCE**

SECTION 1. The health insurance coverage shall be the plan offered and approved by the Engineer. The Engineer agrees to pay the cost of health insurance, except that the employee agrees to pay 14% of the plan's monthly premium.

The Employer agrees to provide employees, who show they have insurance through another means other than the Gallia County Health Insurance Plan, with \$1,650 a year insurance buy-out. The Employee must provide the Engineer with proof of insurance coverage to be eligible for this buy-out. Buy-out shall be pro-rated for partial year use. However, the insurance buy-out is not available to any employee who is covered through another means of public assistance (for example: the Ohio Medical card).

SECTION 2. The Employer agrees to notify the Union in the event of a change in insurance benefits.

SECTION 3. The Employer agrees to pay \$48.75 per bargaining unit employee per month for the AFSCME Care Plan benefits of Dental, Vision, Hearing, and Life Insurance for the duration of the Agreement. This rate shall not increase during the term of the Agreement.

**ARTICLE 28  
FOUL WEATHER GEAR**

The Employer agrees to furnish gloves, rubber boots as needed.

Glasses that are struck and damaged in an accident while at work may be replaced or repaired.

**ARTICLE 29  
COMMERCIAL DRIVERS' LICENSE**

SECTION 1. The Employer shall specify which positions or equipment requires a valid State of Ohio Commercial Drivers License, and which endorsements are necessary according to the Code.

SECTION 2. The Employer agrees to reimburse employees for the cost of the Commercial Drivers License and required endorsements and any renewable fees for such.

SECTION 3. Employees who do not possess the required CDL with endorsements will not be permitted to operate the equipment which requires the same. The employee will be removed from his position and will be offered any other available/open position pursuant to Article 16, for which he is qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 18 of this Agreement.

SECTION 4. Any employee who loses his driving rights or insurability under the County's vehicle insurance will have six (6) months to reinstate their license and insurance. If unable to obtain within the six (6) month period, the employee shall be terminated.

SECTION 5. All employees in the bargaining unit must have a valid commercial drivers license. Terry Ward shall be grandfathered in his current position of Laborer II and shall not be required to obtain CDL while in that position.

**ARTICLE 30  
HOURS OF WORK AND OVERTIME**

SECTION 1. Work schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment. Changes in work schedules may be made to meet the operational needs of the Employer.

The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees. The normally scheduled hours of work are 7:00 a.m. to 3:30 p.m., Monday through Friday.

Every eight (8) hour work period shall include at the minimum a one-half (1/2) hour unpaid lunch period beginning at 11:00 a.m. (or within 15 minutes of 11:00 a.m.) during which time the employee is not on duty or on call.

No employee shall be permitted to work through his/her lunch without the prior approval of the

superintendent or, if applicable, the acting superintendent. Should an employee work through his/her lunch without the prior approval of the superintendent or acting superintendent that employee will not be paid overtime for working through his/her lunch.

There shall be two (2) fifteen minute breaks during the workday, one (1) in the morning and one (1) in the afternoon. All employees will be allowed a fifteen (15) minute cleanup period at the end of each workday. The cleanup period shall consist of washing hands, cleaning tools and equipment, work reports, fill out RFL's (request for leave), put tools and equipment away, fueling equipment and preparing tools/equipment for next work days. All RFL's shall be filled out and submitted on employees time or 15 minute clean up.

SECTION 2. All employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked over forty (40) hours in a week.

Employees may elect to take compensatory time in lieu of overtime pay at the rate that overtime pay is earned. Comp time must be taken in half (½) hour increments and must be requested. Such request shall be granted if such does not "unduly disrupt" operation. Compensatory time off may accrue to one hundred fifty (150) hours. Any accrual over one hundred fifty (150) hours shall be paid to the employee in cash. Compensatory time off not taken within the year or will be paid out 100% to employee in December of every year. All other rules of Comp time shall be as governed by Part 553 of the Federal Fair Labor Standards Act. Twenty-four (24) hours notice must be given for use of comp time and approval received by the Superintendent or Engineer.

SECTION 3. CALL-IN. An employee who is called in to work at a time when not regularly scheduled and reports shall receive a minimum of two (2) hours pay at the overtime rate for such call-in. Lunch will not be taken when there is a call-in on a non-scheduled work day, or when deemed necessary by Engineer during emergency.

Nonduplication. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave will not be figured or used in the computation of overtime.

SECTION 4. The parties to this Agreement realize that the Gallia County Engineer and its employees must be able to respond to situations after hours that must be corrected as part of work at the Gallia County Engineer's Office. As such, overtime will be necessary at times.

Should the Engineer require an operator for specific equipment, the Engineer shall call only qualified operators.

Both parties to this Agreement also recognize that due to the operational needs, distance between job sites and the distance from job sites to the garage, the employer shall call out based on emergency needs. In order to complete a particular day's task, overtime may be awarded to only those employees currently on a particular job site. This situation shall apply only to unforeseen circumstances.

The Gallia County 911 Center , the Superintendent or Engineer will make all emergency call-

outs. The Gallia County Engineer's Office may direct the 911 Center on the appropriate number of employees in each classification to be called. The Dispatcher will document the response received from each employee called and return such information to the Gallia County Engineer's Office.

There shall also be established Sign and Emergency Tree Removal employees in order to effectuate the speedy and safe removal of trees from the roadway. The existing grader areas will also be established as tree removal areas.

One employee from each area will be permitted to volunteer as the emergency tree removal volunteer in that area. Employees shall first be offered by seniority for such assignment. The Sign and Emergency Tree Removal employee from a particular area will be called first if tree removal in that area is required. If that employee is not available, the Sign and Emergency Tree Removal employee in the next closest area will be called. Each employee, once they volunteer, will be the Sign and Emergency Tree Removal employee in that area for a six (6) month period.

Each Sign and Emergency Tree Removal employee will be supplied with a chain saw, fuel/can, tools to maintain the chain saw, hand-held radio with charger, OSHA approved safety vest, OSHA required chain saw safety protective equipment, road flares and triangle reflectors. All supplies shall be returned to the Gallia County Engineer after the employee's term as the Sign and Emergency Tree Removal employee ends.

SECTION 5. In the event employees are required to stay on duty twelve (12) or more consecutive hours, the Employer shall provide a meal allowance of \$10.00 and for each four (4) hours thereafter.

SECTION 6. Overtime lists will be posted every three (3) months when requested by the Union.

SECTION 7. Necessary Overtime.

1. All Bargaining Unit member are required to work overtime to accomplish the Gallia County Engineering Department's mission and task as directed by the Ohio Revised Code.
2. No Bargaining Unit member will be required to work more than sixteen (16) hours continuously, unless:
  - a. An emergency situation or natural disaster exists; and/or
  - b. The work will be completed within a short time beyond the sixteen (16) hour period.
3. All Bargaining Unit member of the Gallia County Engineering Department are required to furnish and have a telephone number on file with the Department so the Bargaining Unit member can be called out for emergencies such as downed trees, snow, ice, floods, etc.

**ARTICLE 31  
PAY DAY/RECORDS**

SECTION 1. All employees shall receive their entitled pay checks once every two (2) weeks, on Friday, and shall also receive a pay stub with total withheld taxes, with a slot for deductions and credit union deductions, sick leave earned, sick leave used, vacation earned, vacation used, and a balance of the same subject to the County Auditor's procedures.

SECTION 2. The Engineer's office will provide a monthly list of compensatory time balances for members of the bargaining unit.

**ARTICLE 32  
LONGEVITY**

SECTION 1. Longevity shall be paid to employees and added to the employees' hourly base rate under the following schedule:

All bargaining unit employees hired after August 1, 2013 shall not receive longevity pay. All bargaining unit employees hired prior to August 1, 2013 shall receive three cents (\$.03) additional hourly pay for each year of service.

**ARTICLE 33  
WAGES**

SECTION 1. Across the board hourly increases to bargaining unit members shall be as follows:

8/1/13	Three percent (3%)
8/1/14	Two point five percent (2.5%) per hour increase
8/1/15	Two percent (2.0%) per hour increase

SECTION 2. New employees shall start at the starting pay of the classification as follows: All current employees are grandfathered in at their current rate of pay and any subsequent wage increase. Only employees who are at 100% of their pay classification are eligible for the wage increase.

Laborer II	\$15.00
Equipment Operator II	\$16.00
Equipment Operator III	\$16.50
Equipment Operator IV	\$17.00
Mechanic I	\$17.00
Mechanic II	\$17.50
Mechanic III	\$18.00

Employees hired into the bargaining unit after August 1, 2010 will at the Engineer's discretion start at eighty percent (80%) of the rate listed for the job or position for which they are employed until they have completed their probationary period. After completion of the probationary period, the bargaining unit member will receive eighty-five percent (85%) of the rate of the job or position being worked until they have completed one (1) calendar year of employment with the Gallia County Engineer's Office. After one (1) calendar year the bargaining unit member will receive ninety percent (90%) of the rate of the bargaining unit position they are working, and at the completion of the eighteen (18) calendar months, they will receive ninety-five percent (95%) of the rate of the bargaining unit position they are working. At the completion of two (2) calendar years, the bargaining unit member will receive the rate of one hundred percent (100%) of the job they are working.

#### **ARTICLE 34 SEVERABILITY**

SECTION 1. This agreement is subject to all applicable laws. In the event any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 2. The Engineer and the Union agree to meet within thirty (30) days following notification by either party that any provision of the Agreement has been determined unlawful, for the purpose of negotiating a lawful alternative provision on the subject matter.

#### **ARTICLE 35 DURATION OF AGREEMENT**

SECTION 1. This Agreement shall be effective August 1, 2013 and shall remain in full force and effect until 12:00 midnight, July 31, 2016, unless otherwise terminated or modified as provided herein. The Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written or modified unless one party gives written notice to the other party of its desire to modify, amend, or terminate this Agreement. Written notice of such intent shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations upon receiving such notice of intent, with times and place mutually agreed upon.

SECTION 2. This Agreement constitutes the entire contract between the Engineer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Engineer and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

**ARTICLE 36  
PROTECTIVE EQUIPMENT**

The Employer shall provide protective equipment for use with welding torches and chainsaws; and where jobs require protective clothing.

**ARTICLE 37  
CATASTROPHIC ILLNESS - TRANSFER OF SICK LEAVE**

Members of the Bargaining Unit will be allowed to donate and transfer up to thirty (30) days accumulated sick leave per year for a member or members who have exhausted their sick leave and vacation in lieu of sick leave due to a catastrophic illness. Sick leave shall be transferred in increments of at least three (3) days per transfer and as often as once per month.

Catastrophic, for purposes of this Article, shall mean an employee (or immediate member of the employee's family living with the employee) suffering an extended and debilitating illness, as recognized by both the Union President and County Engineer. Also, the parties understand other mutually agreed situations may arise that will be considered for the granting of sick leave transfer. The Local President shall be responsible for presenting to the County Engineer properly signed forms transferring sick leave. Sick leave shall be transferred without consideration for differences in rates of pay; however, said payment of sick leave shall be based on the donee's current rate of pay.

**ARTICLE 38  
GUIDELINES FOR NEGOTIATIONS**

SECTION 1: The following guidelines for negotiations shall be applicable to the present and all future negotiations between the parties:

1. Location of Meetings

Meetings will be held at a mutually agreed to site.

2. Dates and Times of Meetings

Sessions will be scheduled by mutual agreement on an as-needed basis. Sessions will normally be for three (3) hours maximum duration. Nothing herein shall prohibit the parties from mutually consenting to extend the sessions.

The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

3. Bargaining Committee Composition

The Union team will consist of not more than six (6) bargaining unit participants. The Management bargaining team shall consist of no more than six (6) participants.

4. Chief Negotiator

There shall be only one (1) spokesperson (the Chief Negotiator) for each party. It is recognized that, upon occasion, other team members may address issues.
5. Requests For Data

All requests for data shall be in writing. Available and relevant data necessary for the Union to adequately represent its interest will be furnished by the Employer. A reasonable fee may be assessed to cover the cost of copying such data.
6. Written Proposals/Material

All formal proposals shall be in writing, and submitted in sufficient quantity to provide copies for each member of the other party's bargaining team. There shall not be any new proposals placed on the table after the third session unless by mutual agreement of the parties. Either party may at any time during negotiations offer verbal (table) counters to written proposals.
7. Meeting Notes

No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
8. Caucus

A caucus may be called at any time during negotiations by the Chief Negotiator for either committee. Caucuses shall normally not exceed thirty (30) minutes unless mutually agreed to extend the time.
9. News Media

It is agreed that during the negotiating period, through mediation, neither party will issue a statement to the news media. If, in the normal conduct of negotiations, such press releases should become necessary, the content must be mutually acceptable.
10. Order of Proposals and Counterproposal

The parties agree that they will attempt to reach tentative agreement on all non-economic issues, before the parties commence negotiations on the language regarding items of an economic nature.

Upon receiving the Union's initial proposals, the Employer will respond with written proposals and counterproposal on all non-economic issues at the next scheduled negotiating session, unless a different date for response is otherwise

mutually agreed upon.

11. Agreements

Articles or, when appropriate, sections of Articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the negotiating committees as tentative agreements.

It is mutually agreed that such tentative agreement shall resolve the respective Section or Article in question, and that no further negotiations on the same issue shall be required until such time as a total agreement is reached on all issues and the Agreement is either accepted or rejected by the respective parties. Tentative agreements shall not be made effective until the total final Agreement is signed by both parties.

After final tentative agreement is reached on all Articles, the Union Bargaining Committee will present the Agreement to the membership of the local Union for ratification. If the Agreement is ratified, the Union shall notify the Agency's representative, who shall present the Agreement to the Board of Commissioners within fourteen (14) calendar days for ratification. In the event that the Board fails to act on the Agreement within thirty (30) calendar days of receipt, the Agreement shall become effective on the thirty-first (31st) day following receipt. If either party rejects the Agreement, the parties shall meet at least one (1) time with a mediator to attempt to resolve the issues. Such meeting shall occur within five (5) workdays following notice of rejection to either party, if possible.

Upon ratification by the Board and the local Union, the Bargaining Committee will meet within twenty (20) calendar days to execute the Agreement by affixing signatures of the parties.

12. Impasse Procedures

If impasse is declared, the parties shall jointly obtain the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet at times mutually agreeable to them and the Mediator. Mediation may continue up to thirty (30) calendar days. If the parties have not arrived at a mutually agreeable settlement at the end of the thirty (30) calendar days, the Board will give the Union a final offer in writing. The Union will take this offer back to the Union membership for a secret ballot vote within fifteen (15) calendar days. The Union will report the results of the vote on the final offer to the Board's Chief Negotiator. If the final offer is rejected the Union may give the Board notice of their intent to exercise their right to strike under Ohio Revised Code 4117.14. The parties may continue to negotiate and mediate thereafter in an attempt to reach an agreement. This impasse procedure shall constitute the sole and exclusive dispute settlement procedure and shall operate in place of Ohio Revised Code Section 4117.14

The above shall constitute a mutually agreed upon dispute settlement procedure

and a waiver by the parties of the procedures for fact finding as provided under Section 4117.14 (c), (3), (4), (5), and (6).

**SIGNATURE PAGE**

This Agreement is hereby executed on this 6<sup>th</sup> day of MAY, 2013.

**FOR THE ENGINEER:**

**FOR THE UNION:**

Brian G. Scott

Charles E. Chambers

Don W. Roush

Devail Campbell

Jennifer B...

Michael T. Besser

[Signature]

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Beant ...

\_\_\_\_\_

DJW

Gary W Arnold

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