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04/29/2014

**AGREEMENT**

**BETWEEN**

**THE STARK COUNTY ENGINEER  
AND  
OHIO COUNCIL 8 AND LOCAL 2198, BOTH OF  
THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**DATE OF EXECUTION TO OCTOBER 31, 2016**



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## ARTICLE 1 - PREAMBLE/PURPOSE

### Section 1.1

This Agreement, entered into by the Stark County Engineer, hereinafter referred to as the "Employer", and American Federation of State, County Municipal Employees (AFSCME), Ohio Council 8 and Local 2198, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;
- B. To achieve to set forth the full and complete understanding and agreements between the parties governing matters pertaining to the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein;
- C. To provided for the adjustment and resolution of grievances which may arise;
- D. To achieve and to maintain a stabilized Employer/Employee relationship and to promote improved work performance; and
- E. To assure the continuation and effectiveness of public services; and all other provisions contained herein.

## ARTICLE 2 - UNION RECOGNITION/BARGAINING UNIT

### Section 2.1 Bargaining Unit Composition

The Employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent regarding any and all matters pertaining to wages, hours and terms and all other conditions of employment in the following unit:

Included:

All employees of the Stark County (Highway) Engineer, including all service, maintenance and technical employees working in the following classifications:

Assistant Safety Officer/Driver Trainer	Bridge Welder 2
Bridge Foreman	Drafting Technician 1
Bridge Worker 1	Drafting Technician 2
Bridge Worker 2	Drafting Technician 3
Bridge Worker 3	Drafting Technician 4
Bridge Welder 1	Electrician

Garage Utility Worker 2  
Garage Utility Worker 3  
Garage Foreman  
Garage Welder 1  
Garage Welder 2  
Highway Foreman  
Highway Worker 1  
Highway Worker 2  
Highway Worker 3  
Hydraulics Foreman  
Labor Crew Leader  
Mechanic Foreman  
Mechanic 1  
Mechanic 2  
Mechanic 3  
Road Inspector 1

Garage Utility Worker 1  
Survey Technician 1  
Survey Technician 2  
Survey Technician 3  
Survey Technician Foreman  
Technician 1  
Technician 2  
Technician 3  
Technician 4  
Traffic Foreman  
Traffic Worker 1  
Traffic Worker 2  
Traffic Worker 3  
Warehouse Assistant  
Road Inspector 2

**Excluded:**

All Management level, clerical, professional employees (including the classifications of Project Inspectors), confidential employees, students and supervisors as defined in the Code; all seasonal and casual employees as defined by the State Employment Relations Board.

**Section 2.2 Bargaining Unit Work**

Supervisors shall not be assigned to perform work of bargaining unit employees where such work displaces a member of the bargaining unit, or where such work is performed for the purpose of avoiding assigning overtime to members of the bargaining unit. The parties agree that supervisors may perform any work in a bona fide emergency, or to remove a public hazard for safety reasons, or for purposes of training or instruction.

**Section 2.3 New or Abolished Job Classifications**

Should a new classification be created, or an abolished classification recreated, a title changed or if the duties of a classification are changed substantially, or a classification is abolished, the Employer will notify the Union at least fourteen (14) calendar days prior to the decision being made. The Union will be supplied a copy of the current job description. If agreement is reached, a joint petition to amend the certification will be filed in writing with SERB. If no agreement can be reached, either party may file a timely petition with the State Employment Relations Board or the parties may file a joint petition.

**ARTICLE 3 - UNION RIGHTS/REPRESENTATION**

**Section 3.1 Staff Representation Rights**

The Employer agrees that up to two (2) Union staff representatives shall have access and be permitted to enter any Employer facilities during the normal office business hours Monday through Friday. Such access will be for the purpose of processing grievances or attending meetings as permitted herein. Visitation for the purpose of investigating complaints,

delivery of necessary Union correspondence or information for Union officers and representatives (stewards) may, with prior approval, be done during work hours. Notwithstanding the above provisions, the Union staff representatives may be accompanied by the Union President or his designee with the prior approval of the Employer, during such access to consult with employees in the assisting and settlement of grievances or complaints, and to carry into effect the terms and provisions of this Agreement. It is understood such access and visitation shall not interfere or disrupt work in progress. Further, such approval shall not be arbitrarily or unreasonably denied.

### **Section 3.2 Union Stewards**

The Employer shall recognize, in addition to the local Union President, all other official representatives, including the Chief Steward and stewards. The Union may appoint up to one (1) steward and one (1) alternate at each facility/outpost with the exception of Southway (Headquarters) which may have up to three (3) stewards and three (3) alternates.

### **Section 3.3 Union Rosters**

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

1. Name
2. Union Office Held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of the person's selection and/or position held.

### **Section 3.4 Union Rights**

The Union President or designee and other Union Stewards shall be permitted time off without loss of pay or benefits to meet with the Employer at grievance meetings, disciplinary meetings, health and safety meetings or to attend other meetings required under this Agreement. The Union President or designee may request additional time to meet with the Engineer or for special purposes. Transportation to and from the job site shall be the responsibility of the Union President; however, the Employer may provide transportation for this purpose if it is available. The writing of grievances shall be on non-work time other than as provided herein. When the Union President or designee or any other steward needs to process grievances or matters under this Article or this Agreement which requires information and copies of personnel records and data as to supporting documentation, or to establish or follow-up in representation rights under this Agreement or as provided by law, may utilize the Employer's telephones for local calls or short wave radio communication system, with the approval of the Employer and further provided that such approval shall not be unreasonably or arbitrarily denied.

A steward or other representative involved in representation of an employee at a grievance presentation or disciplinary conference will be permitted to leave their work and work area

to represent the member at the meeting, provided the steward notifies their supervisor of their time of departure from and upon their return to the job. Approval will not be arbitrarily or unreasonably withheld. The Employer will provide a log for this purpose.

The Union President, Vice President, and Chief Steward shall be permitted to investigate, process and/or write grievances at no loss of pay each business day with prior approval of management. Approval will not be arbitrarily or unreasonably denied. The Employer shall provide the Union space at the main garage of the Employer for the purpose of conducting the aforementioned Union business.

Any alleged abuse of the Union business prescribed by this Article shall be a proper subject of a labor/management meeting. The Union agrees to take whatever action necessary to correct proven abuses of Union business.

### **Section 3.5 Union Rules**

Rules governing the activity of the Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with the normal work duties of other employees. The Union further agrees not to conduct internal Union business during working hours except to the extent specifically authorized herein. However, solicitation of membership may be done during non-work time.
- B. The Employer agrees not to interfere, restrain, coerce or otherwise restrict the officers, representatives or stewards in the performance of their representation rights as provided by this Agreement.
- C. The Employer agrees, to provide the Union President or his designee and Ohio Council 8 representatives, access to necessary information contained in records/files of any bargaining unit employee who files a grievance, or appeals a disciplinary action. Other relevant information necessary to process a grievance or to represent an employee under the terms and conditions of this Agreement shall be provided to the Union within a reasonable time after the written request of the Union. Reasonable requests for copies shall be at no charge to the Union.
- D. The Union may use the Employer's local telephone services and internal mailing system and short wave radios at no charge for the purpose of the terms and provisions of this Agreement, with prior approval of the Employer, and further provided that such approval shall not be unreasonably or arbitrarily denied.
- E. Union Orientation: Once each month, the president or designee may, upon written request, meet with all bargaining unit employees hired the prior month for one (1) hour duration to inform said employees of functions of AFSCME Local 2198. County facilities shall be made available for this purpose.

## ARTICLE 4 - MANAGEMENT RIGHTS

### Section 4.1 Management Rights

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

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees.
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management.
- C. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed.
- D. To determine the department's goals, objectives, programs and services and to utilize both internal and external personnel in a manner designed to effectively meet these purposes.
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish, modify, consolidate and determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked.
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department.
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained.
- H. To determine the necessity to schedule overtime and the amount required thereof.
- I. To maintain the security of records and other pertinent information.
- J. To determine the overall budget.
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation.

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

**Section 4.2 Union Recognition of Management Rights**

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

**ARTICLE 5 - NO STRIKE/NO LOCKOUT**

**Section 5.1**

The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievance. The parties, therefore, agree to the following:

- A. The Union agrees that the local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members, during the term of this agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work.
- C. It is specifically understood and agreed that the Employer may impose any discipline or may discharge employees engaged in an unauthorized work stoppage or other interruption of operations or services. Such discipline is not limited to that specified in Section 4117.23 ORC.

**Section 5.2**

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

**Section 5.3 Picket Lines**

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a picket line on a job.

## **ARTICLE 6 - DUES DEDUCTION, FEES, ASSESSMENTS**

### **Section 6.1 Union Dues**

The Employer agrees to payroll deductions of Union dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

### **Section 6.2 Union/Employer Responsibilities**

The Employer agrees to deduct regular payroll deductions of dues, fees or assessments, once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for said deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

### **Section 6.3 Fair Share Dues**

Pursuant to the provisions of Section 4117.09 (c) of the Ohio Revised Code and effective as of December 1, 1987, all bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee as a condition of continued employment. Further, all new employees hired after November 1, 1987 who do not become members of the Union, shall be required after the one hundred twenty-first (121<sup>st</sup>) day of employment to pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union nor shall fair share fees exceed dues paid by members of the Union who are in the bargaining unit covered there under. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09 (c) of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee. The Fair Share Fee amount shall be certified to the Employer by the Union. The deduction of the Fair Share Fee will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

### **Section 6.4 Religious Exemption**

Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, if the Board

shall declare any such employee exempt from becoming a member of or financially supporting the Union, then such employee shall be required, in lieu of the fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable organization exempt from taxation Under Section 501 (c) (3) of the Internal Revenue Code and show proof of same during the term of the Agreement.

#### **Section 6.5 Termination**

The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon an employee's:

- A. termination of employment;
- B. transfer to a job other than one covered by the bargaining unit;
- C. layoff from work;
- D. an unpaid leave of absence.

#### **Section 6.6 In-sufficient Wages**

The Employer shall not be obligated to make deductions of dues, fees or assessments from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions, fees or assessments.

#### **Section 6.7 Corrections**

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, fees or assessments. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

#### **Section 6.8 Rates**

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues deductions, fees or assessments.

#### **Section 6.9 Hold Harmless Agreement**

The Union warrants and guarantees the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from the deductions, fees or assessments made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **Section 6.10 County Warrant**

The County shall forward deductions by warrant to the Treasurer of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43205, care of Comptroller. With such warrant shall be an alphabetical listing of employees for which deductions were made. Such warrant shall be forwarded within fifteen (15) calendar days following the date payroll warrant is issued in which deductions were made. The County Engineer shall state the cause or reason for any changes in the alphabetical listing of employees. A copy of such warrant, alphabetical list and changes shall also be forwarded to the Treasurer of Local 2198.

## **ARTICLE 7 - NON-DISCRIMINATION**

### **Section 7.1 General**

Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, political affiliation, marital status, disability or handicap which does not interfere with the ability to perform the functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

### **Section 7.2 References to Employees**

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 7.3 Employee Rights**

The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union and there shall be no discrimination, interference, restraint or coercion by the Employer/representative or the Union, against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

## **ARTICLE 8 - WORK RULES**

### **Section 8.1 General**

The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employee's services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures or those which violate this Agreement.

### **Section 8.2 Work Rule Implementation**

At least fourteen (14) calendar days prior to implementation of any new or reused work rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer shall post a copy and forward a copy to the President of the local Union or his designee.

**Section 8.3 Work Rules in Violation of Contract**

The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

**Section 8.4 Copies of Handbook**

The Employer shall continue to provide employees with copies of the employee handbook and changes thereto.

**ARTICLE 9 - BULLETIN BOARDS**

**Section 9.1 General**

The Employer agrees to provide adequate space for bulletin boards in agreed upon areas of each facility in which bargaining unit employees are assigned, for use by the Union.

**Section 9.2 Posting Guidelines**

All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local Union President or his designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees and independent arms of the Union; and
- G. Rulings or policies of the Union.
- H. All other notices of any kind not covered in A through G above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:
  - 1. Reporting, commentary, endorsement, criticism or any other statement which is politically motivated or considered of a political nature, except as provided in B through E above;

2. Personal attacks upon any other member or any other employee or elected officeholder;
3. Attacks on any employee organization, regardless of whether the organization has local membership.
4. Materials or Articles not promoting purposes of Article I.

### **Section 9.3 Union Material**

No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

### **Section 9.4 Violations**

If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to remove the document in question. The document shall be removed and the Union may request a meeting to discuss the issue, if it is in disagreement with the determination of the Employer or file a grievance.

## **ARTICLE 10 - DISCIPLINARY PROCEDURE**

### **Section 10.1 General**

No form of disciplinary action will be taken against any employee except for just cause.

### **Section 10.2 Guidelines**

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.
- C. Disciplinary Procedures: Progressive discipline measures may be utilized in an attempt to correct deficiencies in workplace conduct and behavior.

Disciplinary actions may include oral warnings, written warnings, suspension, demotion and/or dismissal. An employee shall be informed of a violation of the Engineer's policies or rules. The employee will be given an opportunity to improve before being dismissed, unless the seriousness of the conduct or rule violation calls for immediate action. An explanation of the level of discipline may be used to correct employee behavior as follows:

1. **Oral Warnings:** Oral warnings may be issued to correct minor deficiencies in conduct. The conversation will include a thorough review of the problem area, what is expected of the employee and why, as well as an explanation to the employee of how expectations for the employee conduct have not been met.

The employee will be given an opportunity to explain the reasons for the conduct, and offered suggestions for improvement. It is recommended that a written record of the oral warning sessions be made. The supervisor at the department level should retain this record.

2. **Written Warning:** A written warning may be issued due to the seriousness of an offense or if prior counseling has not produced the desired result. The written notice must:

Be labeled as a written warning. State the rules violated, or misconduct which has necessitated the disciplinary action. State ways deficiencies in conduct may be overcome. State the possible consequences if satisfactory improvement is not made. The employee shall be asked to sign the written reprimand, acknowledging receipt and understanding. In the event an employee refuses or prefers not to sign the document; appropriate notation should be made and initialed by the supervisor.

An employee shall be allowed to explain their actions and may provide a written response to the written reprimand. Both documents will be sent to the employee's personnel file. It is not necessary that the suspension action be held pending the receipt of the employee's comments.

3. **Dismissal.**

An employee may be dismissed for repeated misconduct or rules violation. Serious offenses may be cause for immediate dismissal.

The written notice must be labeled as notice of dismissal and state the disciplinary steps relating to any prior violation of policy and/or rules, misconduct or other actions necessitating dismissal. The employee should be asked to sign the notice of dismissal to acknowledge receipt. In the event an employee refuses or prefers not to sign the document; appropriate notation should be made and initialed by the supervisor.

4. **Classes of progressive discipline.**

4a). A Class One Offense will be defined in this article as a failure to follow established safety regulations. Because these areas address such a broad scope; each offense such as a seatbelt violation, safety shoe violation and hard hat violation shall be treated as an individual event under the progressive disciplinary process.

If an employee fails to comply with a Class One Offense and loses time under this progressive disciplinary process, the Class One Offense shall then be grouped as a Class Two Offense.

4b). A Class Two Offense shall be defined as any other item that doesn't meet the definition of a Class One or Three Offense. All Class Two Offenses shall be dealt with progressively.

4c). A Class Three Offense shall be defined as gross misconduct warranting immediate dismissal.

4d). See Appendix F (page) entitled "Examples of Offenses and Progressive Disciplinary Procedures". Discipline is not limited to only those items listed in the "Examples of Offenses and Progressive Disciplinary Procedures". They are illustrative only.

5. Drug and alcohol offenses are treated separately under Article 38 of the Collective Bargaining Agreement.

### **Section 10.3 Pre-disciplinary Hearing**

- A. Whenever the Employer determines that an employee may be disciplined, a pre-disciplinary hearing shall be scheduled by the Employer. No less than seventy-two (72) hours prior to this scheduled meeting with the employee, the Employer shall submit written notice as to the exact charges to the employee with a copy to the Union President or his designee. The employee shall be entitled to Union representation, and the Union shall have the right to be present at such meeting, provided such employee requests Union representation. In the event the employee does not request union representation, the Union has the right to be present, but not participate at such pre-disciplinary hearing.

Further, if the employee does not request Union representation, the employee shall not be allowed representation by any other individual and/or organization. In the event the issue is not resolved between the parties, the Employer may proceed with disciplinary action by serving proper notice upon the employee and the Union following such pre-disciplinary hearing. The employee may appeal any such disciplinary action through the grievance procedure beginning at Step 2. The pre-disciplinary hearing shall be scheduled within thirty (30) calendar days of the incident that gave rise to the hearing or within thirty (30) calendar days of the employer gaining knowledge of the incident. No investigation shall exceed (60) calendar days. If the employer does not hold the pre-disciplinary hearing in accordance with the time lines in Article 10, the employee shall be held harmless.

- B. A pre-disciplinary hearing shall not be required for disciplinary action in which suspension, termination or demotion is not proposed. A copy of any discipline of record to be entered into the employee's personnel file, including proven incident reports, shall be given to the employee and the Union President or his designee within thirty (30) calendar days of the incident that gave rise to the discipline. If the employer does not supply copies in accordance with the time line contained herein, the employee shall be held harmless.
- C. All hearings shall be held during working hours of the employee's regular work day and with no loss of pay to the employee or witnesses by either party.

- D. At the pre-disciplinary hearing, the hearing panel and/or Administrator will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee.
- E. The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The Employer shall make available the names of witnesses, affidavits and other evidence to the employee and/or Union representatives upon request prior to the pre-disciplinary conference.
- F. The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the hearing panel and/or Administrator concluding as to whether or not the alleged conduct occurred. A copy of this report will be provided to the employee and Union representative present at the hearing within five (5) calendar days following the hearing. The Employer shall impose discipline (if any) within thirty (30) calendar days of receipt of the hearing officer's report.
- G. A pre-disciplinary hearing will be held by a panel and/or Administrator, who will be selected by the Employer. The panel and/or Administrator shall not be directly in the chain of command of the employee.
- H. The Employer shall decide what discipline, if any, is appropriate following receipt of the report of the hearing board.
- I. Decision of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within seven (7) calendar days of receipt of the order of discipline.

**Section 10.4 Disciplinary Time Periods**

Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Oral Warnings	6 Months
Written Warnings	12 Months
Suspension of five (5) days or less	18 Months
Suspension of six (6) days or more	24 Months

**Section 10.5**

The Employer agrees that all disciplinary procedures shall be carried out in private and in business like manner, within the timelines contained herein Article 10.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Section 11.1 General**

The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings and disputes that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement nor those matters not covered by this Agreement.

### **Section 11.2 Definition**

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this Agreement affecting a member of the bargaining unit.

### **Section 11.3 Scope**

A grievance, under this procedure may be brought by any employee of the bargaining unit. A group grievance may be brought by one affected employee or steward. A policy grievance may be initiated by the Union by submitting a written grievance at Step 2 of the procedure.

### **Section 11.4 Discrimination**

Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, he shall not seek redress through the grievance procedure outlined in this Article.

### **Section 11.5 Progression**

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

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step.

Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the affirmative based upon the union' relief requested; however, Management shall not establish a practice of not answering grievances.

### **Section 11.6 Written Grievance Content**

The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Name of the employee's immediate supervisor;
- D. Date and time of the incident giving rise to the grievance;
- E. Date and time the grievance was first discussed;

- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Section of the Agreement violated.
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

### **Section 11.7 Time Limitations**

The time limitations provided for in this Article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this Article, shall not include Saturdays, Sundays or holidays.

### **Section 11.8 Grievance Step Process**

Each grievance shall be processed in the following manner:

#### **Step 1 – Human Resource Manager**

An employee having a grievance will first bring that written complaint, within six (6) working days of the employee's knowledge of incident giving rise to the grievance, to the attention of the human resource manager or designee. All grievances must be written. The human resource manager, within six (6) working days of receipt of a written grievance, shall hold a formal meeting between himself and the employee and/or Union representative filing the grievance. Prior to this meeting taking place, the human resource manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within six (6) working days after meeting with the employee and/or Union, the human resource manager shall provide the employee and Union representative with his written response to the grievance. The human resource manager will also make a recommendation to the Engineer. If the employee is not satisfied with the written response received from the human resource manager, the employee or Union may within six (6) working days pursue the grievance to Step 2 of the procedure.

#### **Step 2 – Engineer**

The Engineer or designee, within six (6) working days of receipt of a written grievance, shall hold a formal meeting with the employee filing the grievance. Prior to this meeting taking place, the Engineer or designee shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ten (10) working days after the meeting, the Engineer or designee shall provide the employee and Union representatives in attendance with his written response to the grievance.

#### **Step 3 – Arbitration**

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within fifteen (15) calendar days of the date of receipt of answer at Step 2 and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits

prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall, meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change and/or alter any provision of this Agreement; nor add to, subtract from or modify the language therein arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinions which are not directly essential to reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the Employer received written notice of appeal from the answer of the Engineer in Step 1. The decision of the arbitrator shall be final and binding upon the Union the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally by the parties. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Any employee may have one (1) employee Union representative accompany him in Step 1 and up to two (2) employee Union representatives at Step 2 and one (1) non-employee Union official. The employee may have two (2) employee Union officials accompany him to Step 3, in addition to any non-employee Union officials. Employee representatives and grievant will lose no straight-time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure. Witnesses shall be paid by the party calling them. Up to two (2) employee witnesses shall be paid by the employer, additional witnesses may be paid provided the Union shows the need for their testimony prior to the hearing.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 3, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

The Employer shall provide a list of supervisors and department heads and areas of jurisdiction in processing grievances and any changes thereto upon the execution of this Agreement.

At any time the Union may withdraw an active grievance without precedent for other future cases.

## **ARTICLE 12 - PROBATION PERIODS**

### **Section 12.1 General**

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. A copy of a probationary employee's evaluations shall be given to the Union President or his designee for the purpose of improving the employee's performance.

### **Section 12.2 Promotions**

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin the effective date of the promotion and shall continue for a period of ninety (90) calendar days. The new wage rate shall be effective immediately. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

### **Section 12.3 Part-time Employees**

Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following hiring in the same manner as full-time employees.

**Section 12.4 Newly Hired Employees**

The Employer will furnish the Union a list of new hires within two (2) weeks of hiring indicating the person's name, address, date of hire, starting rate, department, classification and date of end of probationary period. The Employer shall also notify the Union within two (2) weeks for employees who have been terminated, promoted or transferred out of the bargaining unit.

**ARTICLE 13 - SENIORITY**

**Section 13.1 Break in Service**

Seniority shall be interpreted to mean and to be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in service. Once service is broken, unless the employee is reinstated by the Employer and the Union agrees to previous seniority credit, the employee loses all previously accumulated seniority. No bargaining unit employee shall be displaced by such return.

**Section 13.2 New Hires**

New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

**Section 13.3 Leave of Absence**

An approved leave of absence does not constitute a break in continuous service provided the employee follows proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or otherwise provided in leave of absence provisions of this Agreement.

**Section 13.4 Laid-off Employees**

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

**Section 13.5 Time Limit for Non-Bargaining Employees**

Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such seniority for up to ninety (90) calendar days as is provided in this Agreement, but he/she shall not accumulate additional seniority after the date of said promotion or transfer.

If the Employer should return an employee after ninety (90) calendar days to a job within the bargaining unit, his/her name shall be placed at the bottom of the seniority list for all purposes except vacation and longevity accrual.

Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any

section of this Article, but shall instead be placed at the bottom of any seniority list for his/her bargaining unit classification.

**Section 13.6 Seniority Posting Requirements**

The Employer shall post a seniority list within thirty (30) calendar days after the signing of this Agreement and once every twelve (12) months thereafter on all bulletin boards showing the date of service, classification, rate of pay and station assigned. One (1) copy of the seniority list shall be forwarded to the Union President or his designee. Once the seniority list has been posted, employees shall have fifteen (15) calendar days in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Any information which is not altered as a result of an employee challenge shall be considered final.

**ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 14.1 Notice of Vacancy**

Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, or new job classification is created and included in the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) calendar days. During the posted period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer through the Human Resource Manager. The written application is attached herein as Appendix B-1. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

The "Notice of Vacancy" shall contain the following information:

- A. Classification and position.
- B. Facility where the vacancy exists, if known.
- C. Division and the immediate supervisor.
- D. Pay range and base wage.
- E. Qualifications for the job as established and consistently applied by the Engineer.
- F. A brief description of the job duties.
- G. Effective date and expiration date of the posting.

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

**Section 14.2 Promotion Defined**

The term "promotion", for the purpose of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

### **Section 14.3 Factors for Promotion**

All timely filed applications shall be reviewed based on the following criteria to determine if the applicant(s) possess the minimum qualifications:

- A. Work History
  - 1. Past performance in present job.
  - 2. Aptitude and/or familiarity with the required duties of the new position.
  - 3. Disciplinary record.
  - 4. Attendance record.
  
- B. Education Background and Experience
  - 1. Outside training and experience.
  - 2. Inside training and experience.
  
- C. Physical and Medical Capability.
  
- D. Seniority.

The Engineer shall develop a written test for any promotional position(s) that have been determined to require a test. An outline shall be given to all applicants who have applied for the position at least ten (10) calendar days before the time of taking the written test. The outline shall concern only those topics pertaining to said test, only outlined topics and study material shall be applicable for test. Also, the Engineer may require a skill assessment evaluation (i.e. equipment operation) to determine a candidate's ability to perform tasks associated with the open position(s).

If two (2) or more employees have bid and meet the minimum qualifications and are substantially equal, as determined by the Employer in meeting the criteria outlined above, then seniority shall govern in the awarding of the position.

### **Section 14.4 List of "3" Applicants**

All qualified applicants shall be interviewed prior to the selection being made. A list of the top three (3) qualified applicants shall be made and the Engineer shall make the final selection from said list. The Employer shall select from those employees possessing the maximum educational and experience qualifications when filling the position. If two (2) or more employees have bid on a vacant position and have considerably equal ability as determined by the criteria above, the employee with the most seniority shall be awarded the position. If the position becomes vacant for any reason within six (6) months of the selection, then the Engineer shall fill the vacancy from the remaining two (2) employees on the final list.

### **Section 14.5 Notification**

Once the selection of the final list of three (3) has been made, the Employer will notify all remaining applicants and the Union President, or his designee of the selection.

#### **Section 14.6 Temporary Vacancy**

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for thirty (30) calendar days pending the filling of the vacancy on a permanent basis. Such temporary filling shall not be construed as a preference or a priority for filling the permanent vacancy. In the event the permanent position is not filled within thirty (30) calendar days, then the Employer shall rotate the temporary filling when practical. When the Engineer determines that a permanent vacancy exists per Section 14.1, then he shall attempt to fill said position within six (6) months.

#### **Section 14.7 Lateral Transfers**

The Employer shall award first to those applicants who are in the same classification requesting lateral transfer (Appendix B-2).

For purposes of this Article, a lateral transfer shall be defined as a transfer within the same department with the same rate of pay or a voluntary transfer within the department to a lower rate of pay.

Employer reserves the right to make lateral transfers for organizational efficiency, the Union shall be given the written notification of such transfers., at least seven (7) calendar days in advance, except in cases of unusual circumstances.

#### **Section 14.8 Compensation of New Position**

The position shall be awarded to the individual who best meets the criteria outlined in Section 14.3. If an employee is selected, he shall be compensated at the appropriate rate of pay for the new position immediately upon appointment.

Employees who are bidding down shall have their salary reduced to the appropriate rate upon transfer to the new position. Unless approved by the Engineer employees are not eligible to transfer positions during any probationary period they are on.

An employee may not transfer more than one (1) time in a six (6) month period. Except for new hires on their probationary period, qualified employees are eligible to bid on any promotional position.

#### **Section 14.9 Job Vacancy**

If no employee is qualified for the position or no employee submits a bid for the position, the Employer shall fill the position from an eligible list, if one exists, or provisionally from those applicants outside the agency. If a vacancy is not filled from inside or outside within six (6) months, then the Employer shall repost the position pursuant to Section 14.1.

#### **Section 14.10 Probation Period**

The policy of the Employer is to promote senior employees whenever practical. An employee who is awarded a promotional vacancy shall be given a ninety (90) calendar day probationary period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time

prior to the ninety-first (91) calendar day in the position with all entitled seniority accruals in prior position.

**Section 14.11 Notice for Entry Level Transfers**

Entry level positions are Highway Worker I, Bridge Worker I, Traffic Worker I, Mechanic I and Garage Utility I. Prior to the employment of any entry level employees, or the establishment of a permanent transfer position, the Employer shall give the Union President or his designee seven (7) calendar days advance notice and post said notice on all employee bulletin boards. The Employer will give current bargaining unit employees with the highest hours accrued seniority precedent to transfer into those areas.

**Section 14.12 Notice of Postings, Promotions or Transfers**

The Union President, or his designee, shall receive a copy of all job postings and job awards for promotions and lateral transfers.

**ARTICLE 15 - LAYOFF AND RECALL**

**Section 15.1 Notification**

In any case of an anticipated layoff of a bargaining unit employee, by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees and to furnish the Union supporting documentation and adequate information and verification supporting any layoffs.

**Section 15.2 Written Notice**

The Employer may lay employees off only for reasons of lack of work, lack of funds or reorganization. Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective day of layoff. The notice shall advise the employee of appeal rights through the grievance procedure and bumping rights. The President of the Union or his designee shall be forwarded a copy of all layoff notices served on any employees the day of mailing or personal service.

**Section 15.3 Order**

The Employer may determine in which classification layoffs will occur and which station/facility will be affected. Employees shall only be laid off within the affected station/facility and classification by Employer seniority in the following order:

- A. Seasonal, temporary employees;
- B. Casual employees;
- C. Student employees;
- D. Part-time employees;

- E. Probationary employees;
- F. Permanent employees in the inverse order of their seniority as defined by this Agreement.

#### **Section 15.4 Bumping Criteria**

Any employee receiving notice of layoff shall have seven (7) calendar days following receipt in which to exercise his right to bump any series with less Employer seniority provided the more senior employee does possess the skill, ability and qualifications to perform the work as determined by the Employer (Appendix C). An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is bumped from his position shall have seven (7) calendar days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications as determined by the Employer to bump another employee, shall be laid off and placed on the appropriate recall list. The form for "Notice of Bumping" is attached hereto as Appendix C. Determinations made by the Employer as to an employee's ability and qualifications for bumping purposes shall not be unreasonable or arbitrary.

#### **Section 15.5 Recall List**

When employees are laid off, the Employer shall create and maintain a recall list. The Employer shall recall employees from layoffs as needed. The Employer shall recall such employees according to Employer seniority, beginning with the most senior employee and progressing to the last senior employee up to the number of employees to be recalled to any classification where the employee has skill, ability and qualifications to perform the work as determined by the Employer, and employees shall be on recall for a period of twenty-four (24) months. The President of the Union or his designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes and amendments are made by the Employer. In the event an employee refuses recall, such employee shall lose recall rights.

#### **Section 15.6 Notification of Recall**

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

#### **Section 15.7 Employee Recall Procedures & Limits**

At all times, it is the duty of the employee to maintain a current address and phone number to the Employer and the Union. The recalled employee shall have up to ten (10) calendar days following the receipt of the recall notice to notify the Employer of his intentions and/or return to duty, unless a different date for return to work is otherwise specified in the notice beyond ten (10) calendar days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed

thirty (30) calendar days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension); such employee shall be bypassed for recall, but shall remain on the recall list.

#### **Section 15.8 Employee Rights**

When an employee is laid off improperly or not recalled properly, he shall be entitled to back wages and benefits, less any wages and unemployment benefits earned, if any and otherwise shall be made whole, retroactive to the date the employee was harmed. A grievance signed by the employee affected must be filed within seven (7) calendar days of the effective date of the layoff, recall, change or amendment to be considered timely.

#### **Section 15.9 Seniority Dates**

In the event there is a tie in seniority dates, then seniority shall be determined by the time stamped on the employee's application with the Employer. If no time stamp exists, then some other mutually agreeable method between the affected employees, the Employer and the Union shall be agreed upon to break the tie.

### **ARTICLE 16 - TEMPORARY DUTY ASSIGNMENT**

#### **Section 16.1**

Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.

Employees who are temporarily assigned to classifications above their permanent classification other than for training purposes shall receive the rate of pay for the higher classification for all hours worked in such higher classification.

Temporary duty assignment may be for any period corresponding to disability or other leave which creates an unfilled position which may not be permanent. Employer will rotate on a periodic basis such temporary filling of positions whenever practical. Employee shall be evaluated during training periods and the evaluation placed in the employee's personnel file.

The Engineer agrees that if a position is temporarily filled for a period greater than six (6) months and the Employer determines that a permanent vacancy exists then the position will be posted in accordance with Article 16.

### **ARTICLE 17 - HOURS OF WORK/OVERTIME**

#### **Section 17.1 General**

This Article is intended to define the hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions.

Such restructuring shall not be done in an arbitrary manner, or for the purpose of avoiding the payment of overtime, except as stated under **Section 10** herein. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

#### **Section 17.2 Standard Work Week**

The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with five (5) consecutive days of eight (8) hours, starting 7:30 AM on Monday and ending 4:00 PM on Friday. For the computation of pay and overtime purposes, exclusive of a one-half (1/2) hour lunch period per day, the work week shall be computed between 12:01 AM on Thursday of each calendar week and at 12 o'clock midnight the following Wednesday. When the employer permanently changes the employee's shift and/or hours of work, the employer shall give the affected employees a fourteen (14) calendar day notice, prior to said change.

Authorized deviation from the established shifts and/or starting times and quitting times shall be considered overtime and eligible for overtime compensation.

#### **Section 17.3 Summer Hours**

The Employer may utilize summer work hours outside of snow control season (from April 16<sup>th</sup> – Nov. 14<sup>th</sup>) subject to the terms of this article. The employer shall give twenty-eight (28) calendar days notice of the dates and times prior to implementation and end of summer hours.

#### **Section 17.4 Meal Period & Wash-up Period**

Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by their immediate supervisor, and a seven (7) minute paid wash-up period at the end of the shift unless additional time is granted by the employee's supervisor due to weather factors.

#### **Section 17.5 Rest Periods**

Each employee shall be granted a ten (10) minute rest period with pay which will be scheduled whenever practical, approximately midpoint in the first one-half (1/2) of the employee's regular work shift and in the second one-half (1/2) of the shift. Employees who extend their rest period may be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

#### **Section 17.6 Time Clocks & Start Time**

Time clocks shall be maintained by the Engineer at all of the Engineer's stations/facilities. All employees shall be required to punch in at the start of the work day and the ending of the work day and employees who are not assigned to the field during lunch time shall punch in and out at lunch time if they leave the premises.

Employees reporting late to work, failing to clock in or report off prior to the start of their regularly scheduled work shift shall be subject to a pay reduction according to the following schedule:

- (1) minute to (5) minutes - no loss of pay.
- (6) minutes to (15) minutes- (15) minutes loss of pay.
- (16) minutes to (30) minutes- (30) minutes loss of pay.
- (31) minutes to (45) minutes- (45) minutes loss of pay.
- (46) minutes to (60) minutes- (60) minutes loss of pay and in fifteen (15) minute intervals thereafter.

**Section 17.7 Overtime Pay**

When an employee is required by the Employer to work more than forty (40) hours in a work week, as defined in Section 17.2 above, he shall be paid overtime for all time worked in excess of forty (40) hours. Overtime pay shall be paid at the rate of (1.5) times the employee's regular hourly rate of pay. Overtime pay shall be paid at the rate of two (2) times the employee's rate of pay for hours worked on a recognized holiday. Vacation time, holiday time and sick leave shall be considered time worked for purposes of overtime computation. Only hours actually worked in a work period or pre-approved vacation, holiday, sick leave or compensatory time shall be considered hours worked in the work period for the purpose of determining overtime eligibility payment.

**Section 17.8 Compensatory Time**

Compensatory time is defined as regular time off in lieu of payment for authorized overtime worked. Compensatory time shall be calculated at the rate of (1.5) times the employee's hours worked in lieu of pay. Compensatory time shall be calculated at the rate of two (2) times the employee's hours worked in lieu of pay for hours worked on a recognized holiday. Vacation time, holiday time and sick leave shall be considered time worked for purposes of overtime computation. Only hours actually worked in a work period or pre-approved vacation, holiday, sick leave or compensatory time shall be considered hours worked in the work period for the purpose of determining compensatory time eligibility accruals.

An employee may accrue a yearly maximum of two-hundred-ten (210) compensatory hours [based upon a maximum of one-hundred-forty (140) overtime hours worked].

The compensatory time must be taken between the periods of April 15<sup>th</sup> to November 15<sup>th</sup> of each contract year. Use of compensatory time earned must be scheduled and approved in the same manner as vacation time. In the event the Supervisor denies the employee's request to utilize compensatory time, or any compensatory balance otherwise remains, that time shall be converted to a cash payment in the pay period corresponding to November 15<sup>th</sup>.

### **Section 17.9 Overtime Guidelines**

The opportunity to work shall be distributed and rotated as equally as practical among eligible employees in the same job classification and same work station/facility starting with the employee with the least number of overtime hours previously offered or worked provided the employee is qualified to perform the specific overtime work required. When the employer determines that an emergency and/or unusual circumstance exists, the employer may offer overtime to qualified bargaining unit employees outside the classification/facility. Overtime may initially be refused but if a sufficient number of employees do not voluntarily accept, then, the Employer shall assign overtime to employees within the same classification within the same station/facility and in reverse order of seniority. Such employees must work the overtime when assigned.

The Employer shall post an overtime roster once each month indicating the total hours offered and/or worked by each employee. If any employee establishes, through the grievance procedure, that he has not received his fair share of overtime opportunities, such employees shall receive preference for future overtime assignments for which he is qualified. It is agreed where special skills are required employees possessing such skills will be assigned to the overtime work involved.

### **Section 17.10 Primary & Secondary Snow Control Lists**

During the period of November 15th to April 15th, each year, the Employer shall establish a primary and secondary snow and ice control operators' list and on-call list for each work station. When the employer determines that due to adverse weather conditions, employees will be needed for snow and ice control duties, then, the employer may place employees on on-call duty pursuant to this section. The Employer may, during this period, due to heavy snow and ice periods, establish additional shifts and other starting and quitting times from what has been established and practiced in order to provide services to the public within the jurisdiction of the Engineer. The primary list shall include all employees whose normal job duties include regular snow and ice removal duties. The secondary list shall be composed of employee volunteers who are determined by the Engineer to be qualified to work such duties. All employees on the primary list shall be offered their maximum working hours, if the work is available, before going to the secondary list employees. The on-call list shall be comprised of all eligible primary and secondary list employees, mechanics and such other support personnel as are needed for snow and ice control operations.

Employees may volunteer for on-call periods. The employer shall notify employees as well in advance as practical as to the dates that the employee will be on-call. Employees who are required to remain on call will be supplied with electronic equipment (maintained by the employer) so they can be reached at all times and must be able to arrive at the employer's premises/station facility within a reasonable time not to exceed one hour after being called in for work. Failure to comply with these requirements will result in an appropriate disciplinary action. An employee assigned to on-call status may trade days with an employee who is determined to be qualified by the employer, with reasonable notice and approval of the on-call supervisor. An assigned employee trading days is responsible for furnishing the substitute employee with the electronic equipment assigned to such employee.

Employees on vacation, sick leave, funeral leave or other authorized leave shall not be assigned to on-call status. The primary list and secondary list shall be considered one list for on-call purposes. Each station facility shall operate from its own on-call list. Secondary list employees shall be assigned to the on-call assignments out of the main garage normally. No employee shall be required to be on call more than three (3) consecutive calendar days in a seven (7) calendar day period.

An employee's pay shall be supplemented with an additional \$30.00 per day for each day they are required to be on-call or \$20.00 per day if the employee is called in for work during the on-call status.

Employees on the primary list shall be first assigned to snow and ice control outside normal work hours except when on-call employees are sufficient to cover the operations. When no employees on the primary list are available for such work due to any reason employees from the secondary list shall be assigned initially, with the most senior employees assigned first. The on-call list shall be comprised of all primary and secondary list employees.

Overtime for snow and ice control shall be equalized separately for the primary and secondary under such conditions established under Section 9 herein.

Qualified non-bargaining unit personnel shall not participate in snow control operations until there are no qualified bargaining unit personnel remaining on the primary/secondary and on-call lists. Unless no full-time employee is available; casual, seasonal, part-time and student employees shall not be called in or assigned overtime work of bargaining unit employees. A new employee or an employee who has been transferred or promoted or placed under snow and ice crews, and who has become eligible for overtime, shall be charged with the highest number of charged overtime hours in their classification, and the employee's name shall be placed on the overtime list accordingly.

#### **Section 17.11 Overtime & Regular Work Shift**

Bargaining unit employees, who are called in to work on an overtime status and the overtime carries into their normal work day, shall not be denied their regular shift to avoid the payment of overtime.

#### **Section 17.12 Maximum Working Hours**

The purpose of this policy is to insure that no Stark County Engineer employee operates equipment on public roads for snow removal or other hazardous work for more than sixteen (16) consecutive hours. It is in the interest of safety to the public and the employees that the following guidelines are adhered to. Furthermore, any employee who claims fatigue after working extended hours shall be relieved from duty regardless of the length of time on duty.

- a. No employee shall be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. Employees having worked sixteen (16) hours continuously shall then be given at least eight (8) hours off

duty. Employees will not be paid for resting or sleeping at any County facility. Employees shall not work more than twelve (12) hours in a twenty-four (24) hour period on a holiday or weekend.

- b. If it is necessary for work efforts to continue past forty-eight (48) consecutive hours due to a winter storm, officially declared an emergency, or other situation, the supervisor should then reschedule employees on rotating shifts of twelve (12) hours on duty and twelve (12) hours off duty until conditions permit returning to a normal schedule.
- c. Employees shall be relieved after they have worked sixteen (16) consecutive hours. If this time falls within a scheduled shift, these employees shall be sent home. After eight (8) consecutive hours off duty, then the employee will again be eligible for snow and ice control duties. Preapproved leave scheduled during any regular shift shortened pursuant to this section shall not be affected by the shortened shift. Unscheduled call-offs (sick, bonus, or emergency vacation) will be reduced in amount to conform to the reduced shift hours. This language shall prevail for shift reductions over minimum mandatory leave time increments contained elsewhere in this Agreement.
- d. Any deviation from this policy must have the approval of the Stark County Engineer.

## **ARTICLE 18 - REPORT AND CALL-IN PAY**

### **Section 18.1 Report For Work Pay**

An employee who reports for work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Engineer, shall be guaranteed two (2) hours pay. An employee, who begins work and is furloughed for the remainder of the work day, shall be paid for all hours worked or for four (4) hours, whichever is greater. The provisions of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

### **Section 18.2 Call-In Pay**

Whenever an employee is called to work outside his regular work day hours, he shall be paid a guaranteed minimum three (3) hours pay at the appropriate rate of pay and fifteen minutes portal-to-portal pay each way. An employee held over at the end of his shift on authorized overtime shall receive pay calculated to the next quarter (1/4) hour.

## **ARTICLE 19 - JOB DESCRIPTION**

### **Section 19.1**

The Employer shall maintain accurate position descriptions for each classification in the bargaining unit. Employees and the Union shall have access to such description at

reasonable times mutually agreed to by the Employer and Union for the purpose of review. If a copy is requested, one (1) copy shall be provided at no charge.

Should any employee or the Union believe that the position description for his classification does not accurately reflect the duties of the classification, the employee or Union may request a review by the Employer.

All affected employees and the Union shall receive a copy of any position description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 2 herein.

The Employer shall establish a wage rate and position description for any new classification in the bargaining unit based upon an appropriate differential from existing positions. Should the Union disagree with the wage rate established, the employee and Union shall discuss the establishment thereof. The Union or affected employees may take disputes regarding wage rates for new positions through the grievance procedure at Step 2.

The employer shall develop and supply to the Union a job description for all bargaining unit classifications.

## **ARTICLE 20 - UNION LEAVE/CONVENTION/CONFERENCES**

### **Section 20.1**

Duly elected or appointed delegates to conventions, conferences or seminars of the Union, who are in the bargaining unit, shall be granted time off without pay for the purpose of participating in such conventions and activities. In lieu of credited time off without pay, said employees may elect to take approved vacation leave for such meetings. The employee must request such time off fourteen (14) calendar days prior to any such meeting to the Employer. Such leave shall not exceed a total of fifteen (15) working days per calendar year for the unit. However, the Employer may limit the number of representatives, depending on scheduling needs.

## **ARTICLE 21 - SICK LEAVE/PERSONAL LEAVE**

### **Section 21.1 Sick Leave Rate**

Sick Leave shall be earned at the rate of 2.8 hours per each regularly scheduled eighty (80) hours of service and active pay status including paid vacation and sick leave but not during a leave of absence or layoff to a limit of seventy-two (72) hours per year. Unused sick leave shall accumulate without limit.

### **Section 21.2 Incentive Leave**

Throughout the duration of this Agreement, each employee shall earn 2.0 hours of incentive leave or bonus time for each pay period worked without the use of sick leave, incident of tardiness resulting in loss of pay, un-excused absence, unauthorized absence or personal leave of absence.

### **Section 21.3 Bonus Time Usage**

Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Employer in the case of a bona fide emergency. Approval shall not be unreasonably denied. Bonus time may be taken in increments of two (2) hours, subject to the rules regarding use of vacation time.

### **Section 21.4 Bonus Time Conversion**

Prior to the first day in November of each contract year, each employee shall notify the Employer in writing of the manner in which he wishes to convert his unused bonus time. The employee may, at his option, convert his unused bonus time to cash, at his current rate of pay **in a separate warrant/deposit**, or may add his earned but unused bonus time to accumulated sick leave.

### **Section 21.5 Charging of Sick Leave**

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for work time missed on those days which he would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal or **adjusted** scheduled work day or work week earnings.

### **Section 21.6 Uses of Sick Leave**

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

1. Illness, injury or pregnancy related conditions 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 which cannot be reasonably scheduled during non-working time;
4. Illness, injury or pregnancy related condition of a member of the employee's immediate family, 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 of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Funeral leave days must be consecutive work days and include the day of the Funeral. Additional sick leave may be granted by the Employer for funerals more than 250 miles from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Appointing Authority.

**Section 21.7 Evidence Required for Sick Leave Uses**

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

**Section 21.8 Notification by Employee**

When an employee is unable to work, he/she shall notify the supervisor or other designated person by the time he/she is scheduled to report to work on each day of absence unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 21.9 Abuse of Sick Leave**

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

**Section 21.10 Physician's Statement**

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement shall be required for absences of three (3) or more consecutive work days due to illness or when the Employer suspects abuse of sick leave.

**Section 21.11 Physician's Examination**

The Employer may require the employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capabilities to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability. The cost of the examination shall be paid by the department. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental wellbeing shall be determined by a licensed physician or psychologist mutually selected by the Union and Employer. The fee of mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

**Section 21.12 Separation Payment**

Those employees covered by this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis: Employees may receive, after completion of ten (10) years of continuous service with the County, a cash payment in the amount of two hours pay for each four hours

of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed four hundred and eighty (480) hours of pay calculated at one half (1/2) of nine hundred and sixty (960) hours of sick leave.

**Section 21.13 Funeral or Bereavement Leave**

- A. Three (3) consecutive scheduled work days of bereavement leave at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Section to include the employee's; mother, father, child, spouse, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, step-parent, grandparents-in-law or step-child.
- B. Upon making application for benefits under this Article, the employee may be required by the department head or the appointing authority to furnish proof of death, relationship of the deceased, and proof of attendance at the funeral.

**Section 21.14 Personal Day**

Notwithstanding any other provisions of this Article, employees shall be granted one (1) personal day each contract year which must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer.

**Section 21.15 Loss of Bonus Time**

Occurrences of doctors' certified sick leave use during the contract year shall not result in loss of bonus time. An occurrence is defined as one (1) or more days of absence within a pay period.

**Section 21.16 Family Leave**

Any employee who has worked a minimum of one thousand two hundred and fifty (1250) hours over the previous twelve (12) months and who has been employed at least one (1) year shall be granted up to twelve (12) weeks of family leave each year for any of the following reasons:

- A. To care for the employee's newborn child, recently adopted child or to care for a foster child placed with the employee;
- B. To care for the employee's spouse, child or parent (including any step-children or step-parents) with a serious health condition;
- C. Or to take time off work because of an employee's own serious health condition.

An employee granted leave for any of the aforementioned reasons must also comply with the following conditions:

- A. The employee must provide thirty (30) calendar days of advance notice when leave is foreseeable.
- B. The employee must provide medical certification to support a request for leave that states the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts within the knowledge of the health care provider regarding the condition, as well as any other relevant information.
- C. An employee who is off more than thirty (30) work days, may be required to take a return to work physical subject to the provisions of Section 21.11 of this Article.
- D. For the duration of the family leave, the Employer shall maintain the employee's health coverage under any group plan including a thirty (30) calendar day grace period to accommodate both the Employer's administrative needs and the employee's financial situation while arranging a payment schedule for any required co-payments.
- E. For the duration of the family leave, the Employer shall maintain the Employee's other contractual benefits according to the terms defined in the contract, such as the life insurance coverage.
- F. Employees shall not suffer any loss of seniority while on family leave.
- G. Upon return from family leave, the employee shall be restored to his original or to an equivalent classification with same pay, benefits and other terms and conditions of employment as currently in affect with the Employer.
- H. An employee that has sick time, bonus time or vacation time shall first utilize up to six (6) weeks of this paid leave for family leave in minimum increments of not less than 50% of the time requested.

Example: Four (4) weeks family leave = (minimum) two (2) weeks paid leave plus two (2) weeks unpaid leave.

At the expiration of all paid leaves or six (6) weeks paid leave, whichever comes first, the balance of the twelve (12) weeks of family leave shall be granted as unpaid leave. An employee may request that all family leave time granted be paid leave, if the employee's accumulated sick time, bonus time and vacation time will cover the entire time requested.

- I. As an alternative to requesting unpaid family leave, an employee may discuss different options with the Employer and Union, such as a temporary transfer to another classification or a reduction of the employee's work schedule if such

a move better accommodates the Employer's needs during the period of medical treatment or serious health condition.

## ARTICLE 22 - VACATIONS

### **Section 22.1 General**

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

<b><u>LENGTH OF SERVICE</u></b>	<b><u>VACATION</u></b>
Less than one (1) year	None
1 year but less than 7 years	80 Hours
7 years but less than 14 years	120 Hours
14 years but less than 21 years	160 Hours
21 years but less than 28 years	200 Hours
28 years or more	240 Hours

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

<b><u>ANNUAL VACATION ENTITLED TO</u></b>	<b><u>CREDITED PER PAY PERIOD</u></b>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hours

### **Section 22.2 Past Ohio Service Credit**

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

### **Section 22.3 One-Year Requirement**

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

### **Section 22.4 Vacation Guidelines**

Vacations shall be taken in minimum increments of eight (8) hours. Vacations are scheduled in accordance with the workload requirements of the individual work unit. For this reason, the Employer may require vacation requests be made thirty (30) calendar days prior to the vacation period, with the exception of vacations of less than five (5) work days and eight (8) hours or more may be scheduled and taken on a first-come, first-served basis with at least twenty-four (24) hours advance notice to the immediate supervisor. In emergency situations, but limited to two occurrences per calendar year, the twenty-four (24) hours advanced notice and supervisor approval is waived upon the employee's

advanced notice of the need for emergency vacation to security. For vacations of five (5) work days or longer, the Employer may post the vacation schedule within thirty (30) calendar days. Adjustments to the schedule will be made based upon seniority and in accordance with the work load requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees' vacations or to cancel vacations. Vacation credit may be used when earned sick leave has expired due to prolonged illness or disability.

Vacations of a minimum of four (4) hours but less than eight (8) hours may be granted at the supervisors discretion provided operations are not adversely affected and the employee provides his own transportation to and from job site.

The Employer recognizes that circumstances or situations arise in which an employee needs time off for doctors or other types of appointments involving short time periods. In those situations, an employee may use bonus time pursuant to Section 21.3 of Article 21 in increments of 2.0 hours or more, subject to the rules concerning use of vacation time.

#### **Section 22.5 Scheduling Vacations**

An employee wishing to change his/her scheduled vacation shall give the Employer a fifteen (15) calendar day advance notice. All changes in the schedule shall be made on a first-come, first-serve basis for those unscheduled and available remaining weeks. The Employer may waive the advanced notice for good cause shown. The Employer shall have the right to deny vacation requests if work load requirements so mandate.

#### **Section 22.6 Vacation Elimination**

The Employer shall permit an employee to accumulate vacation from year to year but no more than a total of two (2) years. For purposes of this section, a year shall begin on the anniversary date of an employee's employment. Leave in excess of two (2) years shall be eliminated from the employee's balance. Thirty (30) calendar days notice shall be given prior to any elimination of vacation time.

#### **Section 22.7 Holidays**

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

#### **Section 22.8 Separation Payment**

An employee is entitled to compensation, at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for an unused vacation leave accrued to his credit for the two (2) years immediately preceding the last anniversary date of employment.

#### **Section 22.9 Deceased Employee Payment**

In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

## ARTICLE 23 - HOLIDAYS

### Section 23.1 General

All employee covered under this Agreement shall be entitled to the following paid holidays:

New Year's Day	1 <sup>st</sup> of January
Martin Luther King Day	3 <sup>rd</sup> Monday of January
Presidents' Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	11 <sup>th</sup> of November
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	As Stated
Christmas Day	25 <sup>th</sup> of December

### Section 23.2 Weekend Holidays

In the event of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

### Section 23.3 Holiday Pay

Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 23.1 above, when no work is performed on such holiday.

### Section 23.4 Working on Holidays

Any work performed by an employee on anyone of the days listed in Section 23.1 shall be paid at the rate of two (2) times the straight time rate, in addition to holiday pay.

### Section 23.5 Holiday Pay Stipulations

For employees covered by this Agreement to receive holiday pay for those days listed in Section 23.1, the employee must work his scheduled day preceding the holiday and the day succeeding the holiday, except due to funeral leave, sick leave with doctor's verification, compensatory time and/or vacation.

### Section 23.6 Religious Holiday

The Employer shall approve a reasonable written request made in advance for a leave of absence without pay for all or part of a workday which falls on a recognized religious holiday, for the purpose of attending observance of such holiday.

## ARTICLE 24 - JURY DUTY

### **Section 24.1 General**

The Employer shall grant jury duty with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction or is subpoenaed to testify before a court of competent jurisdiction or before an administrative agency of the Federal, State or City government for matters pertaining to or witness to, during the course of their employment. The employee shall provide the Employer with a copy of the Jury Duty Summons or subpoena and actual dates and times of testimony or duty when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligation.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

### **Section 24.2 Work Obligation**

On the days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided sufficient time remains for such employee to properly report for duty and four (4) hours of work remain.

### **Section 24.3 Appearing in Court not Related to Jury Duty**

Any employee, who is appearing before a court or other legally constituted body in a matter in which he is a party, or personally involved in, may be granted vacation time or leave of absence without pay. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

## ARTICLE 25 - MILITARY LEAVE

### **Section 25.1 General**

All employees of the Employer who are members of the uniformed services, including the following, Ohio National Guard, the Ohio Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training, on emergency call-out or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year. If the Military Leave of Absence is extended past the thirty-one (31) calendar days the employer shall pay the employee in accordance with R.C. 5923.05 (C).

### **Section 25.2 Employee Responsibility**

The employee is required to submit to the Engineer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

**Section 25.3 Leave of Absence for Probationary Employees**

Employees who have worked for the Employer long enough to complete their probationary period, will be granted a leave of absence without pay to be included or to otherwise enter military service.

**Section 25.4 Employee Position Rights**

An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) calendar days of discharge, or makes a written waiver of all rights to the position.

**Section 25.5 Re-enlistments & Extensions**

An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

**Section 25.6 Emergency Leave**

Employees who are members of the Ohio National Guard will 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 paid military leave for the year. The leave will cover the official period of the emergency.

**Section 25.7 Application for Re-employment Procedure**

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within thirty (30) calendar days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than six (6) months. The following procedures apply:

- A. Reinstatement must be accompanied within ninety (90) calendar days after application is received by the Appointing Authority;
- B. A photo-stated copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his/her physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to

the position during military absence as follows:

1. sick leave – that amount which had been accumulated at the time of entering service;
2. vacation leave – time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
3. automatic salary adjustments;
4. any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

## **ARTICLE 26 - LEAVES OF ABSENCE**

### **Section 26.1 Maternity**

Any employee who becomes pregnant shall, upon request made to the Employer, be granted leave of absence herself from work for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties.

The employee may utilize any or all of accrued sick leave at her option may utilize vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence without pay, not to exceed six (6) months for the remainder of the time authorized by her physician.

At the expiration of six (6) months, additional unpaid personal leave may be granted to the employee upon the approval of the Employer. If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin sick leave, vacation leave and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. Should the employee refuse all options, the Employer may place the employee on disability separation. Thirty (30) calendar days after termination of pregnancy, the employee shall submit a statement from her physician indicating the probable date of return to duty.

### **Section 26.2 Leave of Absence**

The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be benefit to the Employer by improved

performance of any level or voluntary service in any governmentally sponsored program of betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it is granted, the Employer shall impose discipline up to and including discharge.

**Section 26.3 Disability Leave**

Any employee who is unable to work because of a service connected occupational illness or injury as determined by the Industrial Commission, shall be granted a disability leave of up to two (2) years.

At the conclusion of such disability leave or any extension thereof, such employee is to be reinstated within thirty (30) calendar days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician who shall be selected by the Employer at the Employer's expense.

In the event the employee disagrees with the conclusion of the Employer's doctor, he may, at his own expense, submit a physical examination by a physician of his own choice. If the Employer's and employee's doctors disagree, the dispute may be referred to a neutral doctor selected by the Employer and the Union for final determination. The fees of the third party shall be borne equally by the Employer and the employee.

An employee who does not return from disability leave, formally resign or take disability retirement shall be terminated.

**ARTICLE 27 - WAGE RATE / SCHEDULES AND LONGEVITY PAYMENTS**

**Section 27.1 Wages**

An employee's base rate shall increase according to the schedule below:

<b>Pay Grade</b>	<b>Effective upon execution</b>	<b>Effective November 1, 2014</b>	<b>Effective November 1, 2015</b>
1	\$ 15.52	\$ 15.83	\$16.15
2	\$ 16.47	\$ 16.80	\$17.14
3	\$ 17.76	\$ 18.12	\$18.48
4	\$ 18.88	\$ 19.26	\$19.65

**Section 27.2 Longevity**

Beginning with the effective date of this Agreement on the anniversary date of the employee, the employee shall have added to their base pay a longevity supplement of one-half of one percent for each year of service in excess of one (1) year with the

Employer. The longevity payment shall commence on the employees completion of one year and one day of service with the employer.

Longevity supplement pay will cease accumulation upon twenty-nine (29) years and one day of service. Accumulated longevity supplement pay for current employees with thirty (30) years service or more will not be reduced.

**Section 27.3 New Hires**

Newly hired employees shall receive ninety percent (90%) of the above schedule during their one hundred twenty (120) calendar day probationary period and shall receive one hundred percent (100%) of the above schedule beginning on their one hundred twenty-first (121) calendar day of their employment.

**Section 27.4 CDL Stipend**

All members of the bargaining unit who currently possess or earn either a Class A or Class B Commercial Drivers License (CDL) shall be paid a stipend of five cents (\$0.05) per hour.

**Section 27.5 Pay Grade Assignments**

Pay grade assignments of classification are in accordance with Appendix E.

**ARTICLE 28 - SHIFT DIFFERENTIAL**

**Section 28.1 Shift Differential**

For all shifts scheduled to start between 4:00 P.M. and 5:00 A.M., each employee who is scheduled to work will receive, in addition to his base rate, twenty cents (\$0.20) per hour, shift differential for all hours worked on such shift.

**Section 28.2 Stipulation**

The shift differential is applied only to hours worked and is not compounded for overtime or applied to vacation time, holiday pay or sick leave.

**ARTICLE 29 - P.E.R.S. CONTRIBUTION**

**Section 29.1 Employer Pick-up**

During the length and duration of this Agreement, the Engineer will continue to make the required Employer contributions to P.E.R.S., as established by P.E.R.S. In addition, the Engineer will also contribute 4.25% of the employee's gross wages to P.E.R.S., as part of the employee's contribution to P.E.R.S. The balance of the employee contribution to P.E.R.S. shall be deducted from the employee's gross wages. Any employee hired after October 31, 2007 shall pay 100% of the employees contribution to P.E.R.S.

**Section 29.2 Retirement Provision**

Bargaining unit employees who qualify shall be retired in accordance with the voluntary and compulsory retirement provisions of the State of Ohio Public Employees Retirement system.

All other provisions, benefits and coverage that apply to retirees are in accordance with P.E.R.S. and by this Agreement.

## **ARTICLE 30 - HOSPITALIZATION / MAJOR MEDICAL / LIFE INSURANCE**

### **Section 30.1 General**

The Employer shall continue, for the life of this Agreement, the same insurance coverage provided to other county employees under the County's group insurance plan.

Effective upon execution of this agreement, employees covered by the group insurance plan shall pay 11% per month toward their health care cost. Effective January 1, 2015, employees covered by the group insurance plan shall pay 12% per month toward their health care cost. Effective January 1, 2016, employees covered by the group insurance plan shall pay 13% per month toward their health care cost. Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance.

### **Section 30.2 Life Insurance**

All full-time employees of the Engineer's Department will be covered by a life insurance policy of \$10,000 as provided by the Board of County Commissioners. The premium as set by the County Commissioners will be deducted from each employee's wages.

### **Section 30.3 Health Care Options**

Each year the employees can change health care plans during the "Open Enrollment Period".

During the life of this agreement, management will make available any hospitalization/health care changes offered to management to all bargaining unit personnel.

If an employee opts out for health care coverage they shall be compensated at the rate of one hundred dollars (\$100.00) per pay with proof of alternate insurance coverage.

### **Section 30.4 Benefit Limits**

Benefits under this Article shall be continued for employees on paid leave of absences, paid sick leave and up to six (6) months of injury leave or under worker's compensation, provided employees comply with Section 30.2 of this Article.

Benefits under this Article, except as defined in Section 21.16 of this contract, shall be continued for employees on unpaid leave of absence or on layoff for a period of six (6) months, provided the employees remit the monthly premium cost for all such benefits to the Engineer by the first day of the month for which coverage is to be continued.

## ARTICLE 31 - UNIFORMS / TOOLS

### **Section 31.1 Uniforms**

The Engineer may provide uniforms at his discretion, at no cost, to all bargaining unit employees, in a quantity, style, color and design to be determined by the Engineer. All bargaining unit employees will be required to wear uniforms per Appendix G. However, current practice will not be reduced.

### **Section 31.2 Tool Allowance**

All mechanics shall be given a **six-hundred twenty-five dollar (\$625)** tool allowance in year **one** of the contract, **six-hundred fifty dollars (\$650)** tool allowance in year **two** of the contract, **and six-hundred seventy-five dollar (\$675)** tool allowance in year **three** of the contract.

## ARTICLE 32 - MEAL ALLOWANCE

### **Section 32.1**

If an employee's shift is extended four (4) or more hours for snow removal or other overtime work, each full four (4) hour period shall include a paid thirty (30) minute meal or rest period.

## ARTICLE 33 - HEALTH AND SAFETY

### **Section 33.1 Introduction:**

Safety shall be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide a safe & healthy working environment for its employees. The employee(s) accept the responsibility to follow all reasonable safety rules and safe working methods of the Employer.

### **Section 33.2 Compliance with Federal, State & Local Laws:**

The Engineer shall make every reasonable effort to comply with Federal, State and Local Safety and Health Regulations.

As a part of State Regulations, The Engineer shall adopt a written Stark County Engineer's Comprehensive Safety Program. The purpose of this program is to provide a safe and healthy work environment for all individuals employed by the Engineer. The plan is published subsidiary to and complimentary with Federal, State and Local publications.

### **Section 33.3 Unsafe Working Conditions & Equipment:**

All Engineer employees are expected by this office to report unsafe conditions or equipment. Employees shall not operate unsafe equipment. All unsafe working conditions or equipment shall be reported to the employee's supervisor and safety officer immediately upon recognition of the unsafe working conditions or equipment.

The supervisor and safety officer shall be responsible to investigate and address all unsafe conditions or equipment, and will make every reasonable effort to address, remediate or correct all safety hazards that are brought to their attention.

Any situation in which the employee feels his safety was at risk, and additional help was not approved by the supervisor or safety officer, the concern shall be submitted in writing to the Engineer's Safety Committee for their review and recommendation.

**Section 33.4 Accidents:**

All accidents shall be reported verbally to the safety officer or security immediately. The operator involved in the accident shall then submit a signed, written accident report within 24 hours.

**Section 33.5 Injuries:**

All injuries shall be reported verbally to the safety officer or security immediately. The operator involved in the accident shall then submit a signed, written injury report within 24 hours. The safety officer shall be responsible for the Engineer's Industrial Claims Return to Work Program. It shall be the employee's responsibility to inform the safety officer and supervisor of any changes in the employees work status regarding the industrial claim.

**Section 33.6 Provided Personal Protective Equipment (PPE):**

Provided PPE and other equipment determined by the Engineer as required by OSHA to be necessary to protect employees from accidents and health hazards shall be provided by the Engineer at no cost to the employees.

Worn and used equipment that needs replaced shall be turned in to the safety officer, and it shall be replaced at no cost to the employee.

**Section 33.7 Driving Requirements:**

All County Engineer vehicles and equipment are owned by the Board of Commissioner's Office, therefore all employees shall be subject to their guidelines.

- No Engineer employee shall use any Engineer vehicle except in the transaction of Engineer business.
- No employee shall violate any of the traffic laws of the State of Ohio while operating a vehicle owned or leased by the county.
- In the event of an accident, an employee shall report the accident conforming to Section 33.4.
- Any employee who operates a county vehicle must immediately report in writing to the safety officer if the driver's record is charged with four or more accumulative points in the Ohio Bureau of Motor Vehicles Point System. No discipline shall result in reporting the four points.

- Any employee who operates any equipment owned or leased by the County shall immediately report in writing to the safety office if their driver's license is suspended or revoked or they do not have a valid driver's license for any reason.
- No employee with a suspended or revoked driver's license; upon a first positive drug or alcohol test; or determined to be uninsurable by the County's insurance provider will be permitted to operate any vehicle and/or machinery owned or leased by the County. Also, the said employee(s) will be placed in a non-driving position at pay grade 1. The Employer will hold at least four non-driving pay grade level one positions for Employees who lose their driving privileges or become uninsurable under the County's insurance provider. If more than four (4) employees lose their driving privileges, the four (4) most senior employees with the employer shall retain their employment with the County Engineer's Office. The Employer shall not be obligated to hold an employee's pre-suspension position for more than twelve (12) months of being demoted. For purposes of this Article and placement in a non-driving pay-grade 1 position, an employee's demotion for a first positive drug or alcohol test shall commence upon their return to work pursuant to Article 38.

Any displaced Employee because of the above exercising seniority rights shall be given preference over any new hire for a vacancy, if qualified for the vacancy applied for, within two (2) years of being displaced.

- Employee(s) will be reinstated to pre-suspension position and pay grade upon regaining full driving privileges and becoming insurable through the County's insurance provider.

## **ARTICLE 34 - LABOR / MANAGEMENT MEETINGS**

### **Section 34.1 Schedule**

In the interest of effective communications between Labor and Management, there shall be a meeting scheduled upon written request of the Union no more than twice every contract year. The Engineer shall meet with not more than six (6) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. In addition, a staff representative of Ohio Council 8 may attend such meetings.

### **Section 34.2 Agenda**

Upon agreement of the date and time of the labor/management meeting, an agenda shall be furnished by the Union and Management at least seven (7) calendar days in advance of scheduled meetings. The agenda shall include a list of matters to be taken up in the meeting and the names of the Union representatives who will be attending. The purpose of the meeting shall be to:

- a. Discuss the administration of this Agreement;

- b. Notify the Union of changes made by the Engineer which effect bargaining unit employees;
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d. Disseminate general information of interest to the parties;
- e. Discuss ways to increase productivity and improving efficiency;
- f. Consider and discuss health and safety matters relating to employees;
- g. To consider recommendations for changes from the Union in Standard Operational Procedure Rules; and
- h. Progress of promotions.

**Section 34.3 Additional Meetings**

It is further agreed that one (1) special labor/management meeting may be requested and shall be convened without reasonable delay.

**Section 34.4 Attendance Provision**

Employee representatives who are scheduled to be at work during the time of these meetings shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during these meetings.

**ARTICLE 35 - SEVERABILITY**

**Section 35.1**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal law outside the terms and provisions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party thereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such promises.

**ARTICLE 36 - WAIVER OF EMERGENCY**

**Section 36.1**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, the Federal or State Legislature, such as Acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

**Section 36.2**

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

**ARTICLE 37 - PAY PERIOD / PAY DAYS**

**Section 37.1 Pay Period**

The pay period shall begin at 12:01 AM on Thursday and end at 12:00 midnight Wednesday two (2) weeks following.

**Section 37.2 Pay Day**

Pay days for bargaining unit employees shall be every other Wednesday. When a holiday, observed under this Agreement, falls on a Wednesday, paychecks shall be issued on the preceding Tuesday, or other day established by the County Auditor.

**ARTICLE 38 - SUBSTANCE ABUSE POLICY**

**Section 38.1 Policy**

The employer will make a good faith effort to maintain a drug free workplace by complying with the requirements of the Federal Drug Free Workplace Act of 1988, the Omnibus Transportation Employees Testing Act of 1991 and relevant Department of Transportation regulations, enhancing the health and safety of employees and the public, thereby providing more cost efficient delivery of public services.

A current employee may be required to take a drug screening and confirmation test, or an alcohol test, administered in accordance with this directive.

**Section 38.2 Scope**

This policy applies to all departments, all employees (bargaining or non-bargaining unit) and all applicants for positions under the control of the employer. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year. This policy covers the following type tests:

- a. Pre-employment
- b. Random (CDL drivers only)
- c. Reasonable suspicion
- d. Post-accident
- e. Return to Duty
- f. Follow up Testing

All Federal mandated testing shall be conducted in accordance with current regulations. Current Federal Regulations shall be controlling in case of change or conflict.

### **Section 38.3 Definitions**

- a. **Alcohol** means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.
- b. **Drug** means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.
- c. **Reasonable suspicion** means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior that is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to, a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.
- d. **Drug testing** means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.
- e. **Medical Review Officer (MRO):** The MRO interprets the laboratory results of the drug tests and reports positive results to our company after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with a background in substance abuse.
- f. **Breath Alcohol Technician (BAT):** The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.
- g. **Substance Abuse Professional (SAP):** The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and

schedule unannounced follow-up testing once the employee has returned to duty.

- h. Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

#### **Section 38.4 Employer Procedures and Notification**

- a. Employer rules and regulations prohibit the use, sale, manufacture or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on employer property or in an employer vehicle. Violation of these rules and regulations will subject the employees to discipline, which could include discharge.
- b. Any employee who brings any mood-altering non-prescription drugs including, but not limited to: amphetamines, barbiturates, marijuana, alcohol, morphine, cocaine, tranquilizers, PCP or any of their derivatives onto employer property or any employer work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.
- c. Any employee found selling any illegal or prescription drugs of any sort on any employer property or work site shall be immediately discharged from the employer's service and may be subject to criminal charges, whether the employee is on or off duty.
- d. Reasonable Suspicion
  - 1) Reasonable suspicion drug testing, based on reasonable suspicion by two trained supervisors, may be administered only where there is evidence to believe that, the employee to be tested is using, consuming or under the influence of an alcoholic beverage, non-prescription controlled substance (other than over the counter medication) and/or non-prescription drugs while on duty. Employees shall be required to submit to testing for drug or alcohol use under the aforementioned conditions. Prior to testing (Also see Section 38.11 Procedures For Testing Employees) the supervisors must document in writing that is to be tested and why test was ordered including any specific objective facts constituting reasonable suspicion. (The names of any informants or sources of the information shall be made available upon request by the Union.) One copy of this document shall be given to the unit employee before testing and one copy shall be provided to the Union immediately. Failure to follow any of the above steps shall result in elimination of the test results as if no test were administered.
  - 2) Reasonable suspicion shall be based upon personal observations by trained supervisors that must be documented in writing, which may be in the form of a checklist, at the time of the observation. Reports of drug abuse or abnormal behavior that is not confirmed in writing by a trained supervisor

will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

e. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Company's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug screen/test that is conducted by a contractor designated by the Company. Any offer of employment is dependent upon satisfactory completion of this examination and/or screening, and the determination by the Company and its examining physician that the person is capable of performing the essential functions of the position that has been offered.

**Section 38.5 Random Testing**

A percentage equal to 50 percent of our average driver position shall be tested for drugs, and a percentage equal to 10 percent of our average driver position shall be tested for alcohol annually. Random drug and alcohol testing applies only to employees holding CDL licenses who operate or who will reasonably be expected to operate any CDL required equipment or vehicles during the year.

**Regulatory Requirements:**

- a. An employee who works in a covered position shall be subject to drug and alcohol testing on an unannounced and random basis. A refusal to submit to these tests shall be presumed as a positive test, subjecting the driver to disqualification and discipline, up to and including discharge.
- b. The Employer shall administer drug tests equal to 50 percent of covered employees, each calendar year in accordance with Federal requirements.
- c. The Employer must administer alcohol tests equal to 10 percent of covered employees, each calendar year in accordance with Federal requirements.
- d. Each employee who works in a covered position shall be in a pool from which random selection is made. Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been tested.
- e. An employee shall be selected for drug and alcohol testing by a computer software program, or a random process mutually agreed upon by the employer and Union designed to ensure that selection will be completely objective and anonymous. If a testing/collection facility is used, a time stamped list of selected employees must be provided to the Union on the morning of the test.
- f. The random drug testing dates shall be spread through the twelve month period. The random selection dates should be done quarterly. The selection will occur, by the testing/collection facility at a different time each quarter to insure against predictable selection dates.

- g. If the random selection is made by the testing/collection facility, the employer shall submit a list, verified by the Union, of employees to the testing/collection facility subject to random testing. This list shall include the employee's name, and their assigned random drug and alcohol identification number. If the random selection is made by the employer and Union, the list will be provided to a Union representative before the selection process is performed.
- h. The employer will then notify the employee that he/she has been selected for random testing on the morning of the test. The employee shall then report immediately to the testing/collection facility.
- i. If test results are negative, all documentation other than that required by Federal Regulations regarding the testing will be destroyed.
- j. If the test results are verified positive, the MRO will not notify the employer's designated representative of a positive test result until he has first had consultation with the employee. The employee shall be removed from his/her safety sensitive position. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of a drug. If the second (2nd) test is positive, and the driver wishes to use the rehabilitation option set forth in this policy, the driver or the Union shall reimburse the County for the cost of the second (2nd) confirmation test before entering the rehabilitation program. If a driver requests that a split sample be tested, then disciplinary action will only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the driver will be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. The driver shall not be entitled to payment of lost time during the period that the driver has been removed from service as required by DOT regulations, unless the results of the second (2nd) test is negative. Any driver testing positive for drugs in any DOT drug test shall be disciplined according to Section 38.8, with the opportunity for rehabilitation and consultation.

**Section 38.6 Post Accident**

- a. If an employee operating a County vehicle during work hours is involved in an accident where major damage and bodily harm has occurred to himself or herself or any other person or has been cited for violating the traffic laws except where no law enforcement agency has been called to make a report, shall be cause for testing.
- b. All covered employees involved in, or contributing to an accident, or who cannot be completely discounted as a contributing factor to an accident where either vehicle has to be towed, or a citation has been issued to the driver shall be

tested immediately, but under no circumstances more than eight (8) hours from the time of the accident.

- c. A decision not to administer a post accident drug test shall be made by the employee's Department Head or Safety Officer provided that he was not involved in the accident. The determination shall be based on the best information available at the time.
- d. The urine sample for a post-accident drug test shall be collected as soon as possible but not later than eight (8) hours after the accident.
- e. Implementation Procedures:
  - .... 1. Any driver involved in a reportable accident as defined by this policy, shall notify the Engineer at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breath tests, the driver shall simply comply with those demands.
  - 2. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the employer any information necessary to indicate the presence of any controlled substance or alcohol in his system.
  - .... 3. The supervisor or Safety Officer will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible but no later than eight (8) hours after the accident.
- f. Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.
- g. The following table (Table 382.303) notes when a post-accident test is required to be conducted per 49 CFR 382 concerning commercial driver's license holders (CDL)

Type of Accident	Citation issued:	Test Must Be Administered
Human Fatality	Yes	Yes

	No	Yes
Bodily injury with immediate treatment away from the scene	Yes	Yes
	No	No
Disabling damage to any motor vehicle Requiring tow away	Yes	Yes
	No	No

**Section 38.7 Testing Procedures**

The following test procedure shall apply to all urine tests administered to bargaining unit employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the employer with three Union Representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the employer for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or union representative, if present.
- d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the US Department of Health and Human Services. (53 Fed. Reg. 11970 (4/11/88)).
- e. The Union and the employer shall choose the testing/collection facility to be utilized for toxicology testing on a yearly basis.
- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. Note: - These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict.:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml Delte-THC	15 ng/ml GC-MS

Cocaine Metabolites	300 ng/ml Metabolites	150 ng/ml GC-MS
Opiates Morphine	300 ng/ml	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
Alcohol	.08 .04 .02 - .039	Breath Breath - Employees with CDL Breath - Employees with CDL will be removed from service for 24 hours.

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non required documentation regarding supervisors' observations and testing will be destroyed.
- h. At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. The cost of testing the second sample shall be borne by the employee or Union. All test results are to be reviewed by the MRO before being released.
- i. Breath alcohol testing for CDL operators, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall be removed from his position for twenty-four (24) hours. During this time the employee shall be entitled to his call out pay or time worked, whichever is greater. A test result of .04 or greater shall be considered a "positive" test. When breath alcohol testing for all other employees without a CDL is utilized, a .08 alcohol concentration or greater, shall be considered a "positive" test.

**Section 38.8 Test Results**

- a. All test results shall be treated as confidential medical records.
- b. If the results of the tests administered by the employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, non-prescription narcotics, marijuana, cocaine, PCP or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.
- c. The employee and the union shall be given copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent

and unrelated DHHS approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. After considering the results of the second test the employer may discipline the employee provided that any employee who test positive for illegal use of any drug including alcohol as first offense will automatically be suspended for 30 calendar days, except in post-accident cases involving a fatality. The employee shall be referred to a counseling and rehabilitation program. A Substance Abuse Professional shall be mutually selected by the Union and the employer. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the SAP; failure to comply will result in termination.

- d. If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment center, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless the prescribed treatment program has been completed. Continued employment is dependent upon documentation of the employee's continued, successful participation in recommended after care programs.
- e. Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a urine sample prior to their return to work from a failed drug test or for refusing to submit to a test. **The employee will be placed in a non-driving pay-grade 1 position pursuant to Section 33.7 for twelve (12) months upon his return to work (after completion of any mandatory suspension and successful completion of any required treatment program) and is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the employer may continue follow-up testing for an additional four (4) years. A second positive test will result in termination.**
- f. If an employee is convicted of any drug crime, the employee is to report it to his/her Department Head within five (5) days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.

#### **Section 38.9 Voluntary Assistance**

- a. Employees may request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities. Rehabilitation leave is subject to reasonable limitation and the employer's insurance policy.

- b. The policy will be implemented in a consistent, non-discriminatory manner. All bargaining unit employees will be provided a copy of the employer's drug testing policy prior to its implementation. In addition, bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.
- c. The employer has established an Employee Assistance Program (EAP) for employees that will train and assist them in these matters. All employees are required to attend at least two (2) hour of training under this policy.
- d. All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.
- e. All unit employees must sign an acknowledgment form indicating receipt of this policy.

**Section 38.10 Supervisor Training**

Supervisors shall be trained:

- a. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- b. To effectively and appropriately intervene in reasonable suspicion instances.
- c. To identify basic categories of drugs and their effects.
- d. To understand the methods of the employer's drug and alcohol testing procedures.
- e. To effectively and appropriately document reasonable suspicion cases.
- f. To implement disciplinary measures appropriately.

**Section 38.11 Procedures For Testing Employees**

- a. A supervisor who has reasonable suspicion that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while on duty must:
  - 1. Prohibit the employee from working or continuing to work.
  - 2. Notify another supervisor or division head and request another person (preferably another supervisor) to observe and review the specific objective indicators of employee conduct to confirm that reasonable suspicion exists.

The employee shall not be subject to testing without the confirmation of reasonable suspicion by another witness.

3. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the employer for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
4. Prepare appropriate documentation and take appropriate disciplinary action.
  - b. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

**Section 38.12 Legal References (OMIT, 38.13)**

Ohio Revised Code, Chapter 3719

Federal Controlled Substances Act, 21 U.S.C. 812

Drug Free Workplace Act of 1988, Public Law 100-790 (1988)

Omnibus Transportation Employee's Testing Act of 1991

Department of Transportation Regulations

**ARTICLE 39 - EDUCATION REIMBURSEMENT**

**Section 39.1**

The Employer shall reimburse employees for schooling pertaining to their work related duties upon successful completion of the course or classes or passing examinations. All classes and training must be taken upon the employees own time. All expenses must be approved by the Employer prior to the date of said schooling or examinations. No reimbursements will be made without prior written approval by the Employer. Reimbursement shall be limited to \$500.00 per year per employee with a maximum of \$10,000.00/year for the total bargaining unit.

**ARTICLE 40 - DURATION OF AGREEMENT**

**Section 40.1**

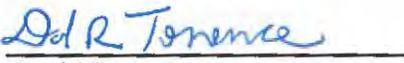
- A. This Agreement shall be effective as of the date of execution and shall remain in full force and effect until October 31, 2016, unless otherwise modified or amended as provided herein.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on

any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right.

Agreement is effective and executed this 16 day of January, 2014.

For The Employer:

  
Keith Bennett  
Stark County Engineer

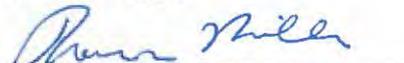
  
David Torrence  
Assistant County Engineer

  
Mike Cline

  
Steve Gronow

  
Dan Houck

  
Scott Basinger

  
Sharon Miller  
Staff Attorney, Chief Negotiator

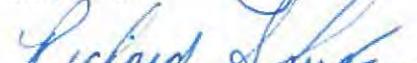
For the Union:

  
Keith Indorf, President  
AFSCME Local 2198

  
Glenn Beatty

  
Tim Eberhart

  
Mark Dietz

  
Richard Shirey

  
Dave Swartz

  
Louis J. Maholic, Staff Representative  
AFSCME, Ohio Council 8



# OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_

TITLE \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

List applicable violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Adjustment required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I authorize the A.F.S.C.M.E. Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance**

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

# APPENDIX A-2

Stark County Engineer  
AFSCME OHIO COUNCIL 8, LOCAL 2198

## GRIEVANCE APPEAL FORM

Name of Employee \_\_\_\_\_ Grievance Number \_\_\_\_\_  
Grievant

Classification \_\_\_\_\_

Date and time of incident giving rise to the grievance:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date and time grievance was first discussed with Human Resource Manager:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Nature of Grievance; specific Article(s) and Section(s) Violated:

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Statement of Facts:

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Relief Requested:

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\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Steward's Signature

# APPENDIX A-3

## STARK COUNTY ENGINEER

### GRIEVANCE APPEAL

#### STEP 1

Delivered by Grievant to Human Resource Officer

Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resource Manager's Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Human Resource Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Received by Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

### GRIEVANCE APPEAL

#### STEP 2

Delivered by Grievant to Engineer

Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Engineer's Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Received by Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX B-1

## APPLICATION FOR INTERNAL JOB POSTING

DO NOT WRITE IN THIS SPACE

Date Received:

\_\_\_\_\_

Classification of position posted: \_\_\_\_\_

Deadline for applying: \_\_\_\_\_

Name: \_\_\_\_\_ Office Phone: \_\_\_\_\_  
(Last) (First) (M.I.)

---

**Work Experience:** Briefly describe any of your current or prior work experience that relates to the duties of the vacant position.

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**Education/Training:** Briefly describe any formal education and/or training (include specific job related course work) which relates to the duties of the vacant position.

Signed: \_\_\_\_\_

# APPENDIX B-2

## LATERAL TRANSFER

Date \_\_\_\_\_

I request a lateral transfer from \_\_\_\_\_ at \_\_\_\_\_  
to \_\_\_\_\_ at \_\_\_\_\_.

Signed: \_\_\_\_\_

# APPENDIX C

## NOTICE OF BUMPING

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE CLASSIFICATION; \_\_\_\_\_

STATION/FACILITY: \_\_\_\_\_

I hereby give notice of bumping and wish to exercise my “bumping” rights in accordance with Article 15 of the Collective Bargaining Agreement in order to bump into \_\_\_\_\_ Classification. I understand that this notice must be given within (7) calendar days of my receipt of my layoff notice.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
Received By

**APPENDIX D**

**SICK LEAVE APPLICATION**  
**COUNTY (02-08)**

**STARK**

EMPLOYEE'S NAME ..... DATE .....

DEPARTMENT .....

DOCTOR'S CERTIFICATE    YES \_\_\_\_\_    NO \_\_\_\_\_

I HEREBY REQUEST SICK LEAVE BEGINNING ..... A.M. ..... P.M. .... (DATE)

AND ENDING ..... A.M. ..... P.M. .... (DATE) FOR THE FOLLOWING REASON

**NOTE AND EXPLAIN**

PERSONAL ILLNESS OR INJURY .....

Or

ILLNESS OR INJURY IN IMMEDIATE FAMILY .....

Or

DEATH OF ..... ON .....  
(NAME AND RELATIONSHIP)                      (DATE OF DEATH)

I HEREBY AFFIRM THAT THE ABOVE STATEMENTS ARE TRUE.

.....  
(SIGNATURE OF EMPLOYEE)

**ADMINISTRATIVE ACTION**

CIRCLE ONE:    APPROVED                      DISAPPROVED

SIGNATURE ..... DATE .....

(ATTACH DOCTOR'S CERTIFICATION TO UPPER LEFT CORNER OF THIS FORM)  
(USED SICK LEAVE SHOULD BE RECORDED ON COUNTY EMPLOYEE ATTENDANCE RECORD)  
(THIS FORM SHALL BE RETAINED IN EMPLOYEE'S PERSONNEL FILE WITHIN THE DEPARTMENT UNTIL  
EXAMINED BY THE OHIO BUREAU OF INSPECTION).

# APPENDIX E

## Pay Grade Assignments of Classifications

	<u>Pay Grade 1</u>
Bridge Worker 1	Drafting Technician 1
Garage Utility Worker 1	Highway Worker 1
Mechanic 1	Survey Technician 1
Technician 1	Traffic Worker 1
	<u>Pay Grade 2</u>
Bridge Welder 1	Bridge Worker 2
Drafting Technician 2	Garage Utility Worker 2
Garage Welder 1	Highway Worker 2
Labor Crew Leader	Mechanic 2
Road Inspector 1	Survey Technician 2
Technician 2	Traffic Worker 2
Warehouse Assistant	
	<u>Pay Grade 3</u>
Bridge Welder 2	Bridge Worker 3
Drafting Technician 3	Electrician
Garage Utility Worker 3	Garage Welder 2
Highway Worker 3	Mechanic 3
Road Inspector 2	Survey Technician 3
Technician 3	Traffic Worker 3
	<u>Pay Grade 4</u>
Assistant Safety Officer	Bridge Foreman
Drafting Technician 4	Garage Foreman
Highway Foreman	Hydraulics Foreman
Mechanic Foreman	Survey Foreman
Technician 4	Traffic Foreman

## APPENDIX F

### Examples of Offenses and Progressive Disciplinary Procedures

Offense	Oral	Written	1-5 Days	6-30 Days	Demotion/ Termination
<b>Class One:</b>					
Failure to follow established safety precautions.	X	X	*	*	*
<b>Class Two</b>					
* A Class One offense that leads to a suspension of time			X	X	X
Failure to maintain satisfactory and harmonious working relationships with the public and/or employees.	X	X	X	X	X
Horseplay or loafing.	X	X	X	X	X
Use of profane/abusive language	X	X	X	X	X
Habitual tardiness or failure to observe assigned work hours.		X	X	X	X
Negligent or improper use of equipment or property (at-fault accident).		X	X	X	X
Defacing county property.		X	X	X	X
Use abuse of sick leave.		X	X	X	X
Sleeping while on duty.		X	X	X	X
Willful violation of written rules, regulations or policies.		X	X	X	X
Leaving work without authorization.		X	X	X	X
Insubordination or refusal to accept a reasonable and proper assignment from an authorized supervisor.		X	X	X	X
Unauthorized use of county property.			X	X	X
<b>Class Three</b>					
Trespassing on the home of any County Official, County Employee or student employee for the purpose of harassing or forcing dialog or discussion with the occupants.					X
Guilty of gross misconduct					X
Sexual harassment.					X
Failure to pass an alcohol or drug test required by federal or state law or regulation.					X
Reporting to work under the influence of alcohol and/or illegal drugs.					X
Drinking alcoholic beverages on the job.					X
Acceptance of gifts in exchange for favors or influence.					X
Fighting.					X
Conviction of a felony.					X
Refusal to submit to an alcohol or drug test required by federal or state law or regulation.					X
Using or selling illegal drugs on the job.					X
Stealing					X
Unauthorized possession of firearms or lethal weapons on the job.					X
Willful acts that would endanger the lives or property of others.					X

NOTE: The employer based upon extenuating circumstances may reduce the proposed discipline at his discretion.

# APPENDIX G

## Memo

**To: Engineer Employee**  
**From: Human Resource Manager**  
**Date: May 1, 2004**  
**Re: Uniforms**

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Annually, each May 1<sup>st</sup> you will have the opportunity to change your uniform option. Therefore, sign, date and return this memo to your supervisor.

Please select one (1) of the three (3) following options:

- A) Three (3) navy blue poly/cotton coveralls.
  - Worn only as necessary
- B) Eleven (11) light blue shirts and eleven (11) navy blue pants.
  - **Must** be worn daily.
- C) Decline to participate in the Stark County Engineer uniform program.

I \_\_\_\_\_, choose option \_\_\_\_\_. I understand that I have been offered the option to participate in the Stark County Engineer uniform program. Therefore, I accept the responsibility of returning any garments that I have been issued.

Signed \_\_\_\_\_

Date \_\_\_\_\_

# APPENDIX H

March 15, 2005

Mr. Mark A, Dietz,  
President AFSCME/Local 2198  
7575 Klingston St. NW  
Massillon, Ohio 44646

Dear Mr. Dietz:

Please be advised that a question has come up concerning the policy of this office in regard to an employee who once having obtained his CDL then loses it through no fault of his own.

In such a case, the policy of this office would be to place the employee in a laborer's position provided the employee does not have a poor record in regard to attendance and discipline.

Very truly yours,

Michael J. Rehfus, P.E., P.S.  
Stark County Engineer