



# **COLLECTIVE BARGAINING AGREEMENT**

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2120-01  
K30687  
02/28/2014

**BETWEEN**

**THE SCIOTO COUNTY SANITARY  
ENGINEERING DEPARTMENT**

**AND**

**THE GENERAL TRUCK DRIVERS AND  
HELPERS LOCAL UNION NO. 92**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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## **ARTICLE 1 – PREAMBLE**

### **Section 1.**

This Agreement, entered into by the Scioto County Sanitary Engineer, hereinafter referred to as the "Employer", and the General Truck Drivers and Helpers Union Local No. 92, hereinafter referred to as the "Union", has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 2 - RECOGNITION**

### **Section 1.**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 84-RC-04-0297, including all full-time and regular part-time employees of the Wastewater Treatment Department including Clerks, Operators and Crew Leaders, Maintenance Men and Electricians. Excluded are all management level employees, confidential employees, supervisors, seasonal or casual employees and all other employees excluded by the Revised Code.

### **Section 2.**

The Employer will not recognize any other Union as the representative for any employees within the bargaining unit referenced above.

## **ARTICLE 3 - DUES DEDUCTIONS**

### **Section 1.**

The Employer agrees to deduct Union membership dues or fees in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

### **Section 2.**

The Employer agrees to deduct regular Union membership dues or fees once each month from the pay of any employee in the bargaining unit eligible for membership upon receipt of written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix) must be presented to the Employer by the employee. Upon receipt of the authorization, the Employer will deduct Union dues 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 3.

#### Fair Share Fee Provision.

In lieu of becoming a member in good standing, as above provided, an employee shall, within ninety (90) days from date of employment, make fair share fee payments in lieu of dues to the Union. Such payment shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share Agreement" and the Employer shall deduct from the first paycheck of each employee, each month, the payments required by the Section and shall remit the same to the Union within five (5) working days after this posting of the payroll. Employees who fail to meet this requirement shall be discharged by the Employer according to the negotiated agreement between the Employer and the Union. The Union shall provide an internal procedure to determine a rebate, if any, for nonmembers which conforms to Federal Law, provided a nonmember makes a timely demand on the Union.

#### Bona Fide Religious Exemption.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and the Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer according to the negotiated agreement between the Employer and the Union.

#### New hires.

The Employer will notify the Union of all new hires within the bargaining unit within ten (10) days after their having been employed, furnishing the Union with the new employee's name, social security number, mailing address and the position for which he/she was hired.

### Section 4.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### Section 5.

The Employer shall be relieved from making such individual check-off deductions upon an employee's: (1) termination from employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 9.**

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**ARTICLE 4 - UNION REPRESENTATION**

**Section 1.**

Representative (s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or for attending meetings as permitted herein. Upon arrival, the Union Representative shall identify himself to the Employer or the Employer's designated representative.

**Section 2.**

The Employer shall recognize up to two employees to act as Union Stewards and/or alternate Stewards for the purpose of processing grievances in accordance with the Grievance Procedure. Stewards shall be recognized as representatives as provided herein.

**Section 3.**

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

- A. Name
- B. Address

- C. Home telephone number.
- D. Immediate Supervisor.
- E. Union office held.

No employee shall be recognized by the Employer as the Union representative until the Union has presented the Employer with written certification of that persons selection.

#### Section 4.

The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

#### Section 5.

Rules governing the activity of Union representatives are as follows:

- A. The Union agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area or the nature of the Union activity.
- C. The Union official shall cease activities immediately upon the request of the supervisor.
- D. A Union employee official abusing the rules of this section is subject to disciplinary action.
- E. Reasonable use of the buildings for the purpose of holding Union meetings based on prior approval of the Sanitary Engineer and the availability of space is offered to the Union.

### **ARTICLE 5 - NON-DISCRIMINATION**

#### Section 1.

Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap or national origin, Vietnam veteran status or disability. The Union shall share equally with this provision of the Agreement.

#### Section 2.

When there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee, and their representatives, however,

may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

**Section 3.**

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.

**ARTICLE 6 - BULLETIN BOARDS**

**Section 1.**

The Employer agrees to provide space for one bulletin board in an agreed upon area of the facility for use by the Union.

**Section 2.**

All notices of any kind posted on the bulletin board must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks on the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership.
- D. Attacks and/or favorable comments regarding a candidate for public office or for office in any employee organization.

**Section 3.**

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

**Section 4.**

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

**ARTICLE 7 - LEAVES OF ABSENCE**

**Section 1.**

Leave without pay.

**Employees may be granted the following types of unpaid leaves of absence:**

**A. Disability Leave.**

A physically incapacitated employee may request a disability leave. A disability may be granted for a period of up to three (3) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. hospitalized or institutionalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer.

It is the responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

**B. Educational Leave.**

An educational leave may be granted for a maximum period of two years for purposes of education, training or specialized experience which would be of benefit to the Employer by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment. An Employee shall submit to the Employer pertinent information relating to the training for which the education leave is requested.

**C. Maternity Leave.**

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to Article 18: Sick Leave. If more than five (5) days of sick leave is requested for recovery, a medical statement is required. Should the maternity leave of absence without pay exceed six (6) months, the employee may request and be granted a disability leave. If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order in writing, that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal.

**D. Personal Leave.**

The Employer may grant a leave of absence to any employee for a maximum duration of six months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six months. The employee shall

include all pertinent information relating to the need for a personal leave of absence with his request for leave.

**E. Authorization for Leave.**

The authorization for leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. Should the Employer deny the leave for request, a written reason for the denial shall be given to the employee. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard request for leave form.

**F. Sick Leave Credit and Vacation Credit During Leave.**

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

**G. Abuse of Leave.**

If a leave of absence is granted for a specific purpose and it is founded the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

**H. Reinstatement from Leave.**

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.

**Section 2.**

**Leaves with pay.**

Employees may be granted the following types of paid leaves of absence.

**A. Military Leave.**

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military

service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer 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. Employees who are members of those components as listed above 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.

**B. Funeral Leave.**

1. Scioto County Sanitary Engineering Department employees shall be entitled to a maximum of three (3) working days funeral leave with full pay (one of which must be the day of the funeral), for a death in the immediate family. Immediate family is defined as only:

- |                  |                   |
|------------------|-------------------|
| a. spouse        | g. father-in-law  |
| b. mother        | h. brother        |
| c. father        | i. sister         |
| d. son           | j. brother-in-law |
| e. daughter      | k. sister-in-law  |
| f. mother-in-law | l. Grandparents   |
|                  | m. Grandchildren  |

2. Leave due to the death of other family members may be granted with the approval of the Sanitary Engineer if the employee submits in writing, the special circumstances. Once such leave is approved by the Sanitary Engineer, it will be charged to sick time, taken without pay, or taken in accordance with the procedures for any other approved leave provided for in this Agreement.

3. Bargaining unit members may request one (1) additional day of funeral leave for travel when the funeral is over two hundred (200) miles from the bargaining unit member's home. Such additional day may be charged to sick leave, taken without pay or taken in accordance with procedures for approved leave provided for in this Agreement.

**Section 3:**

**Family and Medical Leave Act**

The Employer and the Union agree to follow the federal guidelines and rules for Family Medical Leave.

- A. In accordance with the Family and Medical Leave Act of 1993 and amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave or up to 26 weeks for caring for a military injured family member for the following reasons:**
- 1. to care for a newborn son or daughter;**
  - 2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;**
  - 3. to care for a seriously ill spouse, child or parent; or**
  - 4. because of their own serious health condition.**
  - 5. to care for a member of immediate family that has an injury or recuperation due to military service.**

**Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.**

- B. Bargaining Unit members must give the Engineer at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations. The Department observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA.**
- C. Bargaining Unit members may request to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)**
- D. Medical certification shall be required to substantiate leave for the reasons stated above. The Department having the option of requiring a second opinion. If the first and second opinion differs, then the Department may require a third opinion. Medical Certification shall include the following:**
- 1. the date of condition began;**
  - 2. the probable duration of the condition;**
  - 3. appropriate medical facts regarding the condition and the necessity for the leave; and**
  - 4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.**
- E. Bargaining Unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Engineer and employee and provided all requirements have been satisfied.**
- 1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Engineer may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the**

recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

- F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Department paying the Department's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Department may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control
- G. For the purpose of this Article, the following definitions shall apply:
1. **"Serious Health Condition"** – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
  2. **"Reduced Leave Schedule"** – a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **Section 1.**

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

### **Section 2.**

All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to the effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

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

### Section 3.

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

- Step 1.** In order for an alleged grievance to receive consideration under this procedure, the grievant must certify the alleged grievance within fourteen (14) calendar days of the occurrence that gave rise to the grievance. The employee, with the appropriate Union Steward, if the former desires, shall reduce the grievance in writing and shall within seven (7) calendar days, refer the grievance to the Sanitary Engineer. The Sanitary Engineer shall have seven (7) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Sanitary Engineer shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date.
- Step 2.** Arbitration. If the grievance is not satisfactorily settled in Step 1, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within fifteen (15) days following the date the grievance was answered in Step 1 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the first step reply. Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Arbitration Mediation Services (AMS) in Cincinnati, Ohio or the FMCS. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within fifteen (15) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven arbitrators submitted to the parties by the AMS or the FMCS. The party requesting the arbitration list 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. Either party shall have the option for just cause to completely reject the list of names once and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AMS and 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 shall not

have the authority to add to, subtract from, modify, change or alter any provision of this Agreement nor add to or subtract from or modify the language therein in 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 so submitted to him or to submit observation or declarations of opinion which are not directly essential in 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 past practices in conflict with this Agreement. In cases of discharge or suspension the arbitrator shall have the authority to recommend modification of said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator on the same day. The decision of the arbitrator shall be final and binding on all parties to the grievance. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the service of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

## **Section 5.**

**All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties (see Appendix):**

- A. Aggrieved employee's name and signature.**
- B. Aggrieved employee's classification.**
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.**
- D. Date grievance was filed in writing.**
- E. Date and time grievance occurred.**
- F. The location where the grievance occurred.**
- G. A description of the incident giving rise to the grievance.**
- H. Specific articles and sections of the Agreement violated.**
- I. Desired remedy to resolve the grievance.**

**Section 6.**

A grievance may be brought by any employee covered by this Agreement. When a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**ARTICLE 9 - HEALTH AND SAFETY**

**Section 1.**

It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts his responsibility to provide safe working conditions, equipment, vehicles and working methods for his employees. The employee accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 2.**

The Union and Management will designate up to two (2) representatives each to serve on the Health and Safety Committee.

**Section 3.**

Said Committee shall meet on an "as needed" basis with a request for a meeting directed to the Sanitary Engineer. The Committee shall make recommendations concerning health and safety matters to the Sanitary Engineer for his consideration.

**Section 4.**

The County will investigate and promulgate an immunization plan for bargaining unit members. All members of the bargaining unit will be required to receive the vaccinations listed in the immunization plan or provided proof of up-to-date vaccinations. The cost of the immunizations will be paid by the Sanitary Engineering Department.

**ARTICLE 10 - DISCIPLINE**

**Section 1.**

The tenure of every bargaining unit employee of the Scioto County Sanitary Engineering Department shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, transferred or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Department or do not violate any State or Federal statutory provisions. Forms of disciplinary action are listed below:

- A. Verbal warning.
- B. Written warning.
- C. Written reprimand.
- D. Suspension without pay.
  - 1. Working suspensions.
  - 2. Fines (such as docking of vacation, comptime, personal days).
- E. Temporary reassignment, not to exceed sixty (60) calendar days.
- F. Reduction in classification.
- G. Discharge from employment.

## **Section 2.**

**Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave for three (3) or more days, or any other failure of good behavior or any other acts of misfeasance, or nonfeasance in office shall be cause for disciplinary action.**

## **Section 3.**

**Except in extreme instances wherein the employee's action is of a serious nature, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Employees charged with a felony crime will be placed on leave without pay for two (2) months pending the resolution of the charges, and if found innocent will be permitted to use vacation and comp time for the two (2) months.**

## **Section 4.**

**Any time the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.**

## **Section 5.**

**Whenever the Employer or his designee determines that an employee may be disciplined for cause (including suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.**

## **Section 6.**

**Pre-disciplinary conferences will be conducted by the Sanitary Engineer or designee, or by a neutral selected from outside of the department. The Sanitary Engineer or his designee shall select the neutral. The written report and recommendation of the neutral party is not binding on an arbitrator or any of the parties.**

**Section 7.**

Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:

- A. appear at the conference to present an oral or written statement in his or her defense; or
- B. appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- C. elect in writing to waive the opportunity to have a pre-disciplinary conference.

**Section 8.**

At the pre-disciplinary conference, the neutral will ask the employee or his or her representative to respond to the allegations of misconduct which were outlined to the employee.

**Section 9.**

At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses. The employee shall provide a list of witnesses to the neutral as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

**Section 10.**

The employee or his or her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be provided to the employee within five (5) days following its preparation.

**Section 11.**

Disciplinary action may be appealed through the grievance procedure.

**ARTICLE 11 - PERSONNEL FILES**

**Section 1.**

Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein.

An employee shall be entitled to have a representative of his choice accompany him during such review.

**Section 2.**

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 3.**

Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance and shall, upon the request of the employee, be removed from the personnel file.

**Section 4.**

The following items shall be considered public information available upon request to the employer, from an employee's personnel file: annual salary, degree (s) held, areas of special certification, civil service status and awards or commendation. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order or subpoena.

The Employer will comply with ORC 149.43 Public Records Law. Any employee who is a part-time E.M.T. or Fire Fighter must notify the Employer of such position to allow the Employer to comply with the requirements of ORC 149.43.

**ARTICLE 12 - SEVERABILITY**

**Section 1.**

This Agreement when applicable supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 2.**

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

## **ARTICLE 13 - MANAGEMENT RIGHTS**

### **Section 1.**

The Union shall recognize the right and authority of the Employer to administer the business of the Scioto County Sanitary Engineer and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following which are not modified by the express terms of this Agreement.

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively meet these purposes;
- D. To determine the size and composition of the work force and the Employer's organizational structure;
- E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- F. To maintain the security of records and other pertinent information;
- G. To determine and implement necessary actions in emergency situations.

## **ARTICLE 14 - LABOR / MANAGEMENT MEETINGS**

### **Section 1.**

In the interest of sound labor/management relations unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or his designee shall meet with not more than two (2) representatives of the local Union to discuss pending problems and to promote a more harmonious labor/management relationship.

### **Section 2.**

An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- 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 improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.

**Section 3.**

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

**ARTICLE 15 - WAIVER IN CASE OF EMERGENCY**

**Section 1.**

In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall be temporarily suspended by the Employer:

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

**Section 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, prior to the emergency.

## **ARTICLE 16 - NO STRIKE / NO LOCKOUT**

### **Section 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 the machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that within two (2) weeks of the date of the signing of this Agreement, it will serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and made commitment for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

### **Section 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 members of the Union, unless those members have violated Section 1-B of this Article.

## **ARTICLE 17 - EARNED SICK LEAVE**

### **Section 1.**

All permanent Scioto County Sanitary Engineering Department employees will earn 4.33 hours sick leave per eighty (80) hours of work or 0.05417 hour sick leave for each hour of work.

### **Section 2.**

Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour of sick leave for every one (1) hours of absence from previously scheduled work. Sick leave usage must be taken in increments of one (1) hours or more. The sick leave payment shall not exceed the normal scheduled workday or work week earnings.

### **Section 3.**

To justify the use of sick leave, an employee is required to complete and sign a leave request form. Employees absent on sick leave for a period of three (3) consecutive working days or employees who use what the Employer deems to be an inordinate amount of sick leave may be requested to provide a physician's statement verifying the nature of the illness.

**Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal.**

**Section 4.**

**An employee may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as:**

- A. spouse**
- B. mother**
- C. father**
- D. child**
- E. brother**
- F. sister**
- G. any other person living in the employee's household.**

**Section 5.**

**For an employee to utilize paid sick leave for the care of family members other than those listed above, approval must be received from the Sanitary Engineer.**

**Section 6.**

**When sick leave is requested for the care of a member of the immediate family, the Sanitary Engineer may require a physician's certificate stating that the presence of the employee is necessary for the care of the ill person.**

**Section 7.**

**An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to Scioto County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for Scioto County records.**

**Section 8.**

**An employee who has been separated from Scioto County employment but who is re-employed by the County shall be credited with his/her previously accumulated sick leave, provided reemployment occurs within ten (10) years of the date of the employee's last separation from Scioto County employment.**

**Section 9.**

**Funeral leave will be charged against an employee's accumulated sick leave, except as provided in Article 7, Section 2-B.**

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**Section 9.**

**Funeral leave will be charged against an employee's accumulated sick leave, except as provided in Article 7, Section 2-B.**

## **Section 10.**

**Sick leave may be used for on-the-job injury, however, sick leave pay and Workers' Compensation payments cannot be received at the same time.**

**Should the employee make application for Workers' Compensation payments, he may elect to continue to draw sick leave pay at his regular hourly rate for each hour he is absent from his regularly assigned shift work for a period not to exceed twelve (12) weeks, provided he has sufficient accrued sick leave.**

**In electing to use his sick leave, for an on-the-job injury, the employee must sign an Agreement directing all Workers' Compensation payments received during this period of sick leave use to the Employer. Upon receipt of each Workers' Compensation payment, the Employer shall re-credit the employee with the proportionate amount of sick leave reimbursed to the Employer as a result of the Worker's Compensation payments. It is specifically understood and agreed that Workers' Compensation payments are in an amount less than an employee's hourly rate of pay and that any proportionate recrediting of sick leave shall be made on the basis of the number of hours which the Workers' Compensation payments would purchase based upon the employee's hourly rate.**

## **Section 11 - Sick Leave Conversion**

- A. An employee may elect, at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-half (1/2) the value of his/her accrued but unused sick leave. The payment shall be based on the employee's rate of pay at the time of retirement. The total value of sick leave paid as severance pay shall not exceed the value of sixty (60) days paid leave.**
- 1. To qualify for this severance benefit, the employee must have at least ten (10) years of service with the Scioto County Sanitary Engineer and/or Commissioner's office.**
  - 2. Payment for sick leave under this policy will eliminate all sick leave credit accrued by the employee at that time.**
  - 3. Upon the death of an employee, unused accumulated sick leave shall be paid to the employee's spouse, children or parent, in that order, or to his/her estate. Payment for accumulated sick leave at the time of death shall be based on the employee's straight-time hourly rate at the time of death, with one such hour for every four hours of accumulated sick leave to the amount limited as stated in paragraph A above. (ORC 2113.04)**
- B. Any bargaining unit member who does not use any sick leave during the course of a calendar year (January 1 - December 31) may choose to cash in up to ten (10) days of his/her accumulated sick leave balance on the following basis: For every four (4) days cashed in the employee will receive one (1) days pay. This cashing in of sick leave shall remove the cashed-in days from the employees balance with no more than ten (10) days per year when no sick leave is used during that calendar year.**

## **ARTICLE 18 - EARNED VACATION LEAVE**

### **Section 1.**

All vacation time must be approved by and reported to the Sanitary Engineer in advance of an employee taking paid vacation leave.

### **Section 2.**

Vacation time is applicable to all bargaining unit members of Scioto County and is earned in accordance with Section 3 below. Part-time bargaining unit members shall earn vacation in correlation to their hours worked.

### **Section 3.**

All permanent employees will receive the following amounts of paid leave based upon the length of continuous service. An employee's anniversary date will determine when his vacation calculation rate changes.

1. **LESS THAN ONE (1) FULL YEAR OF SERVICE:** No vacation. (A new full-time employee is credited with eighty (80) hours of vacation after completion of one (1) year of service.)
2. **ONE (1) FULL YEAR OF SERVICE:** (26 bi-weekly pay periods) Two (2) weeks vacation (10 working days or 80 hours). Accumulated at the rate of 3.3 hours per eighty (80) hours worked or 0.0416 hours of earned vacation leave for each one (1) hour worked.
3. **EIGHT (8) FULL YEARS OF SERVICE:** Three (3) weeks vacation (15 working days or 120 hours). Accumulated at the rate of 5.1 hours per eighty (80) hours worked or 0.0638 hours of earned vacation leave for each hour worked.
4. **FIFTEEN (15) FULL YEARS OF SERVICE:** Four (4) weeks vacation (20 working days or 160 hours). Accumulated at the rate of 6.9 hours per eighty (80) hours worked or 0.0869 hours of earned vacation leave for each hour worked.
5. **TWENTY-FIVE (25) FULL YEARS OF SERVICE:** Five (5) weeks vacation (25 working days or 200 hours). Accumulated at the rate of 8.8 hours per eighty (80) hours worked or 0.1111 hours of earned vacation leave for each one (1) hour worked.

### **Section 4.**

Any time an employee does not receive a full pay check (eighty hours) his/her vacation earned for that period will be adjusted based upon the number of hours worked in that pay period.

Vacation may be used as it is earned after the first year of continuous service if the employee obtains the appropriate permission of his/her supervisor or the Sanitary Engineer. Part-time employees do not earn vacation while employed on part-time status.

**Section 5.**

With the permission of the Sanitary Engineer, vacation may be accrued for a period not longer than three (3) years. When terminating employment, any accrued vacation will be paid in a separate check.

**Section 6.**

An employee who transfers from one agency to another under the Division of State Personnel will be paid for any unused vacation by the releasing agency. An employee transferring to the Scioto County Sanitary Engineering Department who has less than one (1) year of service at the time of transfer will be eligible for the first vacation after completing one (1) year of combined service.

**Section 7.**

An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so affected shall be granted an additional vacation day to be scheduled at the discretion of the Sanitary Engineer.

**Section 8.**

- A. Promptly after December 1 of each calendar year starting with December 1, 2001, each eligible employee shall be requested to specify the vacation period he/she desires for the next calendar year. Vacations, so far as practical, will be granted at time most desired by employee (the longer service employee being given preference); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Scioto County Sanitary Engineer in order to ensure the orderly operation of the Sanitary Engineering Department, provided that vacations shall be scheduled between January 1 and December 1 of each calendar year. It is understood that the week containing January 1 shall be considered the first week of the new calendar year.
- B. An employee with at least two (2) weeks vacation may schedule one (1) week of vacation one (1) day at a time, provided the permission of the Sanitary Engineer is given and the request is made at least twenty-four (24) hours in advance of the day requested.
- C. Bargaining unit employees cannot take vacation in less than eight hour increments.
- D. An employee absent from work during the scheduling period because of layoff, disability leave or leave of absence, will be requested to specify the period he/she desires. If he/she does not respond, the Sanitary Engineer will assign

his/her vacation period.

- E. All vacation will commence on Monday, unless the vacation is taken under the provisions of Section 8-B above.

## **ARTICLE 19 - SENIORITY**

### **Section 1.**

#### **Seniority (definition).**

- A. Seniority shall be defined as the length of continuous permanent full-time service from the employee's most recent date of hire with the Scioto County Sanitary Engineering Department.
- B. Seniority shall not be available to an employee during his/her probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

### **Section 2.**

#### **Losses of Seniority.**

- A. When an employee resigns, his/her seniority is lost.
- B. When an employee is discharged for good cause, his/her seniority is lost.
- C. When an employee is laid-off and not recalled within eighteen (18) months from the effective date of the layoff, his/her seniority is lost.
- D. When an employee is off the payroll for any reason whatsoever, except Military Service, for one (1) calendar year, his/her seniority stops accruing.
- E. When an employee leaves the bargaining unit he/she loses his/her seniority after one year.

### **Section 3.**

#### **Seniority Ties.**

- A. If two (2) or more employees have the same date of hire, the tie will be broken by using the last digit of each employee's Social Security number.
  - 1. The employee's numbers will be compared and the employee with the highest digit shall be declared the senior employee (0 being the lowest and number 9 being the highest).

2. If the last digits of the Social Security numbers are the same, the next to the last digits will be compared and the employee with the highest digit shall be declared to be senior. If the tie is still not broken by the second, the procedure shall continue on to the next digit until the tie is broken.

B. The Sanitary Engineer or his designated representative will only break ties in seniority on the request of the employee and his/her Union representative. Once seniority ties are broken by the procedure in Section 3-A above, the seniority status of the employees involved shall not again be contested by the involved employees.

#### Section 4.

##### Vacation Selection.

The employee having the greatest seniority shall be given the first consideration when scheduling vacation dates, provided senior employees respond in a timely manner to the Sanitary Engineer's request to schedule vacations.

#### Section 5.

##### Layoff and Recall.

A. If it becomes necessary to reduce the working force because of financial or other unforeseen problems the employees affected shall have the opportunity to displace unaffected junior employees from their jobs provided that the employee bumping has the requisite ability, qualifications and physical ability to perform the job he/she is bumping.

B. When laid off employees are recalled to work, the senior employee will be contacted first, provided the employee has the requisite ability, qualifications and physical ability to do the job for which he/she is being recalled.

C. Employees who fail to report to work in ten (10) working days after being recalled, shall be terminated as employees.

D. It shall be the employee's responsibility to maintain his/her correct mailing address and telephone number with the Scioto County Sanitary Engineer.

#### Section 6.

##### Seniority List.

The Sanitary Engineer will provide the Union an updated Seniority List once yearly on or about January 2. The list will contain the bargaining unit member's name and date of hire. Once the seniority list is posted for 30 days both parties accept that it stands as is, and is not grievable until the next list is posted.

**Section 7.**

**Military Service.**

- A. An employee will not lose either his/her job or seniority as a result of Military Service in the United States Armed Forces.**
- B. Each employee must notify the Sanitary Engineer of his/her date to return to work and must do so within forty-five (45) calendar days of his/her date of discharge. An employee failing to do so will lose his/her reemployment rights.**

**Section 8.**

**Bargaining unit members may use their department seniority to obtain the shift of their preference provided they are qualified to perform the duties required on that shift and hold the necessary licenses.**

**ARTICLE 20 - HOURS OF WORK**

**Section 1.**

**Scope.**

**This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.**

**Section 2.**

**Hours of Work.**

**The standard work day shall be 8:00 a.m. to 4:30 p.m., with a one (1) hour lunch break, with a one-half (1/2) hour paid lunch period inclusive therein, and on-half (1/2) hour unpaid lunch break.**

**Section 3.**

**Normal Work Pattern.**

**The normal work pattern shall be five (5) days in a calendar week (Sunday being the last day of the week) with two (2) days rest.**

**Section 4.**

**Lunch Period.**

**The paid lunch period shall be counted as regular work time for the purpose of computation of overtime, the one-half (1/2) hour unpaid lunch period does not count in the**

computation of overtime.

**Section 5.**

The Sanitary Engineer will designate an employee to be on call each week to respond to calls and emergency call-outs. The employee will be paid an additional one hundred twenty five dollars (\$125) for the seven day period they are on call and they are responsible to carry a cell phone and are able to be contacted by the answering service during non-working hours while on call. The on-call employee may use the County Engineer's truck when on call at the Engineer's discretion.

**ARTICLE 21 - OVERTIME AND ALLOWED TIME**

**Section 1.**

**Purpose.**

The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement

**Section 2.**

**Definition of Terms.**

- A. The payroll week shall consist of seven (7) consecutive days beginning with Monday at 12:01 a.m. or the nearest starting time thereto.
- B. Holidays, as enumerated In Article 22: Holidays, consists of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be paid for Friday instead of Saturday.
- C The regular rate of pay, as the term is used in this Article shall mean the hourly rate which the employee would have received for the work had it been performed during non-overtime hours.
- D. The workday for the purposes of this Article is the twenty-four (24) hour period beginning with the time the employee begins work, except that a tardy employee's workday shall begin at the time he reports for work and clocks in on the time-clock.
- E. Overtime rate means one and one-half (1 1/2) times the regular rate of pay.

- F. **Compensatory time is time taken off regularly scheduled work in place of being paid overtime. The Sanitary Engineer must approve compensatory time before it can be taken by an employee. Compensatory time is earned the same as overtime.**
- G. **Allowed time means hour paid for but not worked, as provided in this Agreement.**
- H. **Emergency shall be defined as a danger to life and health.**

### **Section 3.**

#### **Conditions under which overtime rates shall be paid.**

- A. **Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid to an employee for the following:**
  - 1. **Hours worked in excess of eight (8) hours in a work day.**
  - 2. **Hours worked in excess of forty (40) in a payroll week.**
  - 3. **All hours worked or a minimum of two (2) hours pay on a second reporting in the same workday when the employee has been recalled or required to report to the County after working less than eight (8) hours on his/her first reporting, provided that his/her failure to work eight (8) hours on his first reporting was not caused by any of the following factors:**
    - a. **strikes, work stoppages in connection with labor disputes involving members of the bargaining unit, failure of utilities beyond the control of the Sanitary Engineer or acts of God interfering with work being provided; or**
    - b. **an employee refuses to accept an assignment or reassignment within the first two (2) hours; or**
    - c. **the County gives reasonable notice of a change in scheduled reporting time or that an employee need not report.**
  - 4. **Any employee called out to perform overtime work shall receive four (4) hours pay for four (4) hours work. Should the employee choose he may go home and be paid two hours overtime pay or paid for hours worked.**
- B. **The employer agrees to make every effort to call union employees to perform jobs after normal working hours.**

#### **Section 4.**

##### **Nonduplication.**

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

#### **Section 5.**

##### **Equalization of overtime.**

The Sanitary Engineer agrees to make every effort to equalize overtime opportunities at each individual work location. Any employee who can substantiate that he has not been offered overtime opportunities and that employee has not refused overtime opportunities will be offered the next appropriate overtime. If the Sanitary Engineer or his designee has made an effort to call an employee in for overtime work and has made reasonable effort to do so, and if the employee is not available, the Sanitary Engineer or his designee may call in the next available employee. The Sanitary Engineer will cause a list to be kept and posted of all overtime worked or charged to an employee.

#### **Section 6.**

##### **Conditions pertaining to allowed time.**

- A.** Employees who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available, for four (4) hours at their standard rate of pay. The Sanitary Engineer may, at his discretion, assign the employees to work other than their normal duties for this four (4) hour period. Each employee has the right to refuse said work, but shall forfeit the reporting pay by this refusal.
- B.** An employee injured on the job, a Workers compensation compensable injury, shall be paid for all hours of work for which he/she was scheduled to work that day at his/her standard hourly rate.
- C.** In the event of strikes or work stoppages in connection with labor disputes involving members of the bargaining unit, the provisions of Section 6-A above do not apply.

#### **Section 7.**

##### **Allowance for jury or witness service.**

An employee who is called for jury duty or subpoenaed as a witness shall be excused from work for the days on which he/she is to serve. (Service, as used herein, includes

reporting for jury or witness duty when summoned, whether or not he/she is used.) Such employee shall receive, for each day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such service and his/her regular rate of pay. Such pay will be based on the number of days such employee would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight (8) times his/her average straight time hourly rate of earnings during the last payroll period worked prior to such service. The employee will present proof that he/she did serve or report as juror or was subpoenaed and reported as a witness, and the amount of pay, if any received therefore. No bargaining unit member will be paid leave under this section for any legal action involving a personal or family-related issue.

#### **Section 8.**

##### **Earned personal leave.**

Employees who work for four (4) months without using sick leave will earn one (1) personal day off with pay (eight (8) hours). Personal days must be taken within three hundred sixty-five (365) calendar days after being credited or the employee will lose the day credited. An employee must notify the Sanitary Engineer or his designee for approval to apply to take a personal leave day one (1) week in advance or twenty-four (24) hours in advance in the case of an emergency.

#### **Section 9.**

##### **Necessary overtime.**

- A. All employees are required to work overtime to accomplish the Scioto County Sanitary Engineering Department's mission and task as directed by the Ohio Revised Code.**
- B. No employee will be required to work more than sixteen (16) hours continuously, unless:**
  - 1. an emergency situation or natural disaster exists; and/or**
  - 2. the work will be completed within a short time beyond the sixteen (16) hour period.**
- C. The junior bargaining unit member qualified to perform the work shall be required to work the overtime when all other senior bargaining unit members have declined to work the overtime.**

#### **Section 10.**

Bargaining unit members who have worked one (1) year without using any sick leave shall earn one (1) wellness day to be taken within three hundred sixty-five (365) days from the day it is credited to the bargaining unit member.

## **ARTICLE 22 - HOLIDAYS**

### **Section 1.**

All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Friday After Thanksgiving	Birthday (See Section 4 below)

### **Section 2.**

If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1 1/2) Times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay.

### **Section 3.**

Employees must work their last scheduled work day before and after a holiday to receive holiday pay in Section 1 or holiday premium pay in Section 2, unless leave for one of these days is approved by the Sanitary Engineer.

### **Section 4.**

Each year the employee shall receive eight (8) hours of compensatory time credited to their account on their birthday or the next business day after their birthday that the business office is open. The employee must use the compensatory time within three hundred sixty-five (365) days of it being placed to their credit.

## **ARTICLE 23 - LICENSURE REQUIREMENTS**

### **Section 1.**

Any operator-trainee presently employed who elects to obtain an Operator I license shall obtain prior approval in writing of the Employer, and upon said approval, the Employer will assume costs of tuition, books and travel expenses of the employee upon successful completion of the licensing examination. If the employee fails to complete the course work or is unsuccessful in obtaining the Waste Water Treatment Operator I license, then any further costs of tuition, books and travel expenses shall only be reimbursed to the employee upon successful completion of the licensing examination.

## **Section 2.**

**Any new employee hired into the classification of Operator Trainee after the effective date of this Agreement will be required to pursue a course of study to obtain a Waste Water Treatment Operator I license. The Employer will assume the cost of tuition, books and travel expenses of the employee. This will also require meeting the State of Ohio standards for taking the examination of a Class I Waste Water Treatment Operator license and the passage of said examination. If the employee fails to complete the course work or is unsuccessful in obtaining the Waste Water Treatment Operator I license, then any further costs of tuition, books and travel expenses shall only be reimbursed to the employee upon successful completion of the licensing examination.**

## **Section 3.**

**It is further understood that the books and course material become the property of the Employer and the same is to be surrendered by the employee should he be terminated.**

## **Section 4.**

**Any bargaining unit member who elects to obtain a Waste Water Treatment Operator II license, Laboratory Technician, or a Waste Water Treatment Operator III license shall obtain prior approval in writing of the Employer, and upon said approval, the Employer will assume the costs of tuition, books and travel expenses of the employee. If the employee fails to complete the course work or is unsuccessful in obtaining the Waste Water Treatment Operator II or the Waste Water Treatment Operator III license, then any further costs of tuition, books and travel expenses shall only be reimbursed to the employee upon successful completion of the licensing examination.**

## **Section 5.**

**It is further understood that the obtaining of a Waste Water Treatment Operator II or Waste Water Treatment Operator III license shall result in pay increases only upon the Employer having a previous or newly created vacancy for the classification of the Operator's licensing as set forth in Section 4. Personnel employed prior to 1/01/02 and presently pursuing a wastewater license will, if successful, be paid at the license rate.**

## **Section 6.**

**The Sanitary Engineering Department will pay license renewal fees for all bargaining unit members on an annual basis with the first pay after July 1 of each year. The bargaining unit member will be required to submit receipts and/or documentation acceptable to the Auditor for reimbursement of their license fees. Failure to submit receipts will result in forfeiture of the reimbursement.**

**ARTICLE 24 - INSURANCE**

**Section 1.**

The Scioto County Board of Commissioners shall have the sole determination of what health insurance plan(s) the Bargaining Unit members have available. The Commissioners will make this determination in compliance with O.R.C. 305.17.1. The plan(s) offered will contain substantially similar benefits as those presently being offered at the execution of this Agreement. The County will continue efforts at implementing cost containment measures to help maintain the cost of benefits. The Employer agrees to provide life insurance in the amount and under the conditions to coincide with the life insurance policy presently in place for other County employees.

**Section 2.**

The Bargaining unit members will be responsible for paying –

Tier 1 - \$53.88 per month

Tier 2, 3, 4 - \$136.34 per month

Insurance will be Teamsters Benefits Plan M3H-BVN-NNN (SOA Cafeteria) with the rates as described in pages 33A and benefits as described on pages 33B – 33D.

**Section 3.**

In the event there is an increase in insurance premiums after the signing of this agreement, the Employer and the Employee agree to split the cost of increase at a rate of: 80% employers and 20% employee. In the event there is an increase in insurance premiums after the signing of this agreement and the County agrees to pay a higher rate than for other County General Fund employees then that same rate shall be applied to employees covered under this contract.

**ARTICLE 25-WAGES**

**Section 1.**

Employees shall receive a 2% increase each year of the contract.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Laborer	\$15.34	\$15.65	\$15.96
Bookkeeper/Operator Trainee	\$15.34	\$15.65	\$15.96

Tiered Rates for New Benefit Plan M3H-BVN-NNN (SOA Cafeteria)

PLAN OPTION	BENEFIT LEVEL	TIER 1 EMPLOYEE ONLY	TIER 2 EMPLOYEE PLUS ANY CHILDREN	TIER 3 EMPLOYEE PLUS SPOUSE	TIER 4 FAMILY
<b>Effective Date 3/31/2013</b>					
Base Medical Benefits	New SOA	\$95.60	\$191.20	\$229.55	\$286.85
SOA Benefit Riders	Extended Coinsurance Rider (R3)	\$1.10	\$2.20	\$2.70	\$3.35
Prescription Drug Benefits	New Rx1	\$22.90	\$45.80	\$54.95	\$68.70
Dental & Optical Benefits	Dental & Optical Plan 2 (D&O2)	\$12.05	\$24.10	\$28.95	\$36.20
<b><u>M3H-BVN-NNN</u></b>	<b>Plan Weekly Rate:</b>	<b>\$131.65</b>	<b>\$263.30</b>	<b>\$316.15</b>	<b>\$395.10</b>
<b>Effective Date 3/30/2014</b>					
Base Medical Benefits	New SOA	\$108.60	\$217.20	\$260.75	\$325.85
SOA Benefit Riders	Extended Coinsurance Rider (R3)	\$1.25	\$2.50	\$3.00	\$3.75
Prescription Drug Benefits	New Rx1	\$25.70	\$51.40	\$61.65	\$77.05
Dental & Optical Benefits	Dental & Optical Plan 2 (D&O2)	\$12.15	\$24.30	\$29.15	\$36.40
<b><u>M3H-BVN-NNN</u></b>	<b>Plan Weekly Rate:</b>	<b>\$147.70</b>	<b>\$295.40</b>	<b>\$354.55</b>	<b>\$443.05</b>
<b>Effective Date 3/29/2015</b>					
Base Medical Benefits	New SOA	\$119.05	\$238.10	\$285.75	\$357.15
SOA Benefit Riders	Extended Coinsurance Rider (R3)	\$1.35	\$2.70	\$3.25	\$4.10
Prescription Drug Benefits	New Rx1	\$24.15	\$48.30	\$57.95	\$72.45
Dental & Optical Benefits	Dental & Optical Plan 2 (D&O2)	\$11.15	\$22.30	\$26.75	\$33.40
<b><u>M3H-BVN-NNN</u></b>	<b>Plan Weekly Rate:</b>	<b>\$155.70</b>	<b>\$311.40</b>	<b>\$373.70</b>	<b>\$467.10</b>
<b>Effective Date 4/3/2016</b>					
Base Medical Benefits	New SOA	\$121.15	\$242.25	\$290.70	\$363.40
SOA Benefit Riders	Extended Coinsurance Rider (R3)	\$1.50	\$3.00	\$3.60	\$4.50
Prescription Drug Benefits	New Rx1	\$24.65	\$49.30	\$59.15	\$73.90
Dental & Optical Benefits	Dental & Optical Plan 2 (D&O2)	\$10.55	\$21.10	\$25.30	\$31.65
<b><u>M3H-BVN-NNN</u></b>	<b>Plan Weekly Rate:</b>	<b>\$157.85</b>	<b>\$315.65</b>	<b>\$378.75</b>	<b>\$473.45</b>

# **Michigan Conference of Teamsters Welfare Fund**



## **Schedule of Benefits Plan 909 New SOA Cafeteria Plan**

Date Inquired About: 12/5/2013  
Today's Date: 12/5/2013

**Effective April 2013**



Michigan Conference of Teamsters Welfare Fund  
New SOA Cafeteria Plan 909  
SCHEDULE OF BENEFITS

New SOA Base Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	None	None
Annual Out of Pocket Coinsurance Maximum	\$2,000 per family	\$4,000 per family
In-Patient Hospital Expenses	Covered 100% of CC after \$250 copay for up to 365 days semi-private room or private room if medically necessary	Covered 90%* of MAB after \$250 copay for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 100% of CC after \$75* copay (waived if admitted)	Covered 100% of MAB after \$75* copay (waived if admitted)
Mental Health & Substance Use Disorder Benefits (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	Inpatient Hospital: Covered in full after \$250 copay per admission. Inpatient Physician: Covered in full Outpatient Physician: \$15* copay	Inpatient Hospital: Covered 100% of MAB after \$250 copay per admission. Inpatient Physician: Covered 60%* of MAB Outpatient Physician: Covered 60%* of MAB
Surgical Expenses	Covered 100% of CC	Covered 90%* of MAB
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 100% of CC	Covered 90%* of MAB
Anesthesia Expenses	Covered 100% of CC	Covered 90%* of MAB
Ambulance Expenses Ground/Air/Water	Covered 100% of CC	Covered 100% MAB
X-ray and Diagnostic Testing Expenses	Covered 100% of CC	Covered 90%* of MAB
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 100% of CC	Covered 90%* of MAB
Physician Charges Inpatient	Covered 100%* of CC	Covered 60%* of MAB
Outpatient Primary Care Visit	\$15* copay	Covered 60%* of MAB
Outpatient Specialist Visit	\$30* copay	Covered 60%* of MAB
Outpatient Urgent Care Visit	\$35* copay	Covered 60%* of MAB
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered 100% of CC Copay waived	Covered 60%* of MAB
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered 100% of CC Copay waived	Covered 90%* of MAB
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered 100% of CC Copay waived	Covered 90%* of MAB
Injection Expenses	Covered 100% of CC	Covered 90%* of MAB
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 100% of CC, up to \$1,000 per person, per aid every 2 years	Covered 100% of MAB, up to \$1,000 per person, per aid every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered 100% of CC	Covered 90%* of MAB
Physical, Speech & Occupational Therapy Expenses	Covered 75%* of CC	Covered 65%* of MAB
Home Health Care Expenses	Covered 100% of CC	Covered 100%* of MAB
Skilled Nursing Facility Expenses	100% eligible expenses for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	100% eligible expenses for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.

New SOA Base Medical Benefit		BCBS PPO Network		Non-BCBS PPO Network			
Hospice Care Expenses		Covered 100% of CC		Covered 100% of MAB			
Durable Medical Equipment and Medical Supplies Expenses		Covered 100% of CC		Covered 100%* of MAB			
Prosthetic Devices and Orthotics Expenses		Covered 75%* of CC		Covered 75%* of MAB			
New RXI Prescription Drug Benefit		Caremark Pharmacy Network					
		Covered in full after the below applicable copay at a participating retail or mail order pharmacy.					
		Retail & Mail Up to 34 days	Retail 90 & Mail 35 - 60 days	Retail 90 61 - 90 days	Mail 61 - 90 days		
Generic		\$5 copay	\$10 copay	\$15 copay	\$10 copay		
Preferred Brand		\$15 copay	\$30 copay	\$45 copay	\$35 copay		
Non-Preferred Brand		\$30 copay	\$60 copay	\$90 copay	\$70 copay		
Dental Benefit		Delta Dental PPO Network		Delta Dental Premier Network		Non-Delta Dental Network	
Dental Plan 2		Dental: Class I covered in full; Class II 100% in excess of deductible; Class III 90% of CC in excess of deductible. Class II & Class III \$50 per person and \$100 per family annual deductible. Annual maximum \$1,600 per person. Orthodontic: None		Dental: Class I covered in full; Class II 100% in excess of deductible; Class III 85% of CC in excess of deductible. Class II & Class III \$50 per person and \$100 per family annual deductible. Annual maximum \$1,500 per person. Orthodontic: None		Dental: Class I 100% of MAB; Class II 100% of MAB in excess of deductible; Class III 85% of MAB in excess of deductible. Class II & Class III \$50 per person and \$100 per family annual deductible. Annual maximum \$1,500 per person. Orthodontic: None	
Vision Benefit		VSP Choice Network		Non-VSP Choice Network			
Vision		One exam and one vision correction option <sup>1</sup> per person per calendar year. Exam 100% of CC. Frames up to \$125. 100% of CC for pair of basic single, bifocal or trifocal lenses. Up to \$85 per pair of progressive lenses. 100% of CC per pair polycarbonate lenses under age 19. Up to \$120 for contact lenses. 100% of CC after you pay the first \$60 for contact lenses fitting. Up to \$250 per eye per lifetime for laser vision correction. An average of 20% discount is applied to uncovered charges, excluding contact lenses and laser vision correction. <sup>1</sup> Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.		One exam and one vision correction option <sup>1</sup> per person per calendar year. Exam up to \$50. Frames up to \$75. Up to \$50 for pair of single lenses, up to \$60 for pair of bi-focal lenses, up to \$70 for pair of trifocal lenses. Up to \$70 for pair progressive lenses. Up to \$80 for contact lenses. Up to \$250 per eye per lifetime for laser vision correction. <sup>1</sup> Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.			
Other Benefit(s)		Coverage					
Benefit Bank Weeks		Receive 6 benefit bank weeks for the period of 4/1/12 through 3/31/15.**					

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the Plan maximum payable amount, subject to deductible, coinsurance and co-payments.

\* The co-payments and/or coinsurance payments for these services apply toward the out-of-pocket maximum.

\*\* Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF plan with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

This Schedule of Benefits is not a full statement of covered services under your Plan. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Customer Communications Department for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund  
2700 Trumbull Avenue  
Detroit, Michigan 48216

(313) 964-2400 or (800) 572-7687  
Alternative Outage Number (800) 209-1150  
www.mctwf.org

	2014	2015	2016
Maintenance Position (2 positions only for Pump Station Maintenance)	\$17.22	\$17.56	\$17.91
Class I Operator	\$17.48	\$17.83	\$18.19
Class I Collections	\$17.48	\$17.83	\$18.19
Class II Operator	\$19.23	\$19.61	\$20.00
Class II Collections	\$19.23	\$19.61	\$20.00
Class III Operator	\$20.95	\$21.37	\$21.80
Crew Leader	\$21.90	\$22.34	\$22.78
Electrician I	\$18.18	\$18.54	\$18.91
Electrician II (With certifications and licenses as set by Engineer)	\$19.23	\$19.61	\$20.00
Treatment Coordinator (Class II License)	\$21.03	\$21.45	\$21.88

## Section 2.

Any employee assigned the certified laboratory technician position shall receive an additional fifty cents (\$0.50) per hour incentive pay.

Any employee assigned a task requiring a CDL drivers license shall be paid an additional twenty cents (\$0.20) per hour while performing the assigned task. Thirty-five percent (35%) of the employees must maintain a commercial drivers license

Any scheduled shift starting after 4:30 P.M. will be paid an additional forty cents (\$0.40) per hour

The County will pay for continuing education required by EPA to keep license current but County will have final say on courses taken.

Crew leaders are only appointed by the Sanitary Engineer on an as needed basis, solely at the discretion of the Engineer.

## Section 3.

Longevity - all employees on the Sanitary Engineer's payroll who have the following service with the Sanitary Engineering Department or Scioto County Commissioners, with the longevity being paid on the first (1<sup>st</sup>) pay in December each year. Longevity is frozen for the duration of this contract at the rates listed below:

	<b>1-5 years</b>	<b>6-10 years</b>	<b>11-15 years</b>	<b>16-20 years</b>	<b>21+ years</b>
	<b>\$400.00</b>	<b>\$500.00</b>	<b>\$600.00</b>	<b>\$675.00</b>	<b>\$700.00</b>

Section 4.

Employees who have a degree that has been approved by the Sanitary Engineer as being work related and benefiting the County Sewer Department, and employees who complete the requirements for a degree that has been approved by the Sanitary Engineer that is work related or would benefit the Department during the term of this Agreement shall receive the following stipend on their hourly wage:

Bachelor of Arts (BA)/Bachelor of Science (BS)	\$1.00 per hour
Associates Degree	\$.50 per hour

**ARTICLE 26 - OUTSIDE EMPLOYMENT**

Section 1.

Under no circumstances shall an employee have other employment which conflicts with the policies, objectives and operations of the Board.

Section 2.

Employment "conflicts" are defined as the impairment of an employee's ability to perform the duties of his/her position with the Department. Two common employment conflicts which may arise are:

- A. Time conflict - when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the department, or when the demands of a secondary job prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Department.
- B. Interest conflict - when the employee engages in outside employment which tends to compromise his/her judgment, actions and/or job performance with the Department's reputation in the community.

Section 3.

Full-time employment with the Department shall be considered the employee's primary occupation, taking precedence over all other occupations.

Section 4.

Outside employment, or "moonlighting", shall be a concern to the Sanitary Engineer only if it adversely affects the job performance of the employee's duties with the Department or constitutes a conflict of interest.

## **Section 5.**

Should it become apparent that an employee's outside employment is adversely affecting the employee's job performance, the Sanitary Engineer may request that the employee refrain from such activity. Any conflict, policy infraction or other specific offense which is the direct result of an employee's participation in outside employment shall subject the employee to discipline in accordance with this Agreement.

## **Section 6.**

The Sanitary Engineer may request an opinion from the Scioto County Prosecuting Attorney on any specific question concerning conflict of interest. The Union will be furnished a copy of the opinion of the Prosecutor.

## **ARTICLE 27 - DRUG AND ALCOHOL TESTING**

### **Section 1.**

Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

### **Section 2.**

The Department will, effective January 1, 2008, take part in random drug testing, as part of the Scioto County Drug Free Workplace Program to reduce workers' compensation rates.

The Sanitary Engineer may order an employee of the Department to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job, or as required by any applicable state and/or federal laws.

### **Section 3.**

If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer must permit the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment as outlined under Ohio Revised Code 4511.19 (3). The Employer may suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory tests shall be made by a medical professional or institution qualified to administer such a test.

**Section 4.**

If the screening test and confirmatory test are positive, the Employer may discipline the employee up to and including discharge, unless the employee enrolls in a rehabilitation or detoxification program. An employee who notifies the Employer that he is an alcoholic or drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic retesting for drugs and alcohol upon his return to his position for a period of one (1) year.

**Section 5.**

If the employee:

- A. refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
- B. fails to complete a program of rehabilitation or detoxification; or
- C. tests positive at any time within one year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.

**Section 6.**

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

**Section 7.**

The Employer shall pay for drug alcohol screening and confirmatory tests.

**Section 8.**

The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

**Section 9.**

Employees must notify the Sanitary Engineer in writing of any prescription medication being taken which might affect their job performance.

## **ARTICLE 28 - RESIDENCY**

### **Section 1.**

All bargaining unit members hired after the effective date of this Agreement are required as a condition of continued employment with the Scioto County Sanitary Engineering Department to have their place of abode in Scioto County and to be bona fide residents of Scioto County for the life of their employment by the Scioto County Sanitary Engineer.

### **Section 2.**

Present bargaining unit members may continue to reside outside of Scioto County for as long as they maintain that residence. If the bargaining unit member moves, they must move within Scioto County. This paragraph applies only to those bargaining unit members hired after the effective date of this Agreement.

### **Section 3.**

New employees hired into the bargaining unit positions must move into Scioto County within ninety (90) days from the start of their employment or face termination of their employment for failure to comply with the residency requirement.

### **Section 4.**

Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his/her voter registration.

## **ARTICLE 29 - TRANSFERS AND JOB POSTING**

### **Section 1.**

The Scioto County Sanitary Engineering Department agrees to consider bargaining unit members first when filling vacancies. The Sanitary Engineer shall be solely responsible for determining when a vacancy exists and if it is to be filled.

### **Section 2.**

Transfers shall be defined as the movement of a bargaining unit member from one assignment in the same or similar pay classification to another assignment in the same or similar pay classification.

- A. Transfers shall be solely the responsibility of the Sanitary Engineer or his designee, except that nothing in this Article shall prohibit a member from requesting, in writing, a transfer to a new or vacant position for which he is qualified and can perform the essential functions of the position.

- B. If two or more bargaining unit members request a transfer to the same position or vacancy, the engineer or his designee shall base his decision on the following criteria:**
- 1. qualifications of the position.**
  - 2. ability to perform the essential function of the position.**
  - 3. special training or skills of the bargaining unit member.**
  - 4. if B (1) through (4) are equal, then the Sanitary Engineer or his designee shall select the most senior employee (as defined in Article 19 -Section 1-A).**

**Section 3.**

**When the Sanitary Engineer or his designee in their sole discretion determines to fill a position in the Department, he shall cause the position to be posted on the Department's bulletin boards for a period of five (5) working days.**

**Section 4.**

**The Position Posting will contain the following information:**

- A. Normal Schedule.**
- B. Rate of Pay.**
- C. A copy of the current job description attached to the posting.**
- D. The minimum qualifications acceptable including any required State or Federal licenses, and the essential functions to be performed.**
- E. Any other relevant information necessary for the position.**

**Section 5.**

**Bargaining unit members shall submit all bids for Job Posting in writing to the Sanitary Engineer or his designee. Nothing in this Article shall prevent the Sanitary Engineer or his designee from filling the position temporarily while the posting and selection are being completed. Successful bargaining unit members will be notified of their selection. The successful applicant's name will be posted on the Department's bulletin boards.**

**Section 6.**

**The Sanitary Engineer or his designee shall not be limited by this Article from filling temporary vacancies up to sixty (60) work days by assignment through either voluntary transfer or involuntary transfer when a position is open due to illness, leave of absence, death or the position being necessary for a short term duration.**

**Section 7.**

Probationary employees are not permitted to submit bids under this Article.

**ARTICLE 30 - UNIFORMS, CLOTHING AND IDENTIFICATION**

**Section 1.**

Each field employee shall receive four hundred fifty dollars (\$450.) annually to purchase work clothing and/or steel toe work boots.

Steel toe work boots must be worn at all times, except by Bookkeeper

Management selects location of purchase

**Section 2.**

All Bargaining Unit members supplied clothing are required to wear the clothing at all times while on paid time performing their job assignments. Bargaining Unit members are responsible for maintaining all identifications on the clothing.

**Section 3.**

All Bargaining Unit members will be Issued picture identification cards that they are responsible to carry at all times during all working hours. Bargaining Unit shall immediately report the loss of any Identification badges.

**ARTICLE 31 - CHILD CARE LEAVE**

**Section 1.**

The Employer agrees to a maximum of eight (8) hours paid time-off per calendar year for child care leave, to be used for school conferences, meetings with the child's instructors, psychologists, nurses, (R.N.'s) and licensed child care providers. The bargaining unit member will give the Employer at least a forty-eight (48) hour advance notice of the requested time-off

and said leave shall be approved at the Employer's discretion based on the requirements of the work force.

**Section 2.**

Child Care Leave is not accumulative from year to year. Child care leave cannot be cashed in at separation or retirement.

**Section 3.**

For purposes of this Article the parent requesting the leave shall have the child as a member of his immediate family in his household, or be awarded custody of the child by the courts.

**ARTICLE 32 - DURATION**

**Section 1.**

This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect until December 31, 2013, unless otherwise terminated as provided herein.

**Section 2.**

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than between 60 and 90 days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 3.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR THE GENERAL TRUCK DRIVERS  
AND HELPERS UNION LOCAL NO. 92:

Dale Shaffer  
Dale Shaffer, Chief Negotiator  
General Truck Drivers and Helpers  
Local Union No. 92

FOR THE SCIOTO COUNTY  
SANITARY ENGINEER:

Joe DeLong 12/2/2013  
Joe DeLong, Sanitary Engineer

[Signature] 12-2-13  
Negotiating Team Member

[Signature] 12-2-13  
Negotiating Team Member

APPROVED BY:  
THE SCIOTO COUNTY  
BOARD OF COMMISSIONERS:

[Signature]  
Mike Crabtree, Commissioner

[Signature]  
Doug Coleman, Commissioner

[Signature]  
Vernal G. Riffe, III, Commissioner

APPROVED  
BOARD OF COUNTY COMMISSIONERS  
SCIOTO COUNTY, OHIO  
Commissioners Journal  
Journal 85 Page 491  
Date 12-5-13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

FOR THE GENERAL TRUCK DRIVERS  
AND HELPERS UNION LOCAL NO. 92:

FOR THE SCIOTO COUNTY  
SANITARY ENGINEER:

\_\_\_\_\_  
Dale Shaffer, Chief Negotiator  
General Truck Drivers and Helpers  
Local Union No. 92

\_\_\_\_\_  
Joe DeLong, Sanitary Engineer

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Negotiating Team Member

APPROVED BY:  
THE SCIOTO COUNTY  
BOARD OF COMMISSIONERS:

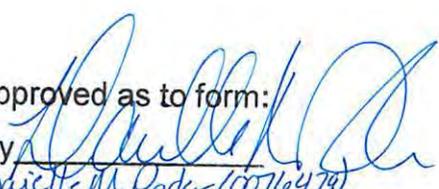
\_\_\_\_\_  
Mike Crabtree, Commissioner

\_\_\_\_\_  
Doug Coleman, Commissioner

\_\_\_\_\_  
Vernal G. Riffe, III, Commissioner

Approved as to form:

By

  
Darlene M. Parker (0076474)  
Assistant Prosecuting Attorney