

STATE EMPLOYMENT
RELATIONS BOARD

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**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

THE WAYNE COUNTY ENGINEER

AND

**THE WAYNE COUNTY HIGHWAY
WORKERS ASSOCIATION
(WCHWA)**

 **COPY**

Effective: Upon Execution
Expires: February 28, 2017

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**ARTICLE 1
PURPOSE**

This agreement is made and entered into on the date of execution by and between, Wayne County Highway Workers Association (WCHWA), hereinafter referred to as the Association; and the Wayne County Engineer, hereinafter referred to as the Employer.

It is the intent and purpose of the parties hereto that this agreement will promote, improve, and maintain harmonious relations between the Association and the Employer, and to set forth herein the complete agreement between the Employer and the Association as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Both parties agree to abide by this agreement and mutual understandings during its term, it being the purpose to settle all difficulties without disturbance of efficiency and harmony in the workplace.

**ARTICLE 2
ASSOCIATION RECOGNITION**

Section 1. The Employer recognizes the Association as the sole and exclusive representative for all employees in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be defined as follows:

Included: All employees of the Wayne County Engineer including:

Mechanic I	Highway Maintenance Worker I	Inventory Clerk I
Mechanic II	Highway Maintenance Worker II	Inventory Clerk II
Mechanic III	Highway Maintenance Worker III	Inventory Clerk III

Excluded: All management level employees, professional employees, confidential employees and supervisors as defined in the Act including: Account Clerk II to the Engineer, Assistant County Engineer, Administrative Officer, Administrative Secretary, Civil Engineer, Construction Permit Officer, Construction Inspector/Roadside Maintenance Supervisor, County Engineer, Engineering Aide 1, 2, and 3, Engineering Technician 1 and 2, Highway Maintenance Program Administrator, Highway Maintenance Supervisor, Highway Maintenance Superintendent, Master Mechanic, Right of Way Specialist, Tax Map Office Supervisor, Traffic Control Specialist.

Section 2. Should the Engineer establish new classifications during the term of this Agreement, the Association and the Employer shall meet within ten days of the establishment thereof to discuss whether such classifications are appropriately within the bargaining unit. Should the parties not agree within thirty days of the first meeting, either party may petition the State Employment Relations Board for a determination.

The Engineer shall establish wage rates for new bargaining unit classifications based upon an appropriate differential from existing positions. Should the Association disagree with such established rates, it may file a grievance at Step 3 of the Grievance Procedure.

ARTICLE 3 ASSOCIATION REPRESENTATION

Section 1. The Employer agrees to admit not more than two Association Staff Representatives to the Employer's facilities during the Employer's normal office business hours. Additional Representatives may be admitted with prior approval of the Employer.

The Staff Representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings herein, providing advance notice is given to the Employer. Upon arrival, the Staff Representative shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize in addition to the Local Association President, all other official representatives, including Chief Steward and Stewards with two Stewards and one alternate recognized for the purpose of processing grievances in accordance with the Grievance Procedure. Stewards, the local Association President or designee, and all other representatives whose attendance has been pre-approved by the Employer shall lose no earnings/wages or other compensation as a result of meeting with the Employer or his agents.

Section 3. The Association shall provide to the Employer an official roster of its representatives to include officers and Local Association Stewards, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Association office held

No employee shall be recognized by the Employer as a Association Representative until the Association has presented the Employer with written notification of that person's selection.

Section 4. The investigation of grievances, by Association representatives, shall be on non-work time except for the writing of grievances involving suspensions, termination, or firings, which can take place on work time, without loss of pay. One Association Representative shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with Management are

scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

Section 5. The Association agrees that no official of the Association, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Association further agrees not to conduct Association business during working hours except to the extent authorized herein.

Section 6. The Association shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding membership meetings or committee meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the Association. The Association shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. The Association's failure to comply with the provisions of this section may be cause for the Employer to revoke permission to use Employer facilities.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Office of the Wayne County Engineer, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause.
2. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of Management;
3. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
4. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
5. To determine the size and composition of the work force and organizational structure of the County Engineer function, including the right to relieve employees from duty due to lack of work or other legitimate reasons;

6. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To maintain the security of records and other pertinent information;
9. To determine the overall budget;
10. To maintain and improve the efficiency and effectiveness of the Employer's operation;
11. To determine and implement necessary actions in emergency situations.

Section 2. The Association recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 NON-DISCRIMINATION

Section 1. Neither the Employer nor the Association shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, color, creed, national origin, political affiliation, military status, marital status, or disability which disability does not interfere with the ability to perform the essential functions of the employee's job. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employees 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.

Section 4. Neither the Employer nor the Association shall discriminate against, interfere with, restrain, coerce, or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Association or because of any lawful activity on behalf of the Association.

ARTICLE 6 NO STRIKE/NO LOCKOUT

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

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 bargaining unit, unless those members shall have violated Section 1 of this Article.

Section 3. This Article shall be interpreted to mean that the Association and Management will consider any violation of this Article is a breach of contract between the parties. This Article shall not be construed to prevent the Employer or the Association from pursuing other legal recourse as a means of eliminating an alleged violation of this Article, nor shall any Article of this Agreement be construed as a limitation on Management's rights to discipline employees involved in a strike activity.

Section 4. The Association 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 term of this Agreement.

Section 5. In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Association shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

ARTICLE 7 ASSOCIATION SECURITY/ CHECKOFF/ DUES DEDUCTION/ FAIR SHARE FEE

Section 1. The Employer agrees to payroll deductions of Association dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular payroll deductions of dues, fees, or assessments once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Association (see Appendix A) must be presented to the Employer by the Association. Upon receipt of

authorization, the Employer will deduct Association dues, fees, or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received from the Employer.

Section 3. The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Association dues. The Association 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 Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Section 4. The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon the employee's:

1. Termination of employment
2. Transfer to a job other than the one covered by the bargaining unit;
3. Layoff from work;
4. An unpaid leave of absence;
5. Revocation of dues deduction authorization in accordance with the checkoff agreement.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Association dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Association to the Employer. The Employer is not required to make any partial dues deductions.

Section 6. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Association. If it is found an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Association. One-month advance notice must be given the payroll clerk prior to making any changes in dues deductions, fees or assessments.

Section 8. Employees who are members of the Association may cancel dues deduction by directing a certified letter to the Association and Employer in accordance with the checkoff agreement.

Section 9. The County Auditor shall automatically make the deductions and direct deposit them into the WCHWA bank account – Wayne Savings Community Bank.

Section 10. The Local Association President and/or designee will be granted one (1) hour of work time to be spent with each new bargaining unit employee within his/her first week of work. The purpose of the meeting is limited to introducing the employee to the function and purpose of the Association.

Section 11. Fair Share Fee

A. All bargaining employees who do not become members in good standing of the Association are required to pay a fair share fee to the Association as a condition of continued employment. This condition is effective sixty-one (61) days from the employee's date of hire or the date this agreement is signed by the parties, whichever is later.

B. The fair share fee amount shall be certified to the Employer by WCHWA and shall be equal to the dues regularly required of Association Members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction in accordance with State law.

C. Payment to the Association of the fair share fee shall be made in accordance with the regular dues deduction as provided herein and employees who are not members of the Association are required as a condition of employment to pay their fair share fee. The payment will be accompanied by an alphabetical list of names, social security number and current address of employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Association dues deducted.

D. Employees with twenty five years of service, with the Wayne County Engineer as of March 1, 2008, shall not be required to pay a fair share fee, as stated above. But, if said employees become members of the Association, and then decide afterwards to withdraw their membership, at that time the fair share provision contained herein, shall apply.

**ARTICLE 8
RULES AND REGULATIONS**

Section 1. The Association recognizes the Employer, in order to carry out its statutory mandates and goals has the right to promulgate reasonable work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 2. Copies of written work rules, policies and directives or amendments herein, promulgated following the effective date of this Agreement, will be furnished to the Association no less than two working days prior to the effective date of such rules and amendments, and will be posted or otherwise made available to employees upon request.

Section 3. The Employer recognizes that no work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement.

ARTICLE 9 DISCIPLINARY PROCEDURE

Section 1. No form of disciplinary action will be taken against any employee except for just cause.

Section 2.

A. Discipline shall be applied in a corrective and uniform manner, with the level of penalty for any offense determined by the Employer in consideration of the nature and severity of the violation, the employee's record of discipline, and the employee's record of conduct and performance.

Section 3.

A. Whenever the Employer determines that an employee may be suspended, discharged, or reduced in pay for disciplinary reasons, the Employer shall submit a written notice as to the charges to the employee and the Association. The employee shall be entitled to Association representation. If the employee waives such representation in writing, the employee shall not be allowed representation by any other individual and/or organization.

B. Copies of all disciplinary actions taken against bargaining unit employees shall be provided to the Association.

C. If a holiday observed by the Employer occurs during a period of disciplinary suspension, the holiday will be considered as one of the suspension days provided for in the "Notice" of suspension, and the employee shall not be paid for that holiday.

D. Bargaining unit employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if absence is due to being on a disciplinary suspension.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Written Warnings	-	12 months
Suspension of less than 3 days	-	18 months
Suspension of 3 days or more	-	24 months

Records of disciplinary action for positive drug and/or alcohol tests shall have force and effect throughout the entire employment relationship.

An employee shall be given a copy of any notice of disciplinary action which becomes part of his record.

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and businesslike manner.

Section 6. Whenever the Employer believes that an employee may be subject to a disciplinary suspension or discharge, the Employer will notify the employee that he is entitled to a pre-disciplinary conference.

A. The conference will give the employee an opportunity to respond to the allegations, and offer an explanation. Such notification shall be made not less than seventy-two [72] hours prior to the scheduled starting time of the conference with the employee notified by certified mail, return receipt requested. The notice, signed by the Engineer [or designee in the absence of the Engineer] will contain at least the following information:

- a. Date that the conference notice is issued to the employee
- b. Employee's name and class title
- c. Description of the charges upon which may be the basis for discipline
- d. Employee's right to have a Association or employee representative present at the conference
- e. Date and time of the pre-disciplinary conference.

B. Pending the conference, the Engineer or designee may, at its option, place an employee on administrative leave, with pay.

C. Conferences will be held on the date and time scheduled, however, upon request of the Association, a conference may be postponed for up to, but no more than 72 hours.

D. The employee may waive the conference in writing, or failure to attend the conference at the scheduled time or place will be deemed the employee's waiver of the right to the conference.

E. During the conference, the employee will be asked to respond to the allegations of misconduct. Failure to respond or respond truthfully may be cause for additional disciplinary action. The Association representative shall be allowed to speak on behalf of the employee.

F. At the conference, the employee and the Employer may present testimony, witnesses, or documents that explain whether or not the alleged conduct or misconduct occurred. The employee shall provide to the Employer a list of witnesses as far in advance as possible, but not later than two [2] hours prior to the conference. It is the responsibility of the party calling the witnesses to notify the witnesses that their attendance is required. A witness may be called to provide testimony only when such a witness has relevant knowledge of the incident or circumstances leading to the possible disciplinary action. Witnesses who are to provide substantially the same testimony shall select one person to serve as spokesperson, and only that person shall provide testimony on behalf of themselves and others.

G. Predisciplinary conferences will be conducted by the Engineer of his designee.

H. Following the conference, the Engineer or designee will complete a predisciplinary conference report, with a copy submitted to the employee and representative within five days of the date and time of the conference. Concurrent with, or following the submission of the report, the Engineer will decide what discipline, if any, is appropriate.

I. The employee subject to discipline, and the local Association President or other employee acting as his representative shall not receive compensation if the hearing is held during non-working hours. If the hearing is held during working hours, the employee will be compensated at his regular rate of pay.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to address a particular situation.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee 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 the changes in the Articles of this Agreement.

Section 3. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting more than one member, one

member selected by such group will process the grievance. Each employee affected by the grievance and seeking remedy shall sign the grievance form.

Section 4. Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, or under the Ohio Fair Employment Practices Law, section 4112.01 to 4112.11 and 4112.99 ORC, he shall not seek redress through the grievance procedure outline in this Article.

Section 5. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step.

Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure; however, Management shall not establish the practice of not answering grievances.

Section 6. The written grievance shall be submitted on the grievance form attached as Appendix C, and shall contain the following information;

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of employee's immediate Supervisor;
4. Date and time incident giving rise to grievance;
5. Date and time grievance was first discussed;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific Articles and Sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance;
9. A remedy requested to resolve the grievance.

Section 7. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Association; working days, as used in this Article, shall not include Saturdays, Sundays or Holidays.

Section 8. Each grievance shall be processed in the following manner:

INFORMAL STEP

An employee having a grievance will first bring that complaint verbally, within three working days of the incident giving rise to the grievance to the attention of the employee's Supervisor. The Supervisor shall discuss the grievance with the employee and within twenty-four hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within four working days reduce the grievance to writing on the agreed form and submit it at Step 1.

STEP 1- SUPERVISOR

The Supervisor, within two working days of receipt of a written grievance, shall schedule a formal meeting between himself, the Association and the employee filing the grievance. Prior to this meeting, the Supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his written response to the grievance within three working days of the meeting. If the employee is not satisfied with the written response from the supervisor, the employee may, within four working days, pursue the grievance to Step 2 of this procedure.

STEP 2- SUPERINTENDENT

The Superintendent, within three working days of receipt of a written grievance, shall schedule a formal meeting between himself, the Association and the employee filing the grievance. Prior to this meeting, the Superintendent shall make a complete and thorough investigation of all the allegations contained in the grievance. Within three working days after the meeting, the Superintendent shall provide the employee with his written response to the grievance. If the employee is not satisfied with the written response received from the Superintendent, the employee may, within four working days, pursue the grievance to Step 3 of the procedure.

STEP 3- ENGINEER

The Engineer or his designated representative, within five working days of receipt of a written grievance shall schedule a formal meeting with the employee filing the grievance and the Association. Prior to this meeting, the Engineer or his representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five days after the meeting, the Engineer or his representatives shall provide the employee and the Association with his written response to the grievance.

STEP 4- ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Association may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within ten days of the date of receipt of the answer at Step 3 and by submitting a request to the Federal Mediation and Conciliation Services (FMCS) for a list of seven arbitrators, with a copy of such request delivered to the Employer within sixty days of the date of the answer at Step 3. In the event the grievance is not referred to arbitration

within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of the list of seven arbitrators, the parties shall meet or confer by telephone to select an Arbitrator within ten working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven arbitrators submitted to the parties by the FMCS. The party requesting arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulation of the FMCS.

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

The Arbitrator shall not have the authority to add, subtract from, modify, change, or alter any provision of this Agreement; nor add to, 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 arbitration shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues 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 the rights arising under any previous Agreement grievances or practices. The Arbitrator shall not establish any new or different wage rents not negotiated as part of this Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1, of the grievance procedure.

The decision of the Arbitrator shall be final and binding upon the Association, the employee and the Employer. The costs of the Arbitrator shall be shared equally by the parties.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party

asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Any employee may have one Association representative accompany him in Step 1 and Step 2 of the procedure, and up to two employee Association representatives at Step 3 and one non-employee Association official. The employee may have two employee Association officials accompany him in Step 4, in addition to any non-employee Association officials. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Where an employee does not elect to be represented by the Association at any step of the grievance procedure excluding Step 4, the Association shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of the Agreement.

ARTICLE 11 SENIORITY

Section 1. Seniority shall be computed on the basis of full-time continuous service in the bargaining unit. Once service is broken, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures of this Agreement.

Section 3. A bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such bargaining unit seniority as is provided in this Agreement, but he/she shall not accumulate additional seniority under this agreement after the date of said promotion or transfer. However, the employee will continue to earn seniority in the non-bargaining unit position in accordance with civil service requirements and the Engineer's Office's policies.

If the Employer should return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list with seniority to be determined according to this Article. Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall, if moved into a bargaining unit position, be placed at the bottom of any seniority list for his/her bargaining unit classification.

Section 4. The Employer shall post a seniority list within thirty days after the signing of this Agreement and once every twelve months thereafter on bulletin boards showing date of service, classification, and rate of pay. One copy of the seniority list shall be forwarded to the Local Association President or his designee. Once the seniority list has been posted, employees shall have thirty days, excluding vacation time and sick leave, in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Corrections shall be made when it is proven that any employee is placed in the wrong position on said list. Any information which is not altered as a result of an employee challenge shall be considered final.

Section 5. Seniority shall be lost for the following reasons:

1. Quits;
2. Discharge for cause;
3. Absence from work for three consecutive work days without notifying the Employer and showing good cause during the three-day period;
4. Being placed on layoff for a period in excess of time equal to seniority at the time of layoff, or eighteen months, whichever is less.

ARTICLE 12 PROBATIONARY PERIOD- NEW HIRES

Section 1. The probationary period for all new hires shall be one hundred twenty days. New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from the date of hire. Newly hired probationary employees who are terminated shall not have recourse through the grievance procedure.

ARTICLE 13 VACANCIES AND PROMOTIONS

Section 1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employees' bulletin board for five days. During the posting period anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period. The "posting" shall contain the following information:

1. Classification and position;
2. Rate of pay;
3. A brief description of job duties;
4. Effective date and expiration date of the posting;
5. Qualifications for the position.

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

Section 3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Jobs will not be worked by transfer of more than thirty days without having employees assigned those jobs by bid. The job award will be made as soon as the successful bidder is determined.

Section 4. The Employer will give careful consideration to applicants received in relation to the following:

1. Seniority;
As defined under Article 14, Layoff and Recall.
2. Qualifications for the positions;
As defined on the Position Description
3. Individual skill, efficient service, physical fitness and disciplinary records.

Skills, as determined through a fair and objective skill test that will include appropriate testing equipment and/or program (that will take into account the current needs of Highway Department), equitable time allotted for practice, and an independent judge (scorer).

Efficient service defined as consistent attendance, participation and overall attitude on the job.

Physical fitness as demonstrated by the ability to perform essential job duties as described on the position description, either with or without a reasonable accommodation.

Disciplinary records as defined as, no current disciplinary actions on the record.

Employees in lower rated positions shall be given the first preference for selection. Where qualifications 2 and 3 are relatively equal, (within three (3) points of each other on the skills test), seniority shall govern. Where no employees are qualified, the Employer may fill the position by any means, from inside or outside the Engineer's Office. Any employee selected to fill a vacancy shall be on probation for a period of ninety days (actual time on the job), and if within the time is found to not perform job responsibilities to expected standards, he shall be returned to his former job without loss of seniority.

An employee has the right to return to his former job within ten calendar days, only when it involves a job change to a job which he had not previously held on a bid or bump basis for the last one year from the time of the award. If he is bumped back to his former job within ten-day period, he will retain his ten-day rejection privilege under the terms of this Section. An employee who is selected and is not disqualified for a position shall not be eligible to bid on another position for ninety days from the date he assumes the new position. In the event an employee is disqualified or elects to return to his former job within the aforementioned ten-day period as provided herein, the remaining applicants for the original job posting shall be considered under the same criteria until the list of bidding applicants is exhausted.

Section 5. Once the selection has been made, the Employer will notify all applicants and the Association of the selection.

Section 6. The successful bidder will be placed in their new position within sixty (60) days from being awarded such position.

ARTICLE 14 LAYOFF AND RECALL

Section 1. In any case of anticipated layoff of bargaining unit employees by the Employer, the Employer shall notify the Association of the impending layoff as far in advance as possible prior to service of the notice of employees. The Employer and the Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees and to furnish the Association supporting documentation and adequate information and verification supporting the layoffs.

Section 2. The Employer may lay off employees for reasons of lack of work, lack of funds, or reorganization. Affected employees shall receive written notice of layoff reasons thereto at least fourteen calendar days prior to the effective date of the layoff. The notice shall advise the employee of bumping rights. The President of the Association or his designee shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 3. The Employer shall determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) designated for layoff:

1. Temporary employees (summer help)
2. Part-Time employees
3. Full-Time employees

Within each of the appointment categories above, employees shall be laid off in the inverse order of seniority as defined in Article 11 of this Agreement.

Section 4. Any employee receiving notice of layoff shall have five working days following receipt in which to use his seniority to exercise his right to bump any employee with less seniority in the same classification and then to a lower rated position within the same classification series, provided the more senior employee possess the skill, ability and qualifications to perform the work as determined by the Employer. An employee who bumps into a lower rated position will be compensated at a lower rate of pay and benefits.

Any employee who is bumped from his position shall have five working days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications as determined by the Employer to bump another employee with the same classification series, shall be laid off and placed on the appropriate recall list. The form for "Notice of Bumping" is attached as Appendix D.

Section 5. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to Employer seniority, beginning with the most senior employee up to the number of employees to be recalled to an classification where the employee has the skill, ability and qualifications to perform work as determined by the Employer, and employees shall be on recall for a period of the lesser of their seniority at the time of layoff, or eighteen months. The President of the Association or his designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer.

In the event an employee refuses to recall to a classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

Section 6. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. The recalled employee shall have up to ten calendar days following mailing of the recall notice to notify the Employer of his intention to return to work, and shall have fifteen calendar days following mailing of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice beyond the fifteen calendar days.

In the event of extenuation circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be bypassed for recall, but shall remain on the recall list.

Section 8. In the even there is a tie in seniority dates, then seniority shall be determined by the time stamped on the employee's application with the Employer. If no time stamp exists, then seniority order shall be determined by the flip of a coin, or if more than two employees are involved, by the draw of a number.

Section 9. When an employee is determined through application of the grievance procedure, to have been laid off improperly or not recalled properly, he shall be entitled to reinstatement to the same or equivalent position with back wages and benefits, less any wages and unemployment benefits earned, if any, retroactive to the date a signed grievance was filed with the Employer.

Section 10. Classification Series:

1. Mechanic I
Mechanic II
Mechanic III
2. Highway Maintenance Worker I
Highway Maintenance Worker II
Highway Maintenance Worker III
3. Inventory Clerk I
Inventory Clerk II
Inventory Clerk III

Section 11. The Employer shall not promote or hire into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

ARTICLE 15 HOURS OF WORK/ OVERTIME

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work scheduled of employees; or establishing part-time positions. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime, except as stated under Section 6 herein. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard workweek for full-time employees covered by the terms of this Agreement shall be forty hours, with seven consecutive days for computation of pay and overtime purposes, exclusive of a one-half hour lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12 o'clock midnight the following Saturday.

Section 3. Each employee of the bargaining unit shall be granted a one-half hour unpaid meal period during each regular work shift as scheduled by their immediate Supervisor. This one-half hour meal period will be scheduled appropriately at the middle of the shift.

There shall also be a paid wash up period at the end of the shift as presently practiced.

Section 4. Each employee shall be granted a ten minute rest period with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift and in the second one-half of the shift. Employees who extend their rest period may be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

Section 5. When an employee is required and approved by the Employer to work more than forty hours in a work week as defined in Section 2, above, he shall be paid overtime pay for all time worked in excess of forty hours in a week.

Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay. Vacation time, holiday time and funeral leave shall be considered time worked for purposes of overtime computation. Sick leave used shall not be considered time worked for the purpose of overtime computation.

Employees may elect to use compensatory time in lieu of pay for overtime by electing such prior to the end of the pay period in which the overtime was earned. Compensatory time shall accrue at the rate of one and one-half hours per hour worked. Employees may elect to accrue and use no more than fifty hours of compensatory time in a one year period.

Employees wishing to use compensatory time must provide two working days notice and receive approval from the Employer. Such approval may be denied only based upon workload requirements. In special circumstances, the two working days notice may be waived by the Employer.

Section 6. During daylight savings time, the Employer may impose a schedule of four ten-hour days as the normal work week instead of the established and practiced schedule in order to provide services to the public within the jurisdiction of the Engineer. In the event of a holiday, as defined herein, falls on a regularly scheduled ten-hour work day, an employee will be compensated at a rate of ten hours pay per day when no work is performed on that day.

Section 7. Opportunity to work overtime shall be distributed and rotated as equally as practicable among employees in the same job classification starting with the employee with the least number of overtime hours previously offered or worked, provided the employee is qualified to perform the specific overtime required.

The Employer shall post an overtime roster on appropriate bulletin boards once each month indicating the total hours offered and/or worked by each employee.

If any employee established that he has not received his fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he is qualified. It is agreed where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

Part-time, casual, or seasonal employees will not be assigned overtime until all full-time employees have been asked to work such overtime.

Section 8. Time clocks shall be installed and maintained by the Engineer. All employees shall be required to "punch in" at the start of the work day and the ending of the work day.

Section 9. Overtime pay and docking for tardiness shall be calculated for each one-quarter hour.

ARTICLE 16 JOB DESCRIPTION

Section 1. The Employer shall maintain accurate position descriptions of each classification in the bargaining unit. Employees and the Association shall have

access to such descriptions at reasonable times mutually agreed to by the Employer and Association for purpose of review. If a copy is requested, one copy shall be provided at no charge.

Section 2. Should any employee or the Association believe that the position description for his classification does not accurately reflect the duties of the classification, the employee or Association may request a review by the Employer. Such review shall be limited to once per year per employee, and each time duties are changed.

Section 3. All affected employees and the Association shall receive a copy of any position description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 2, herein.

ARTICLE 17 PAY PERIOD/ PAY DAYS

Section 1. The pay period shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight Saturday, two weeks following.

Pay days for bargaining unit employees shall be every other Friday. When a holiday observed under this Agreement falls on a Friday, pay checks shall be issues on the preceding Thursday, or other day established by the County Auditor.

Section 2. The pay stub shall reflect all paid hours for the pay period including overtime, deductions and the net amount paid. In addition, the Engineer's Office shall provide to each employee, biweekly, a statement that documents comptime, sick leave, and vacation leave used and accumulated and the balance thereof. Leave records shall be available for the employee to review, at reasonable times during the normal business hours, and upon advance request.

ARTICLE 18 REPORT AND CALL-IN PAY

Section 1. An employee who reports for work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Engineer, shall be guaranteed two (2) hours pay. An employee who begins work and is furloughed for the remainder of the work day, shall be paid for all hours worked or four hours, whichever is greater. The provisions of this Section shall not be arbitrarily and/or unreasonably applied by the Employer.

Section 2. Whenever an employee is called to work outside his/her regular work day hours which do not abut his/her regular shift hours, he/she shall be paid portal-to-portal pay, with a guaranteed minimum two (2) hours' pay, at the appropriate rate.

ARTICLE 19 STAND-BY PAY

Section 1. Stand-by pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during his normal off duty hours. The stand-by period shall be from the conclusion of normal work hours on Friday to the conclusion of normal work hours the following Friday.

Section 2. A request for volunteers for stand-by duty for the next calendar year shall be posted no later than December 5th the previous year. The posting shall be removed on December 15th. Should there be less than four volunteers, additional employees shall be added to the list in reverse seniority order from the employees in the classifications affected until four employees are on the stand-by list.

Section 3. Once scheduled, employees may voluntarily swap schedules with other scheduled employees by notifying the Employer. The Employer may adjust the posted schedule, in accordance with Section 2 above, for conflicts in vacation schedules or for absence due to illness or for quits or discharges.

Section 4. Employees shall be compensated at the rate of twelve (\$12.00) dollars per day for workdays which they are scheduled to be on stand-by and fifteen (\$15.00) dollars for Saturdays, Sundays, Holidays, or other unscheduled days.

Employees on stand-by shall be provided the use of county vehicle and a cell phone.

Should an employee be called to work during his stand-by period, he shall receive the appropriate rate of pay in addition to stand-by pay, and such hours shall not be counted for overtime rotation purposes.

ARTICLE 20 LABOR-MANAGEMENT CONFERENCE

Section 1. In the interest of effective communications, both parties agree to meet one time per year, on or about May 1st of each year of the contract. In addition, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten days of the date requested. Such conferences shall

not be scheduled more frequently than once each three months unless it is mutually agreed to meet more frequently.

Section 2. The purpose of such meeting shall be limited to:

1. Discuss the administration of this Agreement
2. Notify the Association of changes made by the Employer which affect bargaining unit employees;
3. 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;
4. Disseminate general information of interest to the parties;
5. Give the Association representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
6. Discuss ways to increase productivity and improve efficiency;
7. Consider and discuss health and safety matters relating to the employees.

Section 3. There shall be no more than three employee representatives in attendance at the Labor-Management Conference and no more than one non-employee representative. There shall be no more than four management representatives at the Conference.

ARTICLE 21 HEALTH AND SAFETY

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make a reasonable effort to provide safe working conditions. e.g., equipment safety devised, work areas and tools normally provided by the Employer, and working methods for his employees. The employee(s) accepts the responsibility to operate and work with his and the Employer's tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all reasonable safety rules and safe working methods of the Employer. All working conditions believed to be unsafe working conditions are reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found and to see that the safety rules and safe working methods are followed by all employees, including management.

Section 2. The Engineer shall make a reasonable effort to comply with the Federal, State or local Safety and Health Laws and Rules and Regulations.

Section 3. Protective devices and other safety equipment determined by the Engineer to be necessary to protect employees from accident and health hazards shall be provided by the Engineer at no cost to the employees, and such equipment shall be used by employees as determined by the Employer.

Section 4. Adequate First Aid Kits shall be supplied by the Employer and made available to all employees during work hours.

Section 5. Complaints involving unsafe equipment or conditions should be reported by the employee to his/her immediate Supervisor. If Management finds the equipment to be unsafe and the condition is not corrected within a reasonable time, the employee may process a complaint through the grievance procedure.

Section 6. In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his/her immediate Supervisor who shall make the determination as to the safe condition of the equipment. If the equipment is unsafe for operation, he shall place a red tag on the equipment. Employees shall not be required to operate equipment which has been red tagged.

Section 7. The Employer shall provide adequate training classes and/or instruction in the use of provided or required safety and/or protective devices.

ARTICLE 22 BARGAINING UNIT WORK

Section 1. No non-bargaining unit employee or prisoners or welfare/workfare recipients shall be assigned by the Employer to work which displaces a member of the bargaining unit, or eliminates the opportunity to work overtime.

ARTICLE 23 JURY DUTY/ COURT LEAVE

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the Jury Duty Summons when requesting such leave.

All leaves granted by the Employer under the provisions of the Article will commence on the date of appearance noted on the Summons. All employees granted such leave will notify the Employer immediately upon completion of Jury Duty obligation.

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

Section 2. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided sufficient time remains for such employee to properly report for duty and at least two hours of work remain.

Section 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed, a parent or guardian of juveniles.

ARTICLE 24 SICK LEAVE

Section 1. **Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred twenty hours per year. Unused sick leave shall accumulate without limit.

Section 2. **Retention of Sick Leave.** An employee who transfers from another public agency to the Wayne County Engineer, or who has prior service with a Public agency of Ohio, shall retain credit for any sick leave earned so long as he is employed with the Wayne County Engineer, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with the Wayne County Engineer, provided that such re-employment takes place within ten years of the date on which the employee was last terminated from public service.

Section 3. **Expiration of Sick Leave.** Use of sick leave in excess of three consecutive days may result in the Engineer designating the time off as medical leave according to the Engineer's Family and Medical Leave Policy. The employee is required to use all accrued sick leave as part of any medical leave before the Engineer will grant the employee leave without pay, except as provided for by policy.

Section 4. **Charging of Sick Leave.** Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. **Uses of Sick Leave.**

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee;
 2. Death of a member of his immediate family;
 3. Medical, dental, or optical examinations or treatment of employee which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is infected with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
 5. Pregnancy and/or childbirth and other conditions related thereto;
 6. Illness, injury, medical or dental appointment of a member of the immediate family residing in the same household as the employee and where the employee's presence is reasonably necessary.
- B. Three days sick leave may be granted to the employee who provides proof of attendance at the funeral of: Brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law, grandfather, grandmother, aunt or uncle. Funeral leave days must be consecutive workdays and include the day of the funeral. Where the day of the funeral is on a day the employee would otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer. Two additional days may be granted for funerals more than 200 miles from Wooster.

Section 6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness or justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 7. Notifications by Employee. When an employee is unable to work, he/she shall notify the Supervisor or designated person, prior to time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the Supervisor.

Section 8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

Section 9. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician statement shall be required for absence of three or more consecutive work days due to illness and following an extended medical leave of absence for a serious medical condition. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory the Employer to approve the use of such leave.

Section 10. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Department. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

Section 11. Those employees covered under this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten years of continuous service with the County, a cash payment in the amount of one hour's pay for each four hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay calculated at 25% of 960 hours of sick leave.

Employees who die while in active service, and who were eligible to retire at the time of death, shall have sick leave calculated under this section paid to the spouse, or if none, to the estate.

ARTICLE 25 LEAVE OF ABSENCE

Section 1. Employees shall be granted family and medical leave in accordance with the Employer's Family and Medical Leave Policy.

Section 2. Maternity. All maternity and paternity leaves will be granted in accordance with the Employer's Family and Medical Leave policy.

Section 3. Leave of Absence. The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for

a maximum duration of six months for any personal reasons of the employee, and may not be renewed or extended beyond six months. Leave may be granted for a maximum of two years for the purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 4. **Failure to Return from Leave of Absence.** An employee who fails to return to duty at the completion of a leave of absence, without reporting and gaining approval for an extension of leave from the County Engineer, may be terminated from employment.

ARTICLE 26 MILITARY LEAVE

Section 1. All employees of the Employer who are members of the Ohio National Guard, the Ohio defense Corp., the Naval Militia, or a member of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training, on emergency call-out, or active duty for periods not to exceed a total of thirty-one calendar days in any one calendar year in accordance with R.C. 5923.05.

Section 2. The employee is required to submit to the Engineer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision will be made in accordance with R.C. 5923.05.

Section 3. Employees who have worked for the Employer long enough to complete their probationary period, will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 4. An appointment may be made to fill a vacancy created when an employee enters military service. However, if this person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety days of discharge, or makes written waiver of all rights to the position.

Section 5. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6. Employees who are member of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 7. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within thirty days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than six months. The following procedures apply:

- A. Reinstatement must be accomplished within ninety days after application is received by the Employer.
- B. A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement of appointment.
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his/her physical condition.
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. Sick leave- that amount which had been accumulated at the time of entering service;
 - 2. Vacation leave- time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
 - 3. Automatic salary adjustments;
 - 4. Any changes in classification or pay range which would have accrued to the position of the employee had been on the job.

ARTICLE 27 ASSOCIATION LEAVE/CONVENTIONS/CONFERENCES

Section 1. Duly elected or appointed delegates to conventions or conferences or seminars of the Association who are in the bargaining unit, shall be granted

time off without pay for the purpose of participating in such conventions and activities. In lieu of credited time off without pay, said employees may elect to take approved vacation leave for such meetings. The employee must request such time off ten working days per calendar year for the unit.

ARTICLE 28 INDEMNIFICATION

Section 1. The County shall defend and indemnify employees of the bargaining unit in accordance with Ohio Revised Code 2744.

ARTICLE 29 TRAINING

Section 1. When new equipment is placed into service by the Engineer, and the operation of such equipment is within the scope of the bargaining unit work, existing employees shall be given the opportunity and necessary instruction to attempt to qualify to operate such equipment prior to hiring employees from outside the bargaining unit.

ARTICLE 30 BULLETIN BOARDS

Section 1. The Employer agrees to provide space for a bulletin board in agreed upon areas of the garage facility and yard building for use by the Association.

Section 2. All Association notices which appear on the bulletin boards shall be signed, posted, and removed by the local Association President or his designee. Association notices relating to the following matters may be posted without necessity of receiving Employer's prior approval:

1. Association recreational and social affairs;
2. Notice of Association meetings;
3. Association appointments;
4. Notice of Association elections;
5. Material which is contrary to any of the provisions of this contract, or the Employer's EEO, harassment or other policies or work rules;
6. Results of Association elections;
7. Reports of non-political standing committees and independent non-political arms of the Association;

8. Non-political publications, rulings, or policies of the Association.

All other notices of any kind not covered 1 through 7 above must receive prior approval of the Employer or his designated representative. It is understood that no material may be posted on the Association bulletin board at any time that contains the following:

1. Personal attacks upon any other member or any other employee;
2. Scandalous, scurrilous or derogatory attacks upon the administration;
3. Attacks on any employee organization, regardless of whether the organization has local membership;
4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization;
5. Material which is contrary to any of the provisions of this contract, or the Employer's EEO, harassment, or other policies or work rules.

Section 3. No Association related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board areas designated for use by the Association.

ARTICLE 31 PROTECTIVE CLOTHING AND DEVICES

Section 1. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such as protective clothing or protective device shall be provided by the Employer. The Employer shall also make available rain gear and boots for working in inclement weather.

Section 2. All items provided above, remain property of the Employer and are only to be used in accordance with the departmental work rules. All items shall be returned to the area designated by the Employer upon completion of the duties that require such protective clothing and/or devices.

ARTICLE 32 BENEFITS

Section 1. The health and dental benefits levels in effect on the date of execution of this Agreement will be continued in full force and effect for the duration of this Agreement. The method of provision of these benefits shall be determined by the Employer.

Section 2. The Employer and the employees shall continue to share the cost of these benefits at the same percentage in effect for the duration of this Agreement.

Section 3.

A. In the event an employee's active employment should cease with the Employer, an employee may, at his option, elect to continue his hospitalization coverage, beyond the coverage provided under family and medical leave, as applicable, for a period of time as determined by county policy and provisions of applicable law.

Any employee who elects and is eligible for continuing county hospitalization coverage shall pay the total premium for themselves and any other dependents.

B. The employee shall submit to the Engineer a written statement indicating his desire to continue such hospitalization coverage no later than ten calendar days after the date of separation.

C. Payment of premiums by eligible employees must be received by the County Auditor no later than the 15th of the month prior to the month in which coverage is to be continued. Should the Auditor fail to receive such payment prior to the 15th, the employee will be deemed to have chosen to discontinue such hospitalization coverage.

Section 4. At any time during the term of this Agreement, should the Employer negotiate a change in coverage for County employees with a carrier, and the current coverage becomes unavailable or impractical to maintain due to the group size or cost, the Employer may initiate re-negotiation on the issue of health coverage by directing a letter to the Association indicating its desire to reopen. The parties shall commence negotiations within two weeks of such notice.

**ARTICLE 33
VACATION LEAVE**

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

LENGTH OF SERVICE

Less than 1 year

1 year but less than 8 years

VACATION

None

80 hours

8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

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

<u>ANNUAL VACATION ENTITLED TO:</u>	<u>CREDITED PER PAY PERIOD:</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 2. No employee will be entitled to vacation leave nor payment for accumulated vacation until he/she has completed one year of employment with the Employer. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 3. During the period of January 1 through January 31, bargaining unit employees shall submit to the Employer vacation leave requests for the current calendar year. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees vacations or cancel vacations.

Section 4. After January 31, vacation requests and adjustments shall be granted on a first come, first serve basis. Adjustments to the schedule will be made based in accordance with the workload requirements as determined by the Employer. For this reason the Employer may require vacation leave requests of five consecutive working days or more be made thirty days prior to the vacation period.

Section 5. Vacation may be taken in minimum increments of four hours. Vacation leave of four hour increments are subject to prior approval of the Employer and must be given at least twenty-four hours prior to the date requested.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate. Once approved, vacation may be taken as scheduled.

Section 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 7. Vacation leave shall be taken by the employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of two years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlines in a written request submitted by the employee.

Section 8. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two years. Such excess leave shall be eliminated from the employee's leave balance.

Section 9. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation.

Section 11. In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and to the estate if no spouse survives.

ARTICLE 34 HOLIDAYS

Section 1. All employees covered under this Agreement shall be entitled to the following paid holidays:

New Years' Day	1 st of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November

Thanksgiving Day 4th Thursday in November

Christmas Day 25th of December

Section 2. In the event that the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Full-time employees shall be paid for eight hours at their straight time hourly rate for each of the holidays listed in section 1 above, when no work is performed on such holiday.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half times the straight time rate, in addition to holiday pay.

Section 5. For employees covered by this Agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave, sick leave, with doctor's verification, and/or vacation.

Section 6. Employees will be allowed one personal day to be used the Friday after Thanksgiving. In the event that an employee is called into work on the Friday after Thanksgiving, he may take the amount of time worked that day as personal time off with pre-approval, any other day he is scheduled to work before February the next calendar year in which it is earned. Employees are not entitled to time and a half for hours worked the day after Thanksgiving unless the hours are overtime hours as described in Article 15 of this Agreement.

ARTICLE 35 MEAL ALLOWANCE

Section 1. If an employee's shift is extended for four or more hours for snow removal or other overtime work, each full four hour period shall include a paid thirty minute meal or rest period.

ARTICLE 36 MILEAGE ALLOWANCE

Section 1. Employee's required to use their private vehicles to perform work for the Wayne County Engineer's Department shall be reimbursed at the rate of twenty-five cents per mile, provided prior written approval is obtained from the Employer for such vehicle use.

**ARTICLE 37
EDUCATION BENEFITS**

Section 1. The Employer agrees to reimburse an employee for expenses incurred for Employer approved schooling and examinations upon successful completion of course work or passing examinations. Approval shall be granted only for course work or examinations necessary for the employee to perform specific functions of his job.

**ARTICLE 38
PERS CONTRIBUTION**

Section 1. The Employer shall continue to make required contributions to the Public Employees Retirement System. Employees shall continue to have the required percentage contributions deducted from their wages.

**ARTICLE 39
LIFE INSURANCE**

Section 1. The Employer shall pay the entire premium for \$20,000 term life insurance for each member of the bargaining unit through a carrier selected by the Employer. Continuation of benefits at the employee's expense during leaves of absence or termination of employment shall be determined by the insurance policy provisions.

**ARTICLE 40
WAGES**

Section 1. For the duration of this Agreement, the rate of pay for bargaining unit employees shall be in accordance with Appendix B herein, which appendix is made part of this Agreement.

**ARTICLE 41
WAIVER IN CASE OF EMERGENCY**

Section 1. In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Wayne County Commissioners, the Wayne County Sheriff, the Federal or State legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Management or the Association's replies on grievances;

2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 42 SEVERABILITY

Section 1. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal law outside the terms and provisions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Association will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE 43 ALCOHOL AND DRUG TESTING

Section 1. Employees are subject to the Employer's Drug-Free Workplace policy to be administered subject to the rights and protections afforded under the collective bargaining agreement exclusive of those provisions subject to regulation by the Department of Transportation under 49 CFR Parts 30, 382, 391, 392, and 395.

Section 2. An employee who is found to be under the influence of alcohol (an alcohol concentration of 0.04 or greater) and/or illegal drugs during work hours will be subject to a minimum thirty-six (36) calendar day suspension. Prior to returning to work, the employee must have successfully completed all recommendations prescribed by the substance abuse professional (SAP), and must have a negative return-to-duty test result. A second offense will result in immediate dismissal.

Section 3. The employee is also responsible for the following:

Any and all costs associated with the SAP evaluations and recommended treatment programs, other than the return to duty test.

A signed statement indicating that the Engineer will receive a copy of the results of any and all tests.

Section 4. The Employer shall pay the expenses for the first six follow-up tests. Additional follow-up costs will be assumed by the employee.

**ARTICLE 44
SUCCESSOR CLAUSE**

Section 1. The Agreement shall be binding upon the parties hereto, together with their respective successor and assignees.

**ARTICLE 45
TERM OF AGREEMENT**

Section 1. This Agreement shall be effective as of the date of execution and shall continue in full force and effect through February 28, 2017, unless either party not less than sixty days prior to the expiration date of this Agreement, gives notice to the other of notice to negotiate or to terminate, modify, or negotiate a successor Agreement.

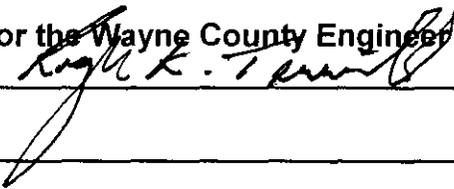
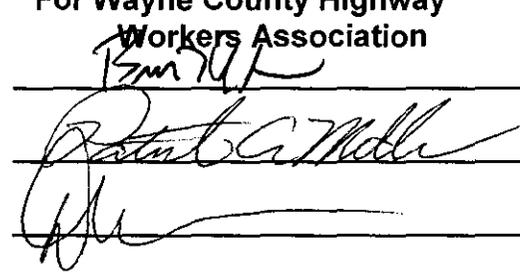
Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The provisions of this Agreement constitute the entire agreement between the Employer and the Association and all prior Agreements, either oral or written, are hereby canceled.

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

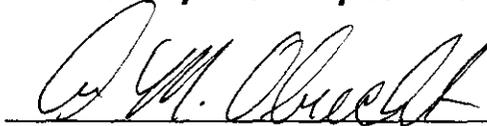
SIGNATURES AND AGREEMENT

Entered into and signed this 13 day of MAY, 2014.

For the Wayne County Engineer 	For Wayne County Highway Workers Association 
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ADOPTED AND RATIFIED BY THE WAYNE COUNTY BOARD OF COMMISSIONERS ON 5-21-2014, RESOLUTION NUMBER 2014-239

For the Wayne County Commissioners





 **COPY**

**APPENDIX B
WAGE SCHEDULE**

March 1, 2014- February 28, 2015	Starting Pay	Probation to 1 Year	1 Year to 2 Years	2 Years to 4 Years	4 Years to 6 Years	6 Years to 8 Years	8 Years to 15 Years	Over 15 Years
Highway Maintenance Worker I	\$ 16.72	\$ 17.83	\$ 17.98	\$ 18.12	\$ 18.25	\$ 18.38	\$ 18.52	\$ 18.66
Mechanic I	\$ 17.54	\$ 18.71	\$ 18.85	\$ 18.99	\$ 19.14	\$ 19.27	\$ 19.41	\$ 19.57
Inventory Clerk I	\$ 17.54	\$ 18.71	\$ 18.85	\$ 18.99	\$ 19.14	\$ 19.27	\$ 19.41	\$ 19.57
Highway Maintenance Worker II	\$ 17.55	\$ 18.38	\$ 18.52	\$ 18.66	\$ 18.79	\$ 18.92	\$ 19.07	\$ 19.21
Mechanic II	\$ 18.69	\$ 19.64	\$ 19.79	\$ 19.94	\$ 20.08	\$ 20.24	\$ 20.38	\$ 20.55
Inventory Clerk II	\$ 18.69	\$ 19.64	\$ 19.79	\$ 19.94	\$ 20.08	\$ 20.24	\$ 20.38	\$ 20.55
Highway Maintenance Worker III	\$ 18.13	\$ 18.96	\$ 19.10	\$ 19.24	\$ 19.37	\$ 19.51	\$ 19.65	\$ 19.78
Mechanic III	\$ 19.01	\$ 20.28	\$ 20.43	\$ 20.59	\$ 20.75	\$ 20.91	\$ 21.05	\$ 21.22
Inventory Clerk III	\$ 19.01	\$ 20.28	\$ 20.43	\$ 20.59	\$ 20.75	\$ 20.91	\$ 21.05	\$ 21.22

March 1, 2015- February 28, 2016	Starting Pay	Probation to 1 Year	1 Year to 2 Years	2 Years to 4 Years	4 Years to 6 Years	6 Years to 8 Years	8 Years to 15 Years	Over 15 Years
Highway Maintenance Worker I	\$ 17.05	\$ 18.19	\$ 18.34	\$ 18.48	\$ 18.62	\$ 18.75	\$ 18.89	\$ 19.03
Mechanic I	\$ 17.89	\$ 19.08	\$ 19.23	\$ 19.37	\$ 19.52	\$ 19.66	\$ 19.80	\$ 19.96
Inventory Clerk I	\$ 17.89	\$ 19.08	\$ 19.23	\$ 19.37	\$ 19.52	\$ 19.66	\$ 19.80	\$ 19.96
Highway Maintenance Worker II	\$ 17.90	\$ 18.75	\$ 18.89	\$ 19.03	\$ 19.17	\$ 19.30	\$ 19.45	\$ 19.59
Mechanic II	\$ 19.06	\$ 20.03	\$ 20.19	\$ 20.34	\$ 20.48	\$ 20.64	\$ 20.79	\$ 20.96
Inventory Clerk II	\$ 19.06	\$ 20.03	\$ 20.19	\$ 20.34	\$ 20.48	\$ 20.64	\$ 20.79	\$ 20.96
Highway Maintenance Worker III	\$ 18.49	\$ 19.34	\$ 19.48	\$ 19.62	\$ 19.76	\$ 19.90	\$ 20.04	\$ 20.18
Mechanic III	\$ 19.39	\$ 20.69	\$ 20.84	\$ 21.00	\$ 21.17	\$ 21.33	\$ 21.47	\$ 21.64
Inventory Clerk III	\$ 19.39	\$ 20.69	\$ 20.84	\$ 21.00	\$ 21.17	\$ 21.33	\$ 21.47	\$ 21.64

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March 1, 2016- February 28, 2017	Starting Pay	Probation to 1 Year	1 Year to 2 Years	2 Years to 4 Years	4 Years to 6 Years	6 Years to 8 Years	8 Years to 15 Years	Over 15 Years
Highway Maintenance Worker I	\$ 17.39	\$ 18.55	\$ 18.71	\$ 18.85	\$ 18.99	\$ 19.13	\$ 19.27	\$ 19.41
Mechanic I	\$ 18.25	\$ 19.46	\$ 19.61	\$ 19.76	\$ 19.91	\$ 20.05	\$ 20.20	\$ 20.36
Inventory Clerk I	\$ 18.25	\$ 19.46	\$ 19.61	\$ 19.76	\$ 19.91	\$ 20.05	\$ 20.20	\$ 20.36
Highway Maintenance Worker II	\$ 18.26	\$ 19.13	\$ 19.27	\$ 19.41	\$ 19.55	\$ 19.69	\$ 19.84	\$ 19.98
Mechanic II	\$ 19.44	\$ 20.43	\$ 20.59	\$ 20.75	\$ 20.89	\$ 21.05	\$ 21.21	\$ 21.38
Inventory Clerk II	\$ 19.44	\$ 20.43	\$ 20.59	\$ 20.75	\$ 20.89	\$ 21.05	\$ 21.21	\$ 21.38
Highway Maintenance Worker III	\$ 18.86	\$ 19.73	\$ 19.87	\$ 20.01	\$ 20.16	\$ 20.30	\$ 20.44	\$ 20.58
Mechanic III	\$ 19.78	\$ 21.10	\$ 21.26	\$ 21.42	\$ 21.59	\$ 21.76	\$ 21.90	\$ 22.07
Inventory Clerk III	\$ 19.78	\$ 21.10	\$ 21.26	\$ 21.42	\$ 21.59	\$ 21.76	\$ 21.90	\$ 22.07

**APPENDIX C
GRIEVANCE APPEAL FORM**

Date _____
Name of Employee _____ Grievance No. _____
Grievant

Classification _____ Name of Supervisor _____

Date and Time of the incident giving rise to the grievance

Date _____ Time _____

Date and Time the grievance was first discussed with Supervisor

Date _____ Time _____

Nature of Grievance: Article and Section Violated: _____

Statement of Facts:

Relief Requested:

Employee's Signature

Steward's Signature

**WAYNE COUNTY ENGINEER
GRIEVANCE APPEAL**

STEP 1

Delivered by Grievant to Supervisor:

Grievant _____ Date _____

Received by: _____ Date _____

Supervisor's Answer: _____

Supervisor: _____ Date _____

Received by Grievant: _____ Date _____

STEP 2

Delivered by Grievant to Superintendent:

Grievant _____ Date _____

Received by: _____ Date _____

Superintendent's Answer: _____

Superintendent: _____ Date _____

Received by Grievant: _____ Date _____

WAYNE COUNTY ENGINEER

GRIEVANCE APPEAL

STEP 3

Delivered by Grievant to Engineer:

Grievant _____ Date _____

Received by: _____ Date _____

Engineer's Answer: _____

Engineer : _____ Date _____

Received by Grievant: _____ Date _____

Final Resolution:

Association Steward: _____ Date: ____/____/____

Grievant: _____ Date: ____/____/____

Management Representative: _____ Date: ____/____/____

**APPENDIX D
NOTICE OF BUMPING**

EMPLOYEE NAME: _____

EMPLOYEE CLASSIFICATION: _____

I hereby give notice of bumping, and wish to exercise my “bumping” in accordance with Article XIV of the Collective Bargaining Agreement in order to bump into _____ classification. I understand that this notice must be given within five working days of my receipt of my layoff notice.

_____ Date: ____/____/____

Employee Signature

Date Received

_____ Date: ____/____/____

Received by

Date Received

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wayne County Highway Worker's Association ("WCHWA") represents the Highway Workers and Mechanics in the Wayne County Engineer's Office ("Engineer");

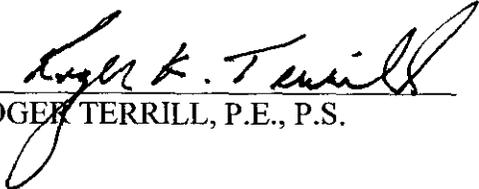
WHEREAS, the aforementioned parties engaged in collective bargaining negotiations for a new three (3) year Collective Bargaining Agreement;

NOW THEREFORE, the parties agree to the following with regard to health insurance provision under the aforementioned Agreement:

- Notwithstanding the Health Insurance provision outlined in Article 32, Section 1, the County may change the Insurance coverage if such change is necessitated by the Affordable Care Act, or other federal or state regulation requires such change;
- Such a change will also be in full compliance of the Severability Clause contained in Article 42 of the aforementioned Agreement;

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13 day of May, 2014.

WAYNE COUNTY ENGINEER

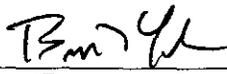


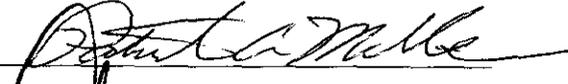
ROGER TERRILL, P.E., P.S.

WAYNE COUNTY HIGHWAY
WORKERS ASSOCIATION

By: WCHWA

NEGOTIATING COMMITTEE







 **COPY**

Resolution

No. 2014-239

Board of Wayne County Commissioners

Jim Carmichael Ann M. Obrecht Scott S. Wiggam

Adopted: ~~May 21, 2014~~

Subject: **Approval of Union Agreement Between the Wayne County Engineer and the Wayne County Highway Workers Assoc. (WCHWA) to be Entered into Effective March 1, 2014 and Expiring February 28, 2017**

It was moved by Mr. Carmichael and seconded by Mr. Wiggam that the Union Agreement between the Wayne County Engineer and the Wayne County Highway Workers Assoc. be entered into effective March 1, 2014 and expiring February 28, 2017.

The vote is as follows: Jim Carmichael yea Ann M. Obrecht yea Scott S. Wiggam yea

CERTIFICATE

I, Diane L. Austen, Clerk of the Board of County Commissioners, Wayne County, Ohio, hereby certify that the above is a true and correct copy of the resolution adopted and journalized by said Board on said date.


Diane L. Austen, Clerk

STATE EMPLOYMENT
RELATIONS BOARD
2014 JUN 16 AM 8:57