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AGREEMENT

BETWEEN

THE HENRY COUNTY ENGINEER

AND

LOCAL NO. 2900

OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

EFFECTIVE DATES:
June 12, 2014 through
June 11, 2017

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ARTICLE 1
PREAMBLE

SECTION 1

This Agreement, entered into by the Henry County Engineer, hereinafter referred to as the "Employer" and Ohio Council No. 8 of the American Federation of State, County and Municipal Employees, AFL-CIO and Local 2900, hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rate(s) of pay, hours or work and other terms and condition(s) of employment; and to comply with Ohio Revised Code 4117.

ARTICLE 2
UNION RECOGNITION

SECTION 1

- A. The Employer hereby recognizes Ohio Council No. 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 2900, American Federation of State, County and Municipal Employees, AFL-CIO, as the deemed certified and sole and exclusive bargaining agent in the following described unit:

Individual employee's full time or on a permanent part-time basis in any one of the following classifications:

MAINTENANCE CREWLEADER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
MECHANIC I
MECHANIC II
SIGN WORKER I
SIGN WORKER II

- B. AFSCME has achieved deemed certified status. Some classifications may have been abolished, new classifications created, and/or job titles changed. However, should any abolished classifications be recreated, the classification will be placed in the bargaining unit.
- C. In the event new positions or classifications are created, the Employer shall notify the Union and will give copies of new positions or classifications, and their duties to the Union. The parties shall meet, confer and or otherwise bargain in good faith regarding the hours, wages, benefits, and employment conditions of any new position or classification, including being in the bargaining unit. Should any dispute arise between the parties, said dispute shall be resolved through the Grievance/Arbitration Procedure of this Collective Bargaining Agreement.

- D. For purposes of this contract and article, permanent part-time employees shall be defined as an employee who works fewer hours than the standard work week.

SECTION 2

- A. All positions and classifications not listed above and management, administrative, confidential, professional and supervisory, temporary, seasonal, and students whose primary purpose is education and training, will be excluded from the bargaining unit.
- B. The parties agree to the definition of S.E.R.B. regarding the above positions.

SECTION 3

The recognition herein is defined that the Union (AFSCME) is the exclusive bargaining agent for the purpose of negotiating rates of pay, hours of work, fringe benefits and other conditions of employment.

SECTION 4

Newly hired employees will serve an initial probationary period of one hundred eighty (180) days in active pay status. Newly hired employees may be released from employment in this 180 day period, and will not have recourse of the Grievance/Arbitration Procedure herein on said releases in the initial period.

ARTICLE 3
UNION SECURITY

SECTION 1

The parties agree that membership in the Union is available to all employees occupying positions as have been determined by this Agreement and appropriately within the bargaining unit.

SECTION 2

The Engineer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization must be presented to the Engineer by the Union. Upon receipt of the proper authorization, the Engineer will deduct Union dues from the payroll check during the next regular period in which Union dues are normally deducted.

SECTION 3

It is specifically agreed that the Engineer and the County assume no liabilities, obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Engineer shall be relieved from making such "checkoff" deductions upon (a) termination of

employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or, (e) revocation of the checkoff authorization in accordance with the terms on the Union checkoff card.

The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

SECTION 4

It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer in writing within sixty (60) days after the date such an error is claimed to have occurred. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union or other Union official. The Engineer may require one (1) month advance notice to be given to the payroll clerk prior to making any changes in the rate of dues deductions. The Engineer agrees to have furnished to the Treasurer of the Union or other Union official a warrant in the aggregate amount of the deduction as soon as possible, but in no case more than fifteen (15) days following the date of dues deductions are made. The Employer agrees to remit the dues deduction check(s) and listing(s) and as well the Fair Share Fee deduction checks and listings to the Comptroller, Ohio Council No. 8, AFSCME, AFL-CIO.

Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement unless the eligible employee certifies in writing that the dues checkoff authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Engineer. A copy of the written revocation shall be forwarded to the Union.

SECTION 5

Upon execution of this Agreement, or upon the 61st day of employment an employee who is not a member of the Union shall be required as a condition of employment to pay the Union a Fair Share Fee to cover the employee's pro rata share of: (1) the direct cost incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the Bargaining Unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

Fair Share Fee deductions shall be subject to the regulations as provided under Section 4117.09 of the Ohio Revised Code and the Union shall submit to the Engineer annually, the rebate procedure and rules.

No employee shall be required to become a member of the Union and the Fair Share Fee shall not exceed dues paid by the members of the Union in the same bargaining unit. The Fair Share Fee amount shall be certified to the Engineer and County by the Treasurer or other official of the local Union. The deduction of the Fair Share Fee from the earnings of the employee shall be automatic and does not require a written authorization for a payroll deduction.

Fair Share Fee deductions shall in all other respects is handled in the same manner as provided under Section 2 and Section 3 herein.

ARTICLE 4

UNION REPRESENTATION

SECTION 1

- A. International Union or Council representatives will be recognized by the Engineer as Union representatives upon the receipt of a letter from the Union so identifying them and signed by an Ohio Council 8 representative.
- B. The Union must submit in writing the name of the employee selected by the Union to act as the Union representative for purposes of processing grievances. The Engineer shall be notified in writing of changes in the appointment of the Steward. No employee shall be permitted to function as Union representative until the Union has presented the Engineer with written certification of that person's selection.
- C. The Union shall provide to the Engineer an official roster of its officers/ representatives which is to be kept current at all times and shall include the following:
 - 1) Name
 - 2) Address
 - 3) Home telephone number
 - 4) Immediate supervisor
 - 5) Union office held
- D. The Engineer will recognize up to two (2) Union stewards. The President may also function as an alternate in the absence of the appointed Stewards.

SECTION 2

The local union representatives shall normally confine their activities to not more than three (3) hours paid time per week for the investigation and processing of a grievance, time required for hearings on a grievance, and/or a disciplinary matter shall be mutually agreed upon by the Union Representative and the Employer.

All other union activities shall be limited to non-work time such as lunch periods or authorized break periods, except as otherwise provided by this Agreement. These representatives shall be

required to maintain accurate time records. Upon request, these records will be furnished to the Engineer. It is agreed that at no time will two (2) representatives use paid union time together unless authorized in advance by their immediate supervisor(s) or the Engineer; except as witness in the actual grievance hearings.

Rules governing the activity of the Local Union Representatives are as follows:

- (1) The Local Union Representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities; the Employer shall not unreasonably deny union activities;
- (2) The Local Union Representatives shall identify the reason for the request at the time Union activity time is requested;
- (3) The Local Union Representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of their Union activity;
- (4) The Local Union Representatives shall cease Union activities immediately upon the reasonable order of the Local Union Representative's immediate supervisor;
- (5) If it is believed that the Local Union Representatives are abusing the rules of this Section or that a supervisor is abusing (Rule 4) of this Section, a joint meeting will be held between the Engineer and the Union to discuss the matter prior to any disciplinary action.
- (6) All complaints and form grievances shall be journalized by Steward and the supervisor for future reference.

SECTION 3

The Engineer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances, and to attend other meetings covered herein.

Upon request in writing from the Union President, the Engineer shall provide the Union with a list of new bargaining unit employees hired within the past thirty (30) days.

The Union Steward or other Union officers shall not interfere with any management or other supervisory functions of the Engineer or his supervisors. The Engineer and supervisors shall not interfere with any Steward or other Union officers who are acting in accordance with this Article in an official capacity on behalf of the Union.

ARTICLE 5
NONDISCRIMINATION

SECTION 1

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, handicap, race, color, creed, national origin or political affiliation. The Union shall share equally with the Engineer the responsibility for applying the provisions of this Article.

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 2

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

SECTION 3

The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any non-Union member exercising the right to decline membership in the Union or decline participation in Union activities.

SECTION 4

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 employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 1

The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains the right and responsibility to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy, which includes, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.

- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental agency.

SECTION 2. Subjects of Bargaining

The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. An employee or exclusive representative may raise a legitimate complaint, or file a grievance based on the collective bargaining agreement.

ARTICLE 7
JOB POSTING AND BIDDING

SECTION 1

- A. When a vacancy occurs within one of the bargaining unit positions covered herein under, or a new bargaining unit position is created by the Engineer, the following procedures shall be followed:
- B. The Engineer will decide if the vacancy is to be filled. The Engineer will make this determination within forty-five (45) calendar days or five (5) days after the Union's written request to fill the vacancy, whichever occurs last. The Engineer will notify the Local Union President whether he has decided to fill the vacancy and if so, the date the vacancy will be filled.
- C. If the Engineer decides to fill the vacancy he shall have posted, for a minimum of five (5) work days, a notice of the opening stating the classification title, rate of pay, minimum qualifications, general description of job duties, the date the posting expires, and the date the position will be filled. If there are changes in the job posting, the opening shall be reposted.

SECTION 2

- A. Employees within the bargaining unit who wish to be considered for the posted job must file a written bid with the Engineer by the end of the posting period.
- B. The position will be awarded to the employee who meets the classification’s qualifications and receives the highest score using the position award formula. The position award formula is determined by seniority, employee evaluations, and number of years in same classification series (Article 33, Section 8), not including any years completed as a Maintenance Worker 1. The position award formula will be:

$$\frac{\text{Applicant's Years of Seniority}}{\text{Most Senior Bargaining Unit Employee Years of Seniority}} \times 50 + \frac{\text{Applicant's Most Recent Evaluation Score}}{\text{Highest Evaluation Score Among Bargaining Unit Employees}} \times 50 + \text{Completed Years in Same Classification Series (Not Including MW 1)} = \text{Final Score}$$

- C. The individual selected to fill the position shall be placed in the position and receive the correct rate of pay for the position.

SECTION 3

Employees promoted to a higher rated classification shall serve a promotional probationary period of one hundred eighty (180) days in active pay status. If the service of the probationary employee is unsatisfactory, he may be returned to his former classification at any time during his probationary period after completion of sixty (60) days in the higher-rated classification.

ARTICLE 8
CORRECTIVE ACTION

SECTION 1

- A. The tenure of every employee of the Engineer shall be during good behavior and efficient service. The Engineer or his designee shall take corrective action only for just cause, which may include any violation of the rules of conduct as established by the Engineer in accordance with this Agreement.
- B. Except in extreme instances wherein the employee is charged with gross misconduct, correction action will be applied in a progressive manner. Correction action shall take into account the nature of the violation and the employee's record of corrective action.
- C. Corrective action shall be limited to:
 - 1. verbal warning(s) which shall be recorded in writing;

2. written warning(s);
3. suspension(s) without pay;
4. reduction(s), or
5. discharge from employment

Corrective action for minor offenses will normally progress through each of the above steps.

- D. Written records of correction action will be removed from employee's personnel files twelve (12) months after the effective date of the corrective action providing there is no intervening corrective action during the twelve (12) month period except in extreme instances, wherein the employee is guilty of gross misconduct, the record shall be maintained for eighteen (18) months.

An employee shall be given a copy of any discipline entered in his/her personnel record.

SECTION 2

- A. No bargaining unit employees shall be suspended, reduced in pay or discharged unless there is first a hearing by the Engineer or his designee on the charges brought against the employee. Formal written charges outlining the alleged offense shall be presented to the employee not less than seventy-two (72) hours in advance of the hearing. If the employee cannot be personally contacted to present the formal written charges and notice of hearing, the notice shall be sent to the employee's last known address by registered mail with a copy to the Local Union President. This notice shall include a scheduled date and time for the hearing and notification to the employee of his right to Union representation at the hearing. It shall be the employee's responsibility to notify the Union and arrange for Union representation at the hearing. An action of an employee that is of such gravity that a hearing prior to corrective action is not feasible shall result in the employee being relieved from duty pending a hearing. The hearing shall be held within seven (7) work days of the employee being relieved of duty. Any employee subsequently cleared of the charges shall be made whole for the period of time the employee was relieved from duty.
- B. At the hearing, the employee shall be entitled to present witnesses and facts supportive of his position. The burden of proof shall be on the Employer. Either party may record or take minutes of the hearing at their own expense.

SECTION 3

The Engineer shall initiate procedures for corrective action within thirty (30) days following the date the Engineer becomes knowledgeable of the employee's alleged misconduct. The charges shall be dropped if not brought within the same time limit.

SECTION 4

Notwithstanding Section 3 of this Article, the Engineer may withhold any corrective action, under the procedure outlined herein, pending the outcome of any criminal charges against the employee. Once the final results of the criminal charges are known and if corrective action is determined warranted by the Engineer, correction action shall proceed in accordance with the

procedures outlined herein.

SECTION 5

Corrective action taken in regard to offenses caused by or resulting from drug or alcohol addiction may take into consideration the employee's willingness to seek help toward rehabilitation. The Engineer will not normally conduct drug testing of bargaining unit employees unless the Union gives their prompt approval on same, or as per the Omnibus Transportation Act of 1991 (i.e. C.D.L.).

ARTICLE 9
NO STRIKE/NO LOCKOUT

SECTION 1

The Union agrees that none of its members, officers or representatives, individually or collectively, will cause, authorize or instigate a strike during the term of this contract.

SECTION 2

The Employer agrees that none of its officers, agents, supervisors or representatives, individually or collectively, will cause, authorize, aid, condone or instigate any lock out of members of the bargaining unit during the term of this contract.

ARTICLE 10
SENIORITY

SECTION 1

- A. Seniority shall be defined as the uninterrupted length of bargaining unit continuous service with the Engineer. Seniority shall accrue to permanent part-time employees on a prorated basis.
- B. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service following the expiration of the leave.
- C. Employees reinstated or re-employed within eighteen (18) months following their date of layoff shall retain their previously accumulated seniority.
- D. During an unpaid leave of absence, or any time an employee is not receiving compensation directly from the Henry County Engineer's funds, that employee shall be considered in non-active pay status.

SECTION 2

Employees who are promoted or transferred to positions outside of the bargaining unit shall retain their bargaining unit seniority for a period of one (1) year. Employees who do not return to the bargaining unit within one (1) year shall lose their accumulated bargaining unit seniority.

ARTICLE 11
LAYOFF AND RECALL

SECTION 1

- A. In the event of layoff for lack of work or lack of funds, affected employees shall receive a notice fourteen (14) calendar days prior to the effective date of layoff. The Union shall be notified and be given an opportunity to meet with the Engineer or his representative to explore alternatives to a layoff at least thirty (30) days prior to the proposed effective date of the layoff.
- B. In the event of layoff, the affected employee will receive total payment for earned but unused vacation, regular wages, earned overtime and earned compensatory time.
- C. An employee shall retain this previously accumulated seniority provided he is reinstated or re-employed within eighteen (18) months from the date of layoff. An employee re-employed within eighteen (18) month retains all rights to his former position.
- D. The Engineer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected employees will be laid off in accordance with their bargaining unit seniority.

SECTION 2

- A. For the purpose of layoff all new probationary, part-time, temporary, casual and seasonal employees performing bargaining unit work will be laid off prior to any full-time bargaining unit employees.
- B. The least senior employee shall be laid off first.

ARTICLE 12
SEPARABILITY/CONFORMANCE AT LAW

SECTION 1

This Agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

SECTION 2

The parties hereto recognize all laws that the parties are required to recognize and said parties

shall not impede, violate, or encroach into the Union, the Employer or anyone(s) individual legal rights, nor violate Chapter 4117 of the Ohio Revised Code.

ARTICLE 13

GRIEVANCE PROCEDURE

SECTION 1

A grievance shall mean an allegation that there has been a breach, misinterpretation or improper application of this Agreement. There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor and the parties.

Any matter which cannot be resolved through these discussions may be submitted to the formal grievance procedure as outlined in Section 2 paragraph A and B of this Article. All complaints and formal grievances shall be journalized by the Union Steward and the supervisor for future reference. In the event the grievance is withdrawn, the journal entry shall be marked "withdrawn".

A grievance must be submitted to the formal grievance procedure within fifteen (15) calendar days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than thirty (30) calendar days following the date of such fact, otherwise it will be considered not to have existed.

All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

The aggrieved employee/Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Engineer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may be extended by mutual agreement.

SECTION 2

- A. All written grievances must contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Engineer: Appendix A.
1. Aggrieved employee's name and signature
 2. Aggrieved employee's classification
 3. Immediate supervisor's name
 4. Date grievance was filed in writing
 5. Date and time grievance occurred

6. Location where grievance occurred
7. Description of incident giving rise to the grievance
8. Article(s) and Section(s) of Agreement alleged to have been violated
9. Desired remedy to resolve grievance.

B. The following steps shall be followed in the processing of a formal grievance:

STEP 1: The grievance must be submitted in writing to the aggrieved employee's immediate supervisor within the time limits set forth in Section 1 herein. It shall be the responsibility of the immediate supervisor to investigate the matter and provide a written response within five (5) work days following the day on which the supervisor was presented the grievance or within five (5) work days from the hearing.

STEP 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant/Union, in writing, to the next higher level of authority. This must be done within five (5) work days after receiving the Step 1 reply. This individual shall attempt to resolve the matter and respond to the Union/aggrieved employee in writing within five (5) work days from the date of the Step 2 hearing.

STEP 3: If the grievance is not resolved in Step 2, it may then be appealed by the grievant/Union to a Step 3 hearing between the Engineer and the Union/aggrieved employee. The appeal in Step 3 must take place within five (5) work days of the response in Step 2. The Engineer shall respond to the aggrieved employee in writing within five (5) work days after the hearing. The parties shall mutually schedule acceptable dates for these Step 3 hearings.

STEP 4: If the Union is not satisfied with the answer of the Engineer at Step 3, it may within fifteen (15) calendar days give written notice to the Engineer of its intent to arbitrate. Within fourteen (14) calendar days after receipt of the written notice to file under the Arbitration Procedure, the Engineer and/or his representative may meet with representatives of the Union and attempt to resolve the matter. If no agreement is reached, the Union and the Engineer or his representative shall submit a joint letter to the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators.

Upon receipt of the list of arbitrators, the parties shall alternately strike one name from the list until only one name remains. The remaining name shall be the arbitrator selected to hear the grievance. The party requesting the arbitration shall strike the first name. The parties shall notify the F.M.C.S., indicating the name of the arbitrator selected. Either party shall have the option to completely reject one list of arbitrators and request additional lists.

The arbitrator shall meet as soon as possible to conduct a hearing and shall within thirty (30) calendar days thereafter, render a decision in writing. The decision of the arbitrator shall be final and binding on both parties. The expense of the arbitrator shall be borne by the losing party.

It is understood that such arbitrator shall have no authority to add to, subtract from, or modify the expressed provisions of this Agreement and shall confine his/her decision to a determination based upon the facts presented.

SECTION 3

When an employee covered by this Agreement wishes to represent himself in a grievance hearing, he may do so. No grievance settlement shall be in conflict with the provisions of this Agreement. The Union shall have representatives present during any such hearing.

ARTICLE 14 SUBCONTRACTING

SECTION 1

The Engineer will not subcontract work normally performed by bargaining unit employees for the express purpose of causing employees to be laid off or displaced.

ARTICLE 15 BARGAINING UNIT WORK

SECTION 1

Non-bargaining unit employees shall not be scheduled to perform overtime work normally performed by bargaining unit employees, except where an adequate number of bargaining unit employees cannot be obtained.

Supervisors shall normally be utilized to perform work within their classification. When it is necessary for supervisors to perform bargaining unit work, the supervisor shall perform work as long as no bargaining unit employees are reduced in hours of the normal work day, work week or regular overtime as defined in Article 19, Section 1.

The Engineer and his designee shall utilize the provisions of this Article in a fair and reasonable manner.

ARTICLE 16 HEALTH/SAFETY

SECTION 1

- A. The Engineer agrees to maintain safe working conditions, facilities, vehicles, tools and equipment in conformance with minimum standards of applicable law. The Union agrees to cooperate with the Engineer in maintaining safe working conditions, facilities, vehicles, tools and equipment in conformance with minimum standards of applicable law. The parties will recognize O.S.H.A. rules and regulations.
- B. The Engineer and the Union shall consider and discuss safety and health matters and exchange

ideas for the development of policies for better safety conditions at labor-management meetings.

- C. Any employee charged with failure to follow a direct order, when such order is later determined to have placed the employee or other employees in a position which would have presented clear and present danger to their safety, shall have all record of disciplinary action for failure to follow the direct order removed from his file, and shall be made whole.

ARTICLE 17
HOLIDAYS

SECTION 1

All full-time employees shall be entitled to eight (8) hours of holiday pay of the following holidays:

New Years Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
½ Day Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	Fourth day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving (in lieu of Veteran's Day)
Christmas Day	Twenty-Fifth Day of December
Floating Holiday	Minimum of one-half (1/2) day in advance

Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally have been scheduled to work.

Except as otherwise specifically provided herein, holidays shall occur on the days specified in this Section. In the event that any of the aforesaid holidays fall on Saturday, the scheduled work day immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the scheduled work day immediately succeeding shall be observed as the holiday.

An employee who does not work on a recognized holiday shall receive eight (8) hours straight-time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed.

An employee required to work on a recognized holiday shall receive eight (8) hours of holiday pay which shall be credited as hours in active pay status, plus shall receive payment for the hours actually worked on the holiday. Compensation for the hours actually worked on the holiday shall be at the rate of time and one-half (1 1/2) the employee's regular base hourly rate for all hours credited in excess of forty (40) hours in active pay status in the payroll week.

SECTION 2

To be eligible for holiday pay as specified in this Article, the employee must be in active pay status the last full scheduled work day prior to or the next full scheduled work day immediately following each of the holidays herein listed.

ARTICLE 18 **SICK LEAVE**

SECTION 1. Evidence Required for Sick Leave Usage

Employees shall be required to furnish a written, signed statement to justify the use of sick leave. The written statement shall contain facts to satisfy the Engineer that the use of sick leave is justified. If medical attention is required, a certificate stating the nature of the illness from a licensed medical professional (i.e. dentist, physician, or optometrist) shall be required to justify the use of sick leave. Falsification of either a signed written statement or a physician's certificate shall be grounds for disciplinary action. Sick leave request shall not be considered granted until the above statement has been submitted by the employee and approved by the Engineer. With the exception of the professionals listed above, the engineer reserves the right to determine what constitutes a licensed medical professional.

SECTION 2. Crediting of Sick Leave

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacations, overtime, sick leave, personal leave and industrial leave up to a maximum accrual of one hundred twenty (120) hours each year, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit. The Employer shall provide the employee details report inside of each envelope with each bi-weekly employee paystub.

SECTION 3. Uses of Sick Leave

Sick leave shall be granted to an employee only upon approval of the County Engineer, subject to the conditions contained herein, and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family (in case of a member of the immediate family not living in the same household, the County Engineer may credit sick leave when he believes it justified but such cases will be carefully investigated);
2. Death of a member of his immediate family (sick leave usage limited to five (5) working days);
3. Medical, dental or optical examination or treatment of employees or a member of his immediate family;
4. If a member of the immediate family is afflicted with a contagious disease and requires

the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and,

5. Pregnancy and/or childbirth and other conditions related thereto.

For purposes of this policy, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather-in-law, grandmother-in-law, legal guardian or other person who stands in place of a parent.

SECTION 4. Retention of Sick Leave

An employee who transfers from a public agency to the Engineer, or who has prior service with a public agency shall retain credit for any sick leave earned, so long as he is employed by the 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 any employee who has been separated from the public services shall be placed to his credit upon his re-employment with the Engineer, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 5. Expiration of Sick Leave

If illness or disability continues past the time covered by earned sick leave, the employee may be granted either a personal leave of absence or disability leave in accordance with the appropriate provisions of this Agreement. If a personal leave of absence is granted and illness or disability continues past expiration of the leave, disability leave may then be granted. It is the responsibility of the employee to request, in writing, either of the above leaves and such leaves are subject to the approval of the Engineer, in accordance with this Agreement.

SECTION 6. Charging of Sick Leave

Sick leave shall be charged in half (1/2) hour increments. 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 7. Notification by Employee

When an employee is unable to report to work, he shall notify this immediate supervisor or other designated person within one (1) hour before the time he is scheduled to report to work, but not later than 8:00 a.m., on each day of absence, unless emergency conditions make it impossible or other arrangements have been previously made with his supervisor. When notifying his supervisor the employee shall indicate the nature of his illness.

SECTION 8. Abuse of Sick Leave

Employees intentionally failing to comply with sick leave rules and regulations shall be subject to the disciplinary procedure. Applications for sick leave with intent to defraud shall be grounds for disciplinary action.

SECTION 9. Physician Examination

The Engineer may require an employee to take an examination conducted by a mutually agreed upon licensed medical professional, to determine the physical or mental capacity to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Engineer. If the Engineer and the employee cannot reach agreement on which physician shall conduct the examination, the Engineer reserves the right to select a physician.

SECTION 10. Retirement Sick Leave Conversion

Employees that qualify to retire in accordance with the Public Employees Retirement System of Ohio shall receive payment for their accumulated sick leave in accordance with the following formula:

1. Employees with five (5) years of service but less than ten (10) years: One (1) day pay for every four (4) days of accumulated but unused sick leave. Maximum payment of forty-five (45) days.
2. Employees with ten (10) years or more service: One (1) day pay for every two (2) days of accumulated but unused sick leave. Maximum payment of ninety (90) days.

SECTION 11. Sick Leave Donation Program

The Engineer will set up a donation leave program. Sick leave can be anonymously donated from one full time employee to another as long as both employees are employed by the County Engineer. An employee is eligible to establish a sick leave reserve account only if the employee or a member of the employee's immediate family has a legitimate illness or injury that requires the employee to be off for 3 weeks or more. Donated leave will go into the sick leave reserve account designated to the recipient employee and will only be used upon depletion of the employee's total leave (Sick, Vacation, PPH, etc.). An employee's sick leave reserve account will dissolve upon the employee reaching 20 hours of total leave or at the request of the employee. Sick leave must be donated at or before the pay period when the depletion occurs in order for the recipient employee to receive proper compensation for that pay period. The donor must maintain a sick leave balance of at least 80 hours. Donors giving sick leave to an employee's reserve account must donate a minimum of 8 hours. Sick leave in a reserve account will be consumed equally from each donor up to the amount donated at the time the pay period ends. Anyone wishing to donate sick leave must fill out a sick leave donor request form at least 2 days prior to the pay period ending date. The donor's donated sick leave will not be returned. Employees using donated sick leave maintain their position in active pay status and retain the ability to accrue leave. All donations, account establishments and eliminations will be at the discretion of the County Engineer.

ARTICLE 19

WORK WEEK AND OVERTIME

SECTION 1

The standard work week for full-time employees shall be forty (40) hours of five (5) consecutive

days, Monday through Friday, of eight hours each. The standard work day shall be eight (8) hours, excluding a one-half (1/2) hour unpaid lunch period. Hours of work will be 7:00 a.m. to 3:30 p.m.

SECTION 2

An employee shall be entitled to overtime pay at the rate of time and one-half (1 1/2) the employee's regular base hourly rate of pay for all active pay status hours worked in excess of forty (40) active pay status hours in any one payroll week.

There shall be no pyramiding or duplication of any overtime payments.

When an employee is called out to work at time other than and not contiguous with his regular work schedule, the employee shall be guaranteed two (2) hours pay at the appropriate rate of pay.

No overtime will be paid unless it has been authorized by the appropriate supervisor.

SECTION 3

All bargaining unit employees shall be entitled to a rest period of fifteen (15) minutes during each half of their eight (8) hour work day.

An employee shall be entitled to a ten (10) minute cleanup break at the end of each work shift.

All bargaining unit employees shall be entitled to an additional fifteen (15) minute rest period for each two (2) hours of continuous overtime worked.

SECTION 4

All overtime opportunities shall be distributed equally among those employees eligible to work the overtime insofar as practicable. When overtime becomes available it shall be offered to the person with the least amount of accumulated overtime. The employees must be qualified to perform the overtime work required. All employees offered overtime but refusing shall be charged with the average number of hours refused. Any employee failing to answer their phone constitutes a refusal.

Overtime is at the option of the employee except in emergency situations as determined by the Engineer. In an emergency, the overtime will be offered to all eligible employees starting with the employee with the least amount of accumulated overtime. If the required number of employees to perform the work cannot be obtained on a voluntary basis, then the Engineer may require eligible employees to work starting with the employee with the least amount of accumulated overtime. The overtime shall be posted and kept current each pay period.

All newly hired employees will start with the same charged accumulated overtime as the bargaining unit employee with the highest accumulated overtime as of the new employee's start date.

SECTION 5

- A. The Employer may, upon at least thirty (30) day notification to the employees and local Union officials, change the work week as outlined in Section 1 above. During the period from April 1 through November 1 of each year, the Employer may schedule a work week consisting of forty (40) hours of four (4) days per week, ten (10) hours per day, excluding a one-half (1/2) hour unpaid lunch period per day. The normal four (4) days, ten (10) hours per day, will be scheduled Monday through Friday.
- B. Upon at least seven (7) day notice, the engineer may schedule and/or change the ten (10) hour workday to take place anytime between 6:00 a.m. and 5:30 p.m.

Personal Paid Days used during the ten (10) hour work week will be paid at the rate of ten (10) hours.

Necessary sick leave will be paid for the actual sick leave hours up to a ten (10) hour maximum for a specific occurrence.

It is the mutual intent that Personal Paid Days and sick leave be paid so that hours worked plus Personal Paid Days and/or sick leave will total a standard forty (40) hour week.

SECTION 6

Employees may elect to receive overtime compensation in the form of compensatory time in lieu of monetary payment. Employees may annually accrue up to forty (40) hours of compensatory time. Compensatory time may only be accrued after the employee has met or exceeded forty (40) hours of cumulative overtime. For the purposes of this section, cumulative overtime is the year to date total overtime hours worked minus the employee's year to date total overtime hours refused. If an employee drops below forty (40) cumulative overtime hours the employee shall not be eligible to accrue additional compensatory time until they reach or exceed forty (40) cumulative overtime hours. Compensatory time must be used in the year it was accrued by December 1st of every year. An employee electing to receive overtime in the form of compensatory time instead of monetary payment must submit a form, supplied by the employer, stating their desire to receive compensatory time in lieu of paid compensation. Compensatory time is subject to the same requirements found in Article 20 Section 3 Paragraph A.

ARTICLE 20 **VACATION**

SECTION 1

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

1. Less than one (1) year of service completed - No vacation.
2. One (1) year of service but less than eight (8) years of service completed - 80 hours.
3. Eight (8) years of service but less than fifteen (15) year service completed - 120 hours.
4. Fifteen (15) years of service but less than twenty-five (25) years of service completed - 160 hours.
5. Twenty-five (25) years or more completed - 200 hours.

SECTION 2

Employees of the Engineer, previously employed by another political subdivision, are entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment. Each employee of the Engineer, with an interruption in his terms of service not exceeding ten (10) years, for whatever reasons, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

No employee will be entitled to vacation leave nor payment for accumulated vacation until he has completed one (1) year of employment with the Engineer.

Vacation is credited each biweekly pay period at the following rates:

1. For those entitled to 80 hour annual vacation, 3.1 hours per pay period.
2. For those entitled to 120 hours annual vacation, 4.6 hours per pay period.
3. For those entitled to 160 hours annual vacation, 6.2 hours per pay period.
4. For those entitled to 200 hours annual vacation, 7.7 hours per pay period.

SECTION 3

A. In order to give employees a better opportunity to take their vacation at times they desire while causing the least adverse effect as possible on the work load of the department, the following regulations are hereby established for scheduling of vacations.

1. A vacation calendar will be posted in the department in January of each calendar year. The vacation calendar shall be filled out by the superintendent or assistant superintendent. Employees desiring specific dates for vacation shall fill out a leave request form indicating the dates requested by April 1 of each year. If more than the permissible number of employees requests the same date, seniority shall be the determining factor for vacation requests made prior to the April 1 date. Vacation requests received after the April 1 date will be granted only for the available weeks remaining. Employees must submit or cancel their request for vacation as far in advance as the amount of time requested off (i.e., three (3) days of vacation requires three (3)

days advance notice). If more than the permissible number of employees requests the same date for vacation after the April 1 date, the determining factor will be the first submitted request.

2. Except during emergency situations, vacations will be granted as requested by the employee provided the following maximum number of employees who may be permitted vacation at the same time is not exceeded.
 3. Up to three (3) employees from each classification series with a maximum not to exceed half of the total employees in each classification series, unless approved by the engineer.
 4. The above regulations shall apply to all vacation requests from bargaining unit employees unless permission to waive the above regulations is approved by the Engineer.
- B. Normally vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Engineer may, in special circumstances, permit an employee to accumulate vacation from year to year, provided such request is made in writing and approved by the Engineer or his designee. However, in no instance shall more than three (3) years vacation accumulation be carried over.
- C. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Excess leave shall not be eliminated from the employee's leave balance if the Engineer requires active status during the last four (4) months of the three (3) year accumulation period and such excess leave shall be utilized within six (6) months of the anniversary.
- D. Vacation leave is earned whenever the employee is in active pay status, which for the purposes of this Section includes: the employee's regular hours of work excluding overtime; paid vacation leave or paid sick leave.
- E. Vacation must be scheduled in half (1/2) hour increments.

SECTION 4

Upon separation from the Engineer's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued but unused vacation leave to his or her credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid to the employee's survivors or his estate. Lawfully accrued vacation shall mean vacation accumulated with the permission of the Engineer.

SECTION 5

Vacation properly requested by the bargaining unit employee and approved by the Employer in accordance with all Sections of this Article 20, will not be canceled except in incidents of acts of God and/or incidents that threaten the health, welfare and safety of the community.

Permanent part-time employees will earn prorated vacation hours as reflected herein if same is hired.

SECTION 6. Year End Vacation Conversion Policy

An employee whose years of service entitles them to 120 hours (3 weeks) of vacation or more per year may elect to receive a cash conversion for 40 hours (1 week) of vacation per year.

Vacation conversion must be requested or denied via form provided by the Engineer prior to October 15 of each year in order to be eligible to receive the benefit the following year. A copy of the signed form will be placed in each employee's personnel file (Form Appendix B).

Payment for vacation conversion would be received with the second regular payroll check in October of each year. Payment would be subject to all Federal, State and Local tax deductions. Following the conversion payment 40 hours of accumulated vacation hours will be removed from the employee's total vacation hours.

Should an employee sign the form electing vacation conversion and then prove not to have sufficient hours accumulated, the conversion payment will be denied.

**ARTICLE 21
COURT LEAVE**

SECTION 1

- A. The Engineer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Engineer, unless such duty is performed totally outside the normal working hours.
- B. Employees shall not be entitled to court leave when appearing in court for criminal or civil cases, when the cases is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, or when the employee is one of the principals in the case. These absences would be leave without pay, vacation or under other earned time or benefits.
- C. Employees are expected to report for work if, after court or jury duty responsibilities are met, four (4) hours or more of the employee's regularly scheduled shift remains.
- D. A request for court leave shall be submitted to the Engineer as soon as possible prior to the leave.

**ARTICLE 22
UNION LEAVE**

SECTION 1

In order to provide ample time for the President and one (1) officer or designee of Local 2900 to attend conferences called by the Union, the Employer shall grant up to ten (10) personal leave days each year without pay, provided the Union gives the Engineer not less than a ten (10) day written notice in advance of said conference. Employees may utilize vacation, personal leave with pay, pursuant to this contract.

ARTICLE 23

LEAVE WITHOUT PAY

SECTION 1. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Engineer, or his designated representative, shall decide in each individual case if a leave of absence is to be granted. However, in no case shall the duration of the leave of absence without pay be granted for more than one (1) year.

SECTION 2. Sick Leave Credit and Vacation Credit

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

SECTION 3. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Engineer or his designated representative may cancel the leave and direct the employee to report for work by giving written notice to the employee. Employees may be subject to disciplinary action.

SECTION 4

- A. **Reinstatement from Leave.** Upon completion of a leave of absence, the employee is to be returned to the position formally occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. The Engineer may require any employee to take a physical examination conducted by a licensed physician to determine the employee's fitness before returning from a leave of absence for medical reasons.

- B. Subject to the approval of the Engineer, an employee may be returned to work before the scheduled expiration of leave. If an employee fails to return to work at the expiration of an approved leave of absence without just cause, an order of removal shall be processed in order to remove the employee from employment with the Engineer.

ARTICLE 24

PERSONAL AND EDUCATIONAL LEAVE

SECTION 1

- A. The Engineer may grant a leave of absence without pay to an employee for a maximum duration of six (6) months for personal reasons of the employee. Such leave may not be renewed or extended beyond the six (6) months.
- B. The Engineer may grant a leave of absence without pay for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the Engineer by improved performance.
- C. The above leaves without pay shall be subject to those provisions contained in Article 23 of this Agreement.

ARTICLE 25 **EMERGENCY SERVICES LEAVE**

Emergency Services leave is intended to provide county employees paid leave when the employee must be absent from work in order to provide volunteer emergency service. A county employee who is an EMT-basic, EMT-1, first responder, paramedic, or volunteer firefighter can receive up to twenty-four (24) hours of paid leave for use when providing emergency medical and fire services. Stand by status shall not be applicable to this article. At the end of each calendar year any unused hours will not carry forward and will not be eligible for cash conversion. It will be the Employees responsibility to fill out the appropriate Employer provided form for purposes of leave in this article. All emergency services leave will be evaluated on a case-by-case basis and approval will be at the Engineer's discretion.

ARTICLE 26 **DISABILITY LEAVE**

SECTION 1

- A. A physically incapacitated employee may request a disability leave. The Engineer shall grant a disability leave when the disability continues beyond accumulated sick leave and provided the employee is:
 - 1. Hospitalized or institutionalized;
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 - 3. Is declared incapacitated for the performance of the duties of the position by a licensed physician.
- B. A disability leave shall be granted for a maximum period of six (6) months but may be renewed for additional six (6) month periods provided the employee submits a written statement requesting

an extension, accompanied by a physician's statement indicating the employee is still incapacitated. Reinstatement rights following an authorized disability leave shall extend for a maximum of three (3) years.

- C. An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and supplying a medical statement from his physician showing full qualifications to perform the duties of the position. The Engineer may require a licensed physician designated by the Engineer. The cost of the examination will be paid by the Employer.
- D. In the event an employee's cause for Disability Leave results in the employee becoming a limited capacity employee, the parties agree to meet and bargain in good faith for the purpose of determining placement of the employee in a position within the bargaining unit which said employee can perform. An employee whose disability prevents reinstatement from Disability Leave may wish to apply to the Public Employees Retirement System for a Disability Retirement.

ARTICLE 27

PAID MILITARY LEAVE

SECTION 1

- A. Employees who are members of the Ohio National Guard, the Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training or active duty for period not to exceed a total of thirty-one (31) days in any one calendar year.
- B. The employee is required to submit, to the Engineer, an order or statement from his 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 (1) calendar year under this provision is 176 hours.
- C. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, unit 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. This leave will cover the official period of the emergency.
- D. Hospitalization/Life Insurance coverage's and benefits, for veterans, and military personnel and their dependents will be continued by the Employer, until such time, as they and their dependents are covered by the military insurance. Upon return to work they will be covered by the Hospitalization/Life Insurance coverage offered by the Employer.

ARTICLE 28

UNPAID MILITARY LEAVE

SECTION 1

- A. Employees who have worked for the Engineer for at least ninety (90) calendar days will be granted a leave of absence without pay to be inducted or to otherwise enter the military service.
- B. An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters an extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

SECTION 2

An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge or makes a written waiver of all rights to the position. However, this person shall have the right to exercise any layoff rights which have accrued during his employment with the Engineer.

SECTION 3

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to an in-service injury or illness which has not exceeded a period of more than one (1) year.

The following procedures apply:

1. Reinstatement must be accomplished within thirty (30) days after application is received by the Engineer.
2. A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
3. 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 or her physical condition.
4. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - a. Sick Leave - that amount which had been accumulated at the time of entering service.
 - b. 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.

- c. Automatic Salary adjustments (step increases).
- d. Any change in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 29
WORKING OUT OF CLASSIFICATION

SECTION 1

Any employee temporarily assigned to work in a higher classification shall be paid at the higher rate for all hours scheduled that day, after having worked four (4) hours or more in the higher classification. The affected employee shall be paid at their pay step/job rate in the higher classification.

SECTION 2

Any employee temporarily assigned by his supervisor to perform duties of a position with an assigned lower rate of pay than his regular classification shall be paid at his regular rate of pay.

SECTION 3

The Employer will make every effort on the daily crew work assignment to ensure that all employees on the crew are assigned to work in their present job classification.

ARTICLE 30
HEALTH AND LIFE INSURANCE

SECTION 1

The Engineer agrees to provide each full-time permanent employee on active pay status with hospitalization insurance coverage. This insurance coverage shall be at least the level of benefits as provided by the Henry County Commissioners to the other county employees.

SECTION 2

The Employer shall pay the entire health insurance premium in 2014 and 2015. Commencing in 2016 the employee shall pay 2.5% of the total insurance premium or the employee contribution amount as set by the County Commissioners, whichever is lower, respective of the employee's selected plan. Commencing in 2017 the employee shall pay five (5%) of the total insurance premium or the employee contribution amount as set by the County Commissioners, whichever is lower, respective of the employee's selected plan.

The Employer will annually deposit \$1,200 in each employee's HSA account as long as the employee remains enrolled in the high deductible HSA health insurance plan. The HSA contribution will be deposited in January of each calendar year.

SECTION 3

Notwithstanding the above, an employee injured in the line of duty, thereby qualifying for

Workers Compensation benefits for lost wages, shall be eligible to continue to have his hospitalization insurance premiums paid as described in Section 2 for three (3) premium periods beginning with the month the employee was removed from active pay status for such injury.

SECTION 4

The Engineer will provide Bargaining Unit employees the same life insurance program that the Board of Commissioners is currently providing to the County employees.

ARTICLE 31
COMMERCIAL DRIVER LICENSE

SECTION 1

All hires will be required, as a condition of employment, to have the CDL at their own cost. Renewals will be at the employee's cost.

SECTION 2

The employee may be terminated at the discretion of the County Engineer if the employee, due to traffic violations, loses his license or is not allowed to drive a county vehicle per the county's driver eligibility guidelines (Appendix D) for more than one hundred twenty (120) days. If in the event the employee is not allowed to drive a county vehicle or a loss of license occurs the parties will immediately schedule an LMC for purposes of possible retention to other work.

SECTION 3

The parties agree that the Employer and the Union will work together for training and retraining an employee for purposes of an employee testing/retesting for their CDL. The Union will provide training and the Employer will provide the equipment and locations.

ARTICLE 32
PAID PERSONAL LEAVE

SECTION 1

- A. Any employee may earn a maximum of five (5) paid personal days each year by being credited with one (1) paid personal day each year for each one hundred (100) hours of sick leave credit as recorded on the employee's pay envelope on the first payday after January 1st of each year. One (1) earned personal day shall be forfeited for each sick leave occurrence over four (4) occurrences for the same period of the previous year. All personal day credits or debits shall be calculated and noted on the employee's pay envelope on the first payday of each year and credits earned or debits generated may not be carried to the following year. Personal days must be taken during the payroll year and will be subject to the same requirements found in Article 20 Section 3 Paragraph A.
- B. The employee shall submit his request to use a paid personal day to his superintendent at least

one (1) day in advance of the requested date. The superintendent may deny the request if the workload is excessive.

- C. A sick leave occurrence shall be each occurrence the employee requests sick leave except an occurrence will not be charged for a sick leave request of three (3) hours or less. A doctor's verification is required if the employee requests three (3) hours or less of sick leave for medical examination or treatment.

ARTICLE 33
LABOR MANAGEMENT AND SAFETY MEETINGS

SECTION 1

- A. In the interest of sound labor management relations, the parties agree to meet upon the request of either party at mutually agreeable dates and times for the purpose of discussing those matters as outlined in paragraph B below. The Engineer and his designee(s) shall meet with not more than three (3) employee Union representatives and one (1) Council 8 representative.
- B. Each party shall furnish the other party an agenda at least three (3) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of the individuals who will be attending.

The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement.
 2. Notify the Union of changes proposed by the Engineer which may affect bargaining unit members of the Union.
 3. Disseminate general information of interest to the parties.
 4. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
 5. Discuss ways to improve efficiency and work performance.
 6. Consider and discuss health and safety matters.
- C. An attempt shall be made to schedule the meetings during the latter part of the work day. Local Union Employee Representatives attending Labor-Management meetings shall not suffer a loss in pay for any regular straight time hours spent in such meetings.

ARTICLE 34
MISCELLANEOUS PROVISIONS

SECTION 1. Seniority List

Upon written request from the Local Union President, the Engineer will provide the Union with an up-to-date seniority list containing each employee's name, classification, and most recent date of hire. The Engineer will honor up to two (2) requests for a seniority list during each twelve (12) month period.

SECTION 2. Bulletin Board

The Engineer agrees to provide one (1) bulletin board to be placed at a mutually agreed upon location for exclusive use by the Union. All Union notices which appear on the bulletin board shall be posted by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

1. Union recreational and social affairs;
2. Notice of Union Meetings;
3. Union appointments;
4. Notice of Union elections;
5. Results of Union elections;
6. Publications, rulings or policies of the Union.

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

1. Personal attacks upon any other employees;
2. Scandalous, scurrilous or derogatory attacks upon the administration or any Henry County elected official;
3. Attacks on and/or favorable comments regarding a candidate for public or Union office.

SECTION 3. Personnel Files

Employees shall have access to their individual personnel files for review during normal business hours under the following conditions:

1. The employee shall request an appointment with the Engineer or his designated representative through the employee's immediate supervisor.
2. An appointment shall normally be granted by the end of the next regular work day or as soon as the Engineer's schedule permits. The employee shall be permitted to view his file at the office of the Engineer and if requested shall sign a statement indicating he has been granted such access.

3. No items in the personnel file shall be removed from the file by the employee without the express consent of the Engineer.
4. An employee shall be provided with a copy of any item in his file upon written request.
5. The personnel file will be presented to the individual employee who may have a representative present to view the file if the employee so desires.

SECTION 4. Chain of Command

Every effort will be made by management and the Union to follow a chain of command for receiving job assignments and duties. The example to be followed as closely as possible will be:

Engineer
Superintendent / Assistant Superintendent
Maintenance Crewleader

The reverse chain of command will be followed for employees to get answers or problems resolved.

SECTION 5. Employer Required Court Appearances

Any off duty employee required to appear in court on matters directly pertaining to and/or arising out of his/her employment, including appearance at pre-trial conferences, shall be compensated for all such time at one and one-half (1 1/2) times the employee's regular rate of pay for those hours which would constitute hours worked, or in active pay status, in excess of forty (40) hours in any one payroll week.

SECTION 6

- A. Employer Required Attendance at Meetings. In the event the employee is requested by the Engineer to attend any meetings, whether training or otherwise, he/she shall be compensated at the appropriate hourly rate of pay for each actual hour in attendance of the meetings, training, including time to and from such meeting(s) and training(s).
- B. The parties agree that if in the event employees are required to attend out of town functions and seminars for and in behalf of the Employer, said employees shall receive meals, hotel costs and expenses reimbursed per the Henry County schedule.
- C. Should employees have to utilize their own vehicles, said employees will also receive mileage allowance per the County schedule.

SECTION 7

The parties agree the Engineer will provide Hepatitis "B" vaccinations as available via the Henry County Health Department on a voluntary basis. The Employer also agrees to provide C.P.R. training to all bargaining unit employees.

SECTION 8. Classification Series

For the purposes of awarding positions and leave requests the classifications series shall be as follows:

Mechanic Series	Maintenance Series	Sign Series
Mechanic II	Maint. Crew Leader	Sign Worker II
Mechanic I	Maint. Worker III	Sign Worker I
	Maint. Worker II	
	Maint. Worker I	

ARTICLE 35
WORK RULES/POLICIES/PROCEDURES

SECTION 1

- A. The Engineer agrees to provide the Union with a copy of all existing written work rules, policies, procedures and directives within thirty (30) days of the signing of the Agreement.
- B. All future work rules, policies, procedures and directives shall be subject to the following conditions before becoming effective:
 - 1. When the Engineer proposes to establish or review work rules, policies, procedures or directives, the Engineer agrees to provide a written copy of the proposal to the Local Union President ten (10) work days before the proposed effective date of the proposal. The parties shall meet during this ten (10) work day period to discuss the proposal. The proposal shall be adequately and prominently posted on bulletin boards for a period of ten (10) work days before becoming effective.
 - 2. The ten (10) day requirement of notice to the Union and the ten (10) day posting requirement shall be waived during declared temporary emergencies upon prior notice to the Local Union President. Any work rule, policy, procedure or directive established under this paragraph shall be effective only for the time of the temporary emergency and shall be subject to all other conditions of this Article.
- C. Any complaint or unresolved dispute regarding the reasonableness of conflict with this Agreement of work rules, policies, procedures or directives shall be resolved using the final step of the Grievance Procedure or the State Employment Relations Board.
- D. All work rules, policies, procedures and directives shall be reasonable, shall be uniformly applied, administered and enforced and shall not supersede or violate any provisions of the Agreement.
- E. The Engineer further agrees to furnish each employee with a copy of all written work rules,

policies, procedures and directives within ten (10) work days after they become effective. New employees shall be provided with a copy of all written work rules, policies, procedures and directives at the time of hire.

ARTICLE 36
EMPLOYEE TRAINING/O.S.H.A. TRAINING

SECTION 1

- A. The Engineer and the Union mutually agree to provide employee training for the purpose of employee proficiency and safety in the operation of equipment, general day-to-day operations, and for the purpose of advancement.
- B. Employee training may consist of on-the-job training, in-house presentations, or outside training and safety courses as provided by the Union, Employer, or other firms, or organizations. Training sessions will, to the extent practicable, be conducted on the Employer's time.
- C. Training opportunities shall be offered to the employees in the various jobs, classifications, either as a group classification(s), by individual, or to the local as a whole, based upon the type of training being offered and its relationship to the various job classifications.

ARTICLE 37
WAGES/COMPENSATION

SECTION 1

- A. The wage rates as contained in the following pay scales shall become effective on the dates indicated and shall remain in effect until the effective date of the next occurring pay scale.
- B. Step 1 of the Pay Scale shall be the normal entrance rate for the classification. Step 2 shall be the appropriate rate following completion of the probationary period. Advancement through Steps 3, 4 and 5 shall be at annual intervals thereafter.

Advancement through Steps 6, 7, and 8 shall be following eight (8) years of seniority, fifteen (15) years of seniority and twenty-five (25) years of seniority, respectively.
- C. Employees promoted to a higher classification shall be assigned to their corresponding step in the pay range for the new classification. Thereafter, the employee shall advance to the succeeding steps within the new Pay Range as outlined in Paragraph B. of this section.
- D. All pay step advancements shall occur at the beginning of the pay period immediately following completion of the required service time.

SECTION 2

The Employer and Union agree to establish a new Wage Scale effective the first pay date of each year of the contract in accordance with the Step Tables per the following schedules:

For employees with an employment start date before June 12, 2014:

STEPS									
CLASSIFICATION	I	II	III	IV	V	VI	VII	VIII	Year
	20.45	20.85	21.25	21.65	22.20	22.45	22.70	22.95	Present
Crew Leader	20.86	21.27	21.68	22.08	22.64	22.90	23.15	23.41	2015
Mechanic II	21.28	21.70	22.11	22.52	23.09	23.36	23.61	23.88	2016
Sign Worker II	21.71	22.13	22.55	22.97	23.55	23.83	24.08	24.36	2017
	19.70	20.10	20.50	20.90	21.45	21.70	21.95	22.20	Present
Mechanic I	20.09	20.50	20.91	21.32	21.88	22.13	22.39	22.64	2015
MW III	20.49	20.91	21.33	21.75	22.32	22.57	22.84	23.09	2016
Sign Worker I	20.90	21.33	21.76	22.19	22.77	23.02	23.30	23.55	2017
	19.15	19.55	19.95	20.35	20.90	21.15	21.40	21.65	Present
MW II	19.53	19.94	20.35	20.76	21.32	21.57	21.83	22.08	2015
	19.92	20.34	20.76	21.18	21.75	22.00	22.27	22.52	2016
	20.32	20.75	21.18	21.60	22.19	22.44	22.72	22.97	2017
	18.65	19.05	19.45	19.85	20.40	20.65	20.90	21.15	Present
MW I	19.02	19.43	19.84	20.25	20.81	21.06	21.32	21.57	2015
	19.40	19.82	20.24	20.66	21.23	21.48	21.75	22.00	2016
	19.79	20.22	20.64	21.07	21.65	21.91	22.19	22.44	2017

For employees with an employment start date on or after June 12, 2014:

STEPS									
CLASSIFICATION	I	II	III	IV	V	VI	VII	VIII	Year
	18.46	18.64	18.83	19.02	19.21	19.40	19.60	19.79	Present
Crew Leader	18.83	19.02	19.21	19.40	19.59	19.79	19.99	20.19	2015
Mechanic II	19.21	19.40	19.59	19.79	19.98	20.19	20.39	20.59	2016
Sign Worker II	19.59	19.79	19.98	20.19	20.38	20.59	20.80	21.00	2017
	17.58	17.76	17.93	18.11	18.29	18.48	18.66	18.85	Present
Mechanic I	17.93	18.11	18.29	18.47	18.66	18.85	19.03	19.23	2015
MW III	18.29	18.47	18.66	18.84	19.03	19.23	19.41	19.61	2016
Sign Worker I	18.66	18.84	19.03	19.22	19.41	19.61	19.80	20.00	2017
	16.90	17.07	17.24	17.41	17.59	17.76	17.94	18.12	Present
MW II	17.24	17.41	17.58	17.76	17.94	18.12	18.30	18.48	2015
	17.58	17.76	17.93	18.12	18.30	18.48	18.67	18.85	2016
	17.93	18.12	18.29	18.48	18.67	18.85	19.04	19.23	2017
	16.25	16.41	16.58	16.74	16.91	17.08	17.25	17.42	Present
MW I	16.58	16.74	16.91	17.08	17.25	17.42	17.59	17.77	2015
	16.91	17.07	17.25	17.42	17.59	17.77	17.94	18.13	2016
	17.25	17.41	17.59	17.77	17.94	18.13	18.30	18.49	2017

SECTION 3

The Engineer shall pay each Bargaining Unit employee \$330.00 per year during the life of this Agreement for purposes of a clothing allowance. The clothing allowance shall be paid to the employee with the first full pay period in January of each year. Each Bargaining Unit employee will receive three (3) safety green T-shirts per year during the life of this agreement. The engineer may offer other articles of safety apparel in consideration for giving up a defined number of T-shirts.

ARTICLE 38
AFSCME CARE PLAN

SECTION 1

A. Effective 6/12/2011 the Employer shall contribute \$38.50 per month per employee “to the Ohio AFSCME Care Plan”, who is covered by this Agreement for the following items:

Hearing Aid	\$0.50 per month per employee
Dental care #II	\$26.00 per month per employee
Vision Level #II	\$12.00 per month per employee

B. These rates will be fixed for the life of this contract term.

C. These contributions will be sent to the AFSCME Ohio Care Plan, 1603 East 27th Street, Cleveland, Ohio 44114, along with an employee listing monthly.

ARTICLE 39
DURATION

SECTION 1

- A. This Agreement shall be effective as of June 12, 2014, and shall remain in full force and effective until June 11, 2017.

- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice of Intent.

In witness whereof, the parties have agreed hereto and have executed this Agreement at Napoleon,

Ohio this 22nd day of May, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Stephen Schum
Patrick McElroy
David Rany

Don L. Biederstedt
Lisa Allyn
David A. Spahr
Joe P. Stouffer

Date: May 22, 2014

Date: May 22, 2014

FOR THE HENRY COUNTY COMMISSIONERS:

Robert E. Hastedt
Robert E. Hastedt

Glenn A. Miller
Glenn A. Miller

Thomas H. Von Deylen
Thomas H. Von Deylen

Date: 5/27/2014

SIDE LETTER #1

The parties hereby agree that Article 12, Separability, of the Union Contract is the recognized controlling Article for purposes of recognizing certain rights per law, and is the controlling Article in the event of a dispute regarding the following:

1. American(s) With Disability Act.
2. Family and Medical Leave Act of 1993
3. Legal Counsel/Indemnification(s) etc.
4. Worker's Compensation.

The parties agree to meet per the Labor/Management Meetings in the Union contract for purposes of clarification and understanding in the event any new future law(s) and the required rules and regulations. These understandings shall be a referenced part of the Union contract.

FOR THE EMPLOYER:

James Schum
Patrick McElroy
David Ray

Date: May 22, 2014

FOR THE UNION:

Don L. Biederstedt
Lisa Cayano
Wayne A. Gray
Joe P. Bouffon

Date: May 22, 2014

APPENDIX A - GRIEVANCE REPORT

AFSCME OHIO COUNCIL 8 – LOCAL _____

Employee's Name _____

Employee's Classification _____ Date _____

Department _____ Supervisor _____

Employee's Signature _____

Union Representative's Signature _____

Grievance _____

Date Submitted

	Step 1		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Articles of Contract Violation _____

Remedy Desired _____

Answer from Step 1 _____

Supervisor _____ Date _____

Answer from Step 2 _____

Supervisor _____ Date _____

Answer from Step 3 _____

Supervisor _____ Date _____

Answer from Step 4 _____

Supervisor _____ Date _____

Date Submitted to Arbitration _____

APPENDIX B - VACATION CONVERSION REQUEST FORM
HENRY COUNTY ENGINEER

Employee's Name _____

Classification _____

A. I hereby elect to receive 40 hours (one week) of vacation conversion and understand that 40 hours (one week) will be removed from my accumulated total vacation hours following receipt of payment for the converted vacation hours.

Signature: _____ Date: _____

B. I hereby elect not to receive the vacation conversion benefit.

Signature: _____ Date: _____

Acknowledgement of Receipt of Form

Henry County Engineer

Date

APPENDIX C – DRIVER ELIGIBILITY GUIDELINES

this 5th day of January, 1995, Mrs. Franz moved the adoption of the
; RESOLUTION:

DRIVER ELIGIBILITY GUIDELINES

RESOLUTION NO. 104-33-C

BE IT RESOLVED, by this Board of County Commissioners as follows:

WHEREAS, the driving of a County vehicle is a privilege;

WHEREAS, the driving of a private vehicle while on County business is an event of trust and impacts upon The Risk Management of the County;

WHEREAS, the County recognizes that it must take steps to decrease the risk of those officials and employees who have poor driving histories driving on County business;

NOW, THEREFORE, it is hereby ***RESOLVED*** as follows:

1. County officials and employees will be suspended from driving either County-owned or privately-owned vehicles during the scope of their employment according to the attached Schedule A.
2. For current employees and officials, the points outlined in Schedule A will begin to accumulate thirty (30) days after passage of this resolution. The guidelines in Schedule A shall also apply to new applicants. Any applicant who has accumulated more than four points, per Schedule A, should not be hired in positions requiring the applicant to drive a vehicle on behalf of the County.
3. All current County officials and employees will be informed of this resolution by their respective department heads. All newly-elected officials and newly-hired employees will be informed of this resolution at the time they begin work.
4. To the extent allowed by law, this resolution acts as a condition of the employment of those County employees whose duties require driving on the job, and any employee who is suspended under this resolution may, at the discretion of the County, be disciplined, including but not limited to, suspension from work without pay for the duration of the driving suspension, or dismissed.

5. Those suspended from driving will sign the form attached at Schedule B.
6. All newly-hired employees will complete and sign the application at Schedule C.
7. This resolution will take effect 30 days after passage.
8. This resolution supersedes all previous resolutions dealing with driver eligibility requirements.

Mr. Bertz seconded the resolution and the roll being called upon for its adoption, the vote resulted as follows:

BOARD OF COUNTY COMMISSIONERS
OF HENRY **COUNTY**

RICHARD J. BENNETT *R.J.B.* (ABSENT)
 Richard J. Bennett

Richard C. Bertz YEA
 Richard C. Bertz

Rita M. Franz YEA
 Rita M. Franz

Attest:
Vicki R. Glick
 Vicki R. Glick, Clerk

SCHEDULE A

THE FOLLOWING POINTS WILL BE ASSESSED AGAINST OFFICIALS AND EMPLOYEES OF THE COUNTY, REGARDLESS OF WHERE THE INCIDENT OCCURS AND REGARDLESS OF WHETHER THE INCIDENT OCCURS WHILE IN THE SCOPE OF THE EMPLOYMENT:

Traffic Violations Not Involving An Accident Or Injury To Others Except
Parking Violations Or Those Listed Separately Below:

First Offense	1 Point
Second Offense	2 Points
Third or More Offenses	3 Points (Each)

Speeding:	A.	First Offense	1 Point
	B.	Second Offense	2 Points
	C.	Third or More Offenses	3 Points (Each)

Accidents:	A.	First At Fault or Contributory Accident	3 Points
	B.	Second At Fault or Contributory Accident	4 Points
	C.	Third or More At Fault Or Contributory Accidents	6 Points (Each)
	D.	If a Driver has Three Not At Fault Accidents Within a Three Year Period, the Driver Must Be Counseled by Loss Control Coordinator or Other Person or Body, as Appointed by the Board of Commissioners, Who May in Their Discretion Determine that the Driver is Required to Attend a Driver Education Course on the Avoidance of Accidents.	

Reckless Operation:

A.	First Offense	4 Points
B.	Second Offense	8 Points

Falling Asleep While Driving:

A.	First Offense	4 Points
B.	Second Or More Offenses	8 Points

Driving While Under The Influence of Alcohol Or Drugs:

A.	First Offense	6 Points
B.	Second Offense	12 Points

Failure To Comply With Ohio Financial Responsibility Laws

4 Points

IF AN EXISTING EMPLOYEE OR PROSPECTIVE EMPLOYEE FAILS TO REPORT ANY ACCIDENT, ARREST, AND/OR VIOLATION PRIOR TO OPERATING A COUNTY VEHICLE OR ANY OTHER VEHICLE ON BEHALF OF THE COUNTY, SAID EMPLOYEE OR PROSPECTIVE EMPLOYEE SHALL BE CHARGED TRIPLE POINTS FOR ANY ACCIDENT, ARREST, AND/OR VIOLATION WHICH HAS BEEN ACCUMULATED. THIS SHALL BE IN ADDITION TO ANY OTHER PENALTY OR DISCIPLINE THAT THE COUNTY EMPLOYER SHALL IMPOSE.

IN COMPUTING NUMBER OF POINTS TO BE CHARGED, EACH ACCIDENT, ARREST, AND/OR VIOLATION SHALL BE CHARGED THE APPROPRIATE NUMBER OF POINTS. ALL POINTS ACCUMULATED WILL BE ADDED TOGETHER TO DETERMINE THE TOTAL NUMBER OF POINTS CHARGED.

POINTS WILL BE ACCUMULATED WITHIN A 3-YEAR PERIOD, WITHOUT REGARD TO WHETHER THE OFFICIAL OR EMPLOYEE WAS ELECTED OR EMPLOYED DURING THE ENTIRE 3-YEAR PERIOD. THE FOLLOWING ARE THE PENALTIES TO BE ASSIGNED TO ANY DRIVER, REGARDLESS OF THEIR POSITION, WHO EITHER DRIVES A COUNTY CONTROLLED VEHICLE, OR ANY OTHER VEHICLE ON BEHALF OF THE COUNTY, AND HAS ACCUMULATED POINTS DUE TO ACCIDENTS, ARRESTS, OR VIOLATIONS, WHILE OPERATING A COUNTY VEHICLE OR ANY OTHER VEHICLE, AND WHETHER SUCH INCIDENT OCCURRED DURING THE COURSE OF EMPLOYMENT OR AT ANY OTHER TIME.

0 TO 2 POINTS	NO ACTION REQUIRED.
2 TO 3 POINTS	WRITTEN WARNING FROM EMPLOYER
4 TO 5 POINTS	DEFENSIVE DRIVING COURSE REQUIRED, AT EMPLOYEE'S EXPENSE
6 TO 7 POINTS	30 DAY SUSPENSION FROM DRIVING. REMEDIAL DRIVING COURSE REQUIRED, AT EMPLOYEE'S EXPENSE. EXCEPT IF ANY INCIDENT INVOLVED A CONVICTION FOR USE OF ALCOHOL OR DRUGS THE SUSPENSION SHALL BE FOR 90 DAYS, UNLESS THE COURT IMPOSES A GREATER SUSPENSION. IN THAT CASE, THE COURT IMPOSED SUSPENSION SHALL APPLY.
8 TO 9 POINTS	180 DAY SUSPENSION FROM DRIVING. PRIOR TO DRIVING SHALL COMPLETE A REMEDIAL DRIVING COURSE AT EMPLOYEE'S EXPENSE. IN THE EVENT THAT ANY TWO OR MORE INCIDENTS INVOLVED A CONVICTION FOR THE USE OF ALCOHOL OR DRUGS, THE EMPLOYEE SHALL COMPLETE A DRUG/ALCOHOL REHABILITATION PROGRAM. IN THE EVENT THE COURT IMPOSES A GREATER PENALTY, THAT SHALL APPLY.
10 TO 11 POINTS	365 DAYS SUSPENSION FROM DRIVING. PRIOR TO DRIVING SHALL COMPLETE A REMEDIAL DRIVING COURSE AT EMPLOYEE'S EXPENSE. IN THE EVENT THAT ANY TWO OR MORE INCIDENTS INVOLVED A CONVICTION FOR THE USE OF ALCOHOL OR DRUGS THE EMPLOYEE SHALL COMPLETE A DRUG/ALCOHOL REHABILITATION PROGRAM. IN THE EVENT THE COURT IMPOSES A GREATER PENALTY, THAT SHALL APPLY.
12 OR MORE POINTS	THREE (3) YEAR SUSPENSION FROM DRIVING. PRIOR TO DRIVING SHALL COMPLETE AT EMPLOYEE'S EXPENSE A REMEDIAL DRIVING COURSE. IN THE EVENT ANY INCIDENT INVOLVED THE CONVICTION FOR THE USE OF ALCOHOL OR DRUGS, THE EMPLOYEE SHALL COMPLETE A ALCOHOL/DRUG REHABILITATION PROGRAM. ADDITIONALLY, THE EMPLOYEE SHALL HAVE A MENTAL HEALTH EVALUATION, AND COMPLETE THERAPY IF REQUIRED. IN THE EVENT THE COURT IMPOSES A GREATER PENALTY, THAT SHALL APPLY.

SCHEDULE B

**STATEMENT OF UNDERSTANDING OF EMPLOYEE
SUSPENDED FROM DRIVING FOR THE COUNTY**

I understand that I have been suspended from driving on behalf of the County. Any driving that I do during the term of the suspension will not be in the scope of my employment with the County for any reason, even if a supervisor directs me to drive during the term of the suspension. Although I understand that I may have consequences on the job for the actions which caused my license suspension, I understand that I cannot be disciplined for refusing to drive during the term of my suspension.

Dated this _____ day of _____, 19_____.

WITNESS:

Employee

SCHEDULE C

To Be Included In The Application For All Prospective New Employees Especially Those Who May On Occasion Drive A County Vehicle Or any Other Vehicle On Behalf Of The County

FIRST, MIDDLE & LAST NAME: _____

Address: _____

Driver License Number _____ **STATE of License** _____

Social Security Number _____

Date of Birth _____
(THE ABOVE INFORMATION IS REQUIRED BY THE STATE OF OHIO TO RUN A MVR)

POSITION APPLIED FOR _____

I UNDERSTAND THAT AS A CONDITION OF EMPLOYMENT I MUST HAVE A CURRENT AND VALID OHIO DRIVER'S LICENSE AND AN ACCEPTABLE DRIVING RECORD WHICH MEETS THE STANDARDS OF THE COUNTY'S AUTO LIABILITY INSURER.

I FURTHER UNDERSTAND THAT I MUST PROVIDE, WITH MY APPLICATION, PROOF OF PERSONAL AUTO LIABILITY INSURANCE THAT MEETS THE REQUIREMENTS OF THE STATE OF OHIO AND EXISTING COUNTY MINIMUM REQUIREMENTS.

I FURTHER UNDERSTAND THAT I MUST PROVIDE, WITH MY APPLICATION A COPY OF THE BUREAU OF MOTOR VEHICLES REPORT SHOWING MY DRIVING RECORD FOR ALL STATES THAT I HAVE RESIDED IN DURING THE PAST THIRTY-SIX MONTH(3 YEAR) PERIOD

QUESTIONNAIRE:

1. CAN YOU DO THE REQUIREMENTS OF THE JOB TO INCLUDE DRIVING IF NECESSARY?

a. DO YOU NED A REASONABLE ACCOMMODATION TO DO THE JOB? _____

2. IF YOU ANSWERED YES TO QUESTION NO. 1a. WHAT IS THE ACCOMMODATION YOU NEED TO DO THE JOB? _____