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**Labor Agreement
Between**

THE BELMONT COUNTY ENGINEER

and

AFSCME

**Ohio Council 8,
AFL-CIO LOCAL #3285**

April 24, 2014 through April 23, 2017

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**ARTICLE 1
PURPOSE OF CONTRACT**

Section 1.1. This Agreement, entered into by the Belmont County Engineer, hereinafter referred to as the “Employer”, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Local # 3285, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 08-REP-02-0636 including:

Drafting Technician I	Highway Worker I
Drafting Technician II	Highway Worker II
Tax Map Clerk I	Mechanic I
Bridge Worker I	Mechanic II
Bridge Worker II	Equipment Operator I
Welder I	Equipment Operator II
Welder II	Auto Body & Equipment Repair Worker
	Clerk
	Sign Worker

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.3. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.3. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent of the normal year shall be excluded from the bargaining unit.

Section 2.4. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

ARTICLE 3 DUES DEDUCTION

Section 3.1. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.2. All deductions provided for in this Article, accompanied by an alphabetical list of all employees, their addresses and social security numbers, for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.7. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual’s dues deductions.

Section 3.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.9. Employees hired after November 1, 1992 who do not become members in good standing of the union, shall pay a fair share fee to the union effective sixty calendar days from the date of hire as a condition of employment. Employees who are members in good standing of the union as of November 1, 1992 and who do not maintain good standing with the union will be subject to the fair share fee.

- A. The fair share amount shall be certified to the county Auditor by the Treasurer of the Local Union.
- B. The deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction.
- C. Payment to the union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Section 3.10 P.E.O.P.L.E. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

ALL PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The staff representative shall be admitted to the Employer's facilities and sites, for the purpose of investigating and processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2. The Employer shall recognize five (5) employees to act as Union stewards listed as follows for the purpose of processing grievances in accordance with the Grievance Procedure.

- A. Local Union President
- B. One (1) at Roscoe Garage and Courthouse
- C. One (1) at Lloydsville
- D. One (1) at Tacoma
- E. One (1) at Neffs

Section 4.3. The Union shall provide to the Employer an official roster of its officers and local Union steward which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

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

Section 4.4. The Union shall investigate and write grievances on non-duty time and/or their authorized break time or lunch time except as defined herein.

The Local Union President or authorized stewards shall be permitted, with the approval of the Engineer, or the Engineer's designee, to utilize up to one (1) hour per day (charged in one-half (1/2) hour increments to a total of five (5) hours per pay period for the investigating and writing of grievances.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (Officer) shall cease Union activities immediately upon the verbal or written request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

Section 4.6. - ADA Compliance The Union and the Employer agree this contract will comply with the provisions of the Americans with Disabilities Act (ADA). Should an employee with a bona fide disability under the ADA make a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Employer will make written notification to the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the accommodation to be made and, to the extent allowed by the affected employee and the law, the nature of the required restrictions. If the Union wishes to discuss the proposed accommodation, it will make a written request of the Employer for a meeting to discuss the proposed accommodation and/or the required restrictions within five (5) working days of the receipt of the Employer's notice. The parties will meet before any accommodation is made. The specific nature of the disability will be discussed with the Employer and with the Union, subject to written authorization of the employee. Prior to any accommodation, the Employee shall provide medical support and documentation for the disability, and the Employer may refer the Employee to a competent physician specializing in the Employee's disability for examination and conformation of the disability and the need for an accommodation. Such examination shall be at the Employer's expense.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Engineer's Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

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

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by applicable law shall remain the function of the Employer.

ARTICLE 6 NO STRIKE / NO LOCKOUT

Section 6.1. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work. Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this section.

Section 6.2. The Employer agrees that neither it, its officers, agents, or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 (B) of this Article.

Section 6.3. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7 PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.1. Neither the Employer nor the Union shall discriminate against any employee on the basis of age, sex, race, color, creed, religious belief, national origin, sexual preference, or disability as defined under the Americans with Disabilities Act.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3. 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.

Section 7.4. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.5. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.6. The Employer and the Union agree that employees shall not suffer sexual harassment at the workplace. The Union can submit a complaint directly to Step 2 of the grievance procedure. Such harassment may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as, but not limited to, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to the conduct is either an explicit or implicit term or condition of employment;
- B. Submission to, rejection of, the conduct is used as the basis for employment decisions affecting the person who did the submission or rejection;
- C. Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not a consenting relationship between adults.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 8.1. No employee shall be reduced in pay, suspended or discharged except for just cause.

Section 8.2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will normally be applied in a corrective, progressive and uniform manner, for related violations.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging for a pre-disciplinary conference. The conference shall be scheduled no earlier than 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party and the charged employee may have his Union

representatives present. Such a conference must be conducted within a reasonable time from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee. An Employee may request and have present, his Union Steward or the Local Union President during the investigation of any alleged incident which may lead to the Employee's suspension or discharge.

The employee shall be notified in writing of the findings of the pre-disciplinary conference within five (5) days. Copy shall be submitted to the Union President. If, as a result of the pre-disciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the neutral party's report. Copy shall be submitted to the Union President.

An employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.

- D. Appeals from either discharge or suspension must be submitted to the Employer in the form of a grievance within ten (10) calendar days of the date of notification, at Step 2 of the grievance procedure.

Section 8.3. Records of suspensions shall cease to have force and effect or be considered in future discipline matters twenty- four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall be on record for eighteen (18) months only. At the request of the employee the Engineer agrees to remove outdated material from the employee's personnel file as stated above.

Section 8.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 8.5. The Employer will make available to the Union, copies of all suspensions, discharges, and pre-disciplinary hearing reports.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee and/or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. Newly hired probationary employees shall not be permitted access to this grievance procedure for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. In the event any grievance which is not appealed by the Union within the time limit

provided, and an extension has not been agreed to, or the grievance is withdrawn, the grievance shall be considered resolved based upon management's last answer, but shall not be considered setting a precedent for future similar cases. If answer is not given by management to a written grievance within the time limits provided and an extension has not been agreed to, the grievance shall be considered as granted, it shall not be considered as setting precedent for future similar cases. At any step in the grievance procedure, the time limit for appeal and answer may be extended in writing by mutual agreement of the parties.

Section 9.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect a fair and equitable resolution of grievances at the earliest step of the procedure possible. In furtherance of this objective, the following procedure shall be followed:

Step 1:

In order for an alleged grievance to receive consideration under this procedure the Union must submit the alleged grievance in writing to the grievant's supervisor within ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days of when the employee should have known of the incident giving rise to the grievance. The supervisor shall have five (5) working days following receipt of the written grievance in which to reply in writing to the grievant.

Step 2:

In the event the grievance is not resolved in Step 1, the grievant and the Union with the appropriate steward, may refer the grievance to the Engineer (or his designee) within five (5) working days after receiving the Step 1 reply. The Engineer (or his designee) shall have five (5) working days in which to schedule a meeting with the grieved employee, the Union President, the Steward that filed the grievance and AFSCME Ohio Council 8 Staff Representative. The Engineer (or his designee) shall respond in writing within fifteen (15) days of the Step 2 hearing.

Mediation Upon mutual agreement of the parties, within seven (7) calendar days of the receipt of the Step 2 decision, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the Engineer and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the parties. Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, the time limits for the grievance procedure shall be suspended until (1) mediation is concluded; or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

Any grievance which has not been satisfactorily settled in the grievance procedure may be submitted by the Union to arbitration for final and binding disposition in accordance with Article 10 of this agreement.

Section 9.4. All grievances must contain the following information to be considered.

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

Section 9.5. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 9.6. Grievances bearing on the interests of a number of employees, shall be reduced to writing on the grievance form and may be introduced at Step 2 of the grievance procedure.

Section 9.7. For purposes of this article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

Section 9.8. The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

Section 9.9. This grievance procedure set forth in this agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre- arbitration settlements reached by the parties consistent with this procedure shall be binding on the employees, the Union and the Employer.

Section 9.10. The Union shall be permitted to have an authorized Union Steward and the Union President at any grievance hearing.

Section 9.11. For grievance hearings scheduled during the grievant's regular scheduled hours of work, the grievant(s) and one (1) representative as per Article 4, Section 4.2 shall not suffer a loss

in pay for straight time hours spent in such hearings. For grievance hearings at the second step, scheduled during the grievant's regularly scheduled hours of work, the grievant(s) and a maximum of two (2) representatives as per Article 4, Section 4.2 and shall not suffer a loss in pay for straight time hours spent in such hearings.

Section 9.12. Grievances may be withdrawn without prejudice by the Union at any time.

ARTICLE 10 ARBITRATION

Section 10.1. Any grievance which has not been satisfactorily settled in the grievance procedure may be submitted by the Union to arbitration for final and binding disposition.

Section 10.2. If the Union appeals a grievance to arbitration, arbitration proceedings shall be initiated within twenty-five (25) working days from the date the written response is received by the Union at Step 2 in the grievance procedure. The arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Service. The Union shall request a panel of arbitrators within twenty (20) working days of giving notice of appeal to the Employer.

Section 10.3. In the event the grievance is not referred to arbitration and proceedings initiated within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply and the Union specifically waives any right to process the grievance to arbitration.

Section 10.4. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator.

Section 10.5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrators jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 10.6. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be as informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and records presented at the

hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement.

Section 10.7. The filing fees and costs of the arbitration shall be borne by the losing party. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

Section 10.8. The arbitrator shall, within thirty (30) calendar days following the hearing, issue an award. The arbitrator shall not have jurisdiction or authority to:

1. review provisions of new contract;
2. nullify, in whole or in part, any provision of this Agreement;
3. add to, detract from or alter in any way, provisions of this Agreement;
4. all provisions of the arbitration shall be consistent with his jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 10.9. For the purposes of this article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

Section 10.10. The time limits established herein may be extended in writing by mutual agreement of the parties.

Section 10.11. The grievant(s) and the Local Union President, and the Steward that filed the grievance shall be permitted to attend arbitration hearings without loss of straight-time pay. All other witnesses requested by the Union shall be granted time off without pay but shall suffer no other loss of benefits. Non-paid union witnesses may request and be granted personal time or vacation to offset any loss of pay.

Section 10.12. Employee witnesses requested by the employer will be granted time off with pay.

ARTICLE 11 BARGAINING UNIT APPLICATION TO CIVIL SERVICE LAW

Section 11.1. No section of the Civil Service laws contained in Ohio Revised Code, Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.1. The Employer and/or his representatives agree to meet at least quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.2. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

Section 12.3. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and,
- F. Consider and discuss health and safety matters relating to employees.

Section 12.4. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.5. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 HEALTH AND SAFETY

Section 13.1. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.2. The Employer agrees to provide safe working conditions, tools, equipment and working methods for his employees and correct all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.3. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.4. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize

the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.5. There shall be established a joint labor-management Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health. The Committee will follow the principles set forth below:

- 1) Meetings will be conducted on a quarterly basis for the sole purpose of discussing accident prevention and health and safety conditions. Meetings may be called on an emergency basis by either labor or management. Upon advance notice to the Employer, the AFSCME Ohio Council 8 Union representative may attend and participate in any meetings.
- 2) Minutes must be approved by both parties. The Employer will provide copies of minutes to committee members and minutes will also be distributed to management and employees.
- 3) Each quarter, the Committee will inspect a County garage to detect unsafe work conditions and make recommendations to the Engineer.
- 4) The Committee shall review accidents within a reasonable time to discuss their causes and prevention.
- 5) This Committee shall meet during regular working hours, and Union members shall receive the regular pay for all time spent on Committee functions.
- 6) The Committee will have access to all injury and illness records maintained by the Engineer for Worker's Compensation purposes, to records of any work place surveys or monitoring for safety or health hazards, to costs of different materials and solutions under consideration and to lists of all chemicals used or present in the work place, their chemical names or identities and appropriate safety data.

Section 13.6. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 3285, the Union Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14 SENIORITY

Section 14.1. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once

continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.3. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

Section 14.4. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.5. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15 PROBATIONARY PERIODS

Section 15.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 15.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period by the Engineer. Also, the promoted employee may return to his former position anytime during the first thirty (30) calendar days of his promotion.

Section 15.3. Employees promoted to positions outside the bargaining unit, but within the agency, shall have their seniority frozen at the level earned prior to the promotion for a period of up to six (6) months. Seniority shall be lost after six (6) months.

Section 15.4. Part time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full time employee.

Section 15.5. In the event an employee within the bargaining unit is awarded a position in a new classification under Article 17 other than the one he currently held, such employee will be considered a newly promoted employee under Section 15.2 and will be governed by the provisions in Section 15.2.

ARTICLE 16 LATERAL TRANSFERS

Section 16.1. An employee may exercise his seniority for the purpose of transferring from one work location to another work location with the same job classification, when an opening occurs, provided he has the ability and qualifications to perform the work required at the work location sought.

Section 16.2. To be eligible for any of the transfers, an employee must submit to the Engineer a written request for such transfer of job assignment during the posting period for the vacancy. Once an employee has been awarded a vacancy as above defined, he may not have another such transfer within a twelve (12) month period from the date of the first transfer.

Section 16.3. A Lateral Transfer shall take precedent over the promotional procedure outlined in Article 17.

Section 16.4. In the event an employee requests a lateral transfer under Article 16 after a job opening is posted under Article 17, any subsequent openings which result due to the granting of the lateral transfer will have a posting period of five (5) working days until the opening is finally filled.

ARTICLE 17 POSTING OF JOB OPENINGS

Section 17.1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligible list shall be filled in accordance with this Article.

Section 17.2. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posted date or who do not meet the minimum qualifications for the job.

Section 17.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, up to thirty (30) calendar days, at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 17.4. All timely-filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical capability. Physical ability is used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual

(as defined by ADA) who can with reasonable accommodation perform said job. Where more than one applicant is deemed qualified and where qualifications of those applicants are relatively equal, then the appointment will be made on department seniority.

Section 17.5. Once the determination has been made, the Employer agrees to post the selection, if any, within five (5) working days. The Employer shall fill any such vacancy within ten (10) working days after posting the selection. Such posting shall include the names of all bidders and shall be posted in all County garages. The Employer may cancel a job posting at any time prior to the time it posts the name of the successful bidder.

Section 17.6. Bids shall be submitted to the Engineer's designee on a form to be provided by the Employer, consisting of three (3) copies. Two copies are for the use of the employee, one copy may be submitted by the employee to the Union, and one copy shall be retained by the employee. The Employer's copy shall be kept confidential until the job posting expires.

Section 17.7. An employee who desires to be considered for vacancies covered under this article, which becomes available during the employee's vacation or leave of absence, shall notify the Employer of his desire in writing before he leaves for vacation or leave of absence.

Section 17.8. The Employer shall provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

Section 17.9. Should the Employer determine that informal on the job training as provided in Section 17.8 is not producing a sufficient number of employees qualified and available for temporary and/or permanent assignment to a job, the following training procedure will be initiated:

- A. A training opportunity will be posted for ten (10) working days.
- B. Based on greatest departmental seniority, the senior bidder in the next lower job class will be trained.
- C. If no employees have bid, then the employee in the department with the least departmental seniority working in the road or bridge department will be assigned to the training vacancy, or the job may be re-bid at the Employer's discretion.

Section 17.10. In order that employees may be trained and qualified for promotion the following procedures shall be used and applied in all instances of training as outlined in Section 17.9 above.

- (A) No later than thirty (30) days from the signing of this Agreement, a joint Labor/Management Committee, consisting of two (2) bargaining unit employees from the appropriate classifications, two (2) supervisors from the appropriate department involved and the Engineer's designee, and one (1) local Union Representative shall be formed for the purpose of evaluating individual performance in each training period. This committee shall be charged with recording the amount of time on each training period, determining areas of deficiencies, recommending remedial training in those areas of deficiency and

recommending to the Engineer when a candidate is considered to be qualified, based upon the criteria outlined below.

The committee shall review the list of employees requesting training. An employee who is awarded a training opportunity bid shall be notified within thirty (30) days of the initial request when the training will start. The length of the training period shall be determined by the committee.

- (B) The Committee as outlined in (A) above, shall determine the appropriate time period necessary to qualify for the Bridge Worker II and Operator I and II Classifications. Each trainee shall be obligated to fulfill the time frames as determined by the Committee and shall not be considered qualified until such time as the applicable training period has been completed and/or the Committee certifies such qualifications to the Engineer.
- (C) An employee in a training opportunity shall be evaluated by the Committee on a biweekly basis and a written progress report shall be given to the employee and the Union. Such report shall contain the number of hours in training for the period, the nature of any specific training (e.g. which machines were operated; skills, (i.e. welding, painting, etc.) and any recommendation of the Committee.
- (D) For the purposes of this Article, all time spent either working out of classification, or in an actual training situation, formal or informal, shall be considered as hours in the instances of working above classification, toward qualification as outlined in subsection (B) above, except that, only hours actually operating a machine shall be counted as qualifying time.
- (E) An employee in a training opportunity shall be compensated in accordance with historical practices for informal training; in accordance with the provisions of this agreement when working out of classification and in the circumstances of a formal training opportunity, except in situations of "Double Manning", (i.e. an operator in attendance while the trainee is performing the function of operating the machinery.) at one-half (50%) of the difference in pay rate between the employee's normal classifications and the classification for which he is being trained so long as this does not result in a loss of pay for the employee. (i.e. a Highway Worker II (\$11.90) is in a formal training opportunity for Operator I (\$12.35) the HW II would be compensated at the rate of \$12.13 per hour (e.g. $\$11.90 - \$12.35 = .45/2 = .23 + \$11.90 = \12.13). This "training rate" should apply for those hours actually involved in the operation of the equipment.
- (F) An employee shall be considered qualified, by the Employer, for a position when, in the Committee's evaluation, confirmed by the Engineer, he can perform the function of the position which no more supervision than is normally necessary for any other employee in the classification, and when the employee has met the time obligation outlined above in Section (B).
- (G) The committee shall meet quarterly to discuss upcoming training opportunities and any other matter pertaining to ongoing training as defined in this Article.

- (H) When a permanent vacancy exists in any other classification other than those classifications listed above (e.g. Welder, Auto Mechanic, Auto Body Repair, etc.) a candidate shall be considered for promotion based upon experience, known skills, qualifications or demonstration of necessary skills of any documentation presented to the Employer to demonstrate those factors. All time spent working on these classifications prior to the promotional opportunity shall be documented and counted as training as outlined in Section (B) through (D) above. When the requirements outlined above are met, employees shall be promoted on a trial basis to the posted position and compensated at the rate of pay for such position, most senior qualified employee first. The employee shall be given a trial period of sixty (60) days in which to demonstrate their ability to perform the function of the position and shall be considered qualified for the position when he/she can perform the functions of the position with no more supervision than is normally necessary for other employees of equal experience with the classification.

ARTICLE 18 TEMPORARY VACANCIES

Section 18.1. Employees temporarily transferred to a higher hourly rated job shall be paid at the higher rate for the entire shift in which the employee performed the higher rated job.

Section 18.2. Day to day temporary vacancies occurring within the garage shall be filled by offering the position to the senior qualified employee in a lower job class and assigned to the garage where the vacancy exists. In the event the senior qualified employee, and less senior qualified employees assigned to the garage where the temporary vacancy exists, waive the opportunity to fill such temporary vacancy, the least senior qualified employee in the garage where the vacancy exists, must accept the temporary vacancy.

Section 18.3. Temporary vacancies of more than one day and which are known to exist prior to the scheduling of the work force shall be filled by offering the position to the senior qualified employee in a lower job class, and successively less senior qualified employees in lower job classes assigned to the garage where the temporary vacancy exists. In the event the senior qualified employee and successively less senior qualified employees assigned to the garage where the temporary vacancy exists waive the opportunity to fill such vacancy, the least senior qualified employee assigned to the garage where the vacancy exists must accept the temporary vacancy.

Section 18.4. For purposes of this article, excluding Highway Worker II operating front end loader to load cinders in trucks, a Bridge Worker I and/or Highway Worker II shall be considered to be performing a higher rated job when towing a trailer, operating a winch truck to load ties, and a backhoe and front end loader to dig and move dirt, stone or the like. A Highway Worker II shall be considered to be performing a higher rated job when he operates a front end loader to clean ditches and when he operates a roller to roll road materials on county highways.

Section 18.5 Flagging Supervisors will assign flagging to the least senior employee(s) if more senior employee(s) do not volunteer.

ARTICLE 19 LAYOFF AND RECALL

Section 19.1. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short- term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 19.2. The Employer shall determine in which classification(s) and which work location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified and immediately capable of performing the available work.
- B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 19.3. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section 19.4. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 19.5. In the case of long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 19.6. The Employer agrees there will be no new hires in any classification where there is a recall list.

**ARTICLE 20
BARGAINING UNIT WORK**

Section 20.1. Supervisors shall not perform work normally performed by bargaining unit employees that would result in the lay-off or a two (2) hour or more displacement of bargaining unit employees. Furthermore, in overtime incidents, supervisors shall not perform bargaining unit work except in emergency situations requiring only the attention of the supervisor.

**ARTICLE 21
CALL-IN PAY**

Section 21.1. An employee who is called into work and who reports for work during hours outside his regularly scheduled shift which hours will not abut his regularly scheduled shift hours, shall receive two (2) hours pay at the appropriate rate for such work performed. Only hours actually worked (with a minimum of 2 hours) under this section will be included in determining hours worked for overtime purposes.

In the event an employee is called-in to work during hours outside their shift and is required to actually work two (2) hours or more (the minimum call-in pay above) or hours that abut the employee's regularly scheduled shift, the employee's start time shall begin thirty (30) minutes prior to the time that the supervisor is notified of the employee's arrival. Employees are expected to promptly arrive to work following the call-in.

**ARTICLE 22
PAY PERIODS & PAYCHECKS**

Section 22.1. There will normally be twenty-six pay periods of each calendar year. The Engineer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule. In the event of emergency conditions the Engineer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

**ARTICLE 23
WASH-UP TIME**

Section 23.1. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

**ARTICLE 24
BULLETIN BOARDS**

Section 24.1. The Engineer agrees to allow space on the bulletin boards now existing at the Courthouse, Roscoe garage, Lloydsville, Tacoma and Neffs locations for the use of the Union. The

Engineer will permit the Union use of said bulletin boards, however the Engineer shall not be obligated to purchase bulletin boards for the Union's use.

Section 24.2. All Union notices which appear on the bulletin boards shall be posted and removed 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:

- A. union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of non-political standing committees and independent non-political arms of the Union; and,
- G. publications, rulings of policies of the Union.

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

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 25 HOURS OF WORK AND OVERTIME

Section 25.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 25.2. The normal work week for courthouse employees covered by this Agreement shall be thirty-five (35) hours, exclusive of a one (1) hour lunch period, and for road and bridge employees forty (40) hours, exclusive of a one-half (1/2) hour lunch period. The work week shall be computed between 12:01 A.M. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees who work thirty-five (35) or more hours in their normal workweek shall be considered full-time employees for the purpose of this Agreement. The normal work day shall commence at 7:00 A.M. and end at 3:30 P.M. for the road and bridge crew and commence at 8:30 A.M. and end at 4:30 P.M. for the courthouse employees. The Employer shall give thirty (30) days notification to the Union prior to changing the normal work day and shall meet with the Union to discuss such changes unless circumstances beyond the Employer's control prevent such notification.

Section 25.3. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in Section 25.2 above or more than eight (8) hours in any twenty-four (24) hour period, he shall be paid overtime pay for such time over forty (40) hours or over eight (8) hours at one and one-half (1-1/2) times his regular rate of pay. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article or Agreement.

Section 25.4. Emergency overtime call out. Emergencies occurring between the hours of 3:30 p.m. and 7:00 a.m. requiring the employer's immediate attention, such as inclement weather, snow and ice control, floods and other conditions which in the Employer's judgment jeopardize public safety, affect the employer's operation, or are considered public hazards by the employer, and such emergency requires calling out employees for overtime work, such overtime will be distributed to employees normally assigned to perform such work, and who are assigned to the county garage nearest the emergency.

After the above-procedure has been followed and additional employees are needed for the overtime work, employees of the bridge crew who are qualified by job description to perform the work, and qualified employees who have signed the overtime volunteer list will be called in order of their seniority by rotation. Employees on sick leave or vacation on the day of the emergency overtime call out and who perform the overtime work shall be paid at the overtime rate in addition to sick leave or vacation taken.

- A. In the event an insufficient number of employees from the above procedure are not available for the overtime work, the least senior employee(s) within the classification must accept the overtime as mandatory overtime.

Section 25.5. Incidental overtime-Continuation of work shift. Incidental overtime opportunities shall be assigned to the needed employees who have signed the overtime volunteer list and who are working at the site and on the crew where the overtime need exists. In the event no employees at the site and on the crew where the overtime need exists have signed the overtime volunteer list, the least senior qualified employee must accept the overtime.

Section 25.6. Incidental overtime-Call out. The employer shall make an earnest effort to distribute overtime on an equitable basis by seniority and rotation at each garage having responsibility for the

area where the overtime work is required. Employees who are called out to work for incidental overtime shall be called in order of seniority within the classification needed to perform the work. Employees who are called and who for any reason refuse or fail to work such overtime, shall be recorded as having worked for purposes of subsequent overtime distribution.

The employer shall maintain a weekly record of overtime work and such record shall be posted at each county garage for all employees' inspection. The union shall have copies of the overtime list upon request.

In the event an insufficient number of employees from the incidental overtime-call out list are not available for the over time work, the least senior employee(s) within the classification must accept the overtime as mandatory overtime.

Section 25.7. Voluntary Overtime List. Twice each year, on January 1 and July 1, employees may sign a list indicating a willingness to work overtime. Signing the list shall make an employee eligible for overtime calls as outlined in this paragraph. Employees who do not sign the voluntary overtime list shall not be placed on an overtime list and shall not be called out to perform overtime work. Employees called from such voluntary overtime list shall be placed at the bottom of such list and rotated until all employees on the list have had an opportunity for overtime work.

Section 25.8. Rest period. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift, and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and in such manner the does not interfere with the efficiency or productivity of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period; therefore, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be accumulative if not taken.

Section 25.9. Meal allowance. At the completion of the tenth (10th) consecutive hour of work an employee will be eligible for a meal allowance as follows: effective April 24, 2013; eight dollars and twenty five cents (\$8.25); effective April 24, 2016, eight dollars and fifty cents (\$8.50) and shall receive a (30) minute unpaid meal break.

Section 25.10 Afternoon Shifts With thirty days advance notice, the Employer may establish an afternoon shift. Generally, the afternoon shift shall be Monday through Friday from 3:30 p.m. to 12:00 a.m. (midnight) during the winter season. Employees scheduled to work the afternoon shift shall receive a shift differential of \$2.00/hr. for all hours actually worked during the hours of their scheduled afternoon shift, 3:30 p.m. to 12:00 a.m. (midnight). Employees will not be eligible to receive a shift differential if they are not scheduled to work and do not actually work during the hours of 3:30 p.m. to 12:00 a.m. (midnight). Employees scheduled to work the afternoon shift shall receive the \$2.00/hr shift differential for all hours worked abutting 3:30 p.m. to 12:00 a.m., the hours of the afternoon shift, at the appropriate rate. Employees called-in to work outside their regularly scheduled call-in period shall not be eligible for the shift differential.

Each employee in the appropriate classification from each garage will be required to work at least 1 two-week period on the afternoon shift. At the time the Employer provides thirty (30) days notice of the start of the afternoon shift, a calendar shall be posted in each garage for bargaining unit employees to sign up. Employees in each garage shall be permitted to sign up for their two-week period based upon seniority with the most senior person selecting first.

If, after each employee in each garage signs up for at least 1 two-week period, additional two-week periods remain unfilled, the Employer shall request volunteers based upon seniority for the remaining two-week shifts. If no one volunteers, the least senior employees in each garage will be required to work the remaining two-week shifts.

Employees will not be eligible or required to work afternoon shifts until they have worked thirty (30) calendar days for the Employer.

ARTICLE 26 LEAVES OF ABSENCE

Section 26.1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave: A physically incapacitated employee may request a disability leave. A disability leave may be granted up to six (6) months, when the disability continues beyond accumulated sick leave rights and provided the employee is:
1. hospitalized or institutionalized;
 2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
 3. is declared incapacitated for the performance of the duties of his position by a licensed physician.

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

- B. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of one (1) month for any personal reasons of the employee. Such a leave may not be renewed or extended beyond one (1) month.

Section 26.2. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 26.3. Sick Leave Credit and Vacation Credit During Leave. An employee on leave of absence without pay does not earn sick leave or earn vacation.

Section 26.4. Abuse of Leave. If a leave of absence is granted for specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 26.5. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the schedule expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 26.6. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other Reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Employees shall be entitled to receive both, their regular rate of pay and military pay for the purpose of complying with this Section. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision shall be one hundred seventy-six (176) hours.

Employees who are members of those components listed in the paragraph above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 26.7. Jury Duty. Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by the United States or Ohio Courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours after being given a reasonable time to change clothes in order to prepare for work duties.

Section 26.8. Family and Medical Leave. Employees of the Engineer Department who have attained one (1) year service and has accumulated 1,250 hours over the past twelve months prior to the date of requested leave will be granted family and medical leave of a maximum of 12 weeks unpaid for the following purposes:

- A. To care for the employee's child after birth, or placement for adoption or foster care.

- B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- C. For a serious health condition that results in the employee's inability to perform his/her job.

Employees requesting family and medical leave which involves serious health condition as defined in B and C above will be required to obtain medical certification from the attending physician verifying the condition and the employee's inability to work. At the employer's discretion, a second or third opinion may be required at the employer's expense for C above.

Employees may take accumulated sick leave prior to being placed on unpaid status. In no event, shall such leave extend beyond a total of twelve (12) weeks. Employees may elect to receive sick leave and/or vacation pay intermittently during the twelve (12) week leave. In order for such leave to have a minimum effect on the department's efficiency and orderly operation, an advance notice of thirty (30) days must be given unless due to unforeseeable circumstances, such notice is impossible.

In the event a family medical leave is taken due to an employee's serious health problem, a fitness for duty report must be submitted to the Engineer from the employee's attending physician prior to the employee's return to work.

Employee's granted family and medical leave shall continue to be covered under the county's group health plan with the Engineer continuing to pay its share of the group health plan cost. The affected employee shall be responsible to pay for his/her share of the group health plan premium.

ARTICLE 27 SICK LEAVE

Section 27.1. 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 vacation, overtime and sick leave, but not during a leave of absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 27.2. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 26.1 of this Agreement.

Section 27.3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one half (1/2) hour. It is understood that the operation of the department will not be reasonably disrupted in any manner as a result of Medical/Dental appointments. Employees shall attempt to schedule Medical/Dental appointments during non-working hours. 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 eight (8) hour work day or forty (40) hour work week earnings for road and bridge crews, seven (7) hours work day or thirty five (35) hour work week earnings for office employees.

Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 27.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Engineer and for the following reasons:
1. illness or injury of the employee or a member of his immediate family;
 2. medical, dental or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
 3. if a member of the immediate family is afflicted with a contagious disease or 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;
 4. pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 27.5. Evidence Required for Sick Leave Usage. The Engineer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor's certificate shall be required.

Section 27.6. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 27.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 27.8. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Engineer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Engineer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 27.9. Physician's Examination. The Engineer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 27.10. Personal Days. All employees shall be entitled to five (5) personal days per payroll year. Such personal days are non-accumulative and, if taken, shall be subtracted from the employee's previously earned sick leave accumulation and shall be in accordance with the following conditions:

1. Employees applying for Personal Days must have sufficient sick leave accumulated for the number of days requested and such Personal Days shall be subtracted from the Employee's sick leave accumulation.
2. Personal Days shall be taken in no less than four (4) hours, and no more than forty (40) hours for road and bridge crew employees and thirty-five (35) hours for courthouse Employees, provided that the Employee meets the qualifications of 1 above.

Section 27.11. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 27.12. Bereavement Leave In the event of death of a member of an employee's immediate family, as defined, under Section 27.4 (B) of this Article, the employee shall be entitled to three (3) days paid leave for bereavement. Such days shall not be charged to an employee's accumulated sick leave.

ARTICLE 28 MATERNITY LEAVE

Section 28.1. Upon request to the Employer, which is supported by satisfactory medical evidence, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article.

Section 28.2. Should the maternity leave of absence without pay exceed (6) months the employee may request and be granted a disability leave. If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order in writing, that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee.

**ARTICLE 29
UNION LEAVE**

Section 29.1. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 30
HOLIDAYS**

Section 30.1. All employees in the bargaining unit shall be entitled to the following paid holidays.

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4th day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veteran's Day	(11th day of November)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(Day after Thanksgiving)
Christmas Eve	(24th day of December)
Christmas Day	(25th day of December)

Section 30.2. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 30.3. An employee who does not work on a recognized holiday shall receive their regular hours straight time pay at their regular rate of pay for the holidays observed on their day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday, except the fourth Thursday in November (Thanksgiving), December 25 and January 1, shall receive their regular hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday. All employees who work on the fourth Thursday in November (Thanksgiving), December 25 and January 1 shall receive their regular holiday pay in addition to double their regular rate of pay for all hours worked on the fourth Thursday in November, December 25, and/or January 1. In order to receive double time payment, the work must occur on the fourth Thursday of November (Thanksgiving), December 25 and/or January 1, not the day on which the holiday is recognized in the event it falls on a Saturday or Sunday.

Section 30.4. Any employee who is not in active pay status on both the scheduled day prior to and the scheduled day following a holiday shall not be paid for that holiday.

**ARTICLE 31
VACATIONS**

Section 31.1. Full-time employees of the bargaining unit 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 maintaining an active pay status or on workers compensation leave from an injury received while working for the employer. Employees on a approved unpaid leave of absence shall not incur a break of seniority however, while on such leave employee shall not accrue vacation time.

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>	
	<u>OFFICE</u>	<u>ROAD & BRIDGE</u>
less than 1 year	none	none
1 year but less than 5 years	70	80
5 years but less than 13 years	105	120
13 years but less than 20 years	140	160
20 years or more	175	200

Section 31.2. Vacation is credited each bi-weekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
	<u>OFFICE EMPLOYEES</u>
70 hours	2.7 hours
105 hours	4.0 hours
140 hours	5.4 hours
175 hours	6.7 hours
	<u>ROAD & BRIDGE</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 31.3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the County.

Section 31.4. Vacations will be scheduled in accordance with the workload requirements of the individual work units. All vacation dates are subject to the prior approval of the Engineer or his designee.

Section 31.5. Request for vacation will be submitted during the month of March of each calendar year. When two or more employees request the same vacation leave period the request of the senior employee will be granted and the less senior employee will be required to request an alternate period.

Vacation requests received after March will be granted, based upon workload requirements and determined by the first submitted request. If two or more employees submit their request on the same day, the determining factor will be seniority.

The parties recognize that the Engineer has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time.

In case of an emergency the Engineer reserves the right to cancel any employee's vacation and require him/her to return to work immediately upon notification.

Section 31.6. Vacations requests of more than one (1) day shall be made two (2) days in advance of taking such leave unless circumstances would prevent the employee from giving such advance notice.

Requests for vacation of one (1) day or less shall be submitted to an employee's immediate supervisor no later than one-half (½) hour prior to an employee's scheduled starting time.

Section 31.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, the employee may elect to accumulate vacation from year to year. Such accumulation of vacation shall be limited to a maximum of three (3) years.

ARTICLE 32 INSURANCE

Section 32.1. Effective June 1, of each year and continuous to May 30, of the following year, and during the term of this agreement, employees shall be offered the same health insurance benefits/plan options as all other Belmont County non-bargaining unit employees as established by the Board of County Commissioners. Any change in employee's premium costs resulting in improvement, or additions to employee's benefits shall be administered in accordance with the terms set forth by the Belmont County Board of Commissioners. The Employer shall meet and discuss any such additions, improvements, or changes made to the employee's benefits prior to any implementation.

Section 32.2. Bargaining unit employees shall be required to pay the same monthly health insurance premium contribution as all other County non-bargaining unit employees of Belmont County electing coverage on the County's health insurance plan. Bargaining unit employees will be

eligible to receive County prescription coverage the same as all other County non-bargaining employees electing prescription coverage.

Section 32.3. The employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract.

Section 32.4. For each month that an employee is in active pay status, the employer shall pay its share of the premium for that month. However, the employer shall not be liable and will not pay for any portion of any monthly premiums ninety (90) calendar days after an employee is not in active pay status for any reasons. At such time the employer ceases premium payment, the employee shall assume responsibility to pay the entire monthly premium costs for all medical and hospitalization benefits, providing such employee elects to continue coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Section 32.5. Any employee who is covered under a spouse hospitalization insurance plan, CHAMPUS, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage he/she will be awarded a yearly allotment in an amount determined by the Belmont County Board of County Commissioners. The annual allotment will be provided to employees electing to waive coverage in quarterly allotments. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective. Such proof of other hospitalization must be submitted during each open enrollment period.

Section 32.6. For the duration of this Agreement the Employer will contribute the following amounts to the Ohio AFSCME Care Plan for Dental Level II on behalf of each bargaining unit employee for the listed benefits under the Plan:

- (A) Effective upon signing and each month for the duration of this Agreement the sum of thirty-four (\$34.00) per month per each bargaining unit employee for Dental Level II.

ARTICLE 33 LIABILITY INSURANCE

Section 33.1. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance policy.

ARTICLE 34 RETIREMENT PAY

Section 34.1. - Retirement

- A. Employees having a minimum of ten (10) years service in public employment or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, receive a lump sum payment for fifty percent (50%) of accrued but unused sick leave to a maximum amount of fifty per cent (50%) of one hundred and twenty (120) days.

- B. Additionally, Employees electing to retire under the provisions of this Section 34.1 shall receive payment for any and all accrued vacation leave to a maximum amount of three (3) years accrual at the rate as determined in Article 31 above.

Section 34.2. - Separation from Employment Employees separated from employment for any reason other than retirement shall, at the time of separation be entitled to a lump sum payment for all accrued but unused vacation hours to the maximum amounts outlined in Section 34.1 above. Payment of accrued but unused sick leave shall be made to Employees should they become disabled or laid off for a period extending beyond eighteen (18) months.

Section 34.3. - Death Benefit In the event of an Employee's death and regardless of an Employee's years of service, the amounts of sick leave and vacation leave outlined in Section 34.1 A and B shall be paid to the Employee's spouse or estate if there is no surviving spouse.

Section 34.4. - Conversion of Sick Leave/Vacation Leave

- A. In lieu of a portion of the maximum severance pay allowable in Section 34.1 of this Article, Employees with seventeen (17) years of PERS credit may request to convert the vacation and sick leave hours they accumulate each year to paid wages. The conversion shall be limited to a maximum of two hundred (200) hours of vacation leave per year and one hundred twenty (120) hours of sick leave per year for a maximum of three (3) years.
- B. Conversion of such leave shall be limited to a maximum of one hundred twenty (120) hours of sick leave per year and a maximum of two hundred (200) hours of vacation leave per year.
- C. Sick leave hours converted in this manner shall be deducted on an hour for hour basis from the total number of severance hours outlined in Section 34.1 A above.
- D. Use of sick leave during this conversion period shall result in non-conversion of the amount of sick leave use on an hour for hour basis, except that, the use of sick leave in amounts of more than three (3) consecutive work days or for a purpose as defined under the Family and Medical Leave Act and as outlined in Article 26.8 above shall not be subject to this provision. Such use may require satisfactory medical documentation for the usage of such leave. The use of Personal Days shall not affect the Employee's conversion of sick leave.
- E. Employees wishing to participate in this conversion shall submit a letter of intent to the Employer with the date of retirement confirmed and the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and a year shall include twenty-six (26) pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstance may the Employee participate in this conversion program more than once during the duration of employment. However, should an Employee elect not to retire, the Employee may stop the conversion no sooner than the end of the current twelve (12) month period and may at another time elect to begin the conversion for the balance of the three (3) year period.

- F. Employees may elect to convert only one (1) or two (2) years of accumulation in the same manner.
- G. The converted amounts shall be paid to the Employee on the last pay period of each period of participation and the rate of compensation shall be at the Employee's then current hourly rate of pay.
- H. Should the provisions of the Article 34 be found to be contrary to law of PERS rule, the Employer and Union shall be held harmless for any and all liabilities which may occur as a result of any changes. Additionally, the parties shall meet in accordance with Article 36 of this Agreement and attempt to negotiate a legal alternative to this provision.

**ARTICLE 35
WAGES**

Section 35.1.

Effective April 20, 2014, employees shall receive a two and one-half percent (2.5%) wage increase.
 Effective April 19, 2015 employees shall receive a two and one-half percent (2.5%) wage increase.
 Effective April 17, 2016, employees shall receive a two and a half percent (2.5%) wage increase.

The following hourly wage rates shall be applicable on the effective dates as indicated below for each bargaining unit employee occupying one of the classifications as listed herein:

EFFECTIVE: April 20, 2014

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Auto Body and Equipment Repair Worker	\$21.67
Bridge Worker I	\$20.28
Bridge Worker II	\$21.01
Clerk	\$21.51
Drafting Technician I	\$19.43
Drafting Technician II	\$20.24
Equipment Operator I	\$21.01
Equipment Operator II	\$21.27
Highway Worker I	\$18.09
Highway Worker II	\$20.28
Mechanic I	\$20.48
Mechanic II	\$21.67
Sign Worker	\$20.92
Tax Map Clerk I	\$22.95
Welder I	\$20.48
Welder II	\$22.37

EFFECTIVE: April 19, 2015

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Auto Body and Equipment Repair Worker	\$22.21
Bridge Worker I	\$20.79
Bridge Worker II	\$21.54
Clerk	\$22.05
Drafting Technician I	\$19.92
Drafting Technician II	\$20.75
Equipment Operator I	\$21.54
Equipment Operator II	\$21.80
Highway Worker I	\$18.54
Highway Worker II	\$20.79
Mechanic I	\$20.99
Mechanic II	\$22.21
Sign Worker	\$21.44
Tax Map Clerk I	\$23.52
Welder I	\$20.99
Welder II	\$22.93

EFFECTIVE: April 17, 2016

<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
Auto Body and Equipment Repair Worker	\$22.77
Bridge Worker I	\$21.31
Bridge Worker II	\$22.08
Clerk	\$22.60
Drafting Technician I	\$20.42
Drafting Technician II	\$21.27
Equipment Operator I	\$22.08
Equipment Operator II	\$22.35
Highway Worker I	\$19.01
Highway Worker II	\$21.31
Mechanic I	\$21.52
Mechanic II	\$22.77
Sign Worker	\$21.98
Tax Map Clerk I	\$24.11
Welder I	\$21.51
Welder II	\$23.50

Section 35.2 Boot Allowance —Bargaining unit employees working on the Bridge Crew only shall receive up to \$50.00 annually, with receipt(s) for the purchase of boots.

**ARTICLE 36
SEVERABILITY CLAUSE**

Section 36.1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 36.2. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

**ARTICLE 37
WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Belmont County Engineer, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 37.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 38
DRUG AND ALCOHOL TESTING PROGRAM**

Section 38.1. Compliance The Union and the Employer agree that the Engineer and its Employees have the responsibility to comply with the Department of Transportation Federal Highway Administration (FHWA) regulations effective March 17, 1994. These regulations, 49 CFR Part 40, require drivers of commercial motor vehicles requiring a Commercial Drivers License (CDL) to have an anti-alcohol and drug testing program for these positions which require a CDL for the performance of their duties as covered by The Omnibus Transportation Employee Testing Act of 1991 and its subsequent revisions and amendments requiring alcohol and drug testing of employees in safety sensitive positions.

Section 38.2. Basic Requirements In accordance with the regulations set forth under the Department of Transportation Federal Highway Administration, the Employer is required to test employees in transportation who drive commercial motor vehicles requiring a CDL to operate for the presence of alcohol and prohibited drugs and provide an Employee Assistance Program.

“Prohibited drugs” mean any of the following substances specified in Schedule I or Schedule II of the Controlled Substance Act: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). The testing is conducted through analysis of a covered employees’ urine.

Section 38.3. Anti-Drug Plan The Employer is required to maintain and follow a written anti-drug plan. The Belmont County Engineer Department Anti-Drug and Alcohol Plan is designed to comply with all the methods and procedures required in 49 CFR 40.

ARTICLE 39 COMMERCIAL DRIVERS LICENSE

Section 39.1. Employees presently employed with the Belmont County Engineer Department and who are required to have Commercial Drivers License (CDL) shall be reimbursed for the cost of renewing such license. Newly hired personnel shall be required to have a Commercial Drivers License in order to be considered qualified for employment with the exception of those classifications not requiring CDL in the performance of their work.

ARTICLE 40 EMPLOYEE ASSISTANCE PROGRAM

Section 40.1. The Employer shall have available to all Employees a certified Employee Assistance Program Counselor.

Confidentiality of employees who voluntarily or by referral use the services of the EAP will be strictly maintained by the parties.

ARTICLE 41 DURATION OF AGREEMENT

Section 41.1. This Agreement shall be effective April 24, 2014, and shall remain in full force and effect until midnight April 23, 2017.

Section 41.2. If either party desires to modify or and 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. The parties shall commence negotiations upon receiving notice of intent.

Section 41.3. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 41.1 above.

Section 41.4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union for the life of this Agreement, each voluntarily

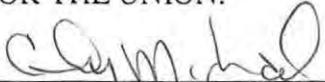
and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement,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

Section 41.5. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

Executed at St. Clairsville, Ohio this 9th day of April, 2014.

FOR THE UNION:


Cindy Michael, AFSCME Staff Rep.


Steven Clark, President Local #3285


David Fisher, Vice-President


Keith Luyster, Secretary-Treasurer

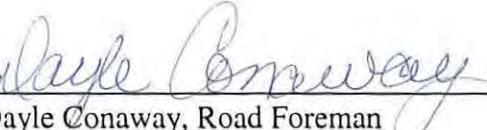
Approved as to Form:

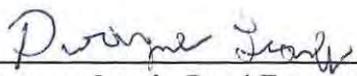

Daniel P. Fry, Prosecuting Attorney

FOR THE EMPLOYER:


Fred F. Bennett, P.E., P.S., County Engineer

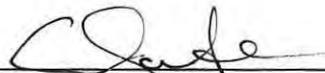

Shereza O'Hara, Accounts Clerk


Dayle Conaway, Road Foreman


Dwayne Leach, Road Foreman

Belmont County Commissioners


Matt Coffland, President


Ginny Favede


Mark A. Thomas