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**AGREEMENT BETWEEN**

**THE DEFIANCE COUNTY ENGINEER**

**AND**

**LOCAL NO. 3137, OHIO COUNCIL 8,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) AFL-CIO**



**MARCH 1, 2014 UNTIL MIDNIGHT, MARCH 1, 2017**

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## ***ARTICLE I***

### **PURPOSE**

**SECTION 1.1.** This Agreement, entered into between the Defiance County Engineer, Defiance County Ohio, hereinafter referred to as the Employer; and Local 3137, Ohio Council 8, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County.
- D. To assure the effectiveness of services by providing an opportunity for employees to meet with the administration either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- E. To ensure the right of every employee to fair and impartial treatment.
- F. To provide an opportunity for the Union and the Administration to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

## ***ARTICLE 2***

### **MANAGEMENT RIGHTS**

**SECTION 2.1.** Except insofar as this Agreement expressly provides otherwise, the Employer reserves and retains solely and exclusively each of its statutory and common law rights express and inherent, unless modified by this Agreement - to operate, manage, and direct the office of the Defiance County Engineer (herein referred to as "Employer"). Such rights shall include, but are not limited to, the following:

- A. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as functions, services and programs of the Employer, its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Employer;
- B. To hire, appoint, evaluate, promote, assign, schedule, reschedule, transfer, layoff, train, re-train, suspend, demote, discipline for just cause, remove, dismiss, retain, or reinstate employees;

- C. To devise and conduct examinations to determine who is most qualified in making original or promotional appointments;
- D. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which the Employer's operations shall be carried out,
- E. To maintain or increase the efficiency and/or effectiveness of the Employer's services; to relieve employees from their duties or abolish positions because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of the Employer's services; and to schedule overtime; and
- F. To take any action deemed necessary to carry out the functions, services, and programs of the Employer in an emergency.

**SECTION 2.2.** Notwithstanding Section 4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects - including but not limited to, enumerated above - reserved to and retained by the Employer under this Article.

### *ARTICLE 3*

#### **UNION RECOGNITION**

**SECTION 3.1.** The Defiance County Engineer hereby agrees to recognize Local 3137, of Ohio Council 8, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, benefits and other terms and conditions of employment for all employees in the established bargaining unit.

Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals who have successfully completed their probation period and are employed full-time in and holding one of the classifications listed in Article 35 of this Agreement.

**SECTION 3.2.** Notwithstanding, the provision of this Article, management, confidential, professional, supervisory, part-time, temporary, casual, seasonal, fiduciary and employees in the unclassified service and all other employees excluded by ORC 4117, shall not be included in the bargaining unit.

**SECTION 3.3.** In the event there is a title change of any job in the bargaining unit or if a position in the bargaining unit is reallocated bringing about a new job class, or in the event a new job class is otherwise established, it is agreed between the parties that negotiations shall take place to determine whether or not the job class shall be included in the appropriate bargaining unit. If an agreement cannot be reached between the parties, a request may be submitted directly to the State Employment Relations Board for unit clarification.

## ***ARTICLE 4***

### **CHECKOFF**

**SECTION 4.1.** The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probation period.

**SECTION 4.2.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee.

The signed payroll deduction form must be presented to the Employer by the employee and/or Treasurer of the Local Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

**SECTION 4.3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**SECTION 4.4.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization by the employee in writing to the Engineer.

**SECTION 4.5.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**SECTION 4.6.** It is agreed 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 error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**SECTION 4.7.** The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in the of dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

**SECTION 4.8.** Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of

the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member in any one (1) calendar month.

**SECTION 4.9.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies, in writing, that dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and a copy of the written revocation shall be forwarded to the Union. All dues deduction, at the Employer's option upon ten (10) days written notice by certified mail to the union, may be canceled upon the termination date of this Agreement.

All dues deductions for any month in which Union members individually or collectively engage in a strike, may be canceled at the Employer's option upon twenty-four (24) hours notice to the Union.

It is agreed that the Union representative will be given an opportunity to meet with the Employer or his/her representative prior to the exercise of the Employer's option to cancel payroll deduction of dues as outlined in this Section.

**SECTION 4.10.** Upon execution of this Agreement, provided the Union has a membership majority of fifty-one percent (51%) or more, each non-probationary employee who is not a member of the Union shall be required as a condition of employment to pay the Union a Fair Share Fee to cover the employee's pro rata share of: (1) The direct cost incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representatives of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

**SECTION 4.11.** Prior to the effective date of this Agreement and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the Fair Share Fee required to be paid by each non-member employee in the Unit during the succeeding year shall be the amount of the regular dues paid by the employees in the Unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year

**SECTION 4.12.** In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provision of R.C. 4117.09 (C).

**SECTION 4.13.** The Union agrees to indemnify and hold the Employer, its officials, representative, and agents harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, such items as wages, damages, awards, fines, court costs, and attorney's fees, which may arise by reason of, or result from the operation of this Article and Sections in this Agreement.

## *ARTICLE 5*

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**SECTION 5.1.** All references to employees in this Agreement designate both sexes, and where the male gender is used it shall be construed to include male and female employees.

**SECTION 5.2.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

**SECTION 5.3.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**SECTION 5.4** The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement.

## *ARTICLE 6*

### **UNION ACTIVITIES**

**SECTION 6.1.** Accredited Union Representatives will be recognized by the Employer upon receipt of a letter so identifying them and signed by the Regional Director of AFSCME. Said non-employee representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Union agrees that such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

**SECTION 6.2.** The Employer will recognize one (1) employee, selected by the Union, to act as President of the Local Union for the purpose of processing grievances beyond Step 1 of the Grievance Procedure or attending meetings as contained herein. The Employer shall be notified, in writing, of any changes in the office of the Local Union President. No employee shall be permitted to function as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

**SECTION 6.3.** The Union shall provide to the Employer an official roster of all of its officers and representatives, which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Work location
- (5) Immediate supervisor, and
- (6) Union office held

**SECTION 6.4.** The Local Union President shall confine his Union activities to the investigation and processing of grievances or other approved activities and only upon release from his assigned duties by his immediate supervisor. The Local Union President shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor. The Local Union President shall be permitted to attend grievance hearings or other meetings, which have been authorized by the Employer or his representative(s) to be held during regular duty hours, without loss of regular pay or benefits.

County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized, in advance, by the employee's immediate supervisor. Any Union Office found to be abusing the provision of this Article shall be subject to disciplinary action and revocation of the privileges provided herein.

**SECTION 6.5.** Any Local Union Representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which unauthorized Union activity is being conducted or upon the order of the Union Representative's immediate supervisor. Any violation of the rules of this Section shall subject the employee to disciplinary action.

**SECTION 6.6.** The Employer shall recognize one (1) Steward. The Union Steward shall confine his Union activities to the investigation and processing of grievances or other approved activities, and only upon release from his assigned duties by his immediate supervisor. The Union Steward shall operate in accordance with this Article and all its Sections and Sub-Sections. The Steward shall not leave his assigned work area to conduct Union business until he has received advanced release by his immediate supervisor. The Steward shall be permitted, when requested by the aggrieved employee, to attend grievance hearings at Step 1 of the grievance Procedure. Where grievance hearings have been authorized by the Employer or his representative, to be held during regular duty hours, the Steward shall not suffer loss in regular pay or benefits.

County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized, in advance, by the employee's immediate supervisor.

Any Union Steward found to be abusing the provision of this Article shall be subject to disciplinary action and revocation of the privileges provided herein.

The Union Steward shall be recognized by the Employer as the appropriate Union Representative at Step 1 of the Grievance Procedure

**SECTION 6.7.** The Union shall submit, in writing, the name of the Union Steward and his jurisdictional area. A change in the Steward shall be treated in the same manner. No Steward shall be permitted to function as such until the Employer has been presented with written certification of the Steward by the appropriate Officer of the Union.

**SECTION 6.8.** Unreasonable denial of Union activity by supervision shall be subject to the Grievance Procedure.

## *ARTICLE 7*

### **GRIEVANCE PROCEDURE**

**SECTION 7.1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from misunderstandings that develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith. Bargaining unit employees are required to use and must exhaust this grievance procedure prior to seeking outside remedies in matters covered by this Agreement.

**SECTION 7.2.** It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

**SECTION 7.3.** Probationary newly hired employees may not file grievances under this agreement until they have satisfactorily completed their new hire probation period.

**SECTION 7.4.** Prior to a grievance being submitted to Step 1 of the formal grievance procedure, the aggrieved employee shall first discuss and attempt to resolve the matter with the Operations Deputy.

**SECTION 7.5.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

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

**SECTION 7.6.** The following formal steps shall be followed in the processing of a grievance:

**Step 1.** In order for an alleged grievance to receive consideration under this procedure, the grievant must present the alleged grievance, in writing, to the Operations Deputy within ten (10) work days after the occurrence of the incident giving rise to the grievance. If the employee can substantiate he was unaware of the incident causing the grievance within ten (10) work days following its occurrence, he shall have ten (10) days, following the date he can substantiate he became knowledgeable of the incident, in which to present the grievance. If the grievance is not presented within the above time limits, it will be considered not to have existed.

The Operations Deputy shall investigate and provide an answer to the grievance within five (5) working days following the day on which the Operations Deputy was presented the grievance.

The grievance shall be reduced to writing using the standard grievance form jointly developed by the parties and contained in the Appendix of this Agreement.

If he desires, the employee shall be permitted a Union Steward as his representative at this Step of the grievance procedure.

**Step 2.** The employee, with an appropriate Union Representative if the former desires, may advance the written grievance to the Engineer's designated representative within five (5) working days after receiving the Step 1 reply. The Engineer's designated representative shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his/her representative.

The Engineer's designated representative shall investigate and attempt to adjust the matter and shall respond to the grievance and/or Union representative within five (5) working days following the meeting.

**Step 3.** If the grievance remains unsettled, it may be presented by the employee and no more than two (2) Union representatives to the Engineer in writing within three (3) working days after the Engineer's designated representative's response. The Engineer shall respond in writing to the employee or Union representative within five (5) working days after meeting with the grievant and/or his Union representatives.

**Step 4. Arbitration:** If the grievance is not satisfactorily settled in Step 3, either party may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten working days following the request for arbitration jointly agree to request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of five (5) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of five (5) 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 and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list.

All procedures relative to the hearing shall be in accordance with rules and regulations of the Federal Mediation and Conciliation Service.

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

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to not more than ten (10) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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 arbitrator's scope of authority or 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 the arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee, and the Employer, provided however, the Employer shall not be bound by any ruling requiring him to act in a manner contrary to law.

Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting the arbitration. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of any witnesses shall be borne, if any by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**SECTION 7.7.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incidence giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

The Union shall have the responsibility for the duplication, distribution, and their own account of the grievance forms.

**SECTION 7.8.** When an employee covered by this Agreement represents himself in a grievance, the Engineer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement.

**SECTION 7.9.** For the purpose of counting time, "working days" as used in this Article will not include Saturdays, Sundays, or holidays.

**SECTION 7.10.** A grievance, under this procedure, may be presented by any employee within the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each bargaining unit employee in the same manner, one (1) employee selected by such group will process the grievance as a "class action grievance". However, in a class action grievance, each employee affected shall be identified on the grievance form.

## *ARTICLE 8*

### **DISCIPLINARY PROCEDURES**

**SECTION 8.1.** Discipline may only be taken for just cause.

**SECTION 8.2.** An employee shall be given a copy of any written warning, written reprimand, or other written disciplinary action entered on his personnel record.

**SECTION 8.3.** Whenever the Engineer determines that an employee's conduct may warrant suspension, reduction or termination, a pre-disciplinary hearing will be scheduled to give the employee and/or his union representative the opportunity to respond to the allegations. The employee will be given at least two (2) days written advance notice of such allegations.

**SECTION 8.4** If a Supervisor or other representative of the Employer has reason to reprimand an employee, the Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

**SECTION 8.5.** Any disciplinary action may be appealed through the grievance procedure subject to the provisions contained in Article 7, herein.

**SECTION 8.6.** Charges which may lead to a suspension or termination shall generally be brought against the employee within thirty (30) days of the alleged offense except in cases of continued investigation where additional time may be required. This section shall be void in the matter of unlawful actions. Disciplinary action, if any, shall be imposed within ten (10) working days after the pre-disciplinary hearing unless the Union and Engineer agree to an extension.

## *ARTICLE 9*

### **LABOR MANAGEMENT COOPERATION**

**SECTION 9.1.** In the interest of sound labor management relations, upon the request of either party the Employer or his designee and other members of management shall meet at mutually agreeable dates and times with not more than four (4) representatives of the Union to discuss pending problems and to promote a more harmonious Management/Labor relationship.

**SECTION 9.2.** An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made, or changes being considered by the employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties,
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to increase productivity and improving efficiency; and,
- G. To consider and discuss health and safety matters relating to employees.

**SECTION 9.3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Union representatives of the labor/management committee shall not suffer loss in their regular County pay for attendance at meetings provided for under this Article.

## *ARTICLE 10*

### **SAFETY**

**SECTION 10.1.** Safety Procedure. The Employer and the Union agree to work cooperatively in providing a safe and healthful work place for all employees and will comply with all applicable laws and regulations relating to the safety and health of the employees. It is understood that all matters regarding an unsafe and unhealthy work place will be brought to the attention of the supervisor by the employee and/or the Union. Equipment defects and/or safety problems shall be reported immediately in writing on a standard safety form to the supervisor by the employee and/or the Union. Corrective action shall be taken by the Employer as early as possible. If corrective action is not taken within five (5) days, a copy of this report shall be forwarded to the labor/management committee by

the supervisor. A tag shall be attached immediately to the vehicle, tool, or equipment that is determined unsafe by the supervisor and shall remain attached until the defect is corrected.

**SECTION 10.2.** Each employee in the bargaining unit shall be offered an opportunity to receive a Hepatitis vaccination at no cost. An employee refusing this opportunity for vaccination shall sign a statement acknowledging that he was provided such opportunity but declined.

**SECTION 10.3.** The Employer will annually provide each employee \$275.00 (2011) with three percent (3%) annual increases thereafter as reimbursement for safety shoes and work related safety items, including gloves, etc. Payment will be made by June 15 each year. Employees shall retain all receipts for all safety shoes and related safety items purchased each year and shall produce said receipts upon the request of the Employer or upon an audit requiring the production of such receipts. Employees who report for work not wearing safety shoes will be sent home without pay.

## ***ARTICLE II***

### **PROBATION PERIODS PERFORMANCE EVALUATIONS**

**SECTION 11.1.** New Hire. Every newly hired employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Defiance County Engineer and shall continue for a period of one hundred eighty (180) calendar days. Employees in non-pay status of one (1) day or more shall not have those days counted toward completion of their probationary period. An employee's probationary period may be extended for up to thirty (30) days if the Employer believes that additional time is needed to evaluate and observe that employee's ability to satisfactorily perform that job.

**SECTION 11.2.** Probationary newly hired employees may not join the Union nor file grievances under this agreement until they have satisfactorily completed their New Hire Probation Period and shall have no right of appeal over a probationary removal.

**SECTION 11.3.** Promoted Employees. A newly promoted employee shall serve a probationary period of one hundred (120) calendar days. Employees in non-pay status of one (1) day or more shall not have those days counted toward the completion of their probationary period. An employee's promotional probationary period may be extended for up to thirty (30) days if the Engineer believes that additional time is needed to evaluate that employee's ability to satisfactorily perform the job.

**SECTION 11.4.** Probationary and performance evaluations for newly promoted employees shall be conducted.

**SECTION 11.5.** An employee failing to successfully complete his/her promotional probationary period, by receiving an unsatisfactory rating on his/her evaluation, shall be returned to his/her former position and wages.

**SECTION 11.6.** Employees shall receive a copy of their promotional and annual evaluations.

**SECTION 11.7.** Promotional probationary evaluations shall be subject to appeal through the grievance procedure.

## **ARTICLE 12**

### **SENIORITY**

**SECTION 12.1.** Seniority as that term is used in this Agreement is defined as an employee's length of uninterrupted continuous service with the Defiance County Engineer in a bargaining unit position. Seniority is computed from the employee's last date of hire into a bargaining unit position. Except as otherwise used differently in this Agreement, this definition of Seniority shall be used.

## **ARTICLE 13**

### **JOB POSTING AND TRANSFER PROCEDURE**

**SECTION 13.1.** It is the policy of the Employer to provide employees with an opportunity to be promoted and/or transferred. Vacancies within the bargaining unit shall be subject to the following procedures:

- A. The Employer shall make the final determination as to whether a vacant position exists and/or whether said vacant position is to be filled.
- B. If the Employer decides to fill a vacancy, notice of the vacancy shall be posted for five (5) days and shall specify the title of the job, the rate of pay and all other pertinent information. Notice of the posting shall be sent to the Local Union President at the time of the posting.
- C. Employees who wish to be considered for the posted position must file a written application with the Operations Deputy by the end of the posting period. There will be no requirements on the Employer to consider applications filed after the posting period. An employee may bid on a position that pays a lower rate of pay.
- D. The position shall be filled within not more than sixty (60) days of the close of the bid unless it is mutually agreed to extend the period by awarding the job to the most qualified applicant bidding. Seniority will be considered. If the Engineer decides to fill the vacancy created by an employee bidding, it shall be filled using the above procedure, on a temporary basis until the newly promoted employee has completed his promotional probationary period. The Engineer may require all applicants to submit to a job related test including the utilization of equipment normally operated by that classification, to determine whether the individuals are qualified for this position.
- E. Employees promoted under this procedure shall have a one hundred twenty (120) day probationary period in accordance with this Agreement. An employee may voluntarily demote to his former position during this promotional probationary period.
- F. During the period while the posting and selection process is being administered, the Employer may temporarily assign any qualified employee to the vacancy to fulfill operational requirements.

- G. Employees awarded the position under the terms of this Article shall receive the applicable rate of pay for that classification immediately upon assignment to the position.
- H. This Article shall not be construed to prevent the Employer from hiring someone from outside the bargaining unit if no adequately qualified employees bid on the vacant position.

## *ARTICLE 14*

### **LAYOFF AND RECALL**

**SECTION 14.1.** When the Employer determines, due to lack of funds, or job abolishment a layoff is necessary, the affected employees shall be notified fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with the representatives of the Union, the impact of the layoff on bargaining unit employees.

**SECTION 14.2.** The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority, the employee(s) with the least seniority will be laid off first.

**SECTION 14.3.** For the purpose of layoff, any part-time, temporary, casual and seasonal employees performing bargaining unit work will be laid off prior to any full-time bargaining unit employees.

The least senior employee within the affected classification shall be laid off first. The affected employee shall accept the layoff or shall displace the least senior employee in the next or successively lower classification in the classification series. For the purpose of layoff the classifications shall be as follows:

### ***MECHANIC CLASSIFICATION COUNTY HIGHWAY AND MAINTENANCE PERSONNEL I***

**SECTION 14.4.** In the event new job classification(s), which are determined to be appropriate for inclusion in the bargaining unit are established, the Employer and the Union shall attempt to agree to the classification series that the new job classification shall be placed. In the event no agreement is reached the parties shall submit the dispute directly to the third step of the grievance procedures.

**SECTION 14.5.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoffs.

**SECTION 14.6.** Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**SECTION 14.7.** Employees recalled from long term layoff shall have five (5) working days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) working days upon the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## ***ARTICLE 15***

### **WORK RULES**

**SECTION 15.1.** The Union recognizes that the employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**SECTION 15.2.** Work rules, policies, and directives shall be reasonable and shall not violate any provisions of this Agreement.

**SECTION 15.3.** Work rules, policies, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

**SECTION 15.4.** Any complaint involving the reasonableness of a work rule or uniform application of work rule, or any complaint involving a conflict between the terms of this Agreement and a work rule, may be resolved through the grievance procedure provided the employee files such grievance within ten (10) days following the effective date of the rule or within ten (10) days following the date the employee was made aware of the rule.

**SECTION 15.5.** Changes in existing work rules or new work rules shall be posted prominently on all bulletin boards for a period of five (5) work days before becoming effective. This requirement may be waived during declared temporary emergencies upon prior notice to the Union.

## ***ARTICLE 16***

### **PERSONNEL FILES**

**SECTION 16.1.** Each employee may inspect his personnel file at such times as are determined to be reasonable by the persons having custody and control of the files. All items of disciplinary action that are more than two (2) years old shall no longer have force and effect and shall not be used against the employee in any way, provided no intervening disciplinary action occurs. Upon the employee's written request, the employee shall be provided one (1) copy of any item in the employee's file.

## ***ARTICLE 17***

### **UNION BULLETIN BOARDS**

**SECTION 17.1.** The Employer agrees to provide one bulletin board in an agreed upon area of the work facility for use by the Union.

**SECTION 17.2.** All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working 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 Employers prior approvals.

- 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 standing committees and independent arms of the Union; and
- G. Publications, rulings or policies of the Union.

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

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the Administration, and,
- C. Attacks on and/or favorable comments regarding a candidate for any Defiance County Public Office.

## *ARTICLE 18*

### **PAY PERIODS**

**SECTION 18.1.** Employees shall be paid bi-weekly. Subject to the approval of the Defiance County Auditor, payday shall be on Thursday. All earned pay and/or wages shall be paid on the paycheck following the close of the pay period. If errors are made, they shall be corrected no later than the following payday.

## *ARTICLE 19*

### **HOURS OF WORK**

**SECTION 19.1.** Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for an unpaid lunch period and rest breaks. Reference to consecutive hours in the balance of the contract shall be construed to include lunch periods and rest breaks.

**SECTION 19.2.** Work Day: The work day shall normally be eight (8) consecutive hours of work beginning at 7:30 A.M.

**SECTION 19.3.** Work Week: The work week shall normally consist of five (5) consecutive days, Monday through Friday inclusive.

**SECTION 19.4.** Rest Period: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) work day. Rest periods shall be taken at, near or en route to the work site as directed by the Operations Deputy or his designee. Employees who for any reason work four (4) hours beyond their regular quitting time shall receive reasonable paid break period in order to eat and rest.

**SECTION 19.5.** Lunch Periods: All employees shall be granted a thirty (30) minute lunch period during each work day. The lunch period shall be scheduled near the middle of the work day.

**SECTION 19.6.** The Employer shall make required facilities available and allow employees ten (10) minutes of wash-up time prior to the end of each work shift.

**SECTION 19.7.** The Engineer reserves the right to change the normal "Work Day" or "Work Week" schedules as outlined in Sections 2 and 3 above. The proposed change shall be posted in the affected area for one (1) week before the change is implemented except during emergency situations.

In the event the Engineer changes the normal "work week" to four - ten hour days; the normal work week shall normally consist of four (4) consecutive days, Monday through Thursday. The normal work day shall be ten (10) consecutive hours of work beginning at 6:30 A.M. Lunch periods shall be reduced to a twenty (20) minute paid break. The rest periods shall be reduced to a ten (10) minute paid break.

The Union shall have the right to grieve a work day or work week change which is implemented not in compliance with this Article. The grievance shall be submitted to Step 3 of the grievance procedure.

Employees who are called in prior to and contiguous with their scheduled shift may voluntarily agree to go home after working ten (10) hours if they are no longer needed during such scheduled shift. However, no employee shall be required by the Engineer to go home after ten (10) hours nor shall the Engineer be required to grant an employee's request to go home after ten (10) hours if it is determined by the Engineer that they are still needed.

**SECTION 19.8.** This Article shall not be construed to limit the Employer from establishing a new shift. If the Employer establishes a new shift, employees will be allowed the opportunity to bid on the new shift. If current employees do not bid on the new shift, the new shift shall be filled by newly hired employees or by current qualified employees by reverse order of seniority.

## ***ARTICLE 20***

### ***OVERTIME***

**SECTION 20.1.** An employee required to work and who is in active pay status in excess of forty (40) hours in any one payroll week, shall be paid for such weekly overtime at the rate of time and

one-half (1-1/2x) his regular straight time hourly rate. Active pay status, for purposes of this article, shall include all hours worked, vacation, holidays, compensatory time and sick leave that has required an absence for which a doctor's visit was required. A doctor's excuse, signed by the attending physician, stating the employee was treated or present will be required. An employee can bring extenuating circumstances to the engineer for consideration.

**SECTION 20.2.** There shall be no pyramiding or duplication of any overtime payments.

**SECTION 20.3.** Snow routes will generally be assigned to individuals so that they have the same route including when it is deemed to be necessary to call those individuals for overtime. Routes will be posted annually.

There will be exceptions to the above especially when there is a second and/or third shift on duty where they would be required to maintain any route that is deemed necessary throughout those shifts.

Only those people that are on the overtime list will be considered for an assigned route.

In addition to Section 20.9 of this agreement which refers to qualifications for anyone in an overtime situation, seniority will be considered to provide the most senior person the opportunity to receive an assigned route.

Employees will, in accordance with Section 20.6 be provided the rotating overtime list with it being updated by Wednesday following the payroll being turned in on Monday. It will be posted on the bulletin board for the employees' convenience.

Anyone without a phone or convenient method of contact will not be on the overtime rotation list.

Either an individual is on the list or off the list.

The rotating overtime list will be zeroed on December 1 of each year so there is not a continuation from year to year.

Employees who volunteer to be placed on the overtime list shall be expected to work overtime when contacted. An employee on the volunteer overtime list who refuses overtime three consecutive times when contacted may be removed from the overtime list.

**SECTION 20.4.** It is agreed that the Employer can offer overtime to employees wishing to work beyond the regular workday consecutive to their regular working hours if the overtime work to be performed immediately preceding the overtime, without following the procedures of this Article except that those employees shall be accredited on the overtime rotation list with the total number of overtime hours worked. If these employees refuse the overtime assignment, the Employer shall then utilize the provision of Section 3 and Section 6 of this Article.

**SECTION 20.5.** Where there are errors made in the distribution of overtime opportunities, the Employer shall correct such error by offering the affected employee the next overtime opportunity in his group which he is qualified to perform.

**SECTION 20.6.** All employees are expected to perform reasonable amounts of overtime, where requirements exist. Should no employee accept the overtime assignment, the Employer may assign

the overtime to the least senior employee who is qualified to do the work and who can be reached. The Employer will give due consideration to request for relief of the obligation to work overtime. All employees may be required to perform overtime work when an emergency exists.

The Employer will post and maintain overtime rosters reflecting hours worked, missed and refused.

**SECTION 20.7.** Notwithstanding the other Sections of this Article and only during emergencies, such as heavy snowfalls, the Employer may temporarily assign employees to different shifts to meet such emergencies.

**SECTION 20.8.** No overtime will be paid unless it has been authorized by the appropriate supervisor.

**SECTION 20.9.** Nothing in this Agreement shall infringe upon the Employer's right to determine the employee's physical and mental capabilities to perform or continue in a work status which constitutes a hazardous condition.

**SECTION 20.10.** Except as otherwise provided in this Agreement, overtime work shall be voluntary.

**SECTION 20.11.** Employees shall have the option to receive overtime in pay or compensatory time. Employees may accrue up to their maximum vacation leave accrual in a combined total of vacation leave and of compensatory time at any one time. However, the compensatory time bank for each employee will be a rolling accrual. Compensatory time must be used in not less than four (4) hour increments at a time mutually agreeable to the Employer and employee. Requests to use compensatory time-off must be made as soon as possible but no less than one (1) day in advance. The Employer reserves the right to limit the number of employees off on compensatory time. Compensatory time must be used prior to retirement and not cashed out upon retirement.

## ***ARTICLE 21***

### **SHIFT DIFFERENTIAL**

**SECTION 21.1.** In addition to the established wage rates, the Employer shall pay a premium of one dollar (\$1.00) per hour for any regularly assigned shifts beginning after 3:00 p.m.

**SECTION 21.2.** Shift differential shall be paid for any hours worked in an overtime status for those employees regularly assigned to work a shift for which a shift differential is paid as part of their regular hourly rate of pay.

## ***ARTICLE 22***

### **REPORTING PAY**

**SECTION 22.1.** Any employee who is scheduled to report to work and thus presents himself for work as scheduled, shall be assigned at least four (4) hours work on the job for which he was scheduled to report.

If work on a job is not available, the employee may be excused from duty and paid at the appropriate rate for four (4) hours worked.

**SECTION 22.2.** This Article shall not be construed to prevent layoffs due to lack of work nor shall this Article apply to other than scheduled overtime assignments.

### ***ARTICLE 23***

#### **CALL-OUT PAY**

**SECTION 23.1.** Any employee who is requested to and reports to work not contiguous to the beginning or end of his regular shift such that additional travel to work is required, shall be guaranteed a minimum of two and one-half (2 1/2) hours pay at the appropriate overtime hourly rate.

### ***ARTICLE 24***

#### **TRAVEL PAY**

**SECTION 24.1.** Any bargaining unit employee, who is required by the Employer to use his private motor vehicle in the performance of business of the Employer, shall be compensated at a rate per mile as established by the Defiance County Commissioners for all county employees.

### ***ARTICLE 25***

#### **HOSPITALIZATION/SURGICAL INSURANCE**

**SECTION 25.1.** The Defiance County Engineer's Office bargaining unit employees are eligible to participate in the group coverage for Hospitalization and Medical Health Insurance coverage for either single, two member family or family coverage (three members or more) that is currently in effect by the Defiance County Board of Commissioners. Each employee who participates will be responsible for the co-payments set by the Board of Commissioners.

Due to soaring insurance premiums, the County Commissioners will discuss Article 25 of the Agreement before any necessary changes in the co-payments are made. The Commissioners also reserve the right in order to keep costs under control, to change deductibles within the insurance contract.

**SECTION 25.2.** The Defiance County Commissioners reserve the right to change insurance carriers so long as coverage remains reasonably consistent with the policy in effect at the signing of this Agreement.

**SECTION 25.3.** In the event a bargaining unit employee must take an extended unpaid leave of absence, the Employer, upon written request of the bargaining unit employee, will continue to assume premium cost for a period of one full pay period following the date of unpaid leave of absence. Thereafter that person shall be responsible to pay premiums, or permit the coverage to lapse.

## **ARTICLE 26**

### **SEVERANCE PAY**

**SECTION 26.1.** Employees who terminate their employment for any reasons shall be paid for all wages and/or benefits earned and due them under this Agreement as of their last day of employment. This Section shall not apply to accumulated sick leave. The payment shall be made on the payday following the employee's date of termination.

**SECTION 26.2.** Any employee who retires, after ten (10) years of continuous service with the Defiance County Engineer, under the provision of the Public Employee's Retirement Act, will be compensated for accumulated but unused sick leave at the time of retirement. The employee shall receive payment for twenty-five percent (25%) for the first 480 hours and fifty percent (50%) for the remaining 480 hours of his accumulated sick leave to his credit up to a maximum accumulation of one hundred and twenty (120) days. Maximum payment under this provision shall be twenty-five percent (25%) of 480 hours = 120 hours times the employee's hourly rate and fifty percent (50%) of the next 480 hours = 240 hours times the Employee's hourly rate. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

## **ARTICLE 27**

### **SICK LEAVE**

**SECTION 27.1.** Crediting of Sick Leave: Sick Leave credit shall be earned at the rate of 0.575 per hour worked or 4.6 hours for each eighty (80) hours of service in active pay status, with a maximum accumulation of 120 hours per year. This accrual rate will be prorated for employees who are otherwise eligible for sick leave and who work less than eighty (80) hours in a bi-weekly pay period as noted in the chart on page 38 of the Defiance County Personnel Manual. Employees absent on paid sick leave will be paid at their regular rate of pay. Unused sick leave shall accumulate without limit.

**SECTION 27.2.** Retention of Sick Leave: An employee who transfers from a public agency to the Defiance County Highway Division, or who has prior service with a public agency, shall retain credit for any sick leave earned so long as he is employed by the Defiance County Highway Division, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the Defiance County Highway Division provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**SECTION 27.3.** 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 the appropriate provisions of this Agreement.

**SECTION 27.4.** Charging of Sick Leave: Sick leave shall be charged initially in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would

otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. After the initial one-half (1/2) hour deduction, sick leave shall be charged or deducted in one-tenth (1/10) hour increments.

**SECTION 27.5.** Uses of Sick Leave:

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required;
  2. In the event of death of a member of his immediate family, sick leave usage can be granted up to five (5) working days; in the event of death of a member of the family, employees can be granted up to three (3) working days.  
  
Employees may have one funeral day to attend a funeral for a person not listed as a family member.
  3. Medical, dental or optical examinations or treatment of the employee or a member of his immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours;
  4. If a member of the immediate family is afflicted with a contagious disease which 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; or,
  5. Pregnancy of the employee and/or childbirth and other conditions related thereto.

B. *DEFINITION OF IMMEDIATE FAMILY:*

Brother, sister, father, mother, spouse, child.

*DEFINITION OF FAMILY:*

Grandparents of the employee, grandparents in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, a legal guardian or other person who stands in the place of a parent (loco parentis).

**SECTION 27.6.** Evidence Required for Sick Leave Usage: The employee shall be required to personally deliver a standard written signed statement, made out in duplicate, to the Operations Deputy explaining the nature of the illness to justify the use of sick leave. The Operations Deputy shall receive the original copy and the employee shall keep the duplicate copy. If medical attention is required, the Employer shall require a certificate, stating the nature of the illness from a licensed physician 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.

If sick leave use exceeds more than three (3) consecutive days, the employee shall be required to provide a statement from a physician indicating that the employee is able to work without restriction.

**SECTION 27.7.** Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, within one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

**SECTION 27.8.** Abuse of Sick Leave. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal.

**SECTION 27.9.** Physician Statement. Where sick leave is required to care for a member of the immediate family, the Employer may require a Physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**SECTION 27.10.** Physician Examination. The Employer 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, disability leave, or make application for disability retirement. The cost of such examination shall be paid by the Employer.

## ***ARTICLE 28***

### **VACATION**

**SECTION 28.1.** Vacation Accumulation: Full-time employees shall be entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled, is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>
Less than 1 year	None
1 year but less than 8 years	80.0
8 years but less than 15 years	120.0
15 years but less than 25 years	160.0
25 years or more	200.0

**SECTION 28.2.** Prior Service Credit: New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment. Each employee of the Employer, who has been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only. Employees previously employed by another political subdivision may also be

entitled to prior service credit. Prior service shall mean any service with the Employer, the County, or any political subdivision of the State of Ohio.

**SECTION 28.3.** Crediting Vacation: Vacation is credited each bi-weekly pay period for employees in an active pay status at the following rates:

<u>ANNUAL VACATION ENTITLED TO:</u>	<u>CREDITED PER HOUR WORKED:</u>
80.0 hours	0.0385 hours
120.0 hours	0.0577 hours
160.0 hours	0.0770 hours
200.0 hours	0.0962 hours

**SECTION 28.4.** Vacation Scheduling:

- A. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the County.
  
- B. Vacations are scheduled in accordance with the workload requirements of the Employer. For this reason, vacation requests shall be made by March 1st of each year. The March 1st schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. Changes in the March 1st schedule may be made provided the employee gives at least two (2) weeks written advance notice of the requested change. Changes in the March 1st schedule shall be on a "first come - first served" basis for the available weeks remaining. The following rules shall apply to vacation scheduling:
  1. Length of time for vacation for any employee shall be a maximum of two (2) weeks for the period between NOVEMBER 1<sup>st</sup> and MARCH 30<sup>th</sup> of the current year.

Any earned vacation time over this two week period shall be taken at other times during the period not covered by the above dates, unless the vacation can be scheduled without denying any other employee their original two (2) weeks and the workload requirements permit it.
  2. Each employee must indicate the period of time he has selected to take his earned vacation by writing his name in the space provided. The starting date he chooses, the length of time desired and the date he makes the choice. This shall be done prior to March 1st of each calendar year. The most senior employee shall have priority on vacation requests, subject to workload requirements and these regulations.
  3. No more than one (1) employee will be guaranteed approval for leave between November 1<sup>st</sup> and March 30<sup>th</sup>. The Employer may allow an unlimited number without jeopardizing the right.

4. After March 1st, vacation approvals will be granted on a "first come - first served" basis EXCEPT when the nature of the applicants' principal duties are the same and the leaves would interfere with the scheduled work. In such instances only the earliest request shall be approved for that period.
- C. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

**SECTION 28.5.** Vacation accumulation shall not be earned when an employee is in a non-pay status for a period of one (1) day or more, and shall be reduced accordingly.

**ARTICLE 29**

**HOLIDAYS**

**SECTION 29.1.** All employees in the bargaining unit shall be entitled to the following paid holidays:

- New Year's Day .....First day of January
- Martin Luther King Day .....Third Monday in January
- President's Day .....Day After Thanksgiving
- Memorial Day .....Last Monday in May
- Independence Day .....Fourth day of July
- Labor Day .....First Monday in September
- Columbus Day .....Second Monday in October
- Veterans' Day .....Second Monday in November
- Thanksgiving Day .....Fourth Thursday in November
- Christmas Day or Days\* .....Twenty-fifth day of December

\*The following Holidays at Christmas will be observed per the following Chart:  
If Christmas falls on:

	Monday	Tuesday	Wednesday	Thursday	Friday	Extra Paid Time Off
Monday	*Holiday					0
Tuesday	+ this day off	*Holiday				+1
Wednesday		+ ½ day off	*Holiday			½
Thursday				*Holiday	+this day off	+1
Friday				+ ½ day off	*Holiday	½

If Christmas falls on Saturday, Friday will be declared the Holiday. If Christmas falls on Sunday, Monday will be declared the Holiday. No other days will be declared off.

**SECTION 29.2.** In the event the Defiance County grants additional holidays that are not listed in Section 29.1 of this Article, the Engineer agrees to grant the same holiday to the bargaining unit

members. The Board of Commissioners have the discretion to amend the date of observance of the above holidays for other county employees without said days being considered additional holidays. In the event The Defiance County Board of Commissioners grant a "holiday" due to a severe weather closing, the bargaining unit members will have the option to observe the holiday at a future date.

**SECTION 29.3.** Employees shall receive holiday pay for their normally scheduled hours for the day on which the holiday is observed. 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. When employees are working the four-ten hour day schedule, if a holiday falls on Friday, Thursday will be declared the holiday. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular rate of pay for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1½) their regular rate of pay for all hours worked on the holiday except for Thanksgiving Day, Christmas Day and New Year's Day, which exceed forty (40) hours in active pay status in that payroll week period.

Employees shall receive double (2X) their regular rate of pay in addition to eight (8) hours holiday pay for all hours worked on Thanksgiving Day, Christmas Day or New Year's Day which exceed forty (40) hours in active pay status.

**SECTION 29.4.** To be eligible for holiday pay as specified in this Article, the employee must work the last full regularly scheduled workday prior to and the next full regularly scheduled workday immediately following each of the holidays herein listed unless the employee is unable to work because of an authorized paid leave.

## *ARTICLE 30*

### **JURY DUTY AND COURT APPEARANCES**

**SECTION 30.1.** Any employee required by any court to report for or to serve on a jury on any day when the employee would normally be working, shall receive full compensation from the Employer as if the employee had worked his regular assignment. Upon receipt of jury duty notice, the employee shall report same to his immediate supervisor. Upon completion of jury duty, the employee shall request a letter from the Clerk of Court stating the time and dates served. This letter shall be submitted to the employee's immediate supervisor.

**SECTION 30.2.** If an employee is subpoenaed to appear as a witness in any court in any case other than one initiated by himself, the employee shall receive full compensation from the Employer, as if the employee had worked if said appearance occurred at a time an employee normally would be working his regular assignment. Upon receipt of the subpoena, the employee shall report same to his immediate supervisor. When released as a witness by the court, the employee shall request a letter from the Clerk of Court stating time and dates which the Court required the employee to be available as a witness. This letter shall be submitted to the employee's immediate supervisor.

If an employee is dismissed by the Court from jury duty or as a witness before 12:01 P.M., the employee shall report to his supervisor and return to perform the remainder of his regular scheduled duties.

**SECTION 30.3.** Employees will not be entitled to payment for jury duty or court appearances when appearing in court for criminal or civil cases, involving the employee or when the case is being heard in connection with the employees personal matters, such as traffic court, divorce proceedings, custody hearing or as directed with a juvenile, etc. These absences would be leave without pay or, if approved, charged against the employee's accumulated vacation.

**SECTION 30.4.** All monies received as compensation from the court for jury duty, unless served totally outside of regular working hours, shall be turned over to the County.

### ***ARTICLE 31***

#### **MILITARY LEAVE**

**SECTION 31.1.** Any employee who is a member of the Ohio National Guard, Ohio Defense Corp, Ohio Naval Militia, or a member of other reserve components of the Armed Forces of the United States is entitled to leave of absence from the Employer without loss of pay or benefits in accordance with the provisions of the Ohio Revised Code Sections #5903.02, #5903.03, #5903.04 and applicable Rules of the Department of Administrative Services. This leave with pay shall not exceed thirty-one (31) days in any one calendar year and the employee shall remit to the Employer all pay received from military for such period.

### ***ARTICLE 32***

#### **LEAVES OF ABSENCE WITHOUT PAY**

**SECTION 32.1.** **DISABILITY LEAVE.** An employee may be granted a leave of absence without pay for up to six (6) months for illness, disability or recuperation therefrom after having exhausted his sick leave and accrued vacation time. An extension beyond the original six (6) months may be granted upon proper documentation from the employee's physician indicating the employee is still incapacitated and unable to perform his normal duties. Maximum duration of a disability leave shall be for one (1) year. If the disability is due to a work related injury or illness that temporarily prevents an employee from performing the essential functions of the employee's job, the county has a transitional work program that may allow the employee to return to work earlier.

**SECTION 32.2.** **OTHER LEAVES.** The Employer may grant a leave of absence for other valid reasons. Leaves of Absence shall not be granted for the purpose of working elsewhere, including self-employment.

**SECTION 32.3.** **AUTHORIZATION FOR LEAVE.** A leave of absence shall be requested on a standard form designated by the Employer. The authorization of a leave of absence is a matter of Administration discretion. The Employer shall decide, in each individual case, if a leave of absence is to be granted based upon the merit of the request.

**SECTION 32.4.** **SENIORITY WHILE ON LEAVE.** An employee on a leave of absence without pay does NOT earn sick leave or vacation credit. However, the time spent on an authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

**SECTION 32.5.** ABUSE OF LEAVE. If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee. An employee failing to report for work within two (2) work days after receiving said notice, shall be considered absent without leave and subject to disciplinary action.

**SECTION 32.6.** REINSTATEMENT FROM LEAVE. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be on a temporary basis. An employee may be returned to work before the scheduled expiration of leave is requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, the employee shall be considered "Absent Without Leave", and subject to disciplinary action.

### *ARTICLE 33*

#### **CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK**

**SECTION 33.1.** The Engineer will not subcontract work normally performed by bargaining unit employees for the sole and express purpose of laying off bargaining unit employees.

### *ARTICLE 34*

#### **DRUG TESTING**

**SECTION 34.1.** The Employer's drug and alcohol testing will be done in accordance with the Omnibus Transportation Employee Testing Act of 1991 as amended.

### *ARTICLE 35*

#### **CLASSIFICATION PLAN**

**SECTION 35.1.** Each employee shall be assigned to one of the following classifications:

- Mechanic
- County Highway And Maintenance Personnel I
- County Highway And Maintenance Personnel II

These classifications shall be descriptive of the duties the employee is required to perform.

The Union shall be provided a copy of the classification specification for each position within the bargaining unit.

**SECTION 35.2.** All employees of the Defiance County Engineer's Office occupying the classification in Section 35.1, shall be included in the bargaining unit upon successful completion of their probationary period.

## **ARTICLE 36**

### **WAIVER IN CASE OF EMERGENCY**

**SECTION 36.1.** In cases of emergency affecting Defiance County declared by the President of the United States, the Governor of the State of Ohio, the Board of Defiance County Commissioners, the Federal or State Legislature, such as acts of God and Civil Disorder, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for Management's replies on grievances-
- B. Time requirements for posting work rule changes; and,
- C. Time limits to file grievances.

**SECTION 36.2.** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievances(s) had properly progressed.

## ***ARTICLE 37***

### **SEVERABILITY**

**SECTION 37.1.** This Agreement is subject to all applicable Federal and State Laws, except Federal and State Civil Service Laws and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decisions interpreting them. In the event that any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

## ***ARTICLE 38***

### **NO STRIKE /NO LOCKOUT**

**SECTION 38.1.** It is understood and agreed that the services performed by the employees included in this Agreement are essential to the health, safety and welfare of the public. The Union, therefore, agrees that there shall be no interruption to the work of the County Engineer's Office for any cause whatsoever.

**SECTION 38.2.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union agree that their mutual responsibility is to provide for uninterrupted service to the citizens of Defiance County. Therefore, the Union agrees that so long as this Agreement has force and effect, neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies an Ohio Council 8 Union Representative that any of its members are engaged in any such strike activity, as outlined above, the Union agrees, within twenty-four (24) hours, to publicly denounce such violation, disclaim approval and conspicuously post such notice over the signature of an authorized representative of the Union, to instruct all employees to return to work immediately. Should the Union fail to publicly denounce such violation and post such notice, the Employer shall have the option of canceling any or all Article(s), Section(s), or Sub-Section(s) of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, shall be subject to disciplinary action.

**SECTION 38.3.** 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 2 of this Article.

**ARTICLE 39**

**CIVIL SERVICE REPORTING  
REQUIREMENTS**

**SECTION 39.1.** The Employer and A.F.S.C.M.E., Local 3137, agree that for the purpose of this Agreement the provision of the Ohio Revised Code pertaining to payroll reporting requirements through the Ohio Department of Administrative Services do not apply to bargaining unit employees. It is further understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as related to the expressed matters covered by this Agreement.

**ARTICLE 40**

**COMPENSATION**

**SECTION 40.1.** The following hourly rates shall be applicable during the term of this Agreement:

		Hire Rate	180 Days Seniority	12 month Seniority	24 month Seniority	36 month Seniority
County Highway & Maintenance Personnel and Mechanic	2014	\$13.88	\$15.03	\$15.73	\$16.38	\$17.03
	2015	\$14.14	\$15.29	\$15.99	\$16.64	\$17.29
	2016	\$14.34	\$15.49	\$16.19	\$16.84	\$17.49
		5 Year Seniority	10 Year Seniority	15 Year Seniority	20 Year Seniority	
	2014	\$17.68	\$17.78	\$17.88	\$17.98	
	2015	\$17.94	\$18.04	\$18.14	\$18.24	
	2016	\$18.14	\$18.24	\$18.34	\$18.44	

**SECTION 40.2.** In addition to the hourly rates in Section 40.1, there is a potential for a performance rate of up to \$3.93(2014), \$4.00(2015), \$4.15(2016) per hour. Employees will be eligible for increases on their anniversary date based on past performance including such factors as experience, equipment operation skills, and crew leadership skills. Employees are generally not eligible for any performance rate until reaching three (3) years seniority. Exceptions would include one with specialized skills, such as a mechanic.

**SECTION 40.3.** The Engineer shall provide eleven (11) sets of uniforms for use by bargaining unit employees at no cost to the employees. The employees shall, however, be responsible for replacement cost of uniforms lost or damaged through neglect or negligence of the employees.

**SECTION 40.4.** The Employer agrees to maintain the Public Employees Retirement System Plan as long as it is applicable by law.

## ***ARTICLE 41***

### **COMMERCIAL DRIVER'S LICENSE**

**SECTION 41.1.** Renewals of CDL's will be at the employee's cost. The following conditions will be in effect:

1. The County Engineer shall determine which vehicles and employees fall under CDL;
2. Position descriptions will be updated where necessary to include the requirements for CDL;
3. Employees who are unable to drive because of loss of licensure shall be placed on appropriate paid (vacation) or unpaid leave until such time as the employee becomes requalified to drive, not to exceed one hundred eighty (180) days.

## ***ARTICLE 42***

### **FAMILY AND MEDICAL LEAVE**

**SECTION 42.1** Employees shall be eligible for a Family and Medical Leave of Absence in accordance with County Policy as of January 01, 1999. Such Family and Medical leaves shall be concurrent with other types of paid and unpaid (including worker's compensation, sick leave, vacation, disability leave and personal leave, etc.) to the extent that the employee is also eligible for other types of leaves.

ARTICLE 43

DURATION OF AGREEMENT

**SECTION 43.1.** This Agreement shall be effective as of March 1, 2014 and shall remain in full force and effective until midnight, March 1, 2017.

**SECTION 43.2.** If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) or less than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice of Intent.

**SECTION 43.3.** This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether written or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Employee Organization had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Organization agrees that, during the life of this Agreement, the County shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08 (C) of the Revised Code or Article 2, of this Agreement.

In witness whereof, the parties have agreed hereto and have executed this Agreement at Defiance, Ohio, this 1<sup>st</sup> day of, March 2014.

For the Employer:

Warren J. Schlatter  
Warren J. Schlatter, County Engineer

Jeff Imbrook  
Jeff Imbrook, Operations Deputy

For the Union:

J. Adam Maguire  
J. Adam Maguire, Business Agent

For the Local Union:

Sha E. [Signature]  
[Signature]  
[Signature]

Approved as to legal form:

Russell R. Herman 2/24/14  
Russell R. Herman  
Assistant Prosecuting Attorney