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LABOR AGREEMENT  
BETWEEN

THE FAYETTE COUNTY ENGINEER

AND

LOCAL NO. 1423, OHIO COUNCIL 8,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

MAY 3, 2014 THROUGH MAY 2, 2017

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## **ARTICLE 1            AGREEMENT/PURPOSE**

Section 1.1 This Agreement, entered into by the Fayette County Engineer, hereinafter referred to as the “Employer,” and Local No. 1423, Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, 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; 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; and to promote improved work performances and the highest degree of efficiency, responsibility, and economy in the accomplishments of the duties, responsibilities and functions of the Engineer.

Section 1.2 Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of the Ohio Revised Code Chapter 4117, no section of the civil service laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining units. 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 units.

## **ARTICLE 2            UNION RECOGNITION**

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those employees in a classification listed as appropriate to the bargaining unit, as certified by the Ohio State Employment Relations Board in Case Number 85-RC-05-3723 and 85-VR-04-3540, respectively, dated September 26, 1985, and filed and served upon each party on September 27, 1985, and subsequently amended by SERB, including:

All Service and Maintenance Employees of the Fayette County Engineer including: Highway Worker 5, Highway Worker 4, Highway Worker 3, Highway Worker 2, Highway Worker 1, and Mechanic I and II, but excluding:

All clerical employees, professional employees, management level employees, and supervisors as defined in the act, O.R.C. 4117.01, including County Engineer but not limited to Technical Services Coordinator, Administrative Assistant, Tax Map Supervisor, Assistant Tax Map Supervisor, Chief Deputy, Highway Superintendent, Assistant Highway Superintendent, Chief Surveyor, Safety Coordinator, Bridge Engineer, and Engineer Technician.

Section 2.2 The Employer will not recognize any other organization as the representation of any employee within the bargaining unit referenced above.

Section 2.3 Newly Created Classifications. In the event the Employer establishes a new classification similar to an existing bargaining unit classification, the Employer shall determine whether the new classification will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Employer's determination of the bargaining unit status of the newly created classification, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the classification, the issue shall be subject to appeal by the Union to the State Employee Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the classification is appropriately within the bargaining unit, or if the parties agree as to the inclusion of the classification within the bargaining unit, the parties shall meet to negotiate the rate of pay. If the parties are unable to reach agreement as to the rate of pay, the Employer may implement its last offer, pending contract negotiations similar to an existing bargaining unit classification.

Section 2.4 Position Descriptions. The Engineer shall provide to the Union, within ten (10) days of the written request, position description for all bargaining unit positions. If the Engineer determine to modify existing and/or create new position description, the Union shall be supplied the newly created and/or modified existing position description thirty (30) days prior to the proposed effective date.

### **ARTICLE 3                    MANAGEMENT RIGHTS**

Section 3.1 The Employer possesses the sole right to operate its Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement.

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate or hire employees.
- C. To maintain and improve the efficiency and effectiveness of operations and programs;
- D. To determine the overall methods, processes, means or personnel by which operations are to be conducted;
- E. To suspend , discipline, demote or discharge for just cause, or layoff, transfer, assign, promote or retain employees;

- F. To determine the adequacy of the work force;
- G. To determine the mission of the Department as a unit of county government;
- H. To effectively manage the work force;
- I. To take actions to carry out the mission of the Employer as a governmental unit.
- J. To establish, alter, and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including but not limited to the assignment of employees, qualifications required and areas worked.

Section 3.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights, responsibilities and functions of the Employer.

Section 3.3 The Employer requires and the Union agrees that each employee must perform as efficiently and productively as possible and to the best of their skills and abilities. The Union and employees further agree that they will support the Employer in enhancing productivity, eliminating waste, strengthening harmony, cooperation and good will between the Employer and employees.

#### **ARTICLE 4 NON-DISCRIMINATION**

Section 4.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, disability or national origin.

Section 4.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against an employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4.3 The Union agrees not to interfere with the right of any employee to refrain from becoming a member of the Union, and there shall be no disparate treatment, 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 4.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 4.5 The Union and the Employer agree that this contract will comply with the Americans with Disabilities Act (ADA). If an employee with a bona fide disability under the ADA makes 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 notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the disability and the accommodation to be made. If the Union wishes to discuss the proposed accommodation, it will make written request of the Employer for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made. The accommodation the Employer ultimately makes shall not be grieved by the Union unless the Union can demonstrate that the accommodation made was an arbitrary and capricious violation of a specific Article or Section of Agreement.

## **ARTICLE 5 DUES DEDUCTION AND UNION SECURITY**

Section 5.1 The Employer agrees to deduct periodic Union membership dues, initiation fees, ad assessments (hereinafter referred to as “check-off-deduction” in accordance with this Article) for each employee eligible for the bargaining unit upon the successful completion of each individual’s initial probationary period.

Section 5.2 The Employer agrees to make check-off deductions for each pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. Each remittance shall be accompanied by an alphabetical list of employees for whom deductions were made, including the name, address and social security number of the employee, the amount deducted and the name of each employee whose name has been dropped from prior check-off list and the reason for commission. The signed payroll deduction form must be presented to the Employer by the employee or his designated representative. Upon receipt of the proper authorization, the Employer will make check-off deductions from the payroll check for the next pay period in which check off deductions are normally made following the pay period in which the authorization was received by the Employer.

Section 5.3 The Employer shall not be obligated to make check-off deductions for an employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to check-off deductions.

Section 5.4 Except as otherwise provided herein, each eligible employee’s written authorization for check-off deductions shall be honored by the Employer for the duration of this Agreement; provided, however, that the Employer shall be relieved from making any employee’s check-off deductions upon the employees:

- A. Termination of employment;

- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. Unpaid leave of absence;
- E. Written revocation of the check-off authorizations; or
- F. Resignation by the employee from the Union.

Section 5.5 All bargaining unit members who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay fair share fees to the union effective sixty-one days from the employee's date of hire or the date of execution of this Agreement whichever is later in time.

The fair share amount shall be certified to the Engineer by the Union. The Union agrees that the fair share fee shall not exceed dues check-off deductions paid by members of the Union, but shall be that percentage of dues which excludes non-chargeable expenses to support political, ideological or other activities not related to the cost of collective bargaining, contract administration and/or pursuing matters affective wages, hours and other terms and conditions of employment as calculated by Ohio Council 8, AFSCME, AFL-CIO. Payment of fair share fees is automatic and does not require written authorization from the employees.

This provision shall not require any employee to become or remain a member of the Union. Payment to the Union of fair share fees deducted will be made according to the same procedure of the Agreement that governs the payment to the Union of dues deductions.

Section 5.6 The rate at which check-off deductions and contract service deductions are to be made shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's check-off deductions or contract service fee deductions.

Section 5.7 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of check-off deductions or contract service fee deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that such deductions would normally be made by deducting the proper amount.

Section 5.8 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding check-off deductions and

contract service fee deductions. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from check-off deductions and contract service fee 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 6            UNION REPRESENTATION**

Section 6.1 Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending scheduled meetings as permitted herein. Upon arrival, the Union representative shall identify him/herself to the Employer or the Employer's designated representative.

Section 6.2 The Employer shall recognize three (3) employees, one of which shall be the local Union President, for the purpose of processing grievances in accordance with the Grievance Procedure. The Steward or alternate shall be recognized as a representative, as provided herein.

Section 6.3 The Union shall provide to the Employer and official roster of its officers and local Union Stewards which is to be kept current at all times and shall include the following:

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

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

Section 6.4 The Local Union President or Steward has the right to investigate and write grievances on work time with no loss of pay upon notification to and approval of the immediate supervisor. If the supervisor denies permission, it will not be arbitrary and said supervisor must give the steward a reasonable alternative time in which to process the grievance, which shall in no case exceed 24 hours from the initial notification. An employee or employee representative involved in grievance presentations, pre-disciplinary hearings or meetings with the Employer where the employee may reasonably believe that the Employer may contemplate disciplinary action shall not, if

such activities are scheduled on an employee's work time, suffer any loss for time spent in such activities.

Section 6.5 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.
- b. The Union shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the nature of the Union activity.
- c. The Union employee official (President, Vice-President, Treasurer or Steward) shall cease activities immediately upon request of the Employer of this designee(s), the supervisor of the area where the activity is being conducted or the employee's immediate supervisor.
- d. A Union employee official abusing the rules of this Section is subject to disciplinary action.

## **ARTICLE 7            LABOR/MANAGEMENT MEETINGS**

Section 7.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on the third Thursday in January, April, July, and October of each calendar year at a mutually agreed upon time, the Employer and/or its designees shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2 Agendas will be exchanged by the parties at least five (5) days in advance of the scheduled meeting listing the matters to be taken up in the meeting (or stating that the party has no specific items it plans to present for discussion), names of those representatives of each party who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- d. Disseminate general information of interest to the parties.

- e. Discuss ways to increase productivity and improve efficiency.
- f. To consider and discuss health and safety matters relating to employees.

Section 7.3 It is further agreed that is special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 8                    GRIEVANCE PROCEDURE**

Section 8.1 The term “grievance” shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor in those matters not covered by this Agreement.

Section 8.2 All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Any employee may withdraw a grievance at any point by submitting in writing a statement to the effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer’s last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

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

Section 8.3 The Union shall use a written grievance form which shall provide the following information:

- a. Aggrieved employee’s name and signature;
- b. Date, time, and location of grievance;
- c. Description of incident giving rise to the grievance;

- d. Articles and Sections of the Agreement violated;
- e. Date grievance was first discussed;
- f. Name of supervisor with whom grievance was first discussed;
- g. Date grievance was filed in writing; and
- h. Desired remedy to resolve grievance.

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

Section 8.4 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the employee must identify the alleged grievance to the Superintendent or designee within seven (7) calendar days of the occurrence that gave rise to the grievance. The Superintendent or designee shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the Superintendent or designee was presented the grievance.

Step 2. If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2, the employee, with the appropriate Union Steward, if the employee so desires, shall reduce the grievance to writing and shall, within seven (7) calendar days from receipt of the Step 1 answer, present this grievance to the Engineer.

The Engineer, or his designee, shall investigate and respond to the grievant within fourteen (14) calendar days following the presentation of the grievance to Step 2.

Step 3. Arbitration.

If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon the request of the Union in accordance with this Section of this Article.

The Union, based upon facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on such grievance under Step 2 in

the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative(s).

- a. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, within thirty (30) days of notification by the Union of an intent to arbitrate, the arbitrator shall be selected as set forth in subsection “b.”, below.
- b. The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternatively striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific Articles in this Agreement. He may not modify or amend the Agreement.
- c. 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 not-arbitrable or beyond the arbitrator’s jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.
- d. The decisions of the arbitrator shall be final and binding on the grievant, the Union and the Employer. 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, suspension or reduction, the arbitrator shall have the authority to award modifications of said discipline.

- e. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; provided, however, that such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. The Grievant and Grievance Chairman for the duration of the hearing and witnesses for the time necessary to testify shall not lose pay or benefits to the extent such hearing hours are during normally schedule working hours on the date of the hearing.

Section 8.5 When an employee covered by this Agreement chooses to represent him/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his/her right to be present at the adjustment.

Section 8.6 Mediation. The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process. Any mediation agreement shall set forth the time frame applicable relative to mediation and the resumption of the procedures set forth in this Article.

## **ARTICLE 9           DISCIPLINE**

Section 9.1 The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, discharged or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action while the employee is on duty, or off-duty where the conduct of the employee reflects directly upon the Employer or the employee's job duties and responsibilities. Forms of disciplinary action are:

- a. Verbal warning;
- b. Written reprimand;

- c. Suspension without pay not to exceed thirty (30) working days;
- d. Reduction in pay and position; or
- e. Discharge from employment.

Section 9.2 Incompetency, inefficiency, dishonesty, drunkenness, controlled substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, violation of the work rules, or any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office shall be cause for disciplinary action.

Section 9.3 Discipline shall generally be applied in a progressive and uniform manner; however, discipline shall take into account the nature and severity of the violation, the employee's record of performance and conduct. Discipline that is not progressive shall not be arbitrary or capricious.

Section 9.4 Any time the Employer or any of its representatives have reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 9.5 During the course of any investigation into allegations of employee misconduct, the employee suspected of a violation, and/or any employee being questioned regarding another employee suspected of a violation, shall be informed, prior to questioning, that failure to respond, or to respond truthfully, to questioning may result in a charge of insubordination, dishonesty and/or neglect of duty for which the employee may be subject to discipline.

Section 9.6 Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or discharge), a pre-disciplinary conference will be scheduled. The pre-disciplinary conference shall be scheduled within sixty (60) days of the Employer gaining knowledge of the incident giving rise to the discipline. The results of the pre-disciplinary conference shall be furnished, in writing, to the Union and the employee within fourteen (14) days of the conference. If the investigation is of a criminal nature, the above-prescribed timelines shall not apply.

Section 9.7 Pre-disciplinary conferences will be conducted by the Engineer or his designee.

Section 9.8 Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee and the Union President a written outline of the charges which may be the basis for disciplinary action.

The employee must choose to:

- a. Appear at the conference to present an oral or written statement in his defense;
- b. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- c. Elect in writing to waive the opportunity to have a pre-disciplinary conference. The employee may waive his right to a pre-disciplinary conference, in writing, to the Engineer or his/her designee twenty-four (24) hours prior to the scheduled conference.

Section 9.9 A written report will be prepared by the Engineer or his designee concluding as to whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. The Employer shall have twenty-one (21) calendar days to prepare a report and to implement disciplinary action after the conclusion of the pre-disciplinary conference. If no action is received in writing within said days, no action will be taken.

Section 9.10 Disciplinary actions may be appealed through the grievance procedure. Oral and written reprimands may be appealed through Step 2 of the grievance procedure; however, they are not subject to the arbitration step (Step 3) of the grievance procedure. All other actions will comply with the law.

New hire probationary removals and promotional probationary reductions may not be appealed through the grievance procedure and are not subject to arbitration. Employees who are subject to a promotional probationary reduction will be given an opportunity to meet with the County Engineer and will be given an explanation as to the reasons for the reduction. New hire discipline shall not be appealed through the grievance procedure during the probationary period.

## **ARTICLE 10            PROBATIONARY PERIODS**

Section 10.1 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 eighty (180) work days actually worked. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal through the grievance procedure.

Section 10.2 Any employee promoted into a higher level position shall be required to successfully complete a probationary period of three (3) calendar months, excluding any time spent on an unpaid leave of absence. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position and shall have no appeal over such removal through the grievance procedure. Employees who are subject to a promotional probationary reduction will be given an

opportunity to meet with the County Engineer and will be given an explanation as to the reasons for the reduction.

Section 10.3 When a new hire demonstrates above average qualifications, abilities and performances prior to or during the new hire probationary period, the Employer may assign the new employee to a higher step in his assigned pay range. New employees hired at a rate higher than the starting rate or increased during their probationary period will not receive a step raise at the end of the probationary period.

## **ARTICLE 11 SENIORITY**

Section 11.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment, for any reason, lasting less than one hundred eighty-one (181) calendar days shall not constitute a break in continuous service for the purpose of computing seniority. Once termination occurs, the employee loses all previously accumulated seniority unless he is reinstated within one hundred eighty (180) calendar days of termination. Reinstatement shall be solely at the discretion of the Employer.

Section 11.2 An approved leave of absence does not constitute a termination of employment or 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 11.3 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff, or for a period equal to their uninterrupted length of continuous service with the Employer as of the date of the layoff, whichever is less.

Section 11.4 Employee Information. The Employer agrees to provide the Union with a periodic list of the names, addresses and telephone numbers of the employees who have left the bargaining unit, gone on an unpaid leave of absence or is a new hire.

Section 11.5 Seniority List. The Employer agrees to periodically provide the Union with a list of all Bargaining unit employees that includes the following information: name, address, telephone number, date of hire, classification, and pay rate.

## **ARTICLE 12 VACANCIES AND PROMOTIONS**

Section 12.1 The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 12.2 Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices

are usually posted for fourteen (14) calendar days prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor and location of reporting and working. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

Section 12.3 All timely-filed applications shall be reviewed by the Employer or his designee with consideration being given to the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary history, physical and mental capabilities and seniority. The Employer will establish and utilize such procedures as are appropriate to document the consideration of the above-stated criteria. Should an employee request in writing that his or her consideration be reviewed with the Employer, a meeting with the Employer to review that evaluation will be scheduled and conducted. Should the Employer determine that two (2) applicants are essentially equal upon review of the stated criteria, then the Employer will select the more senior applicant.

Section 12.4 If a promoted employee fails his promotional probationary period, he must be restored to his former position. His salary step will be that which he would have been in had he remained in his former position. If a promoted employee fails his promotional probationary period, the Employer shall inform the employee in writing of the reason(s) for the employee's failure.

Section 12.5 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Temporary assignments for filling a vacancy shall be no longer than ninety (90) calendar days.

Section 12.6 Upon determination by the Employer, after considering those items believed to be relevant as set forth in Section 12.3, that an employee's performance, capability, work ethic, and the like are of such a nature as to justify special specific merit consideration, an employee may be moved from Tier B compensation structure set forth in Article 20, to Tier A compensation structure within Article 20.

## **ARTICLE 13            LAYOFF AND RECALL**

Section 13.1 When the Employer determines that a long-term lay off is necessary because of lack of work, lack of funds, or job abolishment, he shall notify the affected employees and the Union President 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 representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 13.2 The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be in inverse order of their seniority in the classification selected for layoff. Prior to laying off bargaining unit employees in the selected classification, the Employer shall first layoff any temporary and probationary employees in the selected classification. Employees receiving notice of layoff shall be eligible to exercise bumping rights as follows. Laid off employees provided they possess more seniority and are qualified to perform the duties of the lower classification. Laid off employees, provided they possess more seniority and are qualified to perform the duties of the lower paid classification without any additional training, may bump an employee in only a lower paid classification. Laid off employees must, within forty-eight (48) hours of notification of layoff, notify the Employer in writing that they wish to exercise their right to bump a less senior employee. An exception to this procedure shall be the classification of Mechanic. Employees may only bump into these classifications if they formerly held the classification or if the employee is currently qualified to perform the duties of the classification without any additional training. It shall be the employee's responsibility to provide, at the time of providing notice of intent to bump to the Employer, all pertinent information to be considered regarding training and qualifications for the classification of Mechanic.

Section 13.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months, or for a period equal to their uninterrupted length of continuous service with the Employer as of the date of the layoff, whichever is less. 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 work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required by this Section shall be at the Employer's expense.

Section 13.4 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5 The recalled employee shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of his/her 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 13.6 For the purpose of Section 13.2 of this Article, seniority shall be computed on the basis on uninterrupted length of continuous service with the Employer.

## **ARTICLE 14           WORK RULES**

Section 14.1 Employer agrees that all work rules be applied uniformly within the group or groups of employees to whom work rules are directed. The Employer further agrees to provide the Union with copies of all existing work rules.

Section 14.2 Any additions or amendments to the work rules shall be furnished to the Union ten (10) days before posting and shall be reduced to writing, posted on Department bulletin boards (including the Union bulletin board) and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

## **ARTICLE 15           HEALTH AND SAFETY**

Section 15.1 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts his responsibility to provide safe working conditions, equipment, vehicles and working methods for his employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer. The Union will cooperate with the Engineer in encouraging employees to observe applicable safety laws, rules, regulations and procedures. It is the responsibility of both parties to report any unsafe working conditions to their immediate supervisors.

Section 15.2 Employees shall wear appropriate personal protective equipment in operations where there is exposure to hazardous conditions. Employees working in areas where there is potential danger of head injury from impact, or from falling or flying objects shall wear protective helmets. Employees shall also wear footwear which is appropriate to the work being performed.

Section 15.3 Smoking shall be prohibited in all facilities except in the smoking area as designated by the Employer or where there is a potential fire or health hazard to the employee or others (including second-hand smoke).

## **ARTICLE 16           PERSONNEL FILES**

Section 16.1 Each employee may inspect his official personnel file maintained by the Employer at any reasonable time in the presence of his Employer or designee and shall, upon request, receive one (1) copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such a review.

Section 16.2 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 16.3 Records of oral warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance provided no intervening discipline has occurred; however, they will remain a part of your permanent personnel records.

Section 16.4 Records of suspensions shall cease to have force and effect two (2) years from the date of issuance provided no intervening discipline has occurred; however, they will remain a part of your permanent personnel records.

Section 16.5 The Employer shall only provide records to the public or employee which are required by law.

## **ARTICLE 17            BULLETIN BOARDS**

Section 17.1 The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of the facility for use by the Union.

Section 17.2 All notices of any kind posted on the bulletin board must receive prior approval of the Employer or its designated representative and must be initialed by the Union President and the County Engineer 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 Employer;
- c.     Attacks on any other employee organization, regardless of whether the organization has local memberships; and
- d.     Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 17.3 No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 17.4 Violation of any provision of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

## **ARTICLE 18            HOURS OF WORK AND OVERTIME**

Section 18.1 The standard work week for bargaining unit employees shall consist of no more than forty (40) work hours within a seven (7) day, one hundred sixty-eight (168) hour period.

Section 18.2 The standard work day for all bargaining unit consist of no more than eight (8) consecutive hours (excluding a thirty (30) minute meal period, but including two (2) fifteen (15) minute breaks) within a twenty-four (24) hour period. The standard working days within a standard work week shall be Monday through Friday.

For each year of this Agreement, at the total discretion of the Engineer, the Engineer may establish a different work schedule consisting of four (4) workdays per week, Monday through Thursday, with ten (10) hours per day excluding one-half hour unpaid lunch period. The Engineer agrees to notify the Union as far in advance as is practicable of any changes in the above schedules, or when due to unusual circumstances it is necessary to make exceptions to the above schedules.

Section 18.3 Employees required to work in excess of forty (40) hours in a standard work week, or work in excess of eight (8) hours in a standard workday when working a standard five (5) workday workweek, or work in excess of ten (10) hours in a workday when working a four (4) workday workweek, in active pay status as defined in Section 18.3C, shall be compensated at a rate of time and one-half (1½). Overtime earned during a standard 40 hour work week or a standard eight (8) or ten (10) hour work day shall be reduced to straight time if the employee is in an unpaid leave status during the same time period by the hours of unpaid leave taken.

- a. There shall be no pyramiding of overtime or other premium pay.
- b. All overtime work must be approved by the Employer or his designee before the work is done, unless circumstances prohibit advance approval.
- c. For the purpose of computing eligibility for overtime compensation, time spent by an employee in active pay status (defined as authorized sick, vacation, compensatory time, holiday and other paid leaves) shall count as time worked.

Section 18.4 When the Employer has determined the operational need of the Department requires that overtime be worked by an employee or employees (excluding overtime which requires a specific employee), and whenever practicable, the Employer shall distribute the overtime as equitably as possible first among employees within the classification normally assigned to do the work, then among qualified bargaining unit employees. The distribution of overtime opportunities under this Section is the responsibility of the Employer.

Section 18.5 The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the Department require it. The Employer

will notify employees as far in advance as possible when overtime is to be required and shall assign overtime on a basis of crew seniority giving first refusal to the most senior workers.

Section 18.6 When an employee is required to work outside in temperatures of twenty (20°) degrees Fahrenheit or below (including an allowance for wind chill), he will be reasonably permitted to periodically warm him/herself. During weather of this nature supervisors shall attempt to limit work assignments to those duties which necessitate prompt performance.

Section 18.7 If an employee elects to take compensatory time in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1-½) basis. Compensatory time shall be granted by the Engineer at the employee's regular hourly rate at a time mutually convenient to the employee and the Engineer. Bargaining unit employees may "accumulate" no more than one hundred twenty (120) hours. As an employee exhausts his/her accrued compensatory time, he/she may accrue further compensatory time not to exceed a balance of one hundred twenty (120) hours. Any employee who accrues compensatory time in excess of one hundred twenty (120) hours shall be promptly paid for any overtime worked at the applicable rate.

Any unused compensatory time as of November 15<sup>th</sup> of a calendar year shall be converted to straight time hours and paid as straight time hours on or about the first pay period after November 15<sup>th</sup> by separate check. In the event that an employee decided that they do not want to convert and be paid for their accrued compensatory time, it must be used before December 31 of that year or such compensatory time shall be forfeited.

Section 18.8 Where there are errors made in the distribution of overtime opportunities, the Employer shall attempt to correct such error by offering the affected employee the next overtime opportunity(s) in his group which the employee is qualified to perform. The affected employee will be called first until he has been offered the same number of hours as the person who was called in error.

## **ARTICLE 19            OVERTIME BREAK PERIODS**

Section 19.1 An employee who works overtime shall be entitled to a fifteen (15) minute break for each four (4) hours of overtime worked. If an employee works eight (8) hours of overtime, he shall be entitled to an unpaid one-half (½) hour lunch.

**ARTICLE 20 WAGES AND COMPENSATION**

Section 20.1 Beginning with the first day of the pay period in which May 3, 2014 falls, the rate of pay for bargaining unit members hired before May 3, 2007, shall be as follows:

**2014**

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$11.45	\$12.60	\$13.26	\$14.03	\$14.90
2	\$14.24	\$15.65	\$16.95	\$18.31	\$19.95
3	\$14.62	\$16.08	\$17.34	\$18.74	\$20.45
4	\$15.54	\$17.12	\$18.49	\$19.95	\$21.86
5	\$15.88	\$17.47	\$18.85	\$20.36	\$22.39
6	\$16.81	\$18.49	\$19.95	\$21.54	\$23.64
7	\$18.54	\$20.23	\$21.72	\$23.30	\$25.35

**2015**

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$11.68	\$12.85	\$13.53	\$14.31	\$15.20
2	\$14.52	\$15.96	\$17.29	\$18.68	\$20.35
3	\$14.91	\$16.40	\$17.69	\$19.11	\$20.86
4	\$15.85	\$17.46	\$18.86	\$20.35	\$22.30
5	\$16.20	\$17.82	\$19.23	\$20.77	\$22.84
6	\$17.15	\$18.86	\$20.35	\$21.97	\$24.11
7	\$18.91	\$20.63	\$22.15	\$23.77	\$25.86

**2016**

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$11.91	\$13.11	\$13.80	\$14.60	\$15.50
2	\$14.81	\$16.28	\$17.64	\$19.05	\$20.76
3	\$15.21	\$16.73	\$18.04	\$19.49	\$21.28
4	\$16.17	\$17.81	\$19.24	\$20.76	\$22.75
5	\$16.52	\$18.18	\$19.61	\$21.19	\$23.30
6	\$17.49	\$19.24	\$20.76	\$22.41	\$24.59
7	\$19.29	\$21.04	\$22.59	\$24.25	\$26.38

The rate of pay for all employees hired on or after May 3, 2007 are contained in Tier B:

(TIER B - 2014)

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$10.06	\$10.48	\$10.90	\$11.41	\$11.84
2	\$12.50	\$13.02	\$13.94	\$14.89	\$15.85
3	\$12.83	\$13.38	\$14.26	\$15.24	\$16.25
4	\$13.65	\$14.24	\$15.21	\$16.23	\$17.37
5	\$13.93	\$14.54	\$15.51	\$16.55	\$17.78
6	\$14.77	\$15.37	\$16.40	\$17.52	\$18.79
7	\$16.28	\$16.83	\$17.85	\$18.95	\$20.15

(TIER B - 2015)

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$10.26	\$10.69	\$11.12	\$11.64	\$12.08
2	\$12.75	\$13.28	\$14.22	\$15.19	\$16.17
3	\$13.09	\$13.65	\$14.55	\$15.54	\$16.58
4	\$13.92	\$14.52	\$15.51	\$16.55	\$17.72
5	\$14.21	\$14.83	\$15.82	\$16.88	\$18.14
6	\$15.07	\$15.68	\$16.73	\$17.87	\$19.17
7	\$16.61	\$17.17	\$18.21	\$19.33	\$20.55

(TIER B - 2016)

<b>Pay Range</b>	<b>Starting Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1	\$10.47	\$10.90	\$11.34	\$11.87	\$12.32
2	\$13.01	\$13.55	\$14.50	\$15.49	\$16.49
3	\$13.35	\$13.92	\$14.84	\$15.85	\$16.91
4	\$14.20	\$14.81	\$15.82	\$16.88	\$18.07
5	\$14.49	\$15.13	\$16.14	\$17.22	\$18.50
6	\$15.37	\$15.99	\$17.06	\$18.23	\$19.55
7	\$16.94	\$17.51	\$18.57	\$19.72	\$20.96

Section 20.4 Employees shall be advanced annually in the pay period which includes their anniversary date of hire, until the top step is reached. Employees promoted to a higher position which has a higher range in pay shall be assigned to the entry level rate, except when an employee's existing rate of pay exceeds the entry level rate in which case the employee would maintain his rate of pay for the duration of the probationary period. Upon the successful completion of the promotional probationary period, the promoted employee shall then be advanced to the step which grants the employee an increase in pay. Promoted employees shall thereafter advance through the steps in the pay period which includes their anniversary date of entry into the classification.

Section 20.5 The Employer reserves the right to begin a new hire employee at a rate above the probationary rate where exceptional qualifications and experience warrant it. Such employee shall then advance through the steps upon completion of the necessary length of service with the Department.

Section 20.6 Longevity. A longevity payment for those employees who have attained the requisite continuous seniority with the Department will be added to each employee's hourly rate of pay as follows:

<u>Seniority</u>	<u>2014-2017</u>
At least 5 full years but less than 10 years	\$ .17/hr
At least 10 full years but less than 15 years	\$ .22/hr
At least 15 full years but less than 20 years	\$ .27/hr
At least 20 years	\$ .32/hr

Section 20.7 Any employee who is assigned to work on the petition ditch maintenance who is not classified as a Highway Worker V, and who has a Herbicide Spraying License Category 5A, an Ohio Driver's License (CDL) in Categories, Tank Vehicles, Combination Vehicles, Air Brakes and Haz Mat shall be paid one dollar (\$1) for each hour of work assigned.

The current employee shall receive a dollar (\$1) an hour increase (for each hour in active pay status whether assigned to ditch maintenance or highway maintenance), for life of Agreement. This one dollar (\$1) hour increase is only in effect for as long as he maintains his Category 5A Herbicide Spraying License, Ohio Driver's License (CDL) in Categories, Tank Vehicles, Combination Vehicles, Air Brakes and Haz Mat.

Section 20.8 Wage and Compensation.

Classifications shall be assigned to pay ranges as follows:

<u>Classification</u>	<u>Pay Range</u>
Highway Worker I	1
Highway Worker II	2
Mechanic	3

Highway Worker III	4
Mechanic II	4
Vacant	5
Highway Worker IV	6
Highway Worker V	7

## **ARTICLE 21 CALL-IN PAY**

Section 21.1 Whenever an employee is called to work, at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be credited with hours actually worked for all time spent actually working, but with not less than three (3) hours.

Section 21.2 It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 21.1 above. An employee called in to rectify his own error shall not be eligible for payment under the terms of this Article.

## **ARTICLE 22 WORKING OUT OF CLASSIFICATION**

Section 22.1 Employees who are temporarily assigned by the Employer to work in a higher classification shall, after three (3) consecutive work days of working in the classification, be paid at the step of the higher classification which gives the employee at least a four percent (4%) hourly wage increase. Employees temporarily assigned to a lower classification shall continue to receive their current rate of pay.

## **ARTICLE 23 INSURANCES**

Section 23.1 The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance plans in effect as of the effective date of this Agreement, for the life of this Agreement. Employees shall contribute the percentage determined on a yearly basis, after negotiations by the County with the insurance carrier, the monthly percentage paid by all County employees.

Section 23.2 The Employer agrees to provide Dental IIA (\$34.00), Vision I (\$6.75), Life Insurance I (\$7.50) and the Prescription Reimbursement Package (\$15.00) of the AFSCME Care Plan to all bargaining units. The Employer agrees to pay a total not to exceed \$63.25 per month per bargaining unit employee for the aforementioned packages during the term of this Agreement.

## **ARTICLE 24 PERS PICKUP**

Section 24.1 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, the Employer shall pickup each employee's mandatory contributions to the Public Employees Retirement System of Ohio(PERS), provided that not Employee's total salary is increased by such pickup nor is the Employer's total contribution to PERS increased thereby. The dollar amount to be picked up by the Employer:

- a. Shall equal the then current percentage amount of the employee's mandatory PERS contributions;
- b. Shall be credited by PERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- c. Shall be included in computing final average salary;
- d. Shall not be reported by the Employer as subject to current federal and state income taxes;
- e. Shall be reported by the Employer as subject to city income taxes; and
- f. Shall not affect the calculation of an employee's hourly rate of pay for any purpose whatsoever, including making wage adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.

Section 24.2 Each employee will be responsible, for the remainder of his/her PERS percentage that is not picked up by the employer, for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. The portion of an employee's contribution made to the Public Employee's Retirement System of Ohio by the employer shall be 3%. The provisions of this paragraph shall apply uniformly to employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

Section 24.3 If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions or other governing regulations, the Employer will be held harmless and this Article of the Agreement shall be declared null and void.

## **ARTICLE 25 EQUIPMENT / CLOTHING**

Section 25.1 The Employer will provide for each employee eleven (11) uniforms. Uniforms will be cleaned, pressed and mended at the Employer's expense. Uniforms will be replaced when, in the opinion of the Employer, the uniform is worn out or

irreparably damaged. Every employee will be expected to report to work presentable to the public. This includes a shirt with the Engineer's logo, clothing will be clean, free of holes, tears, etc. An account will be set up for the employees.

Section 25.2 Protective Equipment (hip boots, hard hats, rain gear and gloves) shall be furnished by the Employer for use by employees on an as-needed basis. All employees are required to wear steel-toed safety shoes pursuant to departmental policy. The shoes will be purchased from specified vendors set up by the Engineer's office.

Section 25.3 Employees will be given a clothing and equipment allowance of Three Hundred Seventy-Five Dollars (\$375.00) each calendar year as the Employer's contribution to the costs of clothing and equipment. The amounts shall be as follows:

Start of Contract – December 31, 2014	\$250.00
January 1, 2015 – December 31, 2015	\$375.00
January 1, 2016 – December 31, 2016	\$375.00
January 1, 2017 – End of Contract	\$125.00

Section 25.4 All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer prior to the issuance of any final compensation to the employee.

Section 25.5 The Employer shall pay to any employee the depreciated value (up to five (5) years) of prescription glasses, contacts, or hearing aids, damaged while the employee is on duty, provided that said damage is not caused by the negligent act of the employee nor the horseplay or the non-work-related negligent act of other employees. The employee shall provide proof that the damage occurred while on duty.

## **ARTICLE 26 HOLIDAYS**

Section 26.1 Employees shall receive holiday pay as defined below, for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

If any designated holiday falls on a Friday or Saturday, shall be observed on the Friday or last scheduled workday immediately preceding. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following.

Section 26.2 For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay, provided they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday. If the Engineer elects, pursuant to Article 18-Hours of Work and Overtime, to implement a four-ten hour per day schedule, employees shall receive ten (10) hours of holiday pay for each holiday listed in Article 26.1 which falls within the 4-10 work schedule. Employees who work on a holiday shall receive one and one-half (1½) times their regular hourly rate of pay for all hours actually worked on the holiday, in addition to their holiday pay.

Section 26.3 Employees on an approved paid leave shall receive holiday pay. Employees on disciplinary suspensions or unpaid leaves of absence during a holiday shall not be paid holiday pay. Employees on sick leave the scheduled shift immediately before or after a holiday must provide the Employer with a satisfactory medical practitioner certificate.

## **ARTICLE 27            VACATION**

Section 27.1 Bargaining unit employees shall earn annual vacation leave according to their number of years of service credit\* as follows:

- a.     Less than one (1) year of service complete - no vacation.
- b.     One (1) year of service but less than eight (8) years completed: eighty (80) working hours (ten (10) working days). Rate: 3.1 hours per pay period.
- c.     Eight (8) years of service but less than fifteen (15) years completed: one hundred twenty (120) working hours (fifteen (15) working days). Rate: 4.60hours per pay period.
- d.     Fifteen (15) years of service but less than twenty-five (25) years completed: one hundred sixty (160) working hours (twenty (20) working days). Rate: 6.2 hours per pay period.
- e.     Twenty-five (25) years or more service completed: two hundred (200) working hours (twenty-five (25) working days). Rate 7.7 hours per pay period.

Section 27.2 Vacation credit accrues while on vacation and sick leave. No vacation credit is earned while an employee is on any other type of leave or disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Forty (40)

hours vacation credit is added at the completion of eight (8), fifteen (15), and twenty-five (25) years of employment in addition to the increased rate of accrual.

Section 27.3 Vacation shall not be granted in increments of time that are less than one (1) hour in duration, except by approval of the Employer or his designee. Requests for vacation for five (5) or more consecutive working days shall be requested three (3) days prior to the date the requested vacation is to commence. Vacation requests with less than thirty (30) days or the three (3) days prior notice may be granted at the discretion of the Employer or this designee. Vacations shall be scheduled by the Employer or his/her designee in such a manner as to not interfere with the efficient operation of the Department.

Section 27.4 An employee may initially request no more than eighty (80) hours of vacation for the vacation year prior to the March 1 closing date but may then request any additional entitled vacation hours once all employees have had the opportunity to request their initial eighty (80) hours once all employees have had the opportunity to request their initial eighty (80) hours. Employees may request, between February 1 and March 1, the dates for that vacation year (March 1 through February 28 or 29 the following year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- a. An employee may initially request no more than eighty (80) hours of vacation for the vacation year prior to the March 1 closing date but may then request any additional entitled vacation hours once all employees have had the opportunity to request their initial eighty (80) hours.
- b. Vacation requests for any dates designated by the Employer as not available for vacation shall not be honored.
- c. Vacation requests submitted after March 1<sup>st</sup> shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- d. Vacation requests for less than one (1) full week are honored solely on the basis of order of application.
- e. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 27.5 Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of his employment anniversary date; provided, however, that the Employer may permit an employee to accumulate and carry over vacation leave to the following year up to a maximum of two (2) years carry over. Vacation leave must be used within two (2) calendar years of the date of its accrual, or else it will be forfeited.

Section 27.6 Any employee who voluntarily retires or resigns shall be paid for any earned but unused vacation leave providing the employee meets the following terms and conditions:

- a. The employee must have had more than one (1) year of continuous service as an employee of the Employer prior to his/her retirement or resignation;
- b. The employee must have given ant least two (2) weeks written notice prior to the date of the retirement or resignation; and
- c. The employee must have retired or resigned in good standing with the Employer.

\*Service credit includes all prior service time with a political subdivision (of the State of Ohio), plus all time service with the Fayette County Engineer. An employee with prior service does not receive credit for that service until completion of one (1) year of service with the Fayette County Engineer.

Section 27.7 In the case of the death of an active employee with more than one (1) year of continuous service with the Employer, the employee's earned but unused vacation will be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of a beneficiary, the payment shall be made to the employee's estate, upon application by the executor or administrator of the estate.

## **ARTICLE 28           SICK LEAVE**

Section 28.1 Sick leave shall be earned and credited at the rate of 4.6 hours for each eighty (80) hours in active pay status, including paid vacations, compensatory time, and while in overtime status, but not during a leave of absence without pay, layoff, disciplinary suspension. Unused sick leave may be accumulated without limit.

Sick leave incentive shall be paid by separate check.

Note: Employees do earn sick leave based on overtime and prorated based on the above ratio.

### Section 28.2

- a. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person before his scheduled starting time to report to work on each day of absence unless extenuating circumstances prohibit, or unless other arrangements are made with the Employer or his designee.

- b. Evidence required for Sick Leave usage. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist, or other practitioner.

Falsification or either a written signed statement, an application for sick leave or a practitioner's certificate shall be grounds for disciplinary action including dismissal.

Employees on sick leave on the last regularly scheduled day before a weekend, or on the first regularly scheduled day after a weekend, must after three (3) sick absences in a calendar year provide the Employer with a satisfactory medical practitioner certificate for each subsequent absence and may be subject to disciplinary action.

- c. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee, or a member of his/her immediate family residing in the same household as the employee wherein the employee's presence is required.
2. Death of a member of his/her immediate family (sick leave usage to be limited to time actually required to make necessary funeral arrangements, to attend funeral and to take care of related matters). Maximum usage hereunder is limited to five (5) working days unless the employee requests and receives the Employer's advance approval of additional time.
3. Death of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law or other relative of employee or spouse who was not, at the time of their death, a permanent resident of the employee's household (sick leave usage hereunder to be limited to one (1) day for actual attendance of funeral unless the employee requests and receives the Employer's advance approval of additional time).
4. Medical, dental or optical examination or treatment of employee, or a member of his/her immediate family which requires the presence of the employee, and which cannot be scheduled during non-working hours.
5. If a member of the employee's immediate family who does not reside in the same household as the employee contracts an illness or is injured and requires the attendance of the employee, including

transport. The amount of sick leave that may be used for this purpose shall be limited to twenty-four (24) hours in any one calendar year, except for a catastrophic illness or hospitalization, then additional sick leave may be granted at the discretion of the Engineer.

6. If the employee is exposed to a contagious disease when such exposure, in the opinion of a licensed physician, would render the employee a hazard to the health of others.
  7. Pregnancy and/or childbirth and other conditions related thereto.
  8. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer.
- d. Sick leave usage shall be charged in minimum units of one-half (1/2) hour for any hour or fraction of an hour taken by an employee. Employees shall make every reasonable attempt to schedule medical appointments toward the end of the work day.
  - e. For the purpose of this Article, the definition of immediate family shall be spouse, child, step-child, mother, father, step-parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, any other person who is a permanent resident of the employee's household.

Section 28.3 An employee with ten (10) or more years of service with the Fayette County Engineer who retires from active service shall be paid for twenty-five percent (25%) of the value of his accrued but unused sick leave, up to a maximum payment of six hundred (600) hours. Payment shall be made at the rate of pay the employee was earning immediately prior to retirement.

Section 28.4 An employee who is laid off, upon reinstatement, will have placed to his credit all accumulated and unused sick leave existing at the time of his/her layoff.

Section 28.5 In the case of death of an active employee with more than one (1) year of continuous service with the Employer, the employee's earned but unused sick leave will be converted to a lump sum payment, equal to twenty-five percent (25%) of the employee's total sick leave accumulation up to a maximum payment of six hundred (600) hours, payable to the employee's beneficiary as previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of a beneficiary, the payment shall be made to the employee's estate, upon application by the executor or administrator of the estate.

Section 28.6 Sick Leave Incentive Exchange. If an employee's sick leave usage in any one calendar year beginning January 1, 2001, falls within the categories listed below, the employee may choose to exchange some of his/her sick leave accumulation according to the following schedule:

0 hours used	Exchange 30 hours for \$350.00 or 2.0 Compensatory Days
0+ to 8 hours used	Exchange 20 hours for \$250.00 or 1.5 Compensatory Days
8+ to 20 hours used	Exchange 10 hours for \$150.00 or 1.0 Compensatory Day
20+ to 32 hours used	Exchange 5 hours for \$100.00 or .5 Compensatory Day

All exchange hours will be deducted from the participating employee's sick leave accumulation. An employee must take either/or the cash allowance or the time off. An employee must maintain at least one hundred (100) hours accumulated sick leave in their sick leave bank. Sick leave hours taken as funeral leave will not be considered in calculating a participating employee's total sick leave usage for the calendar year. Payment for exchange hours shall be paid by separate check.

Section 28.7 Employees who demonstrate a pattern of sick leave use, excessive use or otherwise abuse sick leave may be subject to disciplinary action.

Section 28.8 Employees who exhaust their accumulated sick leave must exhaust any accumulated paid leave prior to applying for a leave of absence without pay under Article 30.

## **ARTICLE 29 LEAVES OF ABSENCE**

Section 29.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence.

- A. Family Medical Leave Act (FMLA). Employees shall be entitled to Family Medical Leave consistent with the application of State and Federal laws.
- B. Personal Leave. At the discretion of the Engineer, and after exhaustion of accumulated paid leave, the Engineer may grant unpaid personal leave for a period of not less than one (1) week and not to exceed six (6) months. Personal leave will not be issued in conjunction with injury leave.

Section 29.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence.

- A. Court Leave. The Engineer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the Engineer unless such duty is performed totally outside of normal working hours. An employee released from jury duty or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation and the State Employment Relations Board hearings. It is not proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation (if sufficient vacation credit has accrued to the employee) at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.
  
- B. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or other reserve components of the Armed Forces of the United States may be granted leave of absence from their respective duties with pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of one hundred seventy- six (176) work hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement form to the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those military components listed above may 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 Military leave for the year. The leave will cover the official period of the emergency.
  
- C. Injury Leave. In the event of a job-related injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of horseplay, self-infliction or negligence by the employee, the Employer shall grant the employee, beginning on the eighth (8<sup>th</sup>) day of absence, full pay for a period not to exceed sixty (60) days. This period may be extended for an additional period of up to sixty (60) days at the discretion of the Employer.

Any employee claiming a job-related illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation within ten (10) days of the job related injury or occupational illness or if the employee is incapacitate, as soon as possible, thereafter. Upon approval of the injury claim by Workers' Compensation, the employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation for all time paid by the Employer for the injury leave claim. In the event an employee has no accumulated paid leave time, he/she may be placed on approved unpaid leave and such employee will be held responsible to pay back any compensation received but not earned.

It is understood and agreed that the Employer's obligation under this Article is only or the difference between the employee's regular rate of pay and the amount of income benefits to the employee from Workers' Compensation, and is not in lieu of Workers' Compensation.

A partially disabled employee who is eligible for injury leave under this Article may be required by the Employer to perform limited duty work, subject to the limitations set, and approval by, the employee's physician, and the availability of such limited duty work. Assignments hereunder shall be solely within the discretion of the Employer.

- D. Union Leave. A leave of absence without pay shall, assuming operational needs permit, be granted with no less than two (2) weeks advance notice to the Engineer, to duly elect Union delegates or alternates for the purpose of attending the annual conventions of the Council and the biennial conventions of American Federation of State, County and Municipal employees, AFL-CIO. The number of employees granted such leave will not exceed two (2) per convention. Employees shall be entitled to use accumulated vacation, personal leave or compensatory time.

## **ARTICLE 30 SEVERANCE PAY**

Section 30.1 An employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all overtime, compensatory time, unpaid vacation leave credited but unpaid. Upon retirement the employee shall receive pay for credited but unused sick leave conversion upon retirement in accordance with Section 28.3 of this Agreement and if the employee meets the criteria set forth in Section 28.3, the percentage of sick leave allowed for payment under Section 28.3.

Section 30.2 In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the employee's estate, if no beneficiary is named, in accordance with the terms of this Agreement.

## **ARTICLE 31 NO STRIKE / NO LOCKOUT**

Section 31.1 The parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Engineer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 33.1 (A) of this Agreement.

Section 31.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 33.1 (A) of this Agreement is subject to discipline or discharge by the Engineer.

Section 31.3 In the event of any violation of Section 33.1 (A) of this Agreement, the Union shall promptly do whatever it can to prevent or stop such authorized acts.

Section 31.4 Nothing in this Article shall be construed to limit or abridge the Engineer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 31.5 Any grievance due to discipline as a result of violation(s) of this Article shall be limited before an Arbitrator the sole question of whether or not the employee did in fact participate in or promote the prohibited activity.

## **ARTICLE 32 SEVERABILITY**

Section 32.1 This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 32.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

### **ARTICLE 33 WAIVER IN CASE OF EMERGENCY**

Section 33.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Fayette County or the Federal or State Legislature, such are acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Engineer:

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

Section 33.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

### **ARTICLE 34 MINIMUM QUALIFICATIONS**

Section 34.1 It is the responsibility of employees to maintain the minimum qualifications of their classifications as established by the Engineer and/or mandated by State or Federal law, including a Commercial Driver's License (CDL), and to remain insurable under the department's plan of insurance. The following are the current CDL license and endorsement requirements: Highway Worker II, III, IV and Mechanic - valid CDL, combination and tanker endorsement; Highway Worker V - valid CDL, combination, tanker, air brakes, and hazardous materials endorsements. In addition, any employee obtaining and utilizing an Ohio Herbicide License on behalf of the Engineer shall maintain a valid CDL with combination, tanker, air brakes and hazardous material endorsements. (See, also, Section 383, et seq. of the CDL statute and disqualifications.)

Section 34.2 Employees failing to maintain the minimum qualifications of their classification or who do not comply with State or Federal requirements or who are not insurable under the department's plan of insurance may elect to take a voluntary reduction of position to a lower classification at the lower rate of pay and for which the employee is qualified. Said reduction in classification shall continue until the employee regains his CDL and/or becomes insurable. If the employee does not voluntarily accept the reduction, the employee will be placed on a leave of absence without pay for a period not to exceed one hundred eighty (180) calendar days. If the employee fails to

regain the minimum qualifications or does not comply with the State or Federal requirements or does not become insurable under the Department's plan of insurance by the end of the one hundred eighty (180) day period, the employee shall be terminated.

Section 34.3 All employees are expected to make reasonable diligent efforts to maintain the minimum qualifications of the classifications, comply with State or Federal requirements and remain insurable under the Department's plan of insurance. Employees are to notify the Employer of any incident or event that might impact an employee's classification or insurability.

Section 34.4 The Union may grieve any arbitrary or capricious actions of the Engineer under this Article.

## **ARTICLE 35 DRUG TESTING**

Section 35.1 The Union recognizes that the Engineer must comply with the requirements of the Omnibus Transportation Employ Testing Act of 1991 effective on or before January 1, 1996.

Section 35.2 The parties agree that the Engineer shall have the right to develop and implement any and all necessary policies and procedures in order to meet the minimum requirements of said Act.

## **ARTICLE 36 DURATION**

Section 36.1 This Agreement shall be effective as of May 3, 2014, through May 2, 2017, and shall remain in force and effect until May 2, 2017, unless otherwise terminated as provided herein.

Section 36.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, not later than ninety (90) 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 upon receiving notice of intent.

Section 36.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement have arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Engineer and the Union and all prior agreements, practices, and policies, either oral or written, are hereby canceled.

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 or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

### **ARTICLE 37            PEOPLE CHECKOFF**

The Fayette County Engineer will deduct voluntary contributions to American Federation of State, County and Municipal Employee International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the wages 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 County by the Union. Money deducted shall be remitted to the union no later than ten (10) days following the end of the pay period in which the deduction is made, if so approved by the County Auditor. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. 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. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fee deducted.

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

The County'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 fee deductions.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from PEOPLE check off deductions made by the Employer pursuant to this Article.

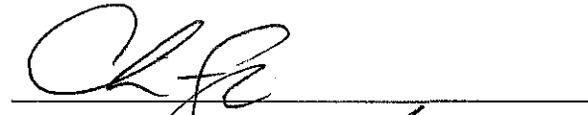
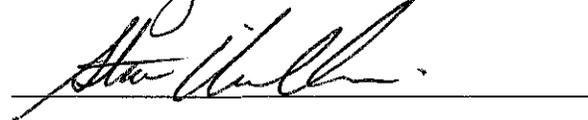
**FOR THE UNION:**

  
Stephen Roberts, Staff Representative  
AFSCME, Ohio Council 8, Local 1423

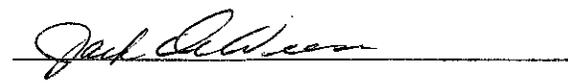
**FOR THE FAYETTE COUNTY  
ENGINEER:**

  
Steven G. Luebbe, P.E., P.S

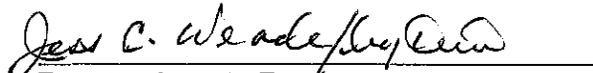
**BARGAINING UNIT REPRESENTATIVES:**

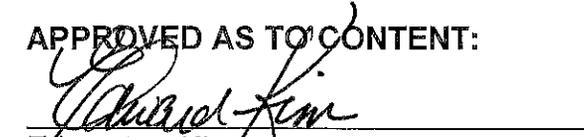
**FOR THE FAYETTE COUNTY  
COMMISSIONERS:**


**APPROVED AS TO FORM:**

  
Fayette County Prosecutor

**APPROVED AS TO CONTENT:**

  
Edward S. Kim,  
Fishel Hass Kim Albrecht LLP