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14-MED-03-0339  
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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN KNOX COUNTY ENGINEER**  
**AND**  
**OHIO COUNCIL 8,**  
**AMERICAN FEDERATION OF STATE, COUNTY,**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**Effective Through – June 30, 2017**

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**ARTICLE 1**  
**AGREEMENT**

- A. This document represents an entire Agreement entered into this 1st day of July 1, 2014 between the Knox County Engineer (“Employer”), subject to the approval of the Knox County Board of Commissioners, and the American Federation of State, County, and Municipal Employees (“AFSCME”), Ohio Council 8 and AFSCME Local 2803, to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend this Agreement to supersede any Ohio Revised Code and Ohio Administrative Code provisions on these subjects, including the code specifications not mentioned in this Agreement. The intent of this entire Agreement to supersede the Ohio Revised Code and Ohio Administrative Code is not contradicted because any one article herein does not specifically so indicate.
- B. If any part of this Agreement is rendered invalid by the U.S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties shall meet to negotiate over the invalid provision(s).
- C. This Agreement totally integrated all wages, hours, terms, and conditions of employment, eliminating any past and existing practices, prior or contemporaneous verbal agreements. The wages, hours, terms, and conditions which exist between the parties are to be understood from no other source but this Agreement, and the work rules as amended to date, and where appropriate the County Employee Handbook, and if not covered elsewhere the Ohio Revised Code. The parties expressly waive the right to submit any item for negotiation during the term of the Agreement.

**ARTICLE 2**  
**NEGOTIATIONS PROCEDURE**

- A. Negotiations  

Negotiations will be between the Knox County Engineer and AFSCME, Ohio Council 8, only.
- B. Location  

Meetings will be held at a mutually agreeable site.
- C. Dates and Times  

Meetings will be scheduled by mutual agreement as necessary. Sessions shall be four (4) hours maximum, except where extended by agreement of the parties.
- D. Committee  

The Bargaining Committees will consist only of the following:

For the Knox County Engineer: Knox County Engineer, Assistant Engineer, and Superintendents.

For AFSCME: Five (5) designated members of local AFSCME bargaining unit.

Additional representatives, including legal representatives for both sides may be added during the thirty (30) day period prior to the expiration of the agreement.

E. Chief Negotiator

There shall be only one spokesperson for each party, except that he may, on occasion, request one of his team members to address a specific issue.

For the Knox County Engineer: Designated Management Representative.

For AFSCME: Designated Union Representative.

It is understood that no tentative agreement on any article or the entire contract, oral or written, is effective unless specifically agreed upon by the chief negotiators for each party. Any agreement which is not approved by the chief negotiators is null and void.

F. Data

All requests for data shall be in writing. The Engineer does not have to submit any of his data to AFSCME until he receives data he has requested from AFSCME.

G. Written Proposals-Material

1. All written proposals and material may be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.
2. Each party may submit its entire bargaining package at the second bargaining session. Thereafter, no other bargaining topic may be demanded unless agreed to by both parties. The entire package shall consist of written proposals only and not merely philosophies to be presented in writing in the future.

H. Agreements

1. Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated, and initialed by the chief negotiators as tentative agreements.
2. It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators. The articles shall not become officially enforceable until the entire collective bargaining agreement has been reduced to writing and ratified by both parties.

3. When tentative agreements are reached on all articles to be included in the parties' contract, the AFSCME bargaining committee shall present the Final Agreement to its membership for ratification. The AFSCME bargaining committee shall then notify the County Engineer's chief negotiator about the result of the ratification vote. The County Engineer's bargaining committee will then present the Agreement to the County Commissioners for their ratification, if necessary. The County Engineer's chief negotiator will promptly notify AFSCME's chief negotiator of the Commissioners' action.

I. Recording

No mechanical or other recording devices shall be used during the negotiations sessions. Each party is responsible for taking its own notes.

J. Arrangements

Date and time of the next meeting shall, if possible, be agreed upon before the close of each session.

K. Caucus

A caucus may be called at any time during negotiations by the chief negotiator of either committee. The caucus will be part of the regular negotiations meeting. It should not be longer than one (1) hour.

L. Media

It is agreed that during the negotiation period up to impasse neither party will issue, nor cause to be issued, any statement to any news media.

**ARTICLE 3**  
**RECOGNITION**

- A. The Engineer recognizes AFSCME as the certified representative of all Highway Workers I& II, Highway Equipment Operator, Mechanics, Traffic Technician, Road Foreman, Bridge Foreman, Sign Foreman, Garage Foreman, Grounds Foreman. This excludes all confidential employees, management level employees, professional employees and supervisors as defined in the Ohio Public Bargaining Law, such as: Engineer, Assistant Engineer, Administrative Assistant, Payroll/Personnel clerk to Engineer, Road Superintendent, Bridge Superintendent, and Garage Superintendent. Listing the recognized classifications above does not restrict the Engineer's right to add or abolish job classifications.
- B. AFSCME agrees to represent all bargaining unit members equally.

- C. Clarification: If a dispute occurs between the County and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. §4117-5-01.

**ARTICLE 4**  
**UNION DUES CHECKOFF**

A. Union Dues Checkoff

- (1) The Engineer agrees to honor the Agreement between the Union and its members, as stated on its "Authorization for Payroll Deductions of Union Dues" Form attached hereto as Appendix "A", and deduct such dues from the wages of employees upon completion of probation.
- (2) Union dues deductions shall be made the first pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of Ohio Council 8, AFSCME, 6800 North High Street, Worthington, Ohio 43085 within ten (10) days following deductions.
- (3) The Union shall notify the County Auditor's office in writing of any increase in the current dues being deducted.
- (4) The Engineer's obligation to deduct dues shall terminate upon an employee's termination of employment or transfer to a job classification outside the bargaining unit.
- (5) The County Auditor shall provide the Union with an alphabetical list for employees for whom deductions were made; name, address and social security number shall also be included on the list. The Auditor will update current list only when changes are necessary.
- (6) The Union shall indemnify and save the Engineer harmless against any and all claims, demands, suits or other forms of liability that may arise out of complying with any of the provisions of this Article.

B. Fair Share Fee

- (1) All employees in the bargaining unit who are not members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union. All employees who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union effective upon

completion of probation. The monthly fair share fee amount shall be certified to the County by the Treasurer of the Local Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

- (2) AFSCME's fair share fee plan shall be in accordance with state and federal law, including any related regulations or case law.

C. P.E.O.P.L.E Check Off

- (1) The employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Unions' Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon the receipt from the Union of an individual's written authorization card voluntarily executed by the employee.
- (2) The contribution amount will be certified to the employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of 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 fees deducted.
- (3) An employee shall have the right to revoke such authorization by giving written notice to the employer and the Union at any time.
- (4) The employer's obligation to make deductions shall terminate automatically upon the receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- (5) All PEOPLE contributions shall be made as a deduction separate from the dues and the fair share deductions.

**ARTICLE 5**  
**UNION BULLETIN BOARDS**

- A. The Engineer will provide space for two (2) bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.
- B. One (1) bulletin board shall be located in an agreed upon area in the rest area and one (1) bulletin board located in an agreed upon area in the vicinity of the time clock.

- C. Both bulletin boards will be encased in glass and locked. The Union representative(s) will be provided a key for his (their) use.
- D. The Union agrees to provide the Engineer with a copy of any material it plans to post for his review and approval.
- E. Engineer agrees to provide a copy (of what is to be posted on the board) to a union officer prior to posting.

**ARTICLE 6**  
**NO STRIKES/LOCKOUTS**

- A. AFSCME and its members shall perform their duties in good faith.
- B. During the term of this Agreement, AFSCME and its members agree they will not engage in, initiate, authorize, sanction, ratify, sympathize, support, or participate in any concerted activity in or about the Engineer's premises or any other job site. AFSCME, its affiliates and members, shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure.
- C. AFSCME members engaging in any of the activities described in paragraph B shall be subject to disciplinary action by the Engineer which can be, but is not limited to, their discharge.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

- A. AFSCME recognizes that the Engineer is the body of authority solely vested with the right to run and to fund the Knox County Engineer's Department. He shall have the right to take any action he considers necessary and proper to effectuate any management policy, express or implied. The Engineer has no duty to bargain over his decisions or the effect(s) of such decisions.
- B. Except as limited by the expressed terms in this Agreement, the Engineer's management rights include, but are not limited to, the right:

to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, or discipline for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to subcontract work for emergencies involving the public health or safety that will not result in layoffs or loss of bargaining unit jobs; to determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Engineer to effectively and efficiently meet these purposes; to determine the size and

composition of the work force and each department's organizational structure, including the right to lay off employees from duty; to promulgate and enforce reasonable work rules, department orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, weapons and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the Department's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the Department's goals and mission; and to determine conduct and performance expected of an employee in an emergency situation.

- C. In addition, those rights not specifically limited in this Agreement are exclusively reserved by the Engineer. Any doubt under any article of this Agreement whether a right has been reserved to management is to be resolved in favor of the Engineer. Management rights, express or implied, are not a subject of the grievance procedure.

## **ARTICLE 8** **DISCIPLINE**

The Engineer will not discipline a non-probationary employee without just cause. Discipline is cumulative. Once an employee is disciplined for an activity, he may be given a greater level of discipline for later committing any other impermissible act. Higher levels of discipline may be given instead of warnings for first offenses. Discipline will be administered in a timely fashion.

Each disciplinary action is based on its own merits, and employees have no right to rely on the discipline imposed for other violations of this contract as a practice or guide to be applied to subsequent similar violations.

Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

This disciplinary system supersedes those methods in Ohio Revised Code § 124.34. The grievance procedure is the exclusive remedy for contesting disciplinary action. The Engineer shall determine the appropriate discipline to be administered in one of the ways described below:

- A. Verbal Reprimand is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline.
- B. Written Reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future evaluations of his conduct.

- C. Suspension is a written statement to an employee that he has been taken off his job without pay as a matter of discipline for a certain number of days.
  - 1. Holidays that fall during a disciplinary suspension will be counted towards the number of days suspended.
- D. Reduction is a change to a classification with a lower base pay range, a change to a lower step within the salary range for a given classification, or the foregoing of a step increase to which an employee is normally entitled. This may be used by the Engineer as a form of disciplinary action.
- E. Discharge is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance, and terminating his employment relationship with the Engineer.
- F. Before the Engineer issues a suspension, demotion or discharge, the non-probationary employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The Engineer is to notify the employee or AFSCME representative of the time, date, and place the hearing is to occur. The Engineer's decision to schedule the time and date of the hearing is final. The employee will have waived his opportunity for a hearing if he fails to attend the scheduled hearing.
- G. Records of verbal reprimands, written reprimands, and suspension shall cease to have force twenty-four (24) months after their effective date, providing that there is no intervening disciplinary action taken during that time period.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

#### **PURPOSE**

The grievance procedure is the exclusive procedure to deal with all alleged violations and labor disputes arising under this Agreement. It replaces any procedure provided by the State Personnel Board of Review. Grievances must be filed in good faith. Grievances are not to be used as a method to gain contract concessions unsuccessfully bargained for during negotiations.

#### **DEFINITIONS**

- A. Grievance is a timely written complaint by an employee over an alleged violation of a term or condition of this Agreement. No grievance can be amended after Step 1. The time lines imposed on the grievant herein are to be strictly construed. If a grievant fails to meet a time line the grievance shall be dismissed. If no decision is rendered by management at any step of the grievance process, the grievant may proceed to the next successive grievance step. AFSCME is to provide its members with all grievance forms, which must comply with the requisites outlined in Step 1.

- B. Working day means Monday through Thursday, excluding Friday, Saturday, Sunday, and recognized holidays.
- C. Grievant means an employee(s) or AFSCME. No employee will be discriminated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this agreement.

## PROCEDURE

### Step 1. FILING THE GRIEVANCE

The grievant must file a written grievance with his immediate supervisor within eight (8) working days after the matter complained of has actually occurred. All written grievances, in order to be effective for consideration by the Engineer, shall contain the following: (1) the specific contract provision alleged to have been violated; (2) a description of the act complained of; (3) the remedy sought; and (4) the signature of the grievant. Any omission of one of the above elements may be cause for the Engineer to dismiss the grievance.

The immediate supervisor has eight (8) working days from the time the grievance is properly received from the grievant and union officer or representative to decide the outcome of the grievance. If the immediate supervisor denies the grievance or fails to timely respond, the grievant may proceed to Step 2 by submitting the grievance to the Engineer within seven (7) working days after receiving the immediate supervisor's decision, or immediately after the seven (7) working day period expires.

### Step 2. ENGINEER'S RESPONSE

The Engineer or his designee shall submit a written decision to the grievant within eight (8) working days from the time he receives a properly submitted grievance. If the Engineer denies the grievance or fails to timely respond, the Union may submit the grievance to binding arbitration at Step 3.

### Step 3. FINAL AND BINDING ARBITRATION.

- A. Intent. Binding arbitration is intended to provide an employee the right to have his grievance decided by a disinterested third party. It is not to be used by AFSCME as a method to continue negotiations to gain contract concessions not obtained during bargaining. It is not a procedure to harass the Employer with continuous meritless claims.
- B. Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His authority must be derived from the essence of the provisions within this Agreement. The arbitrator cannot add, amend, alter or modify, in whole or in part, any provision of this Agreement. No law or outside sources other than the facts or arbitral precedent are to be used or extrapolated to interpret a grievance.

- C. Procedure. The Union must request grievance arbitration within three (3) calendar weeks after receiving the Engineer's decision at Step 2. This is done by notifying the Federal Mediation and Conciliation Service ("FMCS") that arbitration is being requested and giving a copy of this request to the Employer within the three (3) calendar week period. If the Engineer does not receive a copy of AFSCME's request within the three (3) calendar week period, the Engineer's decision at Step 3 is final and the grievance is settled.

The FMCS shall provide the parties a list of suggested arbitrators, the parties will then alternatively strike the names of the arbitrators until one name remains, that person shall be the arbitrator. The party who makes the first strike is determined by a coin toss.

The arbitration must be scheduled within thirty (30) calendar days from the time the parties receive the arbitration panel. The parties will schedule the arbitration based on the first three (3) dates the arbitrator and the party's representatives are available. If the arbitration is not scheduled within this time, unless the parties otherwise agree, the Engineer's decision at Step 3 is final and the grievance is settled.

**FAILURE TO ASSIGN AN ARBITRATOR** - The thirty (30) calendar day scheduling of arbitration can be extended up to an additional thirty (30) calendar days by written notification of failure to assign an arbitrator.

The grievant and Union president shall be allowed to attend the arbitration without loss of pay. All necessary witnesses shall be compensated at their hourly rate of pay for actual time they are released from work and required to testify.

The decision of the arbitrator made within the arbitrator's jurisdiction is final and binding on all parties. The arbitrator's fee is to be paid 100% by the losing party. The arbitration is conducted in accordance with the FMCS's rules and in accordance with state and federal law.

#### GRIEVANCE PROCEDURE CAPSULE (FOR QUICK REFERENCE).

Step 1. Written grievance filed with supervisor within eight (8) working days after the time the matter complained of has occurred.

Supervisor responds within eight (8) working days after properly receiving grievance.

Step 2. Grievance filed with Engineer within seven (7) working days after receiving supervisor's response at Step 2.

Engineer responds within eight (8) working days after properly receiving grievance.

Step 3. Arbitrator requested within three (3) calendar weeks after Engineer submits decision at Step 3.

BOTH PARTIES, BEING MANAGEMENT AND EMPLOYEE SHALL BE EXPECTED TO ATTEMPT TO RESOLVE THE GRIEVANCE AT ISSUE AT EVERY STEP OF THE ABOVE DESCRIBED GRIEVANCE PROCEDURE.

**ARTICLE 10**  
**LAYOFFS AND RECALL**

- A. The procedures in this Article supersede those in Ohio Revised Code §124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article.
- B. Layoff is a decision to reduce the present number of employees in their existing job classifications. Job reassignments and other temporary actions by the Engineer are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.
- C. Seniority is an employee's total number of continuous years of service with the Engineer, calculated from the employee's original date of hire to the effective date of layoff.
- D. The Engineer will use the following procedure when it becomes necessary to lay off any employees:
1. Temporary help, part-time employees, and newly hired probationary employees are laid off first.
  2. The Engineer will then request any employee for a voluntary layoff within the effective classification. Then if additional layoffs are necessary they will be based on the least number of years of seniority.
  3. The Engineer shall recall the most senior laid off employees first.

The Engineer is to provide notice of recall to laid-off employees by registered mail at the last known address provided to the Engineer. Recall rights are lost if the employee fails to accept the offered job within eight (8) working days from the recall notice.

A laid-off employee is not eligible for recall after one (1) year from the effective date of the layoff. Laid-off employees lose all seniority rights after that one (1) year period.

4. Laid off employees must pay their own insurance premiums except as noted in Article 10, Paragraph D 6 (below) and any other benefit premiums.
5. The Engineer is responsible to compile, maintain, and update a list indicating the bargaining unit employees' dates of hire (seniority). Dates of hire will be taken from the employment records. An employee's anniversary date will be adjusted for leave without pay that is requested by the employee and approved.

6. The Engineer agrees to maintain and pay the employee's portion of the insurance (Health and AFSCME Care Plan) for the first three (3) months of any lay-off. After the first three (3) months, employees shall be entitled to their COBRA insurance continuation rights, but only for fifteen (15) months.

## **ARTICLE 11** **VACANCIES**

- A. A vacancy occurs when the Engineer intends to fill an existing full-time bargaining unit job or when the Engineer intends to create a new classification. Leaves of absence or any other employment action, consequence or result which causes a job opening so as to appear to create a vacancy, does not automatically create a vacancy until the Engineer intends to fill that position.
- B. The Engineer will use the following procedure when it intends to fill a vacancy:
  1. **Posting.** The Engineer will post a vacancy notice naming the available job, and describing the required duties, responsibilities, and necessary employee qualifications. The posting shall be for not longer than eight (8) working days including the first working day of posting. An employee waives his right to bid on a job if his application is not received within the eight (8) day posting period.
  2. **Selection.** The Engineer will select the most senior qualified employee who meets the minimum qualifications for the position. The Engineer determines who is the most qualified for the vacancy, according to the position description posted by the Engineer or approved by the Department of Administrative Services. The Engineer may hire from the public should he determine no qualified bidders exist. In selecting, the Engineer may also consider special circumstances on an individual basis such as temporary or permanent disability or others that might be perceived to limit the prospective bidder's ability to carry out duties that are specified in the job description.
  3. Each qualified candidate will be given up to two weeks trial in the position being considered before the Engineer makes the selection.

## **ARTICLE 12** **HOURS OF WORK AND OVERTIME**

- A. The Engineer will schedule the official work week, Monday thru Thursdays, 6:30 a.m. till 5:00 p.m. The pay period begins 12:01 a.m. Sunday and ends 11:59 p.m. the following Saturday. The work week shall consist of forty (40) hours regardless of the length of the work day.
- B. Employees who are required to, and actually work, in excess of forty (40) total work hours in a seven (7) day work period will be compensated at a rate of one and one-half (1½) times their regular hourly rate of pay for those hours over forty (40) which they actually work. The Engineer is not obligated to schedule and assign overtime when extra work exists. The Engineer approves all overtime. When an employee is called in for

overtime work, he shall receive four (4) regular hours of show-up pay. If the employee works over two (2) hours and forty (40) minutes, he shall receive time and one-half for all overtime hours actually worked until he clocks out for that shift or starts his regular shift.

C. The following procedures apply to overtime situations:

1. The “no overtime” list must be signed in order for an employee to be ineligible for overtime. Any employee not signing the “no overtime” list will be considered ineligible. An overtime accumulation list will be kept year round by the garage superintendent. For purposes of calling in employees for overtime work, the work year shall run from November 1 to October 31 (all employees shall be considered to have zero overtime on November 1). The first call-ins after the November 1 date will be made as needed at the superintendent’s discretion. Thereafter, throughout the year, call-ins will be based on the superintendent’s attempt to equally distribute overtime for all work units of the Engineers department. The procedure will be as follows:
  - (a) If an employee is called for overtime and works, he will be credited for hours worked.
  - (b) If an employee is called for overtime and refuses, he will be charged “red time” hours averaged that he would have received for that call in.
  - (c) If an employee is called for overtime and is not reached, for any reason, (no answer, answering machine, busy signal, not home, etc...) he will be charged “red time” hours averaged that he would have received for that call-in.
  - (d) If an employee signs the no-overtime list he will be given red time hours for any shift not worked.
  - (e) If an employee is on disciplinary suspension he will be given red time hours for any shift not worked.
2. **DIVISION TRUCK DRIVERS WILL BE CALLED FIRST TO FILL IN ALL TRUCK DRIVING POSITIONS.** Empty slots due to time off, will be filled with positions from the sign shop and bridge division, equipment operators/ mechanics and foreman.
3. During overtime, employees are not permitted to loiter in the garage or office. When the work is finished, employees will be expected to clock out and go home. During shift work as warranted by the superintendents, employees shall start and end their shift at the time prescribed by the superintendents.
4. After working not more than sixteen (16) consecutive hours, an employee will be relieved from duty. He will be required six (6) hours off before returning to work. If the 16 hours runs into a regular shift, an employee may request vacation

or comp time off for the remainder of his shift. Normal notification requirements may be suspended in these cases. In some situations, the 16 hour/ 6 hour rule may be suspended, at the discretion of the superintendents.

5. Employees sharing rides to work are not guaranteed equal amounts of overtime for their convenience. The Engineer is not obliged to schedule and assign overtime when extra work exists.
  6. The Engineer and superintendents approve all overtime, and may schedule and call in who they need in any given circumstance. Equal amounts of overtime for every employee will be attempted but not guaranteed.
  7. The Employer shall determine when mandatory overtime is required, however the employer will first utilize the call list to seek volunteers and, if insufficient volunteers are obtained in this manner, overtime may become mandatory at the discretion of the Engineer. Under such mandatory circumstances, the employer shall call employees according to the current call list, up to the number of employees needed to report for mandatory overtime.
- D. Time on sick leave prior to (or scheduled prior to) the assignment of overtime in a work week, will not be deducted in computing time worked for overtime. A doctor's slip shall be required for sick leave taken the work day immediately following assignment of overtime. Holidays, vacation and comp time will not be deducted in computing time worked for overtime.
- E. Employees are required to punch a time clock upon arriving and departing from work.

**ARTICLE 12B**  
**COMPENSATORY TIME**

- A. The employee may request compensatory (comp time) time in lieu of overtime.
- B. Employees may accumulate and maintain, up to but not to exceed two hundred forty (240) hours of comp time, however, employees may only schedule off one hundred and sixty (160) hours of comp time as time off, all comp time hours greater than one hundred and sixty (160) must be cashed out as described in Section C below. One and one-half hours of comp time are given for each hour of overtime worked. The Engineer has the right to make the final determination of when the comp time may be used.
- C. Overtime taken in comp time will be recorded from November 1 to October 31 of the following year. Comp time not exhausted by October 31 will be cashed out and paid at the first pay period following October 31st. Unused comp time will be paid at the existing rate of pay.
- D. Employees requesting comp time shall use the following procedure.

1. For one (1) hour up to two (2) days comp time, an employee shall make a request to his supervisor at least (1) day in advance (24) hours before the requested time off begins);
  2. For three (3) days or more comp time, an employee shall make a request to his supervisor at least three (3) working days in advance;
- E. Newly hired employees on probation are eligible to request comp time (up to 40 hours maximum) in lieu of overtime. After the new hire completes the 365 day probation period, the employee may request and use comp time in lieu of overtime per Article 12B Section B.

### **ARTICLE 13** **ASSIGNMENT OF WORK**

- A. The Engineer makes all job assignments. All employees shall be required to perform any and all assigned duties of which they are capable to perform, regardless of their job classification or regularly assigned duties. No employee can refuse a job assignment unless it would involve him in serious imminent danger.
- B. The Engineer reserves the right to assign bargaining unit work to temporary, casual, intermittent or seasonal employees. The Engineer also reserves the right to assign an employee to take the place of an absent bargaining unit employee without paying increased wages for the time spent in the bargaining unit employee's job. The Engineer can make such assignments for an absent bargaining unit employee during the work year for up to thirty (30) calendar days.
- C. Employees replacing an absent bargaining unit member in a higher classification will be held to a reasonable standard of performance, but not as great as the employee normally performing the job that is being temporarily filled. However, if the assignment exceeds thirty (30) calendar days, the employee will be held to the standard of an employee normally performing the job and shall receive the higher rate of pay. The Engineer reserves the right to transfer any such transferred employee back to his previous position at the previous position's wage rate.
- D. Employees shall not trade shifts or assignments.

### **ARTICLE 14** **UNIFORMS**

- A. All employees will be provided uniforms which must be worn during work hours. The uniforms must be turned in for cleaning once each week. Failure to turn in uniforms for cleaning each week shall result in progressive discipline. Lost, stolen or abused items are replaced by the employee.
- B. All employees in the bargaining unit are subject to the provisions set forth in the Uniform Allowance Policy as it may be amended from time to time. All employees shall wear ANSI approved (as amended to date) steel toed safety footwear. If footwear and clothing

is purchased using the Engineer's boot/clothing allowance, footwear shall be steel toed safety footwear and clothing shall be ANSI Class 2.

- C. The Engineer agrees to provide each employee a boot/clothing allowance of up to \$350.00 once during the agreement period. The previous Implementation of this allowance will continue, so that all of the employees will have made their purchases within 3 years. The Engineer will provide a list of approved items for purchase
- D. The Engineer reserves the right to require certain personal protective equipment (PPE) to be worn by employees during work assignments. All PPE's will be provided by the Engineer and will be issued to individual employees. Lost, stolen or abused PPE's will be replaced at the employee's cost. Failure to wear PPE's as required shall result in progressive discipline.
- E. Employees may wear shorts during warm weather. The Engineer does not provide shorts. If the employee chooses to wear shorts, they must be blue uniform shorts only. Jobs not suitable for wearing shorts include, but are not limited to, cutting and chipping brush, fabrication, weed-eating and spraying. Employees wearing shorts must have readily available in their vehicle a pair of uniform pants, due to job reassignment. Employees shall not be permitted to leave work to retrieve long pants and may result in loss of privilege.
- F. Employees may wear T-shirts, in place of uniform shirts during warm weather. All T-shirts or sleeveless tailored T-shirts should be plain colored and non-altered. Muscle shirts, tank tops, and mesh shirts are not permitted. Logos are not permitted (with the exception of uniform printed AFSCME T-shirts).

## **ARTICLE 15** **TRAINING**

Employees will be required periodically to attend first aid and cardiopulmonary respiratory ("CPR") training sessions and other instructional seminars, as part of their assigned duties. Such seminars may include OSHA training and training from the County's Safety Coordinator. They are expected to conduct themselves in a proper manner while attending these sessions, and are subject to discipline if, during that time, they engage in misconduct to such an extent that the instructor reports their activity to the Engineer. Employees may be excused from safety and CPR training sessions if they produce evidence of current certification in those areas.

## **ARTICLE 16** **PHYSICAL EXAMINATIONS AND REASONABLE ACCOMMODATIONS**

- A. The Engineer may, at his cost, require any employee to be examined by a physician to determine whether the employee is physically fit to effectively perform his job. No examination shall be given without just cause. The Engineer's physician will make decisions on the issue of physical fitness by considering the existing job classification

specification for the position. American Medical Association standards for physical fitness will also be used.

With respect to a determination that an employee has a disability, an employee who disagrees with the Engineer's physician's determination of his physical condition may choose, at his expense, a doctor for a second opinion. If the two doctors' reports conflict, a third physician shall be chosen by the Engineer to issue a decision as to the employee's physical condition, which shall be deemed final. The cost of the third opinion shall be shared equally by both parties.

- B. If the Engineer's physician determines an employee is not physically fit to perform his job, the employee will be placed on an unpaid leave of absence for up to six (6) months to achieve physical fitness. After the six (6) month period, the employee will be re-examined by the Engineer's physician to determine if the employee has corrected the problem. If he has not, a disability leave shall then be granted. If a disability leave lasts longer than three (3) years, the employee will be terminated; if less than three (3) years, the employee may notify the Engineer of his intent to return to work. Upon notification by the employee, the Engineer shall return him to an available, same or similar position. The Engineer may order a physical examination before reinstating the employee. No benefits or rights accrue to an employee while on a disability leave. The employee may choose to use earned vacation time in lieu of the aforementioned leave.

The employee, if applicable, may apply for a disability separation in accordance with the ORC either at the end of the six-month unpaid leave period or at some other time. The employer, if applicable may place the employee on an involuntary disability separation in accordance with the ORC.

- C. The Engineer will comply with the ADA.

## **ARTICLE 17**

### **DRUG AND ALCOHOL TESTING**

The parties agree that the employees covered by the Collective Bargaining Agreement are subject to all of the provisions set forth in the Knox County Engineer Drug and Alcohol Free Workplace Policy as it may be amended from time to time. Please refer to the Knox County Engineer and Alcohol Free Workplace Policy.

## **ARTICLE 18**

### **POLITICAL ACTIVITY**

Office of County Engineer employees are prohibited from engaging in certain types of political activity as outlined in Ohio Revised Code §§ 124.57, 124.59, 124.60, and 124.61. The Engineer may make limited exceptions to this policy if he determines no conflict of interest exists.

**ARTICLE 19**  
**PERSONNEL FILES**

There shall be one (1) personnel file. It shall be kept by the Engineer as a permanent file. All reports on employees shall be placed in the file. No anonymous reports will be placed in the file. Employees have the right to make a written comment to any report and have it placed in their file. They will be advised if any disciplinary reports are placed there. Access to the personnel file is limited to the Engineer, his agent, the employee, or, with the employee's permission, the AFSCME representative or anyone else who may legally be entitled to access to such files. Permission from the Engineer must first be given to those authorized by this Article to have access to the personnel file. Unauthorized removal of materials from file is cause for discipline. The first ten (10) pages of copies of materials shall be provided by the Engineer. All additional copies shall be paid for by the person requesting the copies.

**ARTICLE 20**  
**EMPLOYMENT CONDITIONS**

A. Promotions Promotions will be based on the Engineer's opinion of the ability of the employee to perform a job, the overall record of the employee and the seniority within a particular classification which the employee holds. These considerations are not given equal weight.

B. Transfers Voluntary or involuntary transfers may be considered at any time by the Engineer. All transfers with or without request are at the discretion of the Engineer. Involuntary transfers shall only be for just cause.

An employee wishing to transfer within his classification from one department or division to another may request it in writing to the head of this department. Seniority in classifications will be retained. All transfers are subject to final approval of the Engineer. Employees who voluntarily transfer into another classification shall receive the rate of pay in that classification at the Engineer's discretion.

C. Reassignment When, because of physical or other infirmities due to a work related injury, an employee is unable to perform the duties of his position, but is qualified for service in another classification, he may, with the Engineer, be reassigned to another classification.

D. Resignation It is appropriate for employees who, of their volition, terminate employment with the Office of the Engineer, to submit a (signed) written resignation. Failure to submit a written resignation may require the Engineer to file an order of removal. A written resignation will preclude any conjecture regarding separation and is to the employee's advantage regarding employment references.

E. Damage/Misuse of County Property Each employee is obligated to properly maintain and operate all County property and equipment. Misuse or abuse of County property and equipment is grounds for discipline, up to and including discharge. An employee assigned to operate machinery or equipment that he has never used or operated before shall be held to a standard of reasonable care. Equipment is to be operated only by

foremen, equipment operators or mechanics. Equipment is defined as off-highway equipment - not to include fork lifts, asphalt rollers, blade-tractors, side-mount or 3-point hitch type conventional (berm) mowers, (boom mowers are considered equipment), bucket truck and vacuum truck.

## **ARTICLE 21** **PROBATION**

- A. The probationary period for new employees of the Engineer is one calendar year (365 days) from date of hire. Pay status will be at the rate of pay for the classification hired (Highway Worker II unless agreed otherwise) but will not increase until they have completed an evaluation at one calendar year, at which time their pay will "catch up" with their classification. A newly hired probationary employee's seniority is calculated from his original date of hire after he successfully completes his probationary period. Union dues or fair share fees will be deducted beginning upon completion of probationary period.
- B. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period. Such action will not be grievable under terms of this agreement or otherwise subject to appeal before the State Personnel Board of Review or any court.
- C. Newly hired probationary employees will be entitled to compensatory time ( 40 hours maximum), holiday pay, and personal time.
- D. Current employees who are promoted to a new classification in the bargaining unit shall serve a ninety (90) calendar day probationary period and can only be dismissed for just cause. They shall be paid the rate of the promoted classification. Promoted employees who do not successfully complete their probationary period, will be placed in their former classification and wage scale.

## **ARTICLE 22** **LUNCH AND BREAKS**

- A. Time off for meals (without pay) will be allotted for each employee. All mealtimes shall be limited to one-half (½) hour. Lunch will begin at 11:30 a.m., unless a different time is approved by the supervisor because of a particular job circumstance.
- B. During overtime hours, employees may request time off for meals (with pay) through the dispatcher or superintendent-in-charge. The employees are entitled to a 15 minute break if they have worked less than four (4) hours of overtime. The employees are entitled to a 30 minute break if they have worked more than four (4) hours of overtime. All employees must notify the dispatcher when returning to duty. Request for meals shall state the names of employees and the location.
- C. Travel to restaurants using County vehicles is allowed during lunch break only if the restaurant is within two (2) miles of the work assignment, and the Superintendent gives permission to go to the restaurant. Employees must notify the dispatcher when they are

leaving the work site, name(s) of employee(s), the destination and when they have arrived back at the work site location. Only two (2) County vehicles are allowed at a restaurant at any time. The time allowed for lunch break shall include travel time to and from the restaurant. The foreman or the ranking employee on the job site will be responsible for notification of his crew traveling to the restaurant.

- D. Employees regularly assigned to the garage and any employee coming to the garage for lunch that wish to leave the grounds to go to a restaurant, shall notify the superintendent. The time allowed for lunch break shall include travel time to and from the restaurant.
- E. Employees will be provided a fifteen (15) minute break from 10:00 a.m. to 10:15 a.m. and a fifteen (15) break from 2:00 p.m. to 2:15 p.m., unless a different time is approved by the supervisor because of a particular job circumstance. Employees will not be permitted to leave the work site and shall make every effort to be inconspicuous to the general public during such break lime. Employees shall not stop at restaurants during breaks for any reason except serious emergency unless permission to do so is granted by a supervisor.

**ARTICLE 23**  
**SICK LEAVE**

- A. All employees of the Engineer, including part-time, seasonal, and intermittent, accrue sick leave at the rate of 4.6 hours for each eighty (80) hours worked or its equivalent. Unused sick leave is cumulative indefinitely. There is no provision for advance sick leave.

An employee who transfers from another agency or is reinstated to the Engineer's office retains his sick leave balance, provided the time between separation and reappointment does not exceed ten (10) years.

- B. If an employee uses sick leave in a pattern, the Engineer may reasonably suspect pattern abuse. The employee will be subject to progressive discipline up to and including discharge. Examples of pattern abuse are as follows:
  - 1. Before and/or after holidays and vacations
  - 2. Before and/or after weekends
  - 3. After pay days
  - 4. Any one specific day
  - 5. Absence following overtime worked
  - 6. Full days or half days for local doctor appointments unless justified
  - 7. Continued pattern of maintaining 180 hours or less of sick time

8. Call in sick when a request for vacation has been denied.

All payment of sick leave is subject to the Engineer's final approval. In order to be paid for sick leave, an employee must provide a request for leave form describing nature of illness of employee or employee's immediate family member who is ill. If the employee's illness or injury or the illness of an immediate family member is longer than three (3) days, or on the third (3rd) individual sick day if three (3) individual sick days are taken within a thirty (30) day work period, the employee must have an excuse form completed by the physician. Incomplete forms shall be expected to be completed to the satisfaction of the Engineer no later than the following work day.

- C. Sick leave shall be paid at one hundred percent (100%) of the employee's regular rate of pay.
- D. Sick leave shall be granted to an employee only upon approval of the Engineer and for the following reasons:
  1. Illness or injury of the employee or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the Engineer may credit sick leave when he believes it justified, but such cases will be carefully investigated).
  2. Death of a member of his immediate family (sick leave usage limited to forty (40) hours).
  3. Medical, dental or optical examination or treatment of employee or a member of his immediate family. Any employee anticipating a scheduled operation (surgical procedure including dental) shall notify the Engineer's office at least two (2) weeks in advance of the procedure and provide the date of procedure, the duration of estimated (average) recovery period and approximate return to work date. This will also include reporting on progress during recovery and notification of any changes in return-to-work date.
  4. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
  5. Pregnancy and/or childbirth and other conditions related thereto.
  6. For purposes of sick leave, definition of immediate family: Grandparents, great-grandparent, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, step-child, step-parent if living in the same household, a legal guardian or other person who stands in place of a parent (loco parentis).

- a. Grandparents-in-law, aunts, and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day.
- E. When an employee is incapacitated and is unable to report to work, he shall as soon as reasonably possible notify by telephone or other means of communication, to his immediate supervisor or other designated person. Notification during regular working days shall be made between the hours of 5:30 a.m. and 6:00 a.m. If such notification is not made, the absence will be charged to AWOL (neglect of duty). No payment will be made for the absence. Subsequent notification, beyond the first day of absence, shall be governed by the nature of the circumstances. Exhaustion of sick leave is no excuse for failure to comply.
  - F. Employees with work-related injuries and/or restriction will be offered provisional duty. Employees with non-work related injuries may request provisional duty if the following apply:
    - 1. Must be approved by the Engineer
    - 2. Must be under a physician's care
    - 3. Must have an available position
    - 4. Will be paid at the Highway Worker I level until returned to full duty

Employees must have a release from physician to return to full duty.

- C. If illness or disability continues past the time covered by earned sick leave, the employee shall be granted a six (6) month unpaid leave of absence. If the disability continues past the expiration of the six (6) month unpaid leave of absence, a disability leave shall then be granted. If a disability leave lasts longer than three (3) years, the employee will be terminated; if less than three (3) years, the employee may notify the Engineer of his intent to return to work. Upon notification by the employee, the Engineer shall return him to an available, same or similar position. The Engineer may order a physical examination before reinstating the employee. No benefits or rights accrue to an employee while on a disability leave. The employee may choose to use earned vacation time in lieu of the aforementioned leave.
- D. Seniority shall continue to accrue for an employee on disability up to six (6) months.
- E. Employees failing to comply with sick leave rules and regulations may be disciplined. Fraudulent application for sick leave may result in dismissal and refund to the County of salary or wage paid to the former employee. Any misuse or abuse of sick leave is cause for discharge.
- F. Employees who maintain the following balances listed below may cash in their sick leave once per calendar year.

400 hours of sick leave	24 hours one time only
600 hours of sick leave	40 hours one time only
720 hours of sick leave	50 hours - one time only

840 hours of sick leave	60 hours - once every 2 years
960 hours of sick leave	80 hours once per year

After 20 years of continuous service with the Knox County Highway Department

960 hours of sick leave	15 days (120 hours)
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After 25 years of continuous service with the Knox County Highway Department

960 hours of sick leave	20 days (160 hours)
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Sick leave may be cashed in on the following dates: 1st pay in January, 1st pay in April, 1st pay in July and the 1st pay in October. The Knox County Auditor states if you ask for a separate check, federal tax will be taken out at a flat 25%, if written in combination with regular wages; tax will be taken out according to the current W4 on file.

Note for clarification only:

The Ohio Revised Code Section 124.39 allows for a pay-out upon retirement of 25 percent of the employee's accumulated sick leave balance, up to a maximum of 240 hours. The accumulated sick leave balance must be at least 960 hours to be paid the maximum 240 hours. Any balance above 960 hours at retirement will be forfeited without pay, and anything less than 960 hours will be paid at 25 percent.

## **ARTICLE 24**

### **HOLIDAYS AND PERSONAL DAY**

A. Each full-time employee in the bargaining unit is entitled to holiday pay at the employee's regular rate of pay for the following holidays:

- |                           |                             |
|---------------------------|-----------------------------|
| 1. January 1              | 6. 1st Monday in September  |
| 2. 3rd Monday in January  | 7. 2nd Monday in October    |
| 3. 3rd Monday in February | 8. November 11th            |
| 4. Last Monday in May     | 9. 4th Thursday in November |
| 5. July 4                 | 10. Christmas Day           |

B. The holiday being observed starts at 12:01 a.m. on the day listed. In order to receive holiday pay for a scheduled holiday, the employee must work the day before and after the holiday, unless he is on vacation, comp time or personal time during that time. If an employee is on a disciplinary suspension he will not receive Holiday pay. He cannot use a sick day prior to nor after a holiday without an excuse form signed by a doctor. Pay for hours actually worked on a holiday is paid at the employee's regular rate. If the hours actually worked are over forty (40) in a work week, the employee will receive one and one-half (1½) times his regular rate of pay. Pay for hours actually worked on Christmas shall be paid at double-time rate, in addition to ten (10) hours' holiday pay.

C. Each employee per year shall be granted ten (10) hours of personal time which shall be non-accumulative. Each employee with a sick leave balance above 400 hours has the

option to utilize an additional ten (10) hours of personal time. Personal time is scheduled like vacations in Article 25 of this Agreement.

**ARTICLE 25**  
**VACATIONS**

- A. Vacation leave for full-time employees in the bargaining unit is as follows:

Years of Public Service:

<u>In an Ohio Public Agency</u>	<u>Weeks Vacation</u>
After one (1) year	Two (2) weeks
After eight (8) years	Three (3) weeks
After fifteen (15) years	Four (4) weeks
After twenty (20) years	Five (5) weeks
After twenty-five (25) years	Six (6) weeks

- B. Vacation request for the following year shall be made between the second Monday in January (the second Tuesday if the first fall on Saturday or Sunday) and March 1st. Seniority is the determining factor when employees in the same work unit request leave prior to the March 1st deadline. Request made after the March 1st deadline shall be granted based upon the workload requirements on a first come, first serve basis.

Employees signed up for any amount of leave during any day, shall be counted as one day. If an employee signs up for vacation, comp time or personal time after March 1st, and the day is full (with an employee on standby), and then reports to work he shall be charged with time off as one full day. A 24 hour notice to cancel is required. Employees off on sick leave will not be counted toward the number of employees allowed off.

The parties recognize that the Engineer has the authority to limit the number of employees within each work unit who may be on vacation leave at any given time. Vacation leaves will be granted at times most desired by employees, provided the workload is not adversely affected. The maximum number of full time employees off is six (6). This number includes Highway Worker I.

- C. Vacation time may be used in 1 hour increments up to thirty (30) hours. All other vacation time shall not be used in less than one-half (1/2) day increment.
- D. Employees scheduling vacations after March 1, or wishing to change their scheduled vacation, shall use the following procedures.
1. For one (1) hour up to two (2) days vacation an employee shall make a request to his supervisor at least one (1) day in advance (24 hours before the requested time off begins);
  2. For three (3) days or more vacation, an employee shall make a request to his supervisor at least three (3) working days in advance;

3. If an emergency arises and such advance notice cannot be given, the employee shall contact his supervisor with the request as soon as possible. Be advised that “emergency time off” will be limited to three (3) requests per employee, per year, unless there are extenuating circumstances. This “emergency time off” will be subject to inquiry and will not be granted unless approved by the superintendent. As part of the inquiry as to validity, paperwork including but not limited to statements, copies of invoices for repair work, etc. will be required. Emergency time off shall require a written explanation on all request for leave forms. Repeated patterns of emergency time off will be subject to discipline as a pattern abuse of time off. No vacation shall be taken until it has been approved by the supervisor.

An employee who has been notified that he must take vacation or lose vacation credits will be given first consideration.

- E. The O.R.C. Section 325.19 (C) states vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Engineer, may, in special circumstances, permit an employee to accumulate vacation from year to year. Vacation leave that is in excess of accrual for 3 years will be forfeited. The Engineer will allow payment of up to six (6) weeks vacation leave at retirement. Employees will be given the opportunity to use (burn) any excess leave prior to retirement or they will forfeit their right to be paid for any earned vacation leave over the six (6) weeks maximum.

**ARTICLE 26**  
**EMERGENCY APPLICATION OF THE CONTRACT**

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, Federal or State Legislature, or the Knox County Board of Commissioners, AFSCME recognizes that unilateral action may be necessary even though it is contrary to the express terms of this Agreement. The grievance procedure shall be on hold until such emergency is over. The work rules will remain in effect during such emergency.

**ARTICLE 27**  
**INSURANCES**

- A. The Employer shall offer to bargaining unit employees the same hospital, medical, major medical, and other health insurance coverage that is offered to Knox County General Fund employees outside the bargaining unit for the duration of this Agreement. The employee’s share of the monthly premium will be as follows on the effective dates:

Employees Share	Jan 2015	Jan 2016	Jan 2017
Single Premium	11.5%	13%	15%
Family Premium	11.5%	13%	15%

The Engineer will pay the remainder of the premium for family and single coverage. The Engineer determines the insurance carrier (including the county self-insured plan).

- B. The Engineer shall provide term life insurance through the AFSCME Care Plan or an equivalent plan. The policy shall provide for coverage of \$20,000 for the employee, \$2,000 of coverage for the spouse, and \$1,000 of coverage per child. The Engineer determines the term of the coverage.
- C. The Engineer shall contribute forty-one dollars and twenty-five cents (\$41.25) per month, per employee for AFSCME Care Dental 2-A, Vision, and Hearing.

**ARTICLE 28**  
**WAGES**

Hourly wages for Engineer employees are established as follows:

	2%	2%	1.8%
Classification	8/16/14	7/1/15	7/1/16
Highway Worker I	\$15.25	\$15.56	\$15.84
Highway Worker II Traffic Technician	\$18.77	\$19.15	\$19.49
Operator/Mechanic	\$19.45	\$19.84	\$20.20
Foreman	\$19.95	\$20.35	\$20.72

Effective July 1, 2015 and July 1, 2016, bargaining unit employees will also be eligible for an additional merit increase, not to exceed one percent (1%), based upon the previous years' performance evaluations. Employees will be fairly evaluated on these categories: productivity, record keeping, adherence to policy, interpersonal relationships and independence, and initiative. Details of the evaluation process will be contained in a separate document which will be discussed with employees in Labor Management prior to 7-1-2015.

**ARTICLE 29**  
**LONGEVITY**

- A. The employees shall receive a longevity adjustment to their rate of pay as follows:
- B. \$.08 X years of service and added to the regular rate of pay effective 7/1/14.

- C. Beginning on the anniversary date that an employee completes two (2) years of service the applicable amount of longevity pay will be added on a cents-per-hour basis to the employee's regular rate of pay. From thence forward, each July 1 the longevity pay will be added to the regular rate of pay per Article 29, Paragraph A above. For purposes of this Article, "years of service" means continuous service with the Knox County Engineer. Thirty (30) years of service maximum shall be used to calculate longevity.

**ARTICLE 30**  
**PAYROLL**

- A. There are normally twenty-six (26) pay periods per year. All employees are normally paid every other Friday and are paid for a two (2) week period. All payroll is direct deposited on Friday.
- B. Paystubs shall be issued on the Thursday at the end of the work day.

**ARTICLE 31**  
**PERSONAL LEAVE**

- A. Each employee in the bargaining unit who has completed two (2) years of continuous service may request an unpaid personal leave of absence up to six (6) months for personal reasons. An employee's anniversary date will be adjusted for leave without pay that is requested by the employee and approved.
- B. The granting of such leave is within the total discretion of the Engineer and such leave may not be taken unless approved in advance by the Engineer.
- C. An employee shall not be granted a personal leave for purposes of securing employment with another employer.
- D. Union Leave - A leave of absence without pay shall be granted to the duly elected Union delegates or alternates to the annual conventions of the Union Council and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, for the purpose of participation in such conventions. The number of employees granted such leave shall not exceed two (2) per convention. The total leave of all such employees attending such conventions shall not exceed four (4) days total per year. Leave cannot be used in increments of less than one day.

**ARTICLE 32**  
**MILITARY LEAVE**

- A. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods the total of which shall not exceed 16 working days in any one calendar year.

- B. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred sixty (160) hours.
- C. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds the thirty-one (31) day authorized paid military leave for the year, as provided in Section 2 above. The leave will cover the official period of the emergency.

**ARTICLE 33**  
**OPERS**

For tax deferment purposes, the full amount of the statutorily required Employee contribution to the Ohio Public Employees Retirement System (OPERS) shall be withheld from the gross pay of bargaining unit members. No bargaining unit member subject to this "pick-up" shall have the option of choosing to receive the statutorily required Employee contribution to the fund or of being excluded from the "pick-up". The parties agree that the county will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service change, the parties agree that they will continue to follow the Rules and Regulations of the Internal Revenue Service with regard to such deferment.

**ARTICLE 34**  
**CATASTROPHIC SICK LEAVE DONATION PROGRAM**

A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

The catastrophic sick leave donation program can be utilized only if all of the following conditions are met:

1. The Engineer determines that the injury or long-term illness is catastrophic;
2. A doctor approved by the Engineer certifies that a long term medical injury or illness exists;
3. The injury or long-term illness must require the employee to take at least thirty (30) calendar days off;
4. The employee must have worked for the Engineer at least one (1) year;
5. The employee shall not have been disciplined for sick leave abuse; see definition of sick leave abuse in Article 23, Paragraph B.

6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, vacation time and personal time;
7. All sick leave or compensatory time donations are voluntary;
8. Unless otherwise approved by Engineer, up to twenty-four (24) hours total per employee per catastrophe can be donated;
9. As noted in paragraph 6 above, the employee who will receive the sick leave donation must exhaust his sick leave first. Any remaining sick leave will be returned to all donors on a pro-rata basis; and
10. The sick leave donated is paid at the rate earned by the employee using the sick leave.

When the Engineer is made aware of an employee's need for sick leave donations, he shall post a notice informing the employees of the particular employee's need for assistance. This notice shall be posted for fourteen (14) calendar days. After such fourteen (14) calendar day period, no further donations will be accepted.

Not more than three hundred twenty (320) hours of time per catastrophe can be donated to any employee when catastrophic sick leave is utilized. Beyond the first catastrophic event, consideration will be at the discretion of the Engineer. Further, the employee proposing to make the donation must meet following conditions or his/her donation may not be approved by the Engineer:

1. The employee (donor) must have worked for the Engineer at least one (1) year.
2. The employee (donor) shall not have been disciplined for sick leave abuse.
3. The donation when deducted from the donor's sick leave balance shall not reduce his/her balance to less than one hundred eighty (180) hours.

### **ARTICLE 35** **EARLY RETIREMENT PROGRAM**

If an early retirement program is made available to all County employees, it shall be made available to all bargaining unit employees.

### **ARTICLE 36** **WORK RULES**

- A. The Engineer agrees to provide reasonable notice to the Union president prior to implementing any policies and procedures that will be reduced to writing.

Copies of these newly established written policies will be furnished to and discussed with the Union President prior to implementation unless circumstances require immediate

implementation. If immediate implementation is necessary, the Engineer shall notify the Union to explain the circumstances.

- B. Employees shall have access to these written policies for the duration of this Agreement.
- C. It is understood that the Employer has the authority to promulgate policies, procedures, and directives to regulate the conduct of the Engineer's Department.

**ARTICLE 37**  
**LICENSES**

It is agreed to by the parties that the Engineer has within its management rights the power to require a valid drivers license, including a COL license class A with tanker endorsement where applicable (which includes a license not currently under suspension by the State) and be insurable without an abnormal increase in expense under the County's current liability or other insurance policies to continue their employment in their current position.

**ARTICLE 38**  
**DURATION**

Section 38.1. This Agreement shall be effective upon signing and shall remain in full force and effect through midnight, June 30, 2017.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02).

IN WITNESS WHEREOF, the Undersigned parties pursuant to proper authority have caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

KNOX COUNTY ENGINEER:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO (AFSCME)

By: \_\_\_\_\_  
James L. Henry, P.E., P.S.  
Knox County Engineer

By: \_\_\_\_\_  
Bill Devore  
AFSCME, Council 8  
Chief Negotiator

By: \_\_\_\_\_  
Larry Bechtel  
Committee Member

By: \_\_\_\_\_  
Ed Moreland  
Committee Member

By: \_\_\_\_\_  
Clint Cochran  
Committee Member

By: \_\_\_\_\_  
Michael Feasel  
Committee Member

BOARD OF KNOX COUNTY COMMISSIONERS:

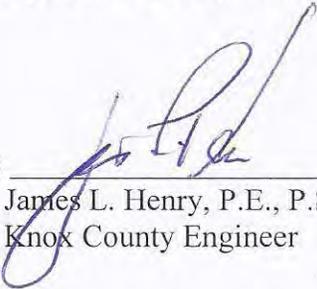
BY: \_\_\_\_\_  
Thom Collier

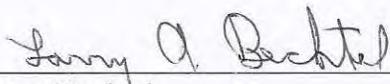
BY: \_\_\_\_\_  
Teresa Bemiller

BY: \_\_\_\_\_  
Roger Reed

IN WITNESS WHEREOF, the Undersigned parties pursuant to proper authority have caused this Agreement to be signed this 21 day of November, 2014.

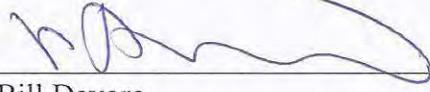
KNOX COUNTY ENGINEER:

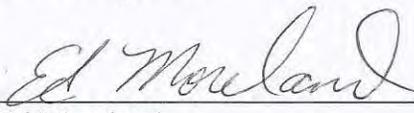
By:   
James L. Henry, P.E., P.S.  
Knox County Engineer

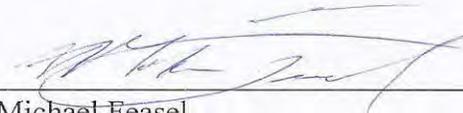
By:   
Larry Bechtel  
Committee Member

By:   
Clint Cochran  
Committee Member

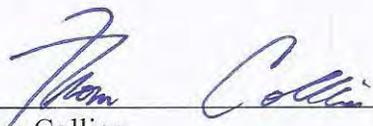
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO (AFSCME)

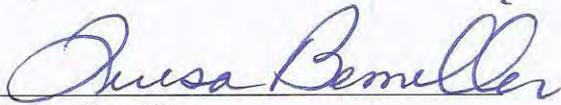
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AFSCME, Council 8  
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By:   
Ed Moreland  
Committee Member

By:   
Michael Feasel  
Committee Member

BOARD OF KNOX COUNTY COMMISSIONERS:

BY:   
Thom Collier

BY:   
Teresa Bemiller

BY:   
Roger Reed

**APPROVED AS TO FORM**

**Charles T. McConville**  
**Knox County**  
**Prosecuting Attorney**

