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14-MED-09-1089  
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K32374

**AGREEMENT**  
**BETWEEN**  
**WARREN COUNTY ENGINEER'S OFFICE**  
**AND**  
**WARREN COUNTY**  
**HIGHWAY EMPLOYEE'S ASSOCIATION**

**SERB CASE NUMBER**  
**14-MED-09-1089**

**Effective through**  
**December 31, 2017**

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**ARTICLE 1**  
**AGREEMENT / PURPOSE**

**Section 1.1.** The Agreement, entered into by the Warren County Engineer, hereinafter referred to as the "Employer," and the Warren County Highway Employees Association affiliated with Ohio Council 8, American Federation of State, County, and Municipal Employees, 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; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 2.1.**

A. Until changed by SERB as provided in Section 2.1B, the bargaining unit shall be described as follows:

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board ("SERB") in case number 09-REP-01-0003 and as amended including:

All full-time and regular part-time employees in the classifications of Highway Worker 1, Highway Worker 2, Highway Worker 3, Auto Mechanic 1, Auto Mechanic 2, Auto Mechanic 3, Maintenance/Building and Grounds Worker, Traffic Technician 2 and Traffic Technician 3.

but excluding:

Supervisors, seasonal employees, confidential employees, management level employees, and all other employees excluded by the Code.

If the bargaining unit involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval.

B. The Employer and Union shall jointly petition the Ohio State Employment Relations Board to amend the description of the bargaining unit as follows, and upon SERB's approval, the bargaining unit shall be described as set forth below:

The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board ("SERB") in case number 09-REP-01-0003 and as amended including:

All full-time and regular part-time employees in the classifications of Highway Worker 1, Highway Worker 2, Highway Worker 3, Auto Mechanic 1, Auto Mechanic 2, Auto Mechanic 3.

but excluding:

Supervisors, seasonal employees, confidential employees, management level employees, and all other employees excluded by the Code.

**Section 2.2.** The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above that is not certified as the representative of the bargaining unit by SERB.

### **ARTICLE 3** **UNION SECURITY**

**Section 3.1.** The Employer agrees to deduct membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

**Section 3.2.** The Employer agrees to deduct Union membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

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

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

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

**Section 3.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or 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 the Union dues deduction would normally be made by deducting the proper amount.

**Section 3.7.** The rate of which dues are to be deducted shall be certified to the Employer or designee by the Union during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

**Section 3.8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

**Section 3.9.** As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the Union, including employees who resign from membership of the Union, after the effective date of this labor agreement, shall pay to the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for annually certifying to the employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section.

#### **ARTICLE 4** **REPRESENTATION**

**Section 4.1.** Representatives of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designee.

**Section 4.2.** The Employer shall recognize no more than two (2) employees, one of which shall be the chief steward, designated by the Union to act as Union stewards for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Stewards, as provided herein. The Union may designate two (2) alternate stewards.

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

- A. Name;
- B. Address;
- C. Home telephone number; and
- D. Union office held.

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

**Section 4.4.** The investigation or processing of grievances (alleged or filed) by stewards may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the steward's assigned duties. Stewards shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during a steward's work time when release of the steward will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The steward will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

**Section 4.5.** The Union agrees that no steward or representative of the Union either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Union agrees not to conduct meetings involving on duty employees except to the extent specifically authorized by the Employer.

**Section 4.6.** The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Employer. Controversial items shall not be posted.

## **ARTICLE 5** **MANAGEMENT RIGHTS**

**Section 5.1.** The Employer possesses the sole right to operate the office 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 the functions and programs of the office 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, process, means or personnel by which operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.

- F. To determine the adequacy of the work force.
- G. To determine the overall mission of the office as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the office as a governmental unit.

**Section 5.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

## **ARTICLE 6 NON-DISCRIMINATION**

**Section 6.1.** The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry, military status, or genetic information of any person, or Union membership or non-membership.

**Section 6.2.** Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

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

**Section 7.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) 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.** An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made 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 effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

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

**ARTICLE 8**  
**PROBATIONARY PERIODS**

**Section 8.1.** Every newly hired employee shall be required to successfully complete a probationary period. The probationary period 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) calendar days. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. Any employee who successfully bids on a promotion shall serve a probationary period of one hundred eighty (180) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his/her former position during such period.

**Section 8.2.** An employee awarded a promotion or reassignment through the bidding process may voluntarily elect to return to his previous position at any time during the probationary period.

**Section 8.3.** Any employee who, while serving a probationary period, misses ten (10) or more work days due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

**Section 8.4.** Benefits for newly hired employees shall be effective on the date that is in accordance with the Employer's benefit plans.

**ARTICLE 9**  
**SENIORITY**

**Section 9.1.** "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 9.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

**Section 9.2.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Engineer.

- A. The following situations shall not constitute a break in continuous service:
  - 1. Absence while on approved leave of absence or FMLA;
  - 2. Absence while on approved sick leave or disability leave;
  - 3. Military leave; and
  - 4. A layoff of two (2) years' duration or less.
  
- B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge or removal for just cause;
2. Retirement;
3. Layoff for more than two (2) years;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of a leave of absence; and
6. A resignation.

**Section 9.3.** The Employer will post a seniority list on the garage bulletin board showing the continuous service of each employee, during the month of September of each year.

## **ARTICLE 10** **CORRECTIVE ACTION**

**Section 10.1.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes violations of the standards of conduct listed in the Employer's personnel policy manual. Forms of disciplinary action, but not necessarily the order of progression of penalties is:

- A. Counseling (written record);
- B. Written reprimand;
- C. Suspension (either without pay or a working suspension);
- D. Demotion; and
- E. Discharge from employment.

Determination of an appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct.

**Section 10.2.** Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the charges and notification of his right to representation.

**Section 10.3.** Counseling records and written reprimands are not subject to the grievance procedure. Suspensions, demotions and discharge are subject to the grievance and arbitration procedure.

**ARTICLE 11**  
**PERSONNEL FILES**

**Section 11.1.** Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any representative of the Union as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is either present at the time of the inspection or has provided written authorization including the signature of the employee.

**Section 11.2.** If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

**Section 11.3.** Records of counseling shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect two (2) years after the date of issuance, provided no intervening discipline has occurred. Records of minor suspensions (three [3] or less work days), shall cease to have force and effect two (2) years after the date of issuance, providing no intervening discipline has occurred.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

**Section 12.1.** A grievance is defined as an allegation that the terms of this Agreement have been violated.

**Section 12.2.** A grievance may be filed by any member of the bargaining unit or by the Union. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member in a similar manner, one (1) employee selected by the group shall process the grievance.

**Section 12.3.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

**Section 12.4** Written grievances must be filed on the form provided by the Employer and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;

2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

**Section 12.5. Step 1:** Within ten (10) work days of the incident leading to the grievance the grievant shall discuss the alleged grievance with his foreman. The foreman shall review the allegation with his supervisors, and shall report back to the grievant within five (5) work days of the initial discussion.

**Step 2:** A grievance unresolved at Step 1 may be submitted in writing to the Deputy of Operations, or the Assistant Deputy Operations in his absence, within five (5) work days of the foreman's response. Within two (2) work days of receipt of the written grievance, the Deputy/Assistant Deputy of Operations shall schedule a meeting with the grievant and his steward. A written response to the grievance will be prepared not later than five (5) work days of this Step 2 meeting.

**Step 3:** A grievance unresolved at Step 2 may be submitted to the Engineer within five (5) work days of the Step 2 response. The Engineer and his representatives will meet with the grievant and his steward within five (5) work days of receipt of the grievance. A Union Representative may also attend this meeting, but private individual counsel may not. The Engineer will prepare a response within ten (10) work days of the conclusion of this meeting.

**Step 4:** The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator from the following list: William Heekin, Frank Keenan, Bruce McIntosh, John J. Murphy and Michael Paolucci. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of fifteen (15) arbitrators from the FMCS, Cincinnati office. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;

2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or 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 the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense 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: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Prior to the arbitration the parties may agree to take the grievance to mediation. If the parties agree to mediate, but cannot agree on a mediator, SERB will be notified and SERB will appoint a mediator.

## **ARTICLE 13**

### **VACANCIES AND PROMOTIONS**

**Section 13.1.** Whenever a vacancy occurs in a permanent bargaining unit position which the Employer intends to fill, an announcement of the vacancy shall be posted on the appropriate bulletin board(s) for a period of ten (10) calendar days, not including the date of posting. The posting shall include a description of the position to be filled, the job duties and any special qualifications that may be required. Employees who believe they meet the requirements of the position and wish to be considered shall sign the posting prior to the closing date. A steward may sign and initial the name of an employee on leave during the posting if he is aware that the employee wishes to be considered.

**Section 13.2.** In deciding upon a successful bidder for a vacancy, the Employer will consider the applicant's experience; ability to perform the work; records of absence and tardiness and active discipline; education and training; and other qualifications. If the Employer, in his sole

discretion, determines that two (2) or more applicants are relatively equal considering the criteria for selection then seniority shall be the determining factor.

**ARTICLE 14**  
**LAYOFF AND RECALL**

**Section 14.1.** When the Employer determines that a long-term layoff or position abolishment of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff/abolishment. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff/abolishment on bargaining unit employees.

**Section 14.2.** Affected employees shall receive notice of any long-term layoff (lasting six [6] days or more) or abolishment fourteen (14) calendar days prior to the effective date of the layoff or abolishment. Employees will be notified of the Employer's decision to implement any short term layoff (lasting five [5] days or less) seventy-two (72) hours prior to the effective day of the layoff. Notice of short term layoff is considered received when it is personally delivered to the employee, or when the Employer has called the employee's residence to notify the employee of layoff, or when the Employer has used any other reasonable means to notify the employee. Notice of long term layoff is considered received on the day it is personally delivered to the employee, or on the third day after it is sent by U.S mail to the employee's last address on file with the Employer. Without limiting the other provisions in this Agreement, the Employer may use designees to carry out his responsibilities under this Article.

When notifying employees of a layoff within the organization, the Employer may also notify an employee that the employee may be bumped, and in that case a notice of possible bumping sent within the timelines for layoff notices above will be a timely notice of layoff, even if the Employer has to confirm at a later date whether the employee has been bumped.

**Section 14.3.** Employees shall be laid off in inverse order of seniority within the classification groups. Classification groups are as follows:

<u>A</u>	<u>B</u>	<u>C</u>
Traffic Technician 3	Auto Mechanic 3	Maintenance/Building and Grounds
Traffic Technician 2	Auto Mechanic 2	
Highway Worker 3	Auto Mechanic 1	
Highway Worker 2		
Highway Worker 1		

No employee may bump into another classification group. An employee may only bump a less senior employee in his or her classification or in a lower classification within his classification group. Also, an employee may only bump another employee if the bumping employee possesses the necessary skills and abilities to perform the work, and if the employee exercising bumping rights notifies the Employer within five days of his or her receipt of a long term layoff notice (or notice of being bumped due to a long term layoff), or prior to the effective date of a short term layoff.

Notwithstanding any contrary bumping timelines above, the Employer may establish a paper lay-off process under which employees who are to be laid off or displaced may be required, before the date of their paper layoff, to preselect their options for bumping other employees.

An employee who bumps shall be paid 3% less of his or her current base hourly rate.

**Section 14.4.** Notice of recall from layoff shall be sent by certified mail, return receipt requested, to the last mailing address provided by the employee. An employee is eligible for recall for a period of two (2) years after the effective date of layoff.

An employee has recall rights by seniority during that two (2) year period to the classification from which he or she was laid off, or to any lower other classification within his or her classification group, provided the employee possesses the skill and ability to perform the work of the position to be filled. The most senior employee eligible for the classification being filled by recall shall be offered recall before the next most senior eligible employee, and so on. An employee who accepts recall to a lower classification still retains his or her recall rights to higher classifications for which he or she is eligible during the balance of his or her two (2) year recall period.

**Section 14.5.** The provisions of this Article supersede all layoff, job abolishment and recall provisions in the Ohio Revised Code or Ohio Administrative Rules.

## **ARTICLE 15** **WORK RULES**

**Section 15.1.** The Union recognizes that the Employer or designee has the right to promulgate reasonable work rules, policies and procedures, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

**Section 15.2.** Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the Union at least five (5) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, and if the work rule would represent a change to a mandatory subject of bargaining, the Employer and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement a proposed change.

**Section 15.3.** The Union may file a grievance if it believes a conflict exists between this agreement and any newly implemented rules, policies or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.

**Section 15.4.** If a change in work rules, policies or procedures is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

**Section 15.5.** Newly written work rules, policies or procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance,

provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

## **ARTICLE 16** **HEALTH AND SAFETY**

**Section 16.1.** It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 16.2.** Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer. No employee shall be disciplined for filing a safety complaint.

**Section 16.3.** An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

**Section 16.4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH).

Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

**Section 16.5.** Employee exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

**ARTICLE 17**  
**COMMERCIAL DRIVER'S LICENSE**

**Section 17.1.** Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment.

**Section 17.2.** Effective January 1, 1996, Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use and Testing" (49 CFR 382) as amended from time to time, shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug And Alcohol Testing Programs" (49 CFR Part 40) as amended from time to time.

**Section 17.3.** All drug/alcohol testing required by the rules specified in Section 17.2 shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

**Section 17.4.** In addition to the random drug and alcohol testing provided for above, any bargaining unit employee may be subject to drug/alcohol testing when a responsible supervisor determines that reasonable suspicion exists that the employee is impaired. Such testing shall be paid for by the Employer.

**ARTICLE 18**  
**UNIFORMS AND EQUIPMENT**

**Section 18.1.** The Employer will provide work uniforms to all employees required to wear them. These uniforms will be provided through a uniform service which provides for cleaning and exchange.

**Section 18.2.** The Employer will provide rain gear and safety clothing and equipment.

**Section 18.3.** The Employer will provide a clothing allowance for the purchase of safety shoes/boots, jackets, coveralls or overalls through designated vendors. The allowance per employee will be \$600 for the duration of the agreement only 1/2 of which total amount may be spent in any one calendar year. Employees who join the bargaining unit during the term of the agreement will receive a prorated allowance of \$16.67 for each month from date of hire to expiration of the agreement. For purposes of this article, the calculation period for 2015-2017 starts January 1, 2015 and ends December 31, 2017.

**Section 18.4.** Any specialized tools or equipment required to perform required duties will be supplied by the Employer.

**ARTICLE 19**  
**HOURS OF WORK AND OVERTIME**

**Section 19.1.** The standard work week for employees shall consist of no more than forty (40) hours within a seven (7) day, one hundred sixty-eight (168) hour period. The normal work hours when working an eight (8) hour schedule shall be 7:00 am to 3:30 pm. Each work day is exclusive of a thirty (30) minute unpaid meal period, and inclusive of two (2) on-site fifteen (15) minute breaks. The foreman or crew leader will arrange for breaks at a convenient time.

**Section 19.2.** Employees required to actually work in excess of forty (40) hours in the work week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate for all such hours worked. Hours actually worked shall include holiday, vacation and compensatory time, but shall not include sick leave hours unless the employee presents a physician's statement covering the period of absence.

**Section 19.3.** From December through mid-March, any employee may elect to accrue up to eighty (80) hours of compensatory time in lieu of overtime pay. Once an employee has accrued eighty (80) hours of compensatory time, all excess hours shall be paid. Compensatory time must be scheduled off prior to November 30 of each year, or it will be paid. An employee who leaves the employ of the Employer prior to November 30 shall be paid for accrued but unused compensatory time. Compensatory time off of less than two (2) days may be approved with two (2) days' notice, when scheduling permits. Scheduling of compensatory time of more than two (2) days remains subject to the Employer's policies. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled comp time.

**Section 19.4.** An employee called out to work outside their regular work hours for work which does not abut their regular shift shall receive a minimum of two (2) hours pay at the appropriate rate. An employee who accepts a call-in but is sent home after reporting shall receive two (2) hours pay at the appropriate rate, except as provided in Section 19.5 below.

**Section 19.5.** Employees assigned to the Call-out (trouble) Truck shall receive four (4) hours of overtime credit for each week assigned. An employee who is on assignment to the Call-out Truck for the week and who is called out to work outside his regular work hours for work which does not abut his regular shift shall receive a minimum of two (2) hours of pay at the appropriate rate, as provided for in Section 19.4 above.

**Section 19.6.** To the extent practical, the Employer will rotate overtime opportunities among qualified employees.

**Section 19.7.** Employees shall be permitted a reasonable time for wash-up in any day before the meal period and before quitting time.

**Section 19.8.** The Employer has the option to adopt ten (10) hour work day schedules during late spring and summer, beginning prior to Memorial Day and ending around Labor Day. The start and stop date will be announced each year in April. The normal work hours when working a ten (10) hour schedule shall be 6:30 am to 5:00 pm. Employees on ten (10) hour work days will be assigned to work Monday through Thursday or Tuesday through Friday. In any week that a holiday is observed, all employees will revert to eight (8) hours days.

**Section 19.9.** The Employer reserves the right to change work schedules as needed; however, the Employer shall endeavor to give reasonable notice of schedule changes.

## **ARTICLE 20**

### **WAGES AND COMPENSATION**

**Section 20.1.** Base starting wage rates for bargaining unit positions were as follows during the last full payroll period ending in December, 2014:

Highway Worker 1	\$14.9949
Highway Worker 2	\$16.8177
Highway Worker 3	\$20.1572
Maintenance Building and Grounds	\$18.2209
Mechanic 2	\$19.1106
Mechanic 3	\$19.4643
Traffic Technician 2	\$18.2209
Traffic Technician 3	\$18.9401

If the wage rates are increased for the bargaining unit during the term of this Agreement, the starting rates listed above shall be increased by a corresponding percentage, effective the same date.

For calendar years 2015, 2016, 2017 the wage rates for each employee who is in the bargaining unit will be increased by the same percentage that the Employer implements as a general wage increase for his (the Engineer's) non-bargaining unit employees (and effective on the same date). Such "general increase" means the percentage increase the Employer establishes which does not involve promotions or increases provided to non-bargaining unit employees whose jobs have been substantially altered, or the like. If part of the non-bargaining unit employees' general increase is a lump sum, the bargaining unit employees will receive a lump sum on the same basis (for example if the lump is a percentage, the amount will be a percentage. If all or part of the general increase is based on merit, bargaining unit employees will receive that portion based on merit).

As a matter of clarification, the approximate current hourly rates for current employees as of the last full pay period in December, 2014 to which any percentage or lump sum increase(s) above for 2015 shall apply are listed in Appendix A of this Agreement, along with the approximate rates after that percentage is applied.

**Section 20.2.** Employees promoted to a higher level position shall receive not less than a three percent (3.0%) increase if the new base rate does not represent a three percent (3.0%) increase.

**Section 20.3.** When the Employer moves a newly hired Highway Worker 1 to the Highway Worker 2 rate, effective as of ninety (90) days of successful employment, the Employer still reserves the right to remove the employee without recourse during the remainder of the one hundred and eighty (180) day probationary period, as set forth in Section 8.1 (and as modified by Section 8.3) of this Agreement. An employee removed during that probationary period shall have no right to return to Highway Worker 1.

**Section 20.4.** If an employee is promoted to Highway 3 and fails probation or is otherwise demoted from Highway 3 to Highway 2, he or she shall be paid at his or her old Highway 2 rate as adjusted to include any general increases that have occurred since his or her promotion.

## **ARTICLE 21** **INSURANCES**

**Section 21.1.** Health, hospitalization and supplemental benefits (dental, prescription drug, vision, and term life insurance) shall be provided to bargaining unit employees in the same

manner including but not limited to the same available coverage, premium contributions, conditions, co-pays, etc., as they are provided to non-bargaining unit employees of the Board of County Commissioners.

**Section 21.2.** The Employer shall indemnify and defend any employee from actions arising out of the lawful performance of his official and/or assigned duties.

## **ARTICLE 22** **VACATION**

**Section 22.1.** The vacation eligibility schedule for full-time bargaining unit employees is as follows:

- A. One (1) year of service but less than eight (8) years completed;  
Eighty (80) hours per year accumulated at 3.1 hours per pay period.
- B. Eight (8) years of service but less than fifteen (15) years completed;  
One hundred twenty (120) hours per year accumulated at 4.6 hours per pay period.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed;  
One hundred sixty (160) hours per year accumulated at 6.2 hours per pay period.
- D. Twenty-five (25) years or more of service completed;  
Two hundred (200) hours per year accumulated at 7.7 hours per pay period.

**Section 22.2.** Vacation credit accrues while on vacation and paid leaves, including paid leaves. No vacation credit is earned while an employee is in no pay status. Eighty (80) hours of vacation is credited at the completion of one (1) year of service. Forty (40) hours of vacation credit is added to the completion of eight (8), fifteen (15), and twenty-five (25) years of service, in addition to the increased rate of accrual.

**Section 22.3.** Vacation requests are honored based upon the operational needs of the Engineer's Office, which may limit the number and classifications of employees who may be off at any given time. During the month of February of each Agreement year, employees will be polled as to when they wish to use their vacation during that year. Seniority will be the determining factor where two (2) or more employees select the same time period and all requests cannot be honored. After March 1, vacation requests are honored strictly on a first come-first served basis. The approved vacation schedule will be posted by the end of March. An employee must give the Employer at least three (3) workdays' notice to cancel scheduled vacation time.

**Section 22.4.** Vacations shall not be granted in increments of time that are less than one (1) full work day in length. Vacation requests other than those scheduled per Section 22.3 shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence. In special circumstances, the Deputy of Operations or the Assistant Deputy of Operations may approve emergency vacation of less than one (1) work day in length and/or with less than fourteen (14) days advance notice. The equivalent of two (2) vacation days may be used as personal days, and are not subject to the notification requirements and minimum duration requirements of this Section, but are subject to approval.

**Section 22.5.** An employee may, at any given time, accumulate only that amount of vacation which the employee can accrue over three (3) years. An employee who reaches three (3) times annual accrual will cease to accrue vacation until the balance is reduced.

**Section 22.6.** An employee with more than one (1) year of service who resigns or retires shall be paid for any earned but unused vacation.

**ARTICLE 23  
HOLIDAYS**

**Section 23.1.** Bargaining unit employees shall be entitled to the following paid holidays:

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

**Section 23.2.** If any of the aforementioned holidays fall on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the succeeding Monday.

**Section 23.3.** Holiday pay is equivalent to the length of the employees work day on the date the holiday is observed, not to exceed eight (8) hours. An employee who works on a holiday shall be paid at one and one-half (1½) times his regular hourly rate, in addition to the holiday pay.

**Section 23.4.** If a holiday provided for in Section 23.1 occurs while an employee is on vacation or sick leave, such leave time shall not be charged against the employee's vacation or sick leave balances.

**Section 23.5.** In addition to the holidays listed in Section 23.1, all employees will be granted a half day off on Christmas Eve. In the event employees are required to work on that day due to inclement weather, they will be given half a day of compensatory time to be taken at a later date.

**ARTICLE 24  
SICK LEAVE**

**Section 24.1.** Employees earn .0575 hours of sick leave for each hour in active pay status, unless the Employer establishes an alternative schedule of sick leave as required or permitted by the Ohio Revised Code for employees not in the bargaining unit, in which case, that alternative schedule shall apply to employees in the bargaining unit. Sick leave may be accumulated without limit. Sick leave use and notification procedures are included in the Personnel Policy Manual, which use and notification procedures shall be considered as included in this Agreement.

**Section 24.2.** An employee shall only be charged for sick time equal to the scheduled work day less all hours worked that day.

**Section 24.3.** Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his own serious health condition;
2. To care for his spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption, or foster placement of a child.

The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply with the FMLA of 1993 as amended from time to time, and that the parties shall take such actions as to ensure compliance.

**Section 24.4.** Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees hired before April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivisions of the state (as defined by the Ohio Revised Code).
- B. Eligible employees hired on or after April 3, 1985 shall be entitled to convert twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County Service.

However, an employee hired after January 1, 2007 will only be eligible for this sick leave conversion benefit if his or her separation from service with Warren County is a disability retirement or service retirement under the Public Employees Retirement System, and he or she must also have the ten (10) years of service with Warren County referenced in Section 24.4(B), above.

**Section 24.5.** Payment shall be based upon the employee's hourly rate of pay at the time of separation.

**Section 24.6.** Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

**Section 24.7.** Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

**Section 24.8. Funeral Leave:**

- A. Any employee may be granted usage of accrued sick leave, upon approval of the Engineer, for a maximum of five (5) consecutive days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent.
- B. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved by the Engineer or designee. Such additional time off shall be deducted from the employee's accumulated sick leave, in accordance with sections 24.8(B) and 24.8(C) herein.
- C. Any requests for funeral leave must be requested in accordance with the "Notification of Absence" policy contained in the Employer's Policy Manual.
- D. Part-time employees shall be eligible to use accrued sick leave in accordance with this policy and shall receive their regular rate of pay for such leave only for the days and the number of hours each day that the employee would normally have worked.

**Section 24.9.** Employees who do not use any unscheduled sick leave during the six (6) month period from November 1 thru April 30 shall be granted one (1) additional personal leave day with pay. Employees who do not use any unscheduled sick leave during the six (6) month period from May 1 thru October 31 shall be granted one (1) additional personal leave day with pay. Scheduled means: (1) scheduled in advance – not a call-off on the day sick leave begins; and (2) an employee must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

**Section 24.10.** Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

**Section 24.11.** Employees that have earned the personal day during the November 1 – April 30 period must schedule and use it prior to the November 1 after it is earned. Personal leave not scheduled and used on or before that November 1 will be forfeited.

Employees that have earned the personal day during the May 1 – October 31 must schedule and use it only during the April 1 – October 31 period that immediately follows. Personal leave not scheduled and used on or before November 1 will be forfeited.

**ARTICLE 25**  
**LEAVES OF ABSENCE**

**Section 25.1.** The Employer may grant a personal leave of absence for up to six (6) months upon request of an employee for any reason other than the seeking of outside employment.

**Section 25.2.** An employee summoned to jury duty at times coinciding with his regular work shift shall receive full pay for the time absent, and will be required to turn over any fees received (but not mileage or meal allowance) to the county.

**Section 25.3.** Military leave shall be granted in accordance with applicable state or federal law.

**Section 25.4. Disability Leave, Disability Separation, and PERS Disability:**

A physically or mentally incapacitated employee who has completed his probationary period may request an unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his written request for unpaid Disability Leave. The employee must also be:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer, based upon acquired medical evidence, determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g. the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or takes a PERS Disability (disability benefits) shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

When an employee is ready to return to work from an unpaid disability leave, he shall furnish a statement by a physician releasing the employee as able to return to full time and full capacity duty. The Employer may require an employee to be examined by a licensed physician at the expense of the Employer as provided above. Employer required Disability Leave or Disability Separation may be appealed through the grievance and arbitration procedures.

PERS Disability: If an employee applies for PERS Disability and it is granted or the Employer submits the employee for PERS Disability and it is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave the employee shall be placed on PERS Disability accordingly.

Section 25.5. The Employer may place an individual who is unable to perform the essential duties of his or her position in another position that the Employer deems available and for which the employee is able to perform the essential functions; or alternatively, if no such position is available, the Employer may, at his sole discretion, may temporarily assign the employee to perform other duties for a period of time to be determined by the Employer.

## **ARTICLE 26** **MISCELLANEOUS**

Section 26.1. Drinking water will be provided to employees when working away from the garage. This water shall be in a sanitary container furnished by the Employer. The employees shall be responsible for maintaining the container in a sanitary condition, filling the container with water and returning the container at the end of the day.

Section 26.2. If three (3) or more pieces of moving equipment (classified as one-ton truck or larger and heavy equipment) are working, one (1) mechanic shall be on duty at the shop.

## **ARTICLE 27** **NO STRIKE / NO LOCKOUT**

Section 27.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

## **ARTICLE 28** **SAVINGS AND CONTRACT CONSTRUCTION CLAUSE**

Section 28.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or

Article is determined to be unlawful, the Employer and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, those governing probationary employees and probationary periods, layoffs and job abolishments.

**ARTICLE 29**  
**INTEGRITY OF THE AGREEMENT**

**Section 29.1.** 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 arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices and policies, either oral or written, are hereby canceled, except the existing written work rules and written policies of the Employer applicable to the bargaining unit.

**ARTICLE 30**  
**WAIVER IN EMERGENCY**

**Section 30.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

Upon termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed prior to the emergency.

**ARTICLE 31**  
**DURATION**

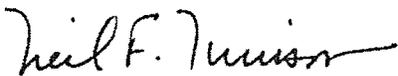
**Section 31.1.** Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m. December 31, 2017.

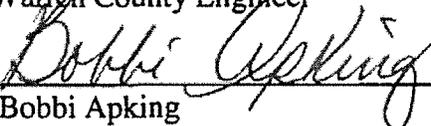
**Section 31.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety calendar days prior to the expiration date of this Agreement. Such notice shall be as provided for by the rules of the Ohio State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

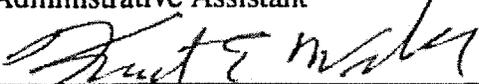
**SIGNATURES**

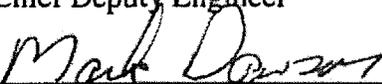
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the 17 day of June, 2015.

FOR THE WARREN COUNTY  
ENGINEER:

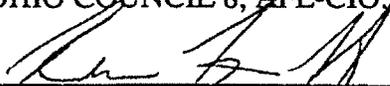
  
\_\_\_\_\_  
Neil F. Tunison, P.E., P.S.  
Warren County Engineer

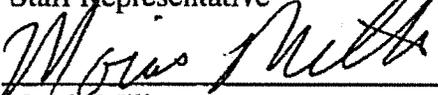
  
\_\_\_\_\_  
Bobbi Apking  
Administrative Assistant

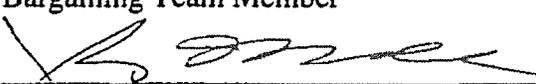
  
\_\_\_\_\_  
Kurt Weber, P.E., P.S.  
Chief Deputy Engineer

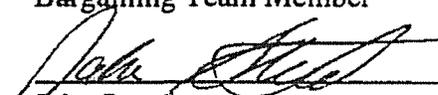
  
\_\_\_\_\_  
Mark Dawson  
Deputy of Operations

WARREN COUNTY HIGHWAY  
EMPLOYEE'S ASSOCIATION/AFSCME,  
OHIO COUNCIL 8, AFL-CIO:

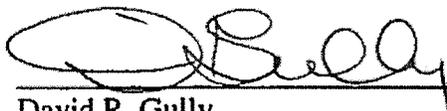
  
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Faurean Johnson Rebecca Frankenhoff  
Staff Representative

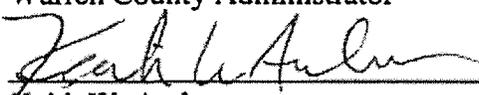
  
\_\_\_\_\_  
Morris Miller  
Bargaining Team Member

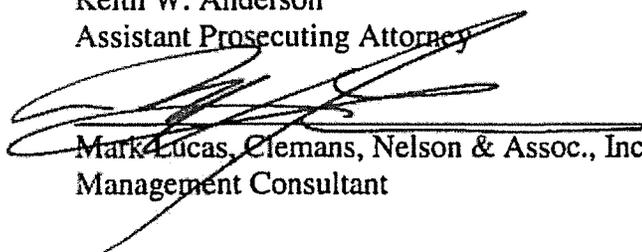
  
\_\_\_\_\_  
Joshua Marshall  
Bargaining Team Member

  
\_\_\_\_\_  
Jake Steed  
Bargaining Team Member

ADDITIONAL SIGNATURES:

  
\_\_\_\_\_  
David R. Gully  
Warren County Administrator

  
\_\_\_\_\_  
Keith W. Anderson  
Assistant Prosecuting Attorney

  
\_\_\_\_\_  
Mark Lucas, Clemans, Nelson & Assoc., Inc.  
Management Consultant

**APPENDIX A**

<u>Employee Initials &amp; Class</u>	<u>Hire Date</u>	<u>Rates in Effect Last Pay Full Period Ending in December, 2014</u>	<u>Effective Start of Pay Period ending on or about January 9, 2015</u>	<u>2016 Pay Rate</u>	<u>2017 Pay Rate</u>
			Me-Too*	Me-Too*	Me-Too*
JS HWY/II	11/17/14	14.9949	17.1541	TBD	TBD
DN HWY II	10/17/11	16.8177	17.1541	TBD	TBD
JM HWY II	02/04/08	16.8177	17.1541	TBD	TBD
AF HWY II	06/02/14	16.8177	17.1541	TBD	TBD
JS HWY II	12/25/06	16.8177	17.1541	TBD	TBD
DS HWY II	01/27/03	17.1608	17.5040	TBD	TBD
MM HWY II	09/14/98	19.5701	19.9615	TBD	TBD
KR HWY II	05/12/14	16.8177	17.1541	TBD	TBD
TF HWY III	05/08/00	20.1572	20.5603	TBD	TBD
EH HWY II	05/05/14	16.8177	17.1541	TBD	TBD
DK HWY III	04/05/99	20.1572	20.5603	TBD	TBD
KS HWY III	06/03/96	20.9077	21.3259	TBD	TBD
AM HWY II	04/14/14	16.8177	17.1541	TBD	TBD
BH HYW III	06/20/94	20.6249	21.0374	TBD	TBD
AP HWY II	04/07/14	16.8177	17.1541	TBD	TBD
JW MECH III	05/14/12	19.6838	20.0775	TBD	TBD
CF MECH III	11/09/92	22.7914	23.2472	TBD	TBD
RL HWY II	03/26/12	16.8177	17.1541	TBD	TBD
MB HWY II	08/13/12	16.8177	17.1541	TBD	TBD

The above 2% 2015 base rate increase will take effect as of the same date it was effective for non-bargaining unit employees (start of pay period ending on or about Jan. 9, 2015). No employees (either bargaining unit or non-bargaining unit) had received any lump sums as of January 9, 2015, but the me-too language of Section 20.1 still applies. "TBD" means "to be determined" – see the Section 20.1 me too clause.

The rates set forth above would apply should the employee remain in the same classification for the duration of the Agreement. The rates for employee "JS with Hire Date 11/17/14" would apply if his rate changes to the Highway Worker II rate in 2015, 90 days into his employment per Section 20.3.