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AGREEMENT
between
THE MEIGS COUNTY ENGINEERING DEPARTMENT
and
MEIGS COUNTY EMPLOYEES LOCAL 1080
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective April 1, 2015 through March 31, 2016

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AGREEMENT

This Agreement is made and entered into, by and between Meigs County Engineering Department, hereinafter referred to as the "Employer" and Meigs County Employees Local 1080 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

This Agreement is subject to all applicable and existing or future laws of the State of Ohio, including applicable administrative rules and regulations of the Department of Administrative Services not in conflict with the provisions of this Agreement. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, existing or promulgated in the future, or by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

In the event of enabling legislation during the life of this Agreement or any extension hereof, to include matters subject to collective bargaining which were not included on the effective date of this Agreement, negotiations on these new matters shall begin not later than 20 calendar days from receipt of notice to negotiate by either party. If any agreement is reached as to these new matters, it shall be reduced to writing, jointly signed and incorporated herein.

In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), all provisions of this Agreement are intended to supersede and/or prevail over conflicting subjects found in ORC Sections 124.01 through 124.57, ORC Sections 325.19 and 4111.03. Should any additional subject of this Agreement be found to conflict with the ORC, it is the intent of the parties to this Agreement that the contract should supersede the ORC.

PREAMBLE

The purpose of this Agreement is to provide orderly relations between the Employer and the Union of enabling employees covered by this Agreement to participate through union representation in the establishment of terms and conditions of their employment, to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between the parties.

It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Meigs County. Toward this end, the parties hereto agree to

devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of this Agreement.

ARTICLE 1 **RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing rates of pay, wages, hours and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in and holding the following classifications who are regularly scheduled to work at least twenty (20) hours per week, except supervisors and except temporary employees:

- Truck Drivers
- Operators
- Labor 1
- Labor 2
- Mechanics
- Parts Clerk
- Night Watchmen
- Bridge Foreman
- Road Foreman
- Mechanic Helper
- Crew Leader
- Tandem Driver

Section 1.2. In the event that a new classification is created within the Department, the Engineer shall determine whether the new position will be included or excluded from the bargaining unit and shall so advise the Union. If there is any dispute as to the Engineer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If parties agree on their determination, it shall be implemented. If the parties still do not agree the Engineer may implement his determination, subject to challenge by the Union through Article 5, Step 5.

ARTICLE 2
DUES CHECK-OFF AND UNION SECURITY

Section 2.1. The Employer agrees to deduct union dues and fees in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to AFSCME Ohio Council 8, 6800 North High Street, Worthington OH 43085-2512 as soon as possible at the end of the pay period in which the deduction is made. A copy of the alphabetical list of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

Section 2.2. Effective on the date of this Agreement, all employees in the bargaining unit who sixty-one (61) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. All new employees shall serve 120 days probationary period.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 2.3. The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this article.

Section 2.4. The Union is entitled to meet with new employees for the purpose of informing them about the union, soliciting their membership in the union, and providing fair share fee notice to employee who are non-members.

ARTICLE 3
NONDISCRIMINATION

Section 3.1. Both parties agree that there should be no discrimination, interference, restraint, coercion, reprisal, or preference shown by the Employer or the Union, or by any agent or representative of either party, against any employee in the bargaining unit

because of Union membership or lack thereof or because of any activity in an official capacity on behalf of the Union or lack thereof, nor will the Employer attempt to discourage membership in the Union.

Section 3.2. The Employer may not discriminate against bargaining unit employees on the basis of political affiliation.

ARTICLE 4

UNION REPRESENTATION

Section 4.1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances shall be the President of Local 1080 and one steward designated by the Union.

Section 4.2. The President of Local 1080 and the steward shall investigate and process grievances, and attend grievance step meetings with the Employer during his regular working hours without loss of pay. Such investigation and processing of grievances shall be with proper regard to the Employer's operational needs, and the Union shall cooperate, in good faith with the Employer in keeping to a minimum the time lost from work due to grievance handling.

Section 4.3. An employee will be entitled to review his personnel file or authorize his steward or the President, in writing, to review his personnel file whenever a grievance is under investigation by the Union.

Section 4.4. The Employer will authorize two (2) employee representatives of the Union to attend any labor-management meetings prescribed under this Agreement without loss of pay.

Section 4.5. Duly elected delegates or alternates to the annual conventions of the Union shall be granted time off without pay or granted vacation time for the purposes of participating in such conventions. The Union shall give the Employer at least 14 calendar days notice of the members who will be attending conventions. A maximum of four (4) days per delegate will be authorized by the Employer.

Section 4.6. The Employer agrees to reimburse not more than four (4) bargaining unit members of the Union who are appointed as representatives to serve on the Union Bargaining Committee for time spent in actual meetings with the Employer to renegotiate

this Agreement where such meetings take place during such member's regularly scheduled straight-time hours on the days in question. Should these meetings start prior to, or extend beyond the members' regularly scheduled straight time hours on the days in question, the Employer shall not be obligated to pay overtime for such additional hours. The Employer will not reimburse members for any expenses incurred in fulfilling their position as representatives on the Union Bargaining Committee. The Local Union President will notify the Employer in writing of the names and normal shift schedules of members selected to serve on the Union Bargaining Committee at least one (1) calendar week prior to the first scheduled negotiation date. Members so selected will notify their immediate supervisors of their selection, and of all scheduled negotiation dates, as soon as such information is made known to the selected members. The Employer agrees to permit no more than two (2) nonemployee representatives of the Union to participate in negotiation meetings.

Section 4.7. The Union shall notify the Appointing Authority of the names of all Union officers, stewards and committee members and any changes in the appointments for purposes of this article.

Section 4.8. Meetings of Union Committees will be permitted on County property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of the participants.

ARTICLE 5

GRIEVANCE PROCEDURE

Preamble: It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

Section 5.1. Presenting a Grievance. A grievance under the terms of this Agreement is defined as a dispute or difference between the Employer and the Union or between the Employer and an employee or employees concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions; and when such grievance arise, the following procedure shall be observed:

Step 1: Any employee claiming a grievance may present it orally to his immediate supervisor with his steward within five (5) working days from the

occurrence of the grievance. The supervisor shall give his answer to the employee within three (3) working days after presentation and discussion of the grievance. When a weekend and/or holiday occur within the three (3) day period of time, a corresponding number of day's extension is understood. If this does not resolve the grievance, it may be appealed to Step 2.

Step 2: Within five (5) working days of the Step 1 answer, the grievance may be appealed by the employee and his steward to the second level of supervision. The appeal shall be on a grievance form, in writing and signed by the employee and the steward.

The written grievance should include the nature of the grievance, the section of the Agreement alleged to have been violated and the specific relief requested. Within five (5) working days of the presentation of the grievance at Step 2, a meeting will be held between the steward, employee, and second level supervisor. The second level supervisor will give an answer in writing to the grievant and the steward within five (5) working days of the meeting. If this does not resolve the grievance, it may be appealed to Step 3.

Step 3: Within five (5) working days of the completion of Step 2, the grievance may be appealed in writing to the Employer's Administrative Head, or his designated representative by the employee and steward. The grievance shall be discussed at a meeting consisting of the grievant, the Local Union President or, the steward and/or Employer. The meeting will be held within five (5) working days from the date the grievance was received at Step 3 by the Employer. A decision will be given in writing by the Administrative Head or his designated representative within seven (7) working days of the Step 3 meeting.

Step 4: Mediation. Within twenty (20) working days after the Administrative Head or his designed representative's response, the parties by mutual agreement, may refer the grievance to mediation by giving written notice and a request for a mediator to the Administrative Head (designee) and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

The mediator shall meet with both parties and their representatives and witnesses to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

Any costs for the mediator shall be borne equally by the parties.

Step 5: Arbitration. In the event the Step 3 meeting and response is unable to resolve the grievance, it may be appealed by the Union to arbitration, within 20 working days following the Step 3 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of nine (9) arbitrators from the American Arbitration Association or Federal Mediation and Conciliation Service to be mailed to the Employer and the Union for selection of one (1) arbitrator to hear the case. The selection of an arbitrator shall be in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Service.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

The decision of the arbitrator will be final and binding upon the Employer, the Union and the grievant(s). Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

Employee witnesses, grievants, and Union officials shall not lose straight-time pay for attendance at arbitration hearings.

Section 5.2. Any time limit set forth in this grievance procedure may be extended only by mutual agreement.

Section 5.3. A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing. Any remaining arbitration fees and costs after withdrawal shall be borne equally by the Union and the Employer.

Section 5.4. A grievance involving suspension and/or termination shall be filed directly at Step 3 of the grievance procedure.

Section 5.5. The term "working days" as used in this article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays as specified in this Agreement.

ARTICLE 6 **DISCIPLINE**

Section 6.1. No employee shall be disciplined except for just cause.

Section 6.2. Written reprimands will cease to have force and effect and shall be removed to an inactive file nine (9) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the nine (9) month period.

Section 6.3. Suspensions will cease to have force and effect and shall be removed to an inactive file fifteen (15) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the fifteen (15) month period.

Section 6.4. In imposing discipline on a current charge, the Employer shall not take into account any written reprimands or suspensions or any other discipline which occurred more than three (3) years previously.

Section 6.5. An employee shall be given a copy of any written warning, written reprimand, or other written disciplinary action entered on his personnel record. Upon request of the employee, the steward shall receive a copy of any suspension and/or discharge notice.

Section 6.6. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the duration of the suspension. In the case of suspension or discharge, the steward will be present if requested by the employee.

Section 6.7. Any grievance concerning suspension and/or discharge may be grieved beginning at Step 3 of the grievance procedure.

Section 6.8. Oral and written reprimands may be appealed through the grievance procedure, but may not be appealed to the arbitration step of the grievance procedure.

ARTICLE 7
UNION VISITATION

Section 7.1. The Employer agrees that no more than two (2) nonemployee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon reasonable advance notice to the Employer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend other meetings covered herein.

The Union agrees that such activities shall not interfere with the normal work duties of employees, except to the extent otherwise authorized herein. The Employer reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer or representative where safety requirements do not permit unlimited access to the facilities or sites.

ARTICLE 8
UNION BULLETIN BOARDS

Section 8.1. The Employer shall provide the Union with a suitable bulletin board for the purpose of posting Union notices, leaflets, and information.

Section 8.2. All other notices of any kind not covered by Section 8.1 above must receive the prior approval of the Appointing Authority or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership;
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 9 **SENIORITY**

Section 9.1. On the effective date of this Agreement, all present employees will be credited with their present seniority. Seniority shall be recognized as follows:

1. classification
2. department

Section 9.2. Classification seniority shall be an employee's uninterrupted length of continuous service in his current classification, effective on the date of this Agreement. Employees with interrupted service prior to the signing of this Agreement shall be credited with their total years of service.

Section 9.3. Seniority lists shall be posted in the County garage and these lists shall be updated with a copy furnished to the Local Union President whenever necessary.

Section 9.4. Seniority lists shall illustrate the name of the employee, each employee's last date of hire with the Employer, and each employee's last date of entry into his current classification.

Section 9.5. Seniority shall be broken (terminated) when an employee quits or retires for a period exceeding one (1) year, or is discharged for just cause or is laid off for a period exceeding one (1) year.

Section 9.6. Classification seniority shall apply to the following conditions:

1. right to lateral transfer within classification;
2. shift preference within classification.

Section 9.7. Department seniority is defined as the total length of continuous service with the Meigs County Engineer. Department seniority shall apply to promotions and lay-offs.

Section 9.8. For purposes of this article, date of hire shall be defined as the date the employee actually began working for the Employer.

ARTICLE 10
JOB POSTING AND TRANSFER PROCEDURE

Section 10.1. When a vacancy occurs or a new position is created, the Employer shall post for seven (7) calendar days a notice of the opening stating the job classification, rate of pay, shift, work location, physical qualifications and minimum qualifications.

Section 10.2. Employees must file written application with the designated Employer representative by the end of the posting period on forms provided by the Employer.

Section 10.3. Vacancies are defined as a job opening in an existing job classification as the result of a promotion, transfer, quit, discharge or termination of employment. The vacancy will not be posted until the Employer has approved that the vacancy will be filled.

Section 10.4. All applications timely filed will be reviewed by the Employer and the job will be awarded within seven (7) calendar days after the end of the posting period on the basis of seniority in accordance with the following criteria:

1. **Lateral Transfer.** The position will be first awarded to the most senior applicant (classification seniority) within the classification where the job exists. An employee may exercise his job classification seniority for the purpose of transferring to another shift within his job classification when an opening occurs. It is understood that lateral transfer does not mean transfer from one piece of equipment to another.
2. If the position is not filled by lateral transfer, the position will be awarded to the most senior (department seniority) applicant who meets the physical qualifications and minimum qualifications for the job.
3. In the event of promotion or transfer as prescribed above, the employee shall be given a thirty (30) workday trial period in which to qualify on his new job. The Employer shall give the employee promoted or transferred every reasonable assistance to enable him to qualify on his new position.

The time of qualification may be extended by mutual agreement in writing, but in no event may such extension exceed ninety (90) calendar days.

4. An employee who fails to meet the qualification of the trial period shall be placed in his former position without loss of pay or seniority.
5. Temporary Transfer. The Employer may temporarily transfer employees from one job classification to another. A temporary transfer will not exceed a total of fourteen (14) working days, except to fill a vacancy caused by an employee being on sick leave or other approved leave of absence or to provide vacation relief. If the Employer transfers an employee to another job classification, he shall receive the rate of pay for such other classification or at his regular rate of pay, whichever is higher, for all hours of work, including overtime hours, in that other classification. After the fourteen (14) day period of temporary transfer, the temporary transfer position will be posted as a vacancy in accordance with this article.

Section 10.5. Laborers shall move from a Laborer 1 to a Laborer 2 upon the completion of one year of service.

ARTICLE 11 **PROBATIONARY PERIOD — NEW-HIRES**

Section 11.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day the employee actually works for the Employer and shall continue for a period of 120 calendar days. A newly-hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 11.2. Newly-hired, part-time, or probationary bargaining unit employees who work less than the normal workweek or who experience an approved leave of absence without pay during their probationary period shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

ARTICLE 12 **LAYOFF AND RECALL**

Section 12.1. Notice of Reduction. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to

reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list.

Section 12.2. Reduction. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

1. all of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees shall, in that order, be terminated or laid off as the case may be.
2. thereafter, any additional necessary reduction in the work force shall be the least senior employee in the affected classification laid off first.

Section 12.3. Bumping Rights. An employee with bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his bargaining unit seniority to bump the employee with the least bargaining unit seniority in 1) the classification of layoff; 2) any similarly rated classification in the bargaining unit; or 3) any lower rated classification within the bargaining unit for which the bumping employee is qualified to perform the work.

Employees who bump into a similarly rated or lower rated classification under the foregoing procedure shall be deemed, for layoff purposes only, to have classification seniority in the classification into which he bumps, equal to his bargaining unit seniority.

Any employee displaced from his classification under procedures set forth in this article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time of the layoff occurs and shall be final.

Employees shall exercise bumping rights within fourteen (14) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights.

Section 12.4. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their classification seniority (most classification senior recalled first) or 2) thereafter occur in other similarly or lower rated classifications within the Employer's bargaining unit work force for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of displacement.

Section 12.5. Retention. Employees who exercise bumping rights within classification or to similarly rated classifications will retain their rate of pay and wage step. Employees who bump into a lower rated classification will be paid at the same wage level of the classification into which he bumps.

Section 12.6. Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within 14 calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.

Section 12.7. Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due to such employees.

ARTICLE 13 **HOURS OF WORK**

Section 13.1.

- A. The workweek of all employees in the bargaining unit shall be eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday or ten (10) consecutive hours per day, four (4) consecutive days per week, Monday through Thursday at management's discretion (except those bargaining unit positions currently scheduled otherwise), 40 hours per week. Employees shall receive at least two weeks advance notice of any change from five -eight hour days to four -ten hour days or from four -ten hour days to five -eight hour days.
- B. The pay period will be biweekly beginning on Sunday and ending on the second Saturday. The warrants will be issued the following Friday at the office of the County Engineer for all in-house employees.

Section 13.2. Each workweek shift shall have a regular starting and quitting time in accordance with the schedule currently in effect with the County.

Section 13.3. For purposes of computation of overtime pay, the pay week is defined as Sunday 12:01 a.m. through Saturday midnight.

Section 13.4. Employer will provide meals to employees that work a minimum of twelve (12) continuous hours in a twenty-four (24) hour period and for every four (4) hours the employee continues to work. In lieu of a meal, the Employer may elect to pay an additional one-half hour overtime.

Section 13.5. All hours in excess of 40 in any one (1) workweek shall be paid at the rate of time and one-half (1½) at the employee's regular rate of pay.

Section 13.6. There shall be two (2) fifteen (15) minute rest periods on each regular shift, each workday. The rest periods will be scheduled by the supervisor approximately 2 hours after start of shift and 2 hours before end of shift but they will not be scheduled immediately before or after the meal period or at the start or end of the shift.

ARTICLE 14 **OVERTIME WORK**

Section 14.1. The Employer will post a regular overtime list in the County garage with names of employees who volunteer to work overtime. The list shall illustrate the overtime hours worked by each employee.

Section 14.2. The Employer will rotate overtime opportunities among employees in the bargaining unit, by classification where the overtime is necessary. The Bridge Foreman shall be added to the Operator's classification for purpose of overtime opportunities. Overtime granted to the Bridge Foreman shall be given as to his ability to do the overtime work.

Section 14.3. Emergency overtime will be rotated from the posted list and all qualified employees will be given equal opportunity for such emergency overtime.

Section 14.4. If an employee is rescheduled to work, or is called in to work, on a day other than a day which he was scheduled to work, according to the previous schedule for that workweek, any sick leave days, holidays, and paid vacation days occurring during

that work week shall be counted as hours and days worked for purposes of computing pay for that pay period.

Section 14.5. Employees may elect to take compensatory time in lieu of overtime pay at the rate that overtime pay is earned. Comp time must be taken in quarter (1/4) hour increments and must be requested. Such request shall be granted if such does not “unduly disrupt” operation. All other rules of comp time shall be as governed by Part 553 of the Federal Fair Labor Standards Act. Employees wishing to “cash in” comp time must do so prior to the end of the pay period.

ARTICLE 15 **REPORT-IN AND CALL-IN WORK**

Section 15.1. Any member who accepts a request by the Employer to work during hours outside his regular scheduled time, nor directly after or before his normal work schedule, will be guaranteed a minimum of four (4) hours pay at the regular hourly rate.

ARTICLE 16 **HOLIDAYS**

Section 16.1. All employees shall be entitled to paid holidays per year as follows:

New Year's Day	1 st day of January
Presidents' Day	3 rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4 th day of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	11 th day of November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	25 th day of December

In addition to the holidays above, all employees shall receive three (3) personal days, per year, with one day advance notice (prior to end of work day on previous day)..

Section 16.2. In addition, employees shall be entitled to a paid holiday on any other day appointed and recommended by the Governor of this state or the President of the United States.

Section 16.3. Any holiday falling on Saturday shall be observed on the preceding Friday and a holiday falling on Sunday shall be observed on the following Monday.

Section 16.4. An employee shall be paid for the holidays declared in this article, and shall not be required to work on such holidays unless in the opinion of the employee's responsible administrative authority, failure to work on such holiday would impair the public service.

Section 16.5. If an employee is required to work by the Employer, on a day observed as a holiday, he shall be entitled to pay for such time worked for one and one-half (1½) times his regular rate of pay, in addition to his regular pay. Employees who are called in to work on Christmas Day and/or New Year's Day shall receive two and one-half (2½) times their hourly rate of pay for all hours worked on those two (2) holidays, in addition to his regular pay.

ARTICLE 17 **VACATIONS**

Section 17.1. Each employee in the bargaining unit will be entitled to vacation leave with pay as follows:

<u>Years of Service</u>	<u>Biweekly Rate</u>	<u>Annual Rate</u>
After one (1) year	3.1 hours	80 hours – 2 weeks
8 or more years	4.6 hours	120 hours – 3 weeks
15 or more years	6.2 hours	160 hours – 4 weeks
25 or more years	7.7 hours	200 hours – 5 weeks

Vacation leave shall accrue at the above rate of appropriate hours each biweekly period.

Section 17.2. The normal period for taking vacation leave will be during the year in which it accrued. However, each employee may accumulate and carry over his vacation leave in successive years, but not for more than four (4) years.

Section 17.3. Request for vacation will be in accordance with the present policy now in effect, based on operational needs of the Employer.

Section 17.4. Holidays enumerated in Article 16 shall not be charged to an employee's vacation leave.

Section 17.5. An employee, at the time of his separation from County service, will receive compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit and, in addition, shall be compensated for any unused vacation leave accrued to his credit, but not more than four (4) years.

Section 17.6. Any provision concerning vacations, other than as contained in this article, shall be in accordance with the Ohio Revised Code.

Section 17.7. On the effective date of this Agreement a one (1) day approval notice must be given from the office before any vacation may be taken.

The Meigs County Highway Department's request for leave form must be signed by the employee and the office one (1) day before the effective date of the vacation leave. Emergency vacation may be granted on a case-by-case basis.

ARTICLE 18

UNIFORMS

Section 18.1. All bargaining unit employees shall receive a two hundred fifty dollar (\$250) boot and uniform allowance payable in April of each year.

ARTICLE 19

SICK AND RELATED LEAVES

Section 19.1. All employees in the bargaining unit will receive sick leave at the accrue rate of four and six tenths (4.6) hours for each 80 hour biweekly pay period completed.

The four and six tenths (4.6) hours is for straight time only and any overtime worked, during a biweekly pay period, will not be adjusted to said rate.

Section 19.2. Credit shall be given for all time in active pay status, including vacation and sick leave, but excluding time on leave of absence or layoff. Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work.

Section 19.3. Sick leave of an employee shall accumulate on an unlimited basis.

Section 19.4. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

1. illness, injury, or pregnancy-related condition of the employee.
2. exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
5. examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 19.5. Immediate family for purposes of this article means an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, a legal guardian, or other person who stands in the place of a parent (in loco parentis).

Section 19.6. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, before the employee is scheduled to start work.

Section 19.7. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for work, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations.

If no alternative or accommodation is mutually agreeable, then the employee will be placed on disability leave or separation.

Section 19.8. At the time of their retirement, employees shall receive a cash payment of one-half (½) of all accrued but unused sick leave credit, up to a maximum of forty-five (45) days. Such payment will be based on the employee's rate of pay at the time of retirement, and shall be received within thirty (30) days of the date of retirement, provided the employee notifies the Appointing Authority in writing, on or before his date of retirement.

Section 19.9. Bereavement Leave. Any employee who has completed his or her probationary period shall be entitled to receive up to three (3) days of bereavement leave upon death of a member of his or her immediate family. The leave shall be used for attending a funeral or memorial service, travel, or caring to family business. Bereavement leave shall not be charged to any other category of leave. Upon approval of the Employer, additional days may be granted and deducted from an employee's accumulated sick leave.

Section 19.10. Family and Medical Leave.

- A. Pursuant to the Family and Medical Leave Act of 1993, Family and Medical Leave (FML) may be granted to an employee who has been employed for at least twelve (12) months by the Employer and has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The FML may be granted up to a total of twelve (12) weeks during any twelve (12) month period for one (1) or more of the following reasons:
1. because of the birth of a child of the employee or placement for adoption or foster care of a child with the employee;

2. in order to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if such spouse, child, parent or "in loco parentis" has a serious health condition; or
 3. because of a serious health condition that makes the employee unable to perform one (1) or more of the essential functions of the employee's position.
- B. The employee must provide the Employer with thirty (30) days advance notice of FML, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense may be sought. The Employer shall reimburse the employee for reasonable out-of-pocket travel expenses for the third opinion. The total amount of FML paid and unpaid shall not exceed a total of twelve (12) weeks during the twelve (12) month period measured forward from the date the employee's FML leave began. In any case in which a husband and wife entitled to Family Leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the twelve (12) weeks of FML as provided in this section, the employee may request an unpaid disability leave in accordance with Article 20 – Leaves of Absence. The employee will be responsible for his share of the health insurance cost during the FML, in accordance with payment procedures established by the Employer.
- C. It is intended that this article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this article. If Congress amends the Family Medical Leave Act of 1993 during the term of this Agreement, the parties agree to address the affected amendments in accordance with Agreement, Section 3 of this Agreement.

ARTICLE 20

LEAVES OF ABSENCE

Section 20.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted.

Section 20.2. No grant of a leave of absence will be considered precedent for a grievance based on the denial of another leave of absence.

Section 20.3. Unpaid leaves of absence, except as provided in Section 20.15 for Disability Leaves, will not exceed one (1) year duration.

Section 20.4. An employee must request an unpaid leave in advance according to the operational requirements of the Employer.

Section 20.5. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge.

Section 20.6. An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer.

Section 20.7. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job.

Section 20.8. Court Leave. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance.

Section 20.9. All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forgo his pay for the time off.

Section 20.10. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available vacation leave at the discretion of the employee.

Section 20.11. Military Leave. All employees shall receive military leave under State and Federal law.

Section 20.12. Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. Such leave will be without pay if it exceeds the authorized paid leave allowable for the year.

Section 20.13. An employee on military leave will be paid the difference between his regular pay and any pay received from military service. An employee who accepts regular pay shall remit the base pay from military service to the Employer.

Section 20.14. An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Military leave is subject to the rules for leaves of absence in this article, except that emergency leave may be granted with a shorter period of advance notice.

Section 20.15. Disability Leave. A physically incapacitated employee is entitled to unpaid disability leave not to exceed two (2) years including any Family and Medical Leave, if declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by his attending physician certifying the employee is able to return to work.

In all other respects the employee is subject to the rules for leaves of absence in this article.

Section 20.16. The Employer, at the Employer's expense, may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of

determining whether the employee is physically or mentally able to perform the essential functions of his position. Should the employee disagree with the Employer's physician then the employee may seek a second physician's opinion. Should the physicians disagree, a third agreed-upon physician shall be used and his or her opinion shall be binding. An employee found to be physically or mentally unable to perform the essential functions by such physician shall be placed on disability leave.

Section 20.17. The Employer agrees to provide the Union with the names and addresses and phone numbers of employees who have left the bargaining unit or gone on an unpaid leave of absence, if requested by the Union.

ARTICLE 21 **HEALTH AND SAFETY**

Section 21.1. A joint Union-Employer Health and Safety Committee shall be established. The Union shall select two (2) member representatives and the Employer shall select no more than two (2) representatives to serve on the Safety Committee.

Section 21.2. The Committee shall meet monthly during regular work hours to consider health and safety matters and will make recommendations with respect to unsafe and unhealthy conditions.

Section 21.3. The Union representative will receive his regular rate of pay for time spent in such meetings if held during his regularly scheduled hours of work.

Section 21.4. Adequate first-aid equipment will be provided.

Section 21.5.

- A. The Employer agrees to furnish and maintain in safe working condition all tools, vehicles and equipment required to carry out the duties of each job position.
- B. All employees are required to safely carry out the functions of their employment duties and to immediately report to the Employer any unsafe or unhealthy conditions. The Employer will immediately correct any unsafe or unhealthy conditions. Also, all employees are to immediately report all damages to equipment or tools to the Employer.

Section 21.6. Any employee subjected to an unsafe or unhealthy working condition, other than normal working conditions, shall have the right to file a grievance against such conditions.

ARTICLE 22 **SUBCONTRACTING OUT**

Section 22.1. The Employer shall not contract or subcontract out any work that can be performed by bargaining unit employees and, thereby, cause the layoff of employees; and shall not contract or subcontract out work that could be performed by an employee laid off for less than one (1) year. It is understood by the parties, that the Engineer may subcontract out work that employees do not normally perform.

Section 22.2. The Employer may use student help and/or welfare clients to help employees when needed during regular hours of work.

The use of these workers will not erode the bargaining unit or cause overtime to be taken away from regular employees.

However, if work needs to continue at the end of a shift for a particular job away from the garage, then these workers can continue to help the regular employees.

ARTICLE 23 **LABOR-MANAGEMENT MEETING**

Section 23.1. As often as necessary the Union and the Employer will meet at an agreeable date and time on the premises of the Employer for the purpose of discussing the implementation of this Agreement and to discuss matters affecting the welfare of the Union or the Employer. A minimum of two (2) employee representatives of the Union and no more than two (2) Council representatives shall be permitted to attend such meetings. Bargaining unit members shall not lose pay for straight time hours spent in Labor-Management meetings.

ARTICLE 24
MANAGEMENT RIGHTS

Section 24.1. Subject to the laws of Ohio and the provisions of this Agreement, the Employer retains all rights not specifically waived hereunder including the right to manage its buildings, equipment and operations, and to direct the working force. Such rights also include but are not limited to the right to hire, promote, transfer, and assign employees, the right to suspend, demote, discharge, or remove employees for just cause, or to take other forms of corrective action against employees for just cause, the right to release employees from duty for lack of work or for other personnel by which the agency operations shall be conducted, consistent with this Agreement; provided, however, that these rights will not be used for the purpose of discrimination against any employees.

Section 24.2. The Union recognizes the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. The foregoing shall be consistent with the provisions of this Agreement.

ARTICLE 25
NO STRIKE/NO LOCKOUT

Section 25.1. Inasmuch as this Agreement provides for the orderly resolution of grievances, including resolution by an impartial arbitrator, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the County; therefore:

- A. The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations of services of the Employer by its members or other employees of the Employer.

When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately order such members to return to work.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 26 **MISCELLANEOUS**

Section 26.1. Bargaining unit employees shall be permitted reasonable time for wash-up, on any day, before the meal period and before quitting time.

Section 26.2. Supervisors shall not, in performing their duties for the Employer, displace or cause to be laid off, any employee in the bargaining unit and shall not perform overtime work of bargaining unit employees so as to eliminate overtime opportunities.

Section 26.3. No employee in the bargaining unit will be required or permitted to work outside his job classification during his regularly scheduled work shift, except when no employee within classification is immediately available and except for purposes of emergency overtime equalization as contained in Article 14 or in temporary transfer assignments as per this Agreement.

Section 26.4. Employees in the bargaining unit will have preference to new equipment when their turn appears on a rotation schedule established and posted by the Employer in the County garage. Such rotation schedule shall list employees by classification seniority. Assignment of any new piece of equipment shall be to the most classification senior employee whose name first appears on the list, and so on, until the list is exhausted. Refusal of equipment by an employee shall be deemed a waiver of his turn on the list.

Section 26.5. All employees in the bargaining unit shall submit to the same random drug and alcohol test.

ARTICLE 27 **WAGES**

Section 27.1. Effective April 1, 2015, all employees shall receive twenty-five cents (\$.25) per hour wage increase. Prevailing classification wage rates are established in accordance with Appendix A of this Agreement.

Section 27.2. Longevity Wage Increase. All employees in the bargaining unit will receive an additional twenty cents (\$.20) per hour increase in wages, over and above their regular hourly rates established by this Agreement, after the completion of five (5) years of service with Meigs County Engineer .

All employees in the bargaining unit shall receive an additional twenty-five cents (\$.25) per hour increase in wages, over and above their regular hourly rates established by this Agreement, after the completion of ten (10) years of service with Meigs County Engineer.

All employees in the bargaining unit shall receive an additional thirty cents (\$.30) per hour increase in wages, over and above their regular hourly rates established by this Agreement, after the completion of twenty (20) years of service with Meigs County Engineer.

Section 27.3. An Operator who is requested to carry a Class A CDL with haz mat and tanker endorsements shall be paid an additional ten cents (\$.10) per hour for all hours worked.

Section 27.4. The Employer shall pay for all CDL renewals. If an employees loses their CDL due to deteriorating health reasons, but is otherwise able to perform a day's work, the Employer shall place the employee in a position that does not require a CDL in a comparably paid position.

Section 27.5. Each employee shall have their PERS (as established by the Public Employees Retirement Board) deducted from their gross wage as tax deferred and the net gross will be used for computing withholding taxes due.

ARTICLE 28 **INSURANCE**

Section 28.1. The Employer shall continue to provide all employees in the bargaining unit with a Health Care Plan per Appendix C, both single and family coverage, and shall pay the total cost of the premium for both single and family plans with the following exception:

1. Coverage will be through a "Preferred Provider Organization" (PPO).

2. Plan A is as outlined in Appendix C with a maximum coinsurance payment of \$750 per covered individual and a maximum coinsurance payment of \$1500 per family.
3. Plan B Medical Benefits are the same as Plan A except no coinsurance.
4. All employees shall notify the employer by March 1 of each year of this Agreement to change the plan they are to be covered under.
5. Non-PPO health care will be as currently covered, including usual, customary and reasonable limits; there will be a 20% employee co-share for the first \$5,000 for single and \$10,000 for family coverage; the maximum out of pocket cost for eligible expenses will be \$1,200 for single and \$2,400 for family coverage.
6. Coverage for dependents will end at nineteen (19) years of age, except dependents that are full time students will be covered until age twenty-three (23). Unmarried dependent children who are physically or mentally incapable of earning their own living will continue to be covered. Proof of incapacity and dependence is to be furnished within thirty (30) days of the date of his or her coverage would end due to age.
7. The plan will continue to include well care mandated by the state, in addition all routine well care services for all eligible persons will be covered under the plan the same as any other medical claim.

Section 28.2. The Employer shall continue to provide Single and Family coverage for Life, Dental, Hearing, Vision equal to or better than the AFSCME Care Plan. The Employer shall also provide a prescription drug card. During the term of this contract co-pays for prescription medication will be: \$0 for generic brands, \$20 for non-formulary brands and \$15 for formulary brands. Formulary brands are brand-name drugs that have a negotiated price.

Section 28.3. In the event of the death of an employee, the Employer shall pay up to a maximum of two (2) months premium on insurance coverage for the employee's spouse and/or children. This coverage is for a maximum of two months or until PERS insurance is implemented, whichever comes first.

ARTICLE 29

DURATION OF AGREEMENT

Section 29.1. This Agreement shall continue in full force and effect for a period of one (1) year beginning April 1, 2015 to midnight March 31, 2016.

Section 29.2. Should either party desire to modify or terminate this Agreement at midnight March 31, 2016, such party shall give written notice of its desire to modify or terminate at least sixty (60) calendar days prior to such date. If neither party give notice of its intent to modify or terminate this Agreement as provided above, this Agreement shall continue in full force and effect from year to year after April 1, 2015, subject to modification or termination by either party by written notice at least sixty (60) calendar days prior to April 1 of any subsequent year.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 26th day of March, 2015.

**FOR THE MEIGS COUNTY
ENGINEERING DEPARTMENT:**



Eugene Triplett, P.E., P.S.
Meigs County Engineer

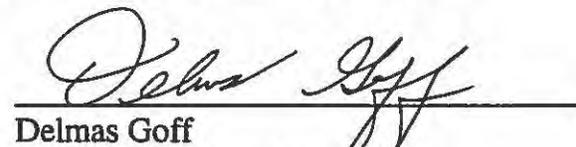
**FOR THE MEIGS COUNTY
EMPLOYEES LOCAL 1080 AND
AFSCME, OHIO COUNCIL 8:**



Rodney Manley
President, Local 1080



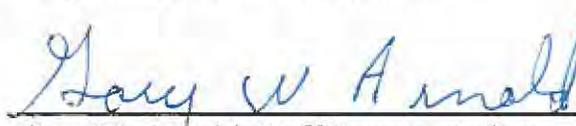
Timothy Epling
Bargaining Committee Member



Delmas Goff
Bargaining Committee Member



Eric Tuttle
Bargaining Committee Member



Gary W. Arnold, Staff Representative
AFSCME Ohio Council 8

**APPENDIX A
MEIGS COUNTY ENGINEER DEPARTMENT
CLASSIFICATION BASE WAGE RATE SCHEDULE**

Classification		Effective 4/1/2015
Operator	\$17.86	\$18.11
Laborer 1	\$16.22	\$16.47
Laborer 2	\$16.49	\$16.74
Mechanic	\$17.86	\$18.11
Truck Driver	\$17.25	\$17.50
Parts Clerk	\$16.98	\$17.23
Bridge Foreman	\$17.86	\$18.11
Mechanic Helper	\$17.28	\$17.53
Crew Leader	\$17.41	\$17.66
Tandem Driver	\$17.41	\$17.66
Road Foreman	\$17.82	\$18.07
Night Watchman	\$16.22	\$16.47

If the employee chooses Plan A insurance an additional seventy-five cents (\$.75) per hour will be added to the above.

Additional twenty cents (\$.20) per hour will be added to the above rates for all employees with more than five (5) years of service, but less than ten (10) years.

(Five cents more) an additional twenty-five cents (\$.25) per hour to the above rates for ten (10) years or more of service.

(Five cents more) an additional thirty cents (\$.30) per hour to the above rates for twenty (20) years or more of service.

**MEIGS COUNTY ENGINEERING DEPARTMENT
GRIEVANCE FORM**

Grievance Number:

Grievant's Name:

Classification:

Steward's Name:

Date of alleged violation:

STEP 1

Date of STEP 1 oral discussion with Supervisor:

Date of Supervisor STEP 1 reply:

STEP 2

Date appealed to STEP 2:

(time stamped by Employer)

STATEMENT OF GRIEVANCE: (dates, times, facts—what happened):

(Attach additional sheet if necessary)

Articles and Sections of Agreement violated:

Relief Requested: (What grievant desires to resolve grievance.)

Employee Signature:

Date:

Steward or Union President Signature:

Date:

Date of STEP 2 hearing:

(Attach additional sheet if necessary)

Signature Second Level Supervisor

Date

STEP 3

(Attach grievance and Step 2 Answers)

Date appealed to STEP 3:

(time stamped by Employer)

Date of STEP 3 hearing:

STEP 3 Answer:

(Attach additional sheet if necessary)

STEP 4

ARBITRATION

The Union hereby demands Arbitration of Grievance No.

Dated:

Date Appealed to Arbitration:

(Within twenty (20) days of STEP 3 written answer)

Date of Letter Requesting List of Arbitrators:

(Same as Arbitration Demand Date)

Date of Receipt of Arbitrators List:

Date of Selection of Arbitrators:

Arbitrator's Name:

(Address)

Arbitration Hearing Date:

MEDICAL BENEFITS

Appendix C

PROPOSED MEMBER AMOUNT PAID
IN-NETWORK BENEFITS

ANNUAL DEDUCTIBLE -	Single/1 Person	\$0.00/SINGLE
	Family/2 or more People	\$0.00/FAMILY
COINSURANCE -	Single/1 Person	20% OF THE FIRST \$3,750 THEN 0% MEMBER PAID FOR THE REMAINDER OF THE YEAR.
	Family/2 or more People	20% OF THE FIRST \$7,500 THEN 0% MEMBER PAID FOR THE REMAINDER OF THE YEAR.
OUT-OF-POCKET -	Single/1 Person	\$750.00/BENEFIT YEAR
	Family/2 or more People	\$1,500.00/BENEFIT YEAR
AMBULANCE SERVICES		20%
DURABLE MEDICAL EQUIPMENT		20%
EMERGENCY ROOM		\$75.00 COPAY THEN 20% (COPAY WAIVED IF ADMITTED)
URGENT CARE		\$20.00 COPAY
PHYSICIAN OFFICE VISIT -	Sick/Illness Care	\$20.00 COPAY
	Well Care	0%
HOME HEALTH CARE		20%
HOSPICE CARE -	360 days/policy period	0%
HOSPITALIZATION -	In-Patient Stay	20%
INJECTIONS IN PHYSICIANS OFFICE		APPLIED TO OFFICE VISIT COPAY. IF NO OFFICE VISIT CHARGE MEMBER PAYS 20%
MATERNITY SERVICES -	Physician Office Visits	\$20.00 COPAY
	In-Patient Hospital	20%
OUTPATIENT SERVICES -	Surgery	20%
	Diagnostic Services	APPLIED TO OFFICE VISIT COPAY. IF NO OFFICE VISIT CHARGE MEMBER PAYS 20%
	Treatments	APPLIED TO OFFICE VISIT COPAY. IF NO OFFICE VISIT CHARGE MEMBER PAYS 20%
PROFESSIONAL FEES		APPLIED TO OFFICE VISIT COPAY. IF NO OFFICE VISIT CHARGE MEMBER PAYS 20%
PROSTHETIC DEVICES		20%
RECONSTRUCTIVE PROCEDURES		20%
REHABILITATION SERVICES -	Outpatient Therapy	20%
	Physical Therapy	20%
	Occupational Therapy	20%
	Speech Therapy	20%
	Pulmonary Therapy	20%
	Cardiac Therapy	20%

MEDICAL BENEFITS

**PROPOSED MEMBER AMOUNT PAID
IN-NETWORK BENEFITS**

SKILLED NURSING FACILITY/INPATIENT		20%
CYTOLOGIC SCREENING		0%
MAMMOGRAPHY SCREENING		0%
PSA		0%
COLONOSCOPY		0%
CHIROPRACTIC CARE (SPINAL TREATMENT)		\$20.00 COPAY
MENTAL HEALTH SERVICES -	Physician Office	\$20.00 COPAY
	Outpatient Facility	20%
	Inpatient	20%
SUBSTANCE ABUSE SERVICES -	Physician Office	\$20.00 COPAY
	Outpatient Facility	20%
	Inpatient	20%
RETAIL PRESCRIPTION DRUG -	Generic	\$0.00
	Preferred Brand	\$15.00
	Non-Preferred Brand	\$20.00
MAIL ORDER PRESCRIPTION DRUG -	Generic	\$0.00
	Preferred Brand	\$40.00
	Non-Preferred Brand	\$50.00

NOTE:

Copays do not apply to out of pocket maximum

Lifetime maximum for all benefits paid under this plan is Unlimited

Network provider for prescription services is Caremark

This is a summary of the PROPOSED In-Network benefits only. A final summary will be provided when and if these benefits are accepted. Eligible persons who choose to participate should review the Summary Plan Description and Plan Document (benefit booklet) for information about participation, benefits, limitations and exclusions. This is not a contract, policy or guarantee of coverage.

DENTAL BENEFITS	Proposed In Network Benefits
Annual Deductible: Single Family	\$25 \$75
Coinsurance: Level One: Preventative Level Two: Basic Level Three: Major	0% 20% 50%
Orthodontic Benefits: Lifetime Benefit, Per Person Coinsurance	\$2,000 50% <i>Covered Dependents under 19</i>
Annual Maximum Benefit	\$2,500 <i>per person</i>
VISION BENEFITS	
	Proposed In Network Benefits
Eye Exam	\$45 - <i>per visit</i>
Frames	\$95 - <i>per frame</i>
Lenses: Single Vision Bifocal Trifocal Sphere each diopter over 4+ Cylinder each diopter over 3+ Contact Lens	\$70 - <i>per lens</i> \$98 - <i>per lens</i> \$138 - <i>per lens</i> \$2/diopter - <i>per lens</i> \$2/diopter - <i>per lens</i> \$85 - <i>per lens</i>
<i>All vision benefits are limited to one visit, frame, set of lenses every two years.</i>	
HEARING BENEFITS	
	Proposed In Network Benefits
Hearing Exam	\$40 <i>Unilateral - per ear</i>
Hearing Aid	\$400 <i>Maximum unilateral - per ear</i>