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AGREEMENT BETWEEN

THE PIKE COUNTY ENGINEER

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, OHIO COUNCIL
8, LOCAL #1408**

April 1, 2015 – March 31, 2018

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ARTICLE 1: PREAMBLE

This collective Bargaining Agreement is entered into by and between The Pike County Engineer, hereinafter referred to as the "Employer", and Local 1408 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours and other terms and conditions of employment for all employees in the bargaining unit of the Agreement.

ARTICLE 2: INTENT AND PURPOSE

A. Intent and Purpose

The intent and purpose of the Engineer and the Union in entering into this Agreement is to set forth their agreement on wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations with the employees and to achieve uninterrupted operations of the Pike County Engineering Department while serving the best interest of the citizens of Pike County.

B. Responsibilities of the Parties.

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union (its officers and representatives, at all levels) and all employees are bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in the Agreement, the following shall be observed.

1. There shall be no strikes, work stoppages, interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities. The Employer will not lockout the employees.
2. This Agreement will be the sole recourse available to employees represented by the Union accordingly under O.R.C. Section 4117.10 (A). Members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.

C. All excluded positions are "working positions" as has always been the procedure in the Pike County Engineering Department. All employees are expected and required to work in cases or natural disasters or emergencies as declared by the Engineer.

ARTICLE 3: RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of the bargaining unit pursuant to SERB Case No. 98-REP-03-0063.

INCLUDED: All employees of the Pike County Engineer, including Road Foreman, Operator I, Operator II, Laborer I, Laborer II, Crew Leader, Mechanic I, Mechanic II, Welder, Bridge Inspector/Sign and Janitor.

EXCLUDED: All supervisory, management level, confidential and professional employees as defined in the Act, and seasonal and casual employees as defined by the Board, including Engineer, Engineer's Assistant, Superintendent, Secretary Bookkeeper, Secretary/Tax Map, and Property Map Clerk.

ARTICLE 4: UNION SECURITY

- A. The Engineer agrees to deduct Union membership dues in accordance with this Article for all employees of the Bargaining Unit upon the successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee voluntarily for that purpose.
- B. The Engineer agrees to deduct regular Union membership dues, initiation fees or assessments in equal amounts bi-weekly from the pay of any Bargaining Unit member. Upon receipt of the proper authorization form, the Engineer will deduct the 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 Engineer. The Engineer must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.
- C. The Engineer shall be relieved from making such individual check-off deductions upon:
 - 1. Termination of employment;
 - 2. Transfer or promotion to a job other than one covered by the bargaining unit, excluding temporary transfers;
 - 3. Layoff from work;
 - 4. An agreed leave of absence; or
 - 5. Revocation of the check-off authorization in accordance with its terms.
- D. Each Bargaining Unit member's written authorization for dues deduction shall be honored by the Engineer, unless the employee certifies in writing by certified mail to the Engineer and the Local 1408 that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Engineer, then the employee will pay a fair share fee under paragraph F below.
- E. Deductions shall be made in equal amounts, bi-weekly. 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 the AFCME Ohio Council 8 Controller no later than the tenth (10th) day following 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.

- F. Fair Share Fee. Effective on the date of this Agreement, all employees in the bargaining unit who 120 working days from the 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.

The fair share fee amount shall be certified to the Employer by the Ohio Council 8.

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.

- G. It is specifically agreed by the Engineer and Local 1408 that the Engineer assumes no obligation, financial or otherwise arising out of the provisions of this Article, and Local 1408 agree that it will indemnify and hold the Pike County Engineer harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Engineer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.
- H. The Engineer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- I. It is specifically agreed that neither the employees nor the Union shall have claims against the Engineer for errors in the processing of deductions, unless a claim of error is made to the Engineer in writing within sixty (60) days after the date of such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.
- J. The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of the names, social security numbers and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every six (6) months thereafter.

ARTICLE 5: MANAGEMENT RIGHTS

- A. The Management of the Pike County Engineer has, as it always had, the exclusive right to manage the business of the County Engineering Department and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of Management include but are not limited to the right to:
 - 1. 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

- Pike County Engineering Department, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate and hire employees;
 3. Maintain and improve the efficiency and effectiveness of the Pike County Engineering Department;
 4. Determine the overall methods, processes, means and/or personnel by which the Pike County Engineering Department is to be conducted;
 5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Pike County Engineering Department as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the missions of the Pike County Engineering Department as a unit of government; and
 10. Promulgate reasonable rules and regulations.
- B. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6: NONDISCRIMINATION

- A. Both the Engineer and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner against any member of the Bargaining Unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, national origin, handicap, political affiliation, disability and veteran status.
- B. There shall be no discrimination by the Engineer or the Union toward any employee by virtue of membership or non-membership in the Union.

ARTICLE 7: PAYROLL DEDUCTIONS AND PAYDAYS

- A. Paychecks are issued bi-weekly for a ten (10) day work period. Necessary deductions for the Public Employees Retirement System, Federal Withholding Tax and State of Ohio Income Tax will be made from each employee's paycheck.
1. Optional deductions may be made for employee organization dues and health insurance or HMO premiums.
 2. Any other optional deductions if approved by the County Auditor made from paychecks will be made upon notification. Each employee is responsible for signing the proper forms authorizing deductions.

3. An employee not present on payday will designate in writing a specific individual each time a check is to be picked up.

ARTICLE 8: UNION VISITATION

- A. The Pike County Engineer will permit AFSCME Union Staff Representatives access to the Pike County Engineering Department Garage after said Representative(s) has made his presence known beforehand. The Representative(s) shall not visit with the work crews at locations in the County unless the supervisor or the Engineer grants permission, such permission shall not be unreasonably withheld. The Pike County Engineer assumes no risk or liability for such visitations. Such visitations shall be only for legitimate Union business involving the administration of this Agreement.

ARTICLE 9: UNION REPRESENTATION

- A. The Engineer will recognize the Union President of Local 1408 and two (2) stewards for the purpose of conducting union business to implement and maintain this Agreement.
- B. The Union president or his designee in the Union president's absence shall not lose any straight-time pay for the processing and filing of grievances including attending grievance meetings held during work time. The union president may also attend disciplinary conferences without a loss of pay.
- C. The Engineer agrees to allow the local union president or his designee in his absence to use a department telephone to make calls related to administration of this agreement, as long as there are no long distance charges involved that would be charged to the county.

ARTICLE 10: BULLETIN BOARDS

- A. The Engineer shall allow the Union space on one (1) Department bulletin board located in the break area (coffee area) of the garage.
- B. All notices posted by the Union on the bulletin board designated in paragraph A must be signed by the appropriate Union official:
 1. Notice of Union recreational and social affairs or meetings.
 2. Union appointments;
 3. Notice and results of Union elections; and
 4. Publications or rulings of the Union.

- C. The Engineer reserves the right to remove any cartoons, and/or material that makes personal attacks on any employee or elected official or scandalous, scurrilous or derogatory statements about the Pike County Administration or Union or employees and families.

ARTICLE 11: SENIORITY

- A. "Bargaining Unit Seniority" is the employee's total length of continuous service with the Pike County Engineering Department from his most recent date of hire into the Bargaining Unit.
- B. An employee's seniority shall terminate:
 - 1. If the employee quits.
 - 2. If the employee retires
 - 3. If an employee is discharged and not reinstated.
 - 4. If the employee is laid off for a period of more than two (2) consecutive years.
- C. The Employer will provide the Union, and Ohio Council 8 with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every January, showing the hire date and classification of each employee in the bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.
- D. The Employer will provide the Local Union with a list of new hires. The list will include the name of the employee and the date of the action.
- E. Seniority Ties.
 - 1. If two (2) or more employees have the same date of hire, the tie will be broken by using the last digit of each employee's Social Security Number.
 - a. The employees' numbers will be compared and the employee with the highest digit shall be declared the senior employee ("0" being the lowest number and "9" being the highest).
 - b. If the last digits of the Social Security numbers are the same, the next to the last digits will be compared and the employee with the highest digit shall be declared to the senior. If the tie is still not broken by the second, the procedure shall continue on the next digit until the tie is broken.
 - 2. The Engineer or his designated representative will only break ties in seniority on the request of the employee and his/her Union representative. Once seniority ties are broken by the procedure in E-1, the seniority status of the employees involved shall not again be contested by the involved employees.

ARTICLE 12: PROBATIONARY PERIOD

- A. Every employee hired after April 1, 2006, at the Engineer's discretion will start at 70% of the rate listed in Article 44 - Wages, for the job for which he is employed and will remain at this rate until he has completed his probationary period. After completion of the probationary period, the employee will receive 80% of the rate until they have completed two (2) years of service with the Pike County Engineering Department. After two (2) years the employees will move to 90% of the rate for their position, and at the end of four (4) years will be at the full rate. Present employees in this pay plan will continue. Every newly hired employee of the Pike County Engineering Department will be required to successfully complete a probationary period of one hundred twenty (120) working days. The probationary period begins on the first day for which the employee receives compensation from the Engineer and concludes at the completion of the nine hundred and sixtieth (960th) hour of work.
- B. A Bargaining Unit member who is promoted will be required to successfully complete a ninety (90) working day probationary period in his/her new position.
- C. A newly hired employee who is terminated during his/her one hundred twenty (120) working day probationary period will have no access to the grievance procedure as contained in this Agreement to protect his/her removal.
- D. A newly hired employee is eligible to join the Union at the end of the one hundred twenty (120) working day probationary period.
- E. A probationary employee shall have no seniority rights during his/her probationary period but at the successful completion of his/her probationary period seniority shall be retroactive to his/her first day of work.

ARTICLE 13: PAID LEAVES: JURY DUTY AND WITNESS LEAVE

- A. Allowance for Jury or Witness Service.

A Bargaining Unit member who is called for jury duty or subpoenaed as a witness shall be excused from work for the days or time (hours) on which he/she is to serve. (Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he/she is used.) Such Bargaining Unit member shall receive, for each day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such service and his/her regular rate of pay. Such pay will be based on the number of days such Bargaining Unit member would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked) and the pay for each such day shall be eight (8) times his/her straight time hourly rate of earnings during the last payroll period worked prior to such service. The Bargaining Unit member will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness, and the amount

of pay, if any, received therefore. Bargaining Unit members dismissed from jury and witness service early are expected to return to work if there remains four (4) hours in the employee's workday.

- B. The Employer will not pay jury or witness leave to employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matter, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. These absences would be leave without pay, compensatory time, personal leave or vacation.

ARTICLE 14: FAMILY AND MEDICAL LEAVE

- A. In accordance with the Family and Medical Leave Act of 1993 and Amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:
 - 1. To care for a newborn son or daughter;
 - 2. For a placement of a son or daughter with the bargaining unit member for adoption or foster care.
 - 3. To care for a seriously ill spouse, child or parent; or
 - 4. Because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching one (1) year or twelve (12) months after the date of adoption or foster placement.

The Department observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.

- B. Bargaining Unit members must give the County at least a thirty (30) day notice or as much notice as is practicable in foreseeable situations, of the desire to use family and medical leave.
- C. Bargaining Unit members may be required to use their accumulated paid sick leave and vacation leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave or vacation and 8 weeks of unpaid sick leave combination.)
- D. Medical certification shall be required to substantiate leave for the reasons stated in A (3) (if required by statute) and A (4) above, with the County having the option of requiring second and third opinions at the County's expense. Medical certification shall include the following:
 - 1. The date the condition began;

2. The probable duration of the condition;
 3. The appropriate medical facts regarding the condition and the necessity for the leave; and
 4. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- E. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave scheduled basis.
1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the County may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave the employees will be restored to his/her former position or an equivalent position.
- F. Health Insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the County paying the County share of health insurance premium. The employees must make arrangements for payments to continue his/her portion of health insurance premium. The County may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.
- G. For the purpose of this Article, the following definitions shall apply:
1. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 2. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per workweek, or hours per workday of a bargaining unit member.
- H. Upon return from leave of absence, the employee will be restored to the position held prior to the commencement of the leave or to an equivalent position with equivalent pay, without loss of seniority.
- I. Employees shall continue to accrue benefits per contractual language if in paid status.
- J. Employees do not accrue vacation and/or sick leave or other benefits unless otherwise stated herein while on unpaid leave status. The Employer and the Union agree to follow the new FMLA Regulations that became effective January 16, 2009, as they affect this Article.

ARTICLE 15: EDUCATIONAL LEAVE

- A. Educational leave without pay may be granted at the discretion of the Engineer for up to two (2) years for purposes of education, training or specialized experience which would benefit the Engineer's office. Upon completion of the leave of absence, the Bargaining Unit member will be returned to his/her former position or a similar position within the same classification. Educational leave shall be granted on a first come, first served, basis, and no more than two (2) employees shall be granted an educational leave at the same time. Said leave shall not be unreasonably denied.

ARTICLE 16: PERSONAL LEAVE

- A. Bargaining Unit members may request an unpaid leave of absence from the Engineer's office for personal reasons, including educational pursuits that are not in the course of and/or required as part of the job. The decision whether to grant the leave is left to the Engineer's discretion. Personal leave may be granted for up to six (6) months for any personal reasons of the employee, which are deemed sufficient grounds for leave by the Engineer.

ARTICLE 17: UNPAID DISABILITY LEAVE

- A. A Bargaining Unit member may request an unpaid disability leave if he/she continues to be injured, ill or physically incapacitated from the performance of the regular duties of his/her position after he/she has exhausted his/her accumulated sick leave.
- B. The Engineer may place a Bargaining Unit member on an unpaid disability leave after the Bargaining Unit member has exhausted their accumulated sick leave if, after an informal hearing (with Union representation) concerning the Bargaining Unit member's condition, the Engineer determines that the individual is unable to perform the regular duties of his/her position because of the illness, injury or other physical or mental disability. Prior to the hearing, the Engineer shall require the Bargaining Unit member to submit to an examination conducted by a licensed physician, psychiatrist or psychologist, at the County's expense, as appropriate to the circumstances. The Bargaining Unit member may also choose to be examined by his personal physician and submit that examination at the hearing. If the County's physician and the Bargaining Unit member's physician disagree, the two doctors' will select a third doctor and the parties will abide by this decision and split the cost not covered by the health insurance plan.
- C. Within two (2) years (OAC 123:1-30-04(J)) from the effective date of the unpaid disability leaves; the Bargaining Unit member may apply for reinstatement. After receipt of a timely application for reinstatement, the Engineer shall require examination of the Bargaining Unit member by a licensed physician, psychiatrist or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. The examination shall be done at the County's expense. If the examination discloses that the Bargaining Unit member has recovered from the disability and is otherwise able to perform the regular duties of his/her position, the Engineer shall reinstate the Bargaining Unit member within thirty (30) calendar days from the

Bargaining Unit member's written application to his/her former position or to a similar position within the same classification.

- D. A Bargaining Unit member on an unpaid disability leave does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. A Bargaining Unit member on an unpaid disability leave must pay the premium cost for health insurance for his/herself (and for dependent coverage, if applicable) in order to keep the coverage in effect during the leave, unless the Bargaining Unit member was injured while on the job for the Pike County Engineer and has exhausted all his/her paid leave, in which case the Engineer will pay the County's share of the Bargaining Unit member's hospitalization premium for a period of six (6) months inclusive of Family Medical Leave Act leave.
- E. If the disability is a result of an on the job injury the bargaining unit member will not be required to exhaust his/her sick leave prior to utilizing disability leave.

ARTICLE 18: PREGNANCY LEAVE

- A. A Bargaining Unit member may use accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth or postpartum recovery. At his/her option, the Bargaining Unit member may use accrued vacation for pregnancy, childbirth, or infant care.
- B. A Bargaining Unit member's physical incapacity or disability related to pregnancy, child birth, or postpartum recovery shall be treated the same as any other medical condition under the unpaid disability leave policy. Thus, if the Bargaining Unit member has exhausted accumulated sick leave and remains disabled or physically incapacitated from returning to her duties because of pregnancy, childbirth, or postpartum recovery, she may request an unpaid leave under that policy. As a general rule the Bargaining Unit member shall go off work with a doctor's statement and return with a doctor's release.
- C. An unpaid disability leave should not extend beyond the duration of the physical disability or incapacity related to pregnancy, childbirth, or postpartum recovery. A Bargaining Unit member's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons and shall be granted or denied in accordance with Article 16.

ARTICLE 19: MILITARY LEAVE

- A. Military Leave.

Any full-time Bargaining Unit member employee who enlists in the United States Armed Forces shall be granted a military leave of absence in accordance with Ohio Revised Code Section 5923.05.

- B. National Guard and Reserve Service.

The Pike County Engineering Department supports the concept that a strong defense of our country is best accomplished through citizen-soldiers. Therefore, no Bargaining Unit member's job or career opportunities will be limited because of his/her service in the National Guard or any branch of the reserves. Bargaining Unit members shall be granted leaves of absence up to one hundred seventy-six (176) hours or twenty-two (22) eight (8) hours days within any one calendar year with pay for military training in the Guard or Reserve in accordance with the Ohio Revised Code without sacrifice of vacation time. The Engineer shall approve the scheduling of vacations for such Bargaining Unit members at his/her own discretion.

ARTICLE 20: HEALTH AND SAFETY

A. Safety and Health

1. The Engineer, the Union and the Bargaining Unit members recognize their obligation and/or rights under existing Federal and State laws with respect to safety and health matters.
2. The Engineer shall maintain adequate equipment and precautions. Suggestions for improved safety by Bargaining Unit members will be given due consideration by the Engineer.
3. If an equipment operator becomes aware of an unsafe condition in his equipment, he shall immediately notify his foreman and steward, personally. If no provisions are reasonably made to correct the condition and both the equipment operator and steward consider the machine seriously unsafe, the equipment operator may refuse to continue operation of the machine until such time as corrective repairs are made.
4. Horseplay is unacceptable - it leads to accidents and endangers all employees, their health and safety. Employees will be disciplined for horseplay.

B. Report of on the job injuries and accidents.

1. It is the responsibility of the Bargaining Unit member to report immediately to his/her supervisor or the Engineer, any injury incurred on the job no matter how minor the injury may seem to the Bargaining Unit member.
2. All accidents regardless of whether or not an injury is incurred shall be reported immediately by the Bargaining Unit member(s) involved to the Bargaining Unit member's supervisor. If it is determined that immediate treatment or examination is needed, the supervisor shall arrange transportation to the hospital or physician's office and shall make any other necessary arrangements.
3. It is the responsibility of the injured Bargaining Unit member's supervisor to initiate and oversee the completion of a complete accident report within twenty-four (24) hours after the injury was incurred and submit the completed report

promptly to the Engineer. If a Bargaining Unit member or the Bargaining Unit member's supervisor is uncertain as to whether to not an injury is considered to be job related for the purpose of completion of the OSHA 200 form the report shall be completed and submitted to the Engineer for review and determination.

C. Health and Safety Committee.

1. The Engineer and the Union shall establish a Health and Safety Committee. Such Committee shall be composed of two (2) representatives appointed by the Engineer and two (2) Bargaining Unit members appointed by the Union and shall be co-chaired by a Union and an Engineer representative.
2. The general responsibility of the Committee shall be to advocate a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and recommending safety and health educational programs.
3. The Committee shall meet no less than once each quarter to discuss and arrange:
 - a. Periodic inspection of facilities and equipment to detect, evaluate and offer recommendations for control of potential health and safety hazards;
 - b. Receive copies of all accident and possible job related injury reports;
 - c. Receive literature regarding all possible toxic materials used and who has been exposed to same;
 - d. Promote health and safety education;
 - e. Maintain a record of all health and safety meetings and reports received.
4. Members of the Health and Safety Committee shall be allowed time off from their normal duties with pay to perform Committee functions.

D. Toxic Chemicals.

1. The Pike County Engineer will make available to all Bargaining Unit members upon request all information provided to the Engineer on any toxic substance used in the operations of the Pike County Engineering Department. From time to time it may become necessary for the Engineer to promulgate standards regarding the use and handling of toxic chemicals. It will be the responsibility of all Bargaining Unit members to become familiar with and abide by such standards as provided by the Engineer.
2. The Engineer will endeavor to see that no Bargaining Unit members are required to work alone in any area that would entail hazardous dumps or toxic wastes.

- E. The use of tools, supplies, equipment, telephones for county business and motor vehicles for county business will be made available to all employees.
 - 1. No Bargaining Unit member will be permitted to work in any soft covered shoes. All Bargaining Unit members are required to wear suitable work shoes during all working hours.
 - 2. All Bargaining Unit members are required to wear all Personal Protective Equipment issued to them which pertains to the job being performed. Failure to wear Personal Protective Equipment or neglect to wear Personal Protective Equipment will result in disciplinary action.
 - 3. Employees may use the County's telephone to respond to emergency phone calls from their families.

- F. Personal Protective Clothing and Equipment
 - 1. All personal protective clothing and equipment furnished by the Pike County Engineer for the safety and health of Bargaining Unit members shall be maintained by the Engineer without cost to the Bargaining Unit members.
 - 2. Said clothing and equipment that is damaged while on the job or worn out will be replaced provided the Bargaining Unit member returns the damaged or worn out article or equipment to the Engineer (e.g., boots, rain coats, hard hats).
 - 3. Failure to wear personal protective equipment will result in disciplinary action.

- G. Vaccinations.
 - 1. The employer shall provide vaccinations for Tuberculosis (TB), Flu, Tetanus, and Hepatitis B at no cost to the employee.
 - 2. An employee can waive his/her right to any of the offered vaccinations, but in doing so, will sign a declination form.

ARTICLE 21: PHYSICAL EXAMS

- A. The Employer agrees to provide physical exams without cost to Bargaining Unit members when such tests are necessary to determine whether the health of Bargaining Unit members is being adversely affected by exposure to potentially harmful physical agents or toxic materials. In case of dispute, if the Bargaining Unit member submits a medical report giving rise to such claim, then the physical shall be given by a physician selected by the Engineer.

ARTICLE 22: EMPLOYEE ASSISTANCE PROGRAM

- A. The Engineer and the Union recognize the value of counseling and assistance programs to those Bargaining Unit members who have personal problems which interfere with their job duties and responsibilities.
- B. Records regarding treatment and participation in the E.A.P. shall be confidential. No EAP treatment records shall be maintained in the Bargaining Unit member's personal file.
- C. If a Bargaining Unit member has exhausted all available leave and requests time off to have an initial appointment with a community agency, the Engineer shall provide such time off without pay.
- D. Such participation shall be strictly voluntary. Seeking and/or accepting assistance to alleviate an alcohol, drug or other behavioral or emotional problem will not jeopardize a Bargaining Unit member's job security. The Engineer will assume no cost over that paid by the County's health insurance.

ARTICLE 23: GRIEVANCE PROCEDURE

A grievance is defined as an allegation that the terms of this Agreement have been violated. Grievances must be filed within five (5) working days of the occurrence. Bargaining Unit members have the right to file grievances without fear of reprisal.

- A. Step One (First Step)
 - 1. If the subject to be considered for adjustment or correction concerns only Bargaining Unit member(s) within the jurisdiction of one supervisor, it shall be discussed by the supervisor and the Bargaining Unit member(s) in an effort to settle the question. After considering the facts, the supervisor shall give a verbal answer to the question or complaint within two (2) working days. If, however, the verbal answer to the complaint does not satisfactorily resolve the subject, the grievance proceeds to Step One -B.

Step One B.

- 1. Details of Step One - An oral proceeding will be immediately reduced to a record as provided by the employee complaint form. One (1) copy of the completed form signed by both parties will be given to the Bargaining Unit member involved and the Union and one (1) copy will be retained by the supervisor. The complaint may then be reduced to writing by the Bargaining Unit member and appealed to the Second Step of the procedure within five (5) working days.
- 2. Bargaining Unit members are entitled to representation by the Union at any Step of the grievance procedure.
- 3. Grievances from Bargaining Unit members with more than one supervisor or grievances involving several Bargaining Unit members will automatically be heard

by the Department Head or his designated representative in Step Two of the Grievance Procedure.

B. Step Two (Second Step)

1. The Bargaining Unit member or Bargaining Unit members must file the grievance in writing that resulted from Step One within five (5) working days with the Superintendent and the Superintendent will set a hearing to be held with the Bargaining Unit member(s) within five (5) working days. The Superintendent will give an answer in writing to the Bargaining Unit member(s) within five (5) working days from the close of the hearing, if the grievance is not resolved in the hearing. The Superintendent will sign and date the resolution reached or the Second Step answer, whichever the situation dictates.
2. The Bargaining Unit member(s) has five (5) working days to appeal the Second Step answer of the Superintendent or his representative if the Bargaining Unit member(s) is not satisfied with the decision.
3. Grievances resolved in Step One or Step Two are done so without prejudice to the position of either party. No grievance shall be resolved without the knowledge and approval of the Union President of Local 1408.
4. Either party may request the extension of time limits imposed in any Step of this Grievance Procedure.
 - a. Both parties must agree for a time limit extension to be effectuated.
 - b. Both parties must sign a form provided by the Engineer for time limit extension of the grievance.
 - c. Grievances not appealed in a timely manner are considered by this Agreement to be settled on the basis of the Management decision in the preceding Step.
 - d. Grievances not answered by Management in a timely manner are automatically appealed to the next step of this grievance procedure.
 - e. Grievances appealed at Step Three shall be assigned a number. Grievances shall be numbered as follows: 1-99, 2-99, 3-99, etc. and beginning January 2000, grievances shall be numbers 1-2000, 2-2000, 3-2000 etc.
 - f. Grievances must be on the form mutually agreed to by the Engineer and the Union.

C. Step Three (Third Step).

1. The Third Step starts with the receipt of the grievance appealed by the Union from Step Two to the Engineer within five (5) working days from the Step Two answer. The Engineer or his designated representative will sign and date the appeal from provided by the Engineer. The Engineer or his designated representative will set a Step Three hearing to be held within ten (10) working days from the date of the appeal.
2. The Third Step hearing will endeavor to bring out all the facts and participants involved in the grievance. If the grievance is not resolved in the hearing, the Bargaining Unit member(s) and the Union shall receive an answer in writing within five (5) working days from the close of the hearing.
3. The Union may appeal the Engineer's answer from Step Three to Step Four (Mediation). The Union may appeal the Engineer's answer from Step Three to Step Five (Arbitration). Either appeal must be made within twenty (20) working days of the receipt of the answer in C-2.

D. Step Four (Mediation).

1. The Parties will notify the Federal Mediation and Conciliation Services for the assignment of a Mediator to hear the grievance.
2. The conduct of the Mediation hearing will be in accordance with FMCS rules for grievance mediation.
3. The Mediator shall make his or her recommendations in conformity with this Agreement and shall be made prior to the close of the Mediation.
4. The Mediation hearing shall be informal with no briefs or transcripts, no formal rules of evidence.
5. The Mediator's recommendation is non-binding on the parties and cannot be referenced in any further proceedings if the parties move the grievance to Arbitration under Step 5.
6. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as a part of the grievance record prior to the hearing. The Mediator will be provided a copy of the Collective Bargaining Agreement.
7. The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.

E. Step Five (Arbitration)

1. If the grievance is not satisfactorily resolved at Step Three or Step Four, it may be appealed to Arbitration. Such appeal shall be signed by the grieving party,

either the grievant, the President of the Union and a representative of the AFSCME Local 1408 and the Engineer or his designated representative. It shall state the specific Sections of the Agreement that apply and that are to be considered by the Arbitrator. It shall be delivered to the Engineer or the President of the Union (whichever is applicable) within twenty (20) working days after his Step Three answer. The Union Representative or his representative shall be able to attend all grievance hearings beginning at Step Two (Second Step).

2. Any grievance not appealed in a timely fashion is not arbitrable and shall not be considered. The Engineer and the Union shall jointly request a list of seven (7) impartial arbitrators from the FMCS. The cost of the list will be split by the parties. The Engineer and the Union will each strike three (3) names from the list and the remaining name shall be selected as the Arbitrator. The parties shall alternate who strikes first with the first strike decided by a coin toss. The parties will strike names within ten (10) working days of the receipt of the FMCS list..
3. The Arbitrator shall have no power or authority to make any decision:
 - a. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement or any written agreements between the parties;
 - b. Concerning the establishing of wage rates not negotiated as part of this Agreement.
4. The costs of the Arbitrator, including the travel expenses shall be paid by the losing party; however, if the losing party cannot be determined, the Arbitrator shall apportion the costs to be paid by the Engineer and the Union, and shall set down this apportionment as part of the decision.
 - a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
 - b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the Arbitrator.
5. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) days from the close of the hearing and the decision shall be final and binding on the Union and its members and the Engineer.
6. If the Arbitrator's decision awards the payment of back wage covering the period of the Bargaining Unit member's separation from the Engineer's payroll, the amount so awarded shall be less any unemployment compensation or earned

wages from whatever source, and shall not include the assumption the Bargaining Unit member would have worked overtime during the period of separation from the Engineer's payroll.

F. General

1. At all steps in the grievance procedure, the union representative shall disclose to the Engineer's representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the Engineer's representative shall do likewise. Any matter not presented prior to the arbitration date will not be presented in arbitration, unless the parties introduce new facts by mutual agreement.
2. Probationary Bargaining Unit members do not have access to the Grievance Procedure.

ARTICLE 24: DISCIPLINE

- A. All disciplinary action shall be for just cause. Disciplinary action may be taken for the violation of the Department's rules and regulations, the Ohio Revised Code or Administrative Code.
- B. Verbal and written reprimands will be removed from employees' personnel files eighteen (18) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.
- C. Suspensions will be removed from an employee's personnel file thirty-six (36) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the thirty-six (36) month period.
- D. In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspension which would have been removed by the procedures of Sections B and C herein.
- E. An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record. The Local Union President shall receive a copy of any suspension and/or discharge notice.
- F. The Employer shall provide to the Union and the employee who has been disciplined by suspension or discharge 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. The Employee may request a hearing before the Engineer to reply to the charges.
- G. Any suspension shall be for a specific number of days, with or without pay, a fine, deduction or forfeiture of accrued vacation days, or other accrued leaves to the employee's credit. Employees charged with a felony will be placed on a leave without

pay pending the outcome of their criminal charges. Employees who become uninsurable with the County's insurance carrier will be terminated.

- H. Any grievance concerning suspension and/or discharge shall be appealed to Step 3 of the grievance procedure.

ARTICLE 25: HOURS OF WORK

- A. Scope.

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that Bargaining Unit members will be compensated for all hours they are required to work.

- B. Normal Work Day.

The normal work day shall be eight (8) consecutive hours of work in a twenty-four (24) hour period. Both the Pike County Engineer and the AFSCME, Local 1408, understand and respect the fundamental concept of eight (8) hours work for eight (8) hour pay.

- C. Normal Work Pattern.

The normal work pattern shall be five (5) days in a calendar week (Sunday being the last day of the week) with two (2) days rest.

- D. Scheduling.

1. Determination of the starting time of the daily and weekly work schedules shall be made by the Engineer.
2. The Engineer shall cause the weekly work schedule to be posted for the Bargaining Unit members viewing.

- E. A fifteen (15) minute rest period for each employee in the bargaining unit shall be permitted during the first four (4) hours of a shift and during the second four (4) hours of the shift. Such rest periods shall be scheduled at management's discretion during the middle hours of the shift and must be taken at the job site.

- F. Employees shall be granted a one-half (1/2) hour unpaid lunch period.

ARTICLE 26: ABSENTEEISM

- A. Whenever a Bargaining Unit member has just cause for reporting late or absenting him/herself from work, he/she shall, whenever practicable, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice.
- B. Any Bargaining Unit member who is absent from work shall give notice to his/her supervisor as far in advance as possible of the date of his/her return to work so the supervisor can rearrange the schedules and assignments for any Bargaining Unit member who has been temporary filling the job.
- C. Should a Bargaining Unit member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.

ARTICLE 27: VACANCIES AND TEMPORARY ASSIGNMENTS

- A. The Pike County Engineer shall determine when a vacancy exists. Whenever the Engineer determines there is a vacancy of a permanent or temporary nature (i.e. temporary is defined as not longer than thirty (30) working days), the Engineer shall cause the vacancy to be posted for bid. All members of the Bargaining Unit shall be afforded the right to bid on any vacancy.
- B. The Engineer shall cause the vacancy to be posted for five (5) working days on the Department bulletin board. All bids must be in by the close of business on the fifth (5th) day; any bid received after the fifth (5th) day shall not be considered or awarded. The successful bidder will be notified within three (3) working days and serve a ninety (90) working day probationary period in the job awarded before it becomes permanent.
- C. Bargaining Unit members who bid on vacancies shall be considered on the following criteria. The criteria are listed in order of importance for selection.
 - 1. Qualifications;
 - 2. Physical ability to perform the essential functions of the position;
 - 3. Seniority.

When C-1, and C-2 are equal, C-3 (Seniority) shall be the governing factor as to who is awarded the vacancy. Any Bargaining Unit member who declines a vacant position after being awarded the bid may not bid on any similar vacancy in that position or positions for one (1) year.

- D. Bargaining Unit members who fail their probationary period in B above will be returned to their prior position.
- E. The Engineer may temporarily assign any Bargaining Unit member to fill any vacancy. Employees who bid temporary vacancies must retain that position until the permanent incumbent returns or the vacancy no longer exists.

- F. Bargaining Unit members who are temporarily assigned in accordance with paragraph E above will be paid the rate of the job assigned unless it is less than their permanent job in which instance the Bargaining Unit member will continue to receive the higher rate.

This paragraph only applies to Bargaining Unit members who are assigned for more than sixteen (16) consecutive working hours and not those Bargaining Unit members who bid a vacancy at a lower rate.

- G. All Bargaining Unit members shall be required to perform any and all temporarily assigned duties of the job to which they are assigned regardless of their usual or customary duties or job assignments.

ARTICLE 28: OVERTIME AND ALLOWED TIME

- A. Purpose.

The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement.

- B. Definition of Terms.

1. The payroll week shall consist of seven (7) consecutive days beginning with Monday at 12:01 a.m. or the nearest starting time thereto.
2. Holidays, as enumerated in Article 33: Holidays consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded as the holiday and applicable holiday premium shall be paid for Friday instead of Saturday.
3. The regular rate of pay, as the term is used in this section C of this Article shall mean the hourly rate which the employee would have received for the work had it been performed during non-overtime hours.
4. The workday for the purposes of this Article is the twenty-four (24) hour period beginning with the time the employee begins work, except that a tardy employee's workday shall begin at the time he reports for work and clocks in on the time clock.
5. Overtime rate means one and one-half (1 ½) times the regular rate of pay.

6. Compensatory time is time taken off regularly scheduled work in place of being paid overtime. The Engineer must approve compensatory time before it can be taken by an employee. Compensatory time is earned the same as overtime.
7. Allowed time means hours paid for but not worked, as provided in this Agreement.

C. Conditions Under Which Overtime Rates Should Be Paid.

1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for the following:
 - a. Hours worked in excess of forty (40) hours in a payroll week;
 1. Overtime will be calculated in accordance with the Fair Labor Standards Act.
 - b. A Bargaining Unit member will receive the greater of hour (4) hours straight time or actual time worked (actual hours times one and one-half (1 1/2)) on a second reporting time the same workday when the Bargaining Unit member has been recalled or required to report to the County after working less than eight (8) hours on his/her first reporting, provided that his/her failure to work eight (8) hours on his first reporting was not caused by any of the following factors:
 1. Strikes, work stoppages in connection with labor disputes involving members of the Bargaining Unit, failure of utilities beyond the control of the Engineer or acts of God interfere with work being provided; or
 2. A Bargaining Unit member refuses to accept an assignment or reassignment within the first two (2) hours; or
 3. The County gives reasonable notice of a change in scheduled reporting time or that a Bargaining Unit member need not report.

D. Nonduplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave will not be figured or used in the computation of overtime.

E. Equalization of Overtime.

1. The Engineer will equalize overtime opportunities at each individual work location. The Engineer will cause a monthly list to be kept and posted of all

overtime worked by an employee. The list will be started anew beginning with January 1 each year.

2. Priority for overtime opportunities will be given to those individuals, who can perform the work needed to be done. In addition, priority for minor overtime opportunities will be given to those individuals who reside in areas where trees need cut, culverts need opened, barricades need installed, etc.

F. Conditions Pertaining to Allowed Time.

1. Bargaining Units member who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available, for two (2) hours at their standard rate of pay. The Engineer may, at his discretion, assign the Bargaining Unit members to work other than their normal duties for this two (2) hour period. Each Bargaining Unit member has the right to refuse said work, but shall forfeit the reporting pay by this refusal.
2. A Bargaining Unit member injured on the job, a Worker's Compensation compensable injury, shall be paid all hours of work for which he/she was scheduled to work that day at his/her standard hourly rate.
3. In the event of strikes or work stoppages in connection with labor disputes involving members of the Bargaining Unit, the provisions of Section F-1 do not apply.

H. Earned Personal Leave.

Bargaining Unit members who work for four (4) months without using any sick leave, except under Article 30, paragraph A, will earn one (1) personal day off with pay (eight (8) hours). Personal days must be taken within three hundred sixty-five (365) calendar days after being credited or the Bargaining Unit member will lose the day credited. A Bargaining Unit member must notify the Engineer or Superintendent for approval to apply to take a personal leave day one (1) day in advance or twelve (12) hours in advance in the case of an emergency.

I. Necessary Overtime.

1. All Bargaining Unit member are required to work overtime to accomplish the Pike County Engineering Department's mission and task as directed by the Ohio Revised Code.
2. No Bargaining Unit member will be required to work more than sixteen (16) hours continuously, unless:
 - a. An emergency situation or natural disaster exists; and/or

- b. The work will be completed within a short time beyond the sixteen (16) hour period.
 - c. In the event an employee is called out before midnight to work, and his workday extends into the following regular shift, the employee, upon request, will be granted the use of vacation or comp time for that shift or part of the shift to be taken off by the employee.
3. All Bargaining Unit member of the Pike County Engineering Department are required to furnish and have a telephone number on file with the Department so the Bargaining Unit member can be called out for emergencies such as downed trees, snow, ice, floods, etc.

ARTICLE 29: COMPENSATORY TIME

- A. A Bargaining Unit member may elect to accrue compensatory time off in lieu of cash payment for overtime worked. Compensatory time shall accrue at the current rate of overtime that was worked. A Bargaining Unit member who elects to earn compensatory time in lieu of cash payments must abide by that calculation for the thirty (30) day period, or two (2) pay periods following such choice.
- B. Bargaining Unit members are limited to accruing no more than two hundred forty (240) hours of compensatory time. Bargaining Unit members who accrue two hundred forty (240) hours of compensatory time no longer have the option of earning compensatory time but will be paid at the overtime rate for hours worked overtime.
- C. Bargaining Unit members who terminate their employment with the Pike County Engineering Department will be paid for accrued compensatory time at the rate of one (1) hour's pay for each one (1) hour of compensatory time.
- D. A request for use of compensatory time must be made to the Engineer or his designated representative twenty-four (24) hours in advance or before the end of the prior shift and the Engineer or his designated representative must approve compensatory time off before it can be taken by a Bargaining Unit member.

ARTICLE 30: FUNERAL LEAVE

- A. Bargaining Unit members shall be entitled to a maximum of three (3) working days funeral leave with two (2) days charged to their accumulated leave balance, one day paid funeral leave not charged to any leave balance which must be the day of the funeral which the employee attends, for a death in the immediate family. Immediate family is defined as only:

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|------------------------------|----------------------|
| 1. Spouse; | 9. Father-in-law; |
| 2. Parent or legal guardian; | 10. Son-in-law; |
| 3. Child or foster child; | 11. Daughter-in-law; |

- | | |
|-------------------|-----------------------------|
| 4. Brother; | 12. Brother-in-law; |
| 5. Sister; | 13. Sister-in-law; |
| 6. Grandparents; | 14. Legal guardian or other |
| 7. Grandchild; | person who stands in the |
| 8. Mother-in-law; | place of a parent. |

B. Leave due to the death of other family members may be granted with the approval of the Engineer if the Bargaining Unit member submits, in writing, the special circumstances. Once such leave is approved by the Engineer, it will be charged to sick time, taken without pay, or taken in accordance with the procedures for any other approved leave provided for in this Agreement.

ARTICLE 31: EARNED SICK LEAVE

A. All permanent Bargaining Unit members will earn 4.6 hours sick leave for each eighty (80) hours in pay status.

B. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one (1) hour of sick leave for every one (1) hour used. The sick leave payment shall not exceed the normal scheduled workday or work week earnings.

C. To justify the use of sick leave, a Bargaining Unit member is required to complete and sign a leave request form. Bargaining Unit members absent on sick leave for a period of three (3) or more consecutive working days may be requested to provide a physician's statement verifying the nature of the illness. Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal.

D. A Bargaining Unit member may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as:

- | | |
|------------------------------|-----------------------------|
| 1. Spouse; | 9. Father-in-law; |
| 2. Parent or legal guardian; | 10. Son-in-law; |
| 3. Child or foster child; | 11. Daughter-in-law; |
| 4. Brother; | 12. Brother-in-law; |
| 5. Sister; | 13. Sister-in-law; |
| 6. Grandparents; | 14. Legal guardian or other |
| 7. Grandchild; | person who stands in the |
| 8. Mother-in-law; | place of a parent. |

E. For a Bargaining Unit member to utilize paid sick leave for the care of family members other than those listed above, approval must be received from the Bargaining Unit member's supervisor or the Superintendent.

F. A Bargaining Unit member who transfers from one County office to another, or who transfers from other public employment in Ohio to Pike County employment without

interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The Bargaining Unit member is responsible for obtaining certification of his/her previously accumulated sick leave for Pike County records.

- G. A Bargaining Unit member who has been separated from Pike County employment but who is re-employed by the County shall be credited with his/her previously accumulated sick leave, provided the re-employment occurs within ten (10) years of the date of the Bargaining Unit member's last separation from Pike County employment.
- H. Sick leave must be used for an on-the-job injury; however, sick leave pay and Worker's Compensation cannot be received at the same time. If an employee repays the County with the Workers' Compensation money received, the County will re-credit sick time on a dollar for dollar basis.

ARTICLE 32: EARNED VACATION LEAVE

- A. All vacation time must be approved by the Bargaining Unit member's supervisor and reported to the Engineer in advance of a Bargaining Unit member taking paid vacation leave.
- B. Vacation time is applicable only to full-time Bargaining Unit members of Pike County and is earned in accordance with paragraph C below.
- C. All permanent Bargaining Unit members will receive the following amounts of paid leave based upon the length of continuous service with the Pike County Engineer. A Bargaining Unit member's anniversary date will determine when his vacation calculation rate changes.

Bargaining Unit employees hired prior to November 29, 1999, shall have all prior service with the State or political subdivisions of the State considered as continuous service for the computation of vacation leave credit. Employees of the Pike County Engineer Department hired after November 29, 1999, shall only have time with the Pike County Engineer Department considered for computation of vacation leave credit.

- 1. LESS THAN ONE (1) FULL YEAR OF SERVICE - No vacation. (A new full-time employee is credited with eighty (80) hours of vacation after completion of one (1) year of service.)
- 2. ONE (1) FULL YEAR OF SERVICE - (26 bi-weekly pay periods) - Two (2) weeks (ten (10) working days or eighty (80) hours) accumulated at the rate of 3.1 hours of earned vacation leave for each eighty (80) hour of pay status or bi-weekly pay period.
- 3. EIGHT (8) FULL YEARS OF SERVICE - Three (3) weeks (fifteen (15) working days or one hundred and twenty (120) hours) accumulated at the rate of 4.6 hours of

earned vacation leave for each eighty (80) hours of pay status or bi-weekly pay period.

4. FIFTEEN (15) FULL YEARS OF SERVICE - Four (4) weeks (twenty (20) working days or one hundred sixty (160) hours) accumulated at the rate of 6.2 hours of earned vacation leave for each eighty (80) hours of pay status or bi-weekly pay period.
 5. TWENTY (20) FULL YEARS OF SERVICE - Five (5) weeks (twenty-five (25) working days or two hundred (200) hours) accumulated at the rate of 7.7 hours of earned vacation leave for each eighty (80) hours of pay status or bi-weekly pay period.
- D. The rate of vacation credit earned for hours worked for each employee who has attained his eighth, fifteenth, or twenty-fifth anniversary shall be determined by taking the number of hours worked between the Bargaining Unit member's anniversary dates (7th, and 8th, 14th and 25th) and multiplying that number by the difference between the rates at which vacation leave is earned on these two anniversary dates in order to calculate the additional credit of vacation leave hours. Such amount will then be credited to the Bargaining Unit member's earned vacation leave. A Bargaining Unit member who terminates employment between these anniversary dates will not be entitled to additional earned vacation hours credit. In such case, his/her vacation shall have been earned at the appropriate rates for his/her seventh, fourteenth or twenty-fourth years with no additional credit.
- E. Any time a Bargaining Unit member does not receive a full paycheck (eighty (80) hours) his/her vacation earned for that period will be adjusted based upon the number of hours worked in that pay period. Vacation may be used as it is earned after the first year of continuous service if the Bargaining Unit member obtains the appropriate permission of his/her supervisor or the Engineer. Part-time Bargaining Unit members do not earn vacation while employed on part-time status.
- F. Vacation may not be accrued for a period longer than three (3) years. When terminating employment, any accrued vacation will be paid in a separate check.
- G. A Bargaining Unit member who transfers from one agency to another under the Division of State Personnel will be paid for any unused vacation by the releasing agency.
- H. A Bargaining Unit member whose scheduled vacation falls within a week contained a paid holiday will not have the holiday charged against vacation time.
- I. Scheduling of Vacations.
1. Promptly after December 1 of each calendar year each eligible Bargaining Unit member shall be requested to specify the vacation period he/she desires for the next calendar year. Vacations, so far as practical, will be granted at times most desired by Bargaining Unit members (the longer service Bargaining Unit members being given preference); but the final right to set the number of employees for

vacation periods and to change such numbers is exclusively reserved to the Pike County Engineer in order to ensure the orderly operation of the Engineering Department, provided that vacations shall be scheduled between January 1 and December 31 of each calendar year. It is understood that the week containing January 1 shall be considered the first week of the new calendar year.

- a. Bargaining unit members will not be required to schedule any 40 hour increment vacations unless it is evident that the three (3) year vacation limitation per Article 32, F will be exceeded during any calendar year. Vacations must be scheduled to keep accrued vacation less than the three (3) year maximum.
 - b. 40 hour vacation periods may be added, deleted, or changed by bargaining unit members as long as the revisions do not impact the operation of the Pike County Highway Department, and with the understanding that per Article 32, I, 1. "the final right to set the number of employees for vacation periods and to change such number is exclusively reserved to the Pike County Engineer."
2. Bargaining Unit members will schedule vacation in 40-hour increments, but may schedule vacation one (1) day at a time, provided the permission of the Superintendent is given and the request is made at least twelve (12) hours in advance of the day requested.
 3. Bargaining Unit employees cannot take vacation in less than eight (8) hour increments.
 4. A Bargaining Unit member absent from work during the scheduling period because of layoff, disability leave or leave of absence, will be requested to specify the period he/she desires.
 5. All vacations will commence on Monday, unless Monday is a holiday, then the vacation starts on Tuesday, unless the vacation is taken under the provisions of Section I-2.

ARTICLE 33: HOLIDAYS

A. Holidays

1. The following days are agreed as paid holidays:

New Year's Day
Martin Luther King Day
President's Day (Washington-Lincoln Day)
Decoration/Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
½ Day Christmas Eve
Christmas Day

When any of the above named holidays falls on Sunday, the following Monday will be observed as the holiday for the application of this Article of this Agreement. When any of the above named holidays falls on Saturday, the preceding Friday shall be observed as the holiday for the application of this Article of this Agreement. The holiday shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m., or the nearest starting time thereto on the holiday.

B. Eligibility and Method of Payment.

1. A Bargaining Unit member required to work on one of the above enumerated holidays shall be paid one and one-half (1- ½) times his/her regular rate of pay plus his/her normal eight (8) hours holiday pay, any overtime work past the employee's original eight (8) hours shall be paid at one and one-half (1-½) times the employee's normal rate of pay for all hours that fall within the twenty-four (24) hour period of the holiday as defined in Article 28, entitled Overtime and Allowed Time, section B-2.
2. A Bargaining Unit member will be paid his/her regular hourly rate of pay times eight (8) when not scheduled to work on one of the above enumerated holidays, provided he/she has worked all of his/her scheduled hours on the last day before and the first day after the holiday or has been on approved paid leave.
3. In addition to those Bargaining Unit members eligible in accordance with Section B-3, the following employees shall be paid for the holiday:
 - a. A Bargaining Unit member who is unable to work his/her full scheduled hours on the last scheduled day before a holiday or his/her scheduled hours on the first scheduled day after a holiday because of a compensable injury (Workers' Compensation injury) sustained by the employee;
 - b. A Bargaining Unit member who is on vacation when the holiday occurs;
 - c. A Bargaining Unit member who is on approved paid sick leave.
4. A Bargaining Unit member who is scheduled to work on a holiday and who does not report for work shall not receive any pay for that holiday.

- C. The Pike County Engineer shall avoid, so far as possible, the scheduling of work on these holidays. Employees shall be given at least a forty-eight (48) hour prior notice for work scheduled on a holiday.

ARTICLE 34: TRAVEL COMPENSATION

- A. The Engineer will reimburse Bargaining Unit members in the Bargaining Unit who must use their own vehicles for official County business at the current IRS rate.
- B. The Engineer will reimburse employees in the Bargaining Unit members for meals when they are required to travel out of the County at the following rates:

Breakfast	--	\$10.00 per day
Lunch	--	\$10.00 per day
Dinner	--	\$15.00 per day

The maximum allowable reimbursement per day for meals is thirty-five dollars (\$35.00) with receipts.

ARTICLE 35: SNOW AND EMERGENCIES

- A. All Bargaining Unit members working on snow removal and emergencies shall be paid during their lunch hour if the shift entails eight (8) hours work and is outside the normal scheduled working hours.
- B. None of the provisions of this Article apply to any overtime work performed that does not involve emergency situations as determined by the Engineer.
- C. All Bargaining Unit members are required to report to work on a level II or III declared snow emergency.

ARTICLE 36: PERSONAL PROPERTY

- A. Bargaining Unit members shall receive reimbursement from the Employer for the cost of any personal property (i.e., eye glasses or dentures), not covered by another insurance plan that is destroyed or damaged in the line of duty; however, a witnessed report must be filed immediately with the Bargaining Unit member's supervisor or the Engineer for the Bargaining Unit member to be eligible to apply for this reimbursement. Reimbursements are limited to one (1) per Bargaining Unit member per contract, unless unusual or mitigating circumstances are involved. Reimbursement for all occurrences shall not exceed one hundred fifty dollars (\$150.00) per contract duration.

ARTICLE 37: SICK LEAVE CONVERSION UPON TERMINATION

- A. Bargaining Unit members who have attained ten (10) years service with the Pike County Engineering Department (as computed under Article 11: Seniority) may convert one-fourth (1/4) of up to two hundred forty (240) days of accumulated sick leave upon termination of employment or retirement from the Pike County Engineering Department.
- B. Bargaining Unit members of the Pike County Engineering Department who have taken a cash pay out from any other public agency in Pike County involving sick leave conversion (unless such conversion was caused by Bargaining Unit member disability) shall have said number of days deducted from the sixty (60) days maximum payment they could be entitled to from the Pike County Engineering Department. This does not apply to Bargaining Unit members from another public agency in Pike County whose sick leave conversion was taken because of physical or mental disability.
- C. Bargaining Unit members who sever with less than ten (10) years of service with the Pike County Engineering Department are not entitled to sick leave conversion under this Article.
- D. In case of the death of an employee of the Pike County Engineering Department, accrued but unused sick leave shall be paid to said Bargaining Unit member's estate or designated beneficiary in accordance with "A" and "B" above.

ARTICLE 38: HOSPITALIZATION

A. The Pike County Engineer will provide a group hospitalization, surgical and major medical insurance coverage plan or HMO at the benefit levels in Pike County group coverage hospitalization insurance plan for members of the Bargaining Unit for the duration of this Agreement according to the schedule below. The Pike County Board of Commissioners will be the sole arbiter of the Pike County Health Insurance package and carrier.

- 1. The Engineer agrees to pay up to the following amounts for the year and type of plan as listed below

The employee will pay the balance of the health insurance premium for the plan that they choose.

Effective with Contract signing date the following rates will be as follows:

Effective 10/1/15	
HEALTH INSURANCE	COUNTY SHARE
Single	\$745.55
Employee/Children	\$1334.53
Employee/Spouse	\$1506.02
Family	\$2080.09

The County will pay for a \$15,000 Life Insurance plan for each bargaining unit member age 64 and younger. Employees age 65 and older may have the amount reduced under \$15,000 due to the life insurance companies' guidelines and underwriting requirements.

- B. The County shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's conventional insurance plan immediately prior to the signing of this Agreement. The County reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The County will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. During the term of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees to additionally grant those changes to bargaining unit members covered by this Agreement. The Pike County Engineer will pay the same amount in premiums that the County Commissioners pay on behalf of the General Fund employees by the Pike County Commissioners.
- C. The parties agree to study and institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the current coverage which may include but not be limited to:
1. mandatory second opinions for elective surgery;
 2. pre-admission and continuing admission review;
 3. scheduling of admissions except in emergency situations; and
 4. outpatient elective surgery for certain designated surgical procedures.
- D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, bargaining unit member or beneficiary of any bargaining unit member.

- E. The Pike County Engineer will provide the members of the Bargaining Unit a dental and vision plan with the Engineer paying eighty percent (80%) and the Employee twenty percent (20%) of the premiums of the plan chosen.
- F. Insurance Incentive Programs
1. Bargaining unit members who will be eligible for this program will be members who are enrolled in the County's insurance program as of December 1, 2005, and continue to be eligible for medical insurance.
 2. Each eligible member must notify the Pike County Engineer in writing of his/her intent to opt-out of the insurance program, and provide proof of insurance coverage under an insurance plan other than the County insurance plan.
 3. Each member opting out of the program must remain out of the program for twelve (12) consecutive months immediately following notice to opt-out, and must be actively employed by the Pike County Engineer during this time period to be eligible for reimbursement.
 4. Persons who are eligible for this program and who are enrolled in the Family coverage, Employee Children coverage, or Employee Spouse Coverage who choose to opt-out shall be reimbursed \$2,400.00 annually.
 5. Persons who are eligible for this program and who are enrolled in single coverage who choose to opt-out shall be reimbursed \$1,200.00 annually.
 6. Participants in the program will be reimbursed only under 4 or 5 above. The reimbursement amount will be based upon the employee's insurance plan in effect at the time notice of intent opt-out is provided to the Pike County Engineer.
 7. Each eligible member opting-out of the Board of Commissioners approved insurance program shall be reimbursed the second pay in the thirteen month after the election to opt-out.
 8. Any bargaining unit member participating in the County's Section 125 plan must receive approval of the Section 125 Plan Administrator prior to opting out of the County's insurance plan.
- G. Any bargaining unit members of the Pike County Engineer's Office/Department who doesn't have coverage under the County's health insurance policy for hospitalization benefits shall have the ability to become insured if a qualifying event occurs. Qualifying events will be defined as a spouse losing their employment, divorce, death of a spouse, or requirement by a court of competent jurisdiction to provide health insurance for dependent children.

Any other event which results in the loss of coverage will be governed by the enrollment policies of the carrier for the County's health insurance policies

ARTICLE 39 LAYOFF AND RECALL

In the event of a reduction of the work force, for those reasons enumerated in ORC 124.321, by reasons of lack of funds or lack of work it becomes necessary to reduce the workforce, the following procedure shall govern such layoff and/or subsequent reinstatement:

- A. Notice of Reduction. The employer will notify the Union and all affected bargaining unit employees at least fourteen (14) 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.

- B. Reduction. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:
 - 1. All of the Employer's seasonal, 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 made in the inverse order of seniority of the remaining employees in the classification of layoff.

- C. 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 an employee with less bargaining unit seniority for any position which the bumping employee is qualified to perform the work.

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct lay off rather than exercise his bumping rights. Such election shall be made at the time 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.

- C. 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 seniority (most 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 employees have exhausted their recall rights. Employees shall retain recall rights for a period of two (2) years from their effective date of displacement.

- D. Retention. Employees who exercise bumping rights shall be paid in accordance with the contractual rate of pay for the position for which they bumped.
- E. 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 fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.
- F. Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled, on their last day of employment, to all wages and other severance pay provided by this Agreement, which are due to such employees, when available through the Pike County Auditor's Office.
- G. Union Officials. The Union President shall be given super seniority only for the purpose of lay-off in that the employee occupying this specified office will have the highest seniority when lay-offs are made.

ARTICLE 40: SAVINGS CLAUSE

- A. Should a court of recognized jurisdiction (local, common Pleas, State or Federal) determines that a provision of this Agreement is illegal, that such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Engineer or his/her designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful section or clause.

ARTICLE 41: COMMERCIAL DRIVERS LICENSES (CDL)

- A. Bargaining Unit members whose positions require a valid State of Ohio Commercial Drivers License are required to possess such license with proper and necessary endorsements. Crew leader, Mechanic I & Mechanic II's, and Operator II's, unless holding the position now, will require a Class A Commercial Drivers License.
- B. The Employer will endeavor to make available voluntary training to assist those individuals whose positions require such license. Such training will be designated to provide them with information to assist them in preparing for the necessary test(s).
- C. The Employer will endeavor to arrange such training at a County work site during regular working hours.

- D. The Employer will arrange for such Bargaining Unit members to be able to obtain the necessary physical examination for said license through the County Health Department or private physician at no cost to the Bargaining Unit member.
- E. The Employer will pay the cost of the initial CDL for all current Bargaining Unit members whose positions require said CDL after the effective date of this Agreement. The Employer will also pay the cost of all Bargaining Unit members' CDL who obtain said CDL with the understanding that the Bargaining Unit member will be required to step up to go into a position requiring a CDL when necessary. The County will pay the renewal cost of a CDL.
- F. Bargaining Unit members who do not possess the required CDL with endorsements will not be permitted to operate the County's equipment that require endorsements.
- G. A bargaining unit member who loses his commercial drivers license or insurability will be removed from the position of driving and placed in the Laborer I position for one hundred-twenty (120) calendar days to resolve the problem either with the courts or the County's insurers. After the 120 calendar days failure to possess the CDL license with the ability to drive for the County or to be insurable under the County's insurance policy will result in termination.

ARTICLE 42: ALCOHOL AND DRUG TESTING

A. Introduction.

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have alcohol and drug problems. However, action taken against a Bargaining Unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination is possible. The following procedures apply to all bargaining unit members including those whose work assignment requires a Commercial Drivers License.

B. Authority of Testing.

Only the Engineer or Superintendent or his designee acting in his absence may order a drug test.

C. When the Management has reasonable suspicion to believe that:

- 1. An employee is being affected by the use of alcohol; or
- 2. Has abused prescribed drugs; or
- 3. Has used illegal drugs.

The Management shall have the right to require the employees to submit to alcohol or drug testing as set forth in this Agreement. The Management may also require the employees to randomly submit to alcohol or drug testing.

D. Testing Procedure.

Detailed testing procedures shall be developed by the Engineer to:

1. Positively identify Bargaining Unit member prior to testing;
2. Provide for Bargaining Unit member privacy and security of samples;
3. Establish if a Bargaining Unit member is taking any drug legitimately under medical supervision; and
4. Develop a two-step test. A urine sample shall be drawn. Any specimen testing positive in the urinalysis shall be subject to confirmation. No notification shall be given of initial positive tests until the confirmation test has been completed and is positive. At the time the sample is drawn, a second set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

E. Testing Agent

The Laboratory selected to conduct the analysis will be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

F. Bargaining Unit members will be given one (1) opportunity for rehabilitative programs. A Bargaining Unit member can nullify his rights by failing to participate in such programs. No Bargaining Unit member shall be discharged who abuses alcohol or drugs without the opportunity to participate in rehabilitation. The employee will be responsible for the cost of rehabilitation`.

1. Bargaining Unit members entered into rehabilitation programs shall be permitted to use any sick leave, compensatory time or vacation leave to their credit.
2. Any Bargaining Unit member who has exhausted his sick and vacation leave shall be granted unpaid leave to participate in rehabilitation programs.

G. All tests on Bargaining Unit members will be administered to assure privacy and confidentiality.

H. All members whose work assignments required a Commercial Drivers License shall be covered by the testing requirements of the Department of Transportation as continued in CFR Part 40.

ARTICLE 43: WORK RULES

- A. It is agreed and understood that the Employer shall have the right to revise and/or initiate reasonable work rules with respect to the conduct of its employees. It is further agreed that any work rule believed to be in violation of a provision of this contract may be grieved by the Union.
- B. The Employer agrees that new work rules formulated after the effective date of the Agreement shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before the implementation.
- C. Work rules shall be applied uniformly to all bargaining unit employees.

ARTICLE 44: WAGE SCALE

The parties agreed that the wage rates would be increased thirty (\$0.30) per hour effective October 1, 2015, April 1, 2016, April 1, 2017 when both sides approve the Agreement. The rates are listed below.

Classification	Current Rate April 1, 2014	Effective October 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Road Foremen	\$20.72	\$21.02	\$21.32	\$21.62
Crew Leader	\$19.89	\$20.19	\$20.49	\$20.79
Mechanic II	\$19.69	\$19.99	\$20.29	\$20.59
Mechanic I	\$19.63	\$19.93	\$20.23	\$20.53
Welder	\$19.43	\$19.73	\$20.03	\$20.33
Operator II	\$19.43	\$19.73	\$20.03	\$20.33
Operator I	\$19.22	\$19.52	\$19.82	\$20.12
Carpenter	\$19.22	\$19.52	\$19.82	\$20.12
Laborer II	\$13.77	\$14.07	\$14.37	\$14.67
Laborer I	\$11.82	\$12.12	\$12.42	\$12.72
Janitor	\$10.47	\$10.77	\$11.07	\$11.37

Employees hired into the bargaining unit after November 1, 2005 will at the Engineer's discretion start at 70% of the rate listed above the job or position for which they are employed

until they have completed their probationary period. After completion of the probationary period, the employee will receive 80% of the rate until they have completed two (2) years of service with the Pike County Engineering Department. After two (2) years the employees will move to 90% of the rate for their position, and at the end of four (4) years will be at the full rate. Present employees in this pay plan will continue.

The Agreement will run for thirty-six (36) months from April 1, 2015 to March 31, 2018.

A \$300.00 bonus paid on first pay in October once both sides have signed the Agreement.

A \$300.00 bonus will also be paid on the first pay in November 2016 and November 2017.

ARTICLE 45: CONTRACT REPRODUCTION

This contract shall be completed with at least eight (8) original documents for signature, with the Union receiving four (4) signed originals and the Employer receiving at least four (4) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

ARTICLE 46: RELEASE TIME FOR CIVIC DUTY FOR VOLUNTEER FIREFIGHTERS AND EMERGENCY MEDICAL SERVICES PROVIDERS

- A. The Pike County Engineer will allow members of the bargaining unit who are Volunteer Firefighters or providers of Emergency Services to be late for the start of their workday under the following circumstances.
 - 1. The bargaining unit member must notify the Engineer of the employee's status as a volunteer with a written notice from the Chief of the Volunteer Fire Department or Medical Director of Emergency Medical Services that the bargaining unit member is a certified volunteer within thirty (30) days of the approval of the contract.
 - 2. The bargaining unit member will notify the Engineer as soon as possible of their being late and when they expect to arrive at work, and will provide within three (3) days of the emergency incident a statement of need from the Fire Chief or Director of Medical Services, each time the employee is late for work while volunteering.
 - 3. The Fire Chief or Medical Director of Emergency Services will notify the Engineer whenever the employee's status as a volunteer is terminated.
- B. The Engineer will allow the bargaining unit member to use compensatory time or accrued vacation to cover the absence from the start of the work day.
 - 1. Bargaining unit members will not be permitted to leave work once their shift has started to volunteer.

2. Bargaining unit members who fail to comply with A above will be placed in non-pay status and could be subject to discipline.

ARTICLE 47: TERMINATION

- A. This Agreement constitutes the entire contract between the Engineer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Engineer and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.
- B. This Agreement shall be in full force and effect from April 1, 2015 to midnight, March 31, 2018 and thereafter from year to year, unless either party services notice of the intent to terminate or modify this Agreement at least sixty (60) days prior to March 31, 2018 or any successive 3/31, thereafter.

ARTICLE 48: EXECUTION OF AGREEMENT

The undersigned, being the duly authorized representatives of the Pike County Engineer, and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), and Local 1408, AFSCME, AFL-CIO, do hereby set forth their signature to evidence their agreement to and acceptance of the terms and provisions of this Agreement, being effective as set forth in the Duration Article. This Agreement being effective and binding upon execution of all necessary signatures.

Signed this 28 day of Oct, 2015.

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1408

X Gary W. Arnold
Gary Arnold, Representative

X John Irwin
John Irwin, President

X Charles A. Jones

X [Signature]

APPROVED AS TO CONTENT:

X Robert W. Cross
Robert W. Cross, Consultant

APPROVED AS TO FORM:

X Daniel P. Ruggiero
Daniel P. Ruggiero, Attorney

FOR THE PIKE COUNTY ENGINEER:

[Signature]
Denny Salisbury, Engineer

FOR THE PIKE COUNTY COMMISSIONERS:

[Signature]
Harry Rider, Commissioner

[Signature]
Blaine Beekman, Commissioner

[Signature]
J. Fred Foster, Commissioner