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AGREEMENT

Between

BUTLER COUNTY ENGINEER

and

Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/ Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100

July 1, 2015 to June 30, 2018

SERB Case No. 2012-MED-05-0564

STATE EMPLOYMENT RELATIONS BOARD
2016 JAN 27 A 10 55

Approved by the Butler County Board of Commissioners

Donald L. Dixon, President
Cindy Carpenter, Vice President
T.C. Rogers, Commissioner

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AGREEMENT

Agreement made and entered into November ___, 2015, by and between **the Butler County Engineer** (hereinafter called the "engineer" or "employer" or "management") and **Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100**, (hereinafter referred to as "union" or "teamsters") acting herein on behalf of the employees of the employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "employees."

ARTICLE 1
RECOGNITION — THE COLLECTIVE BARGAINING UNIT

Section 1.1. The Butler County Engineer recognizes Truck Drivers, Chauffeurs and Helpers Local Union No. 100 ("Teamsters Local 100") as the sole and exclusive collective bargaining representative of two bargaining unit consisting of the following classifications:

First Unit

Included: All Highway Services Workers, Fleet Mechanics, and Heavy Equipment Operators.

Excluded: All supervisors, confidential employees, management-level employees, students, seasonal or casual employees, as defined by the Public Employees Collective Bargaining Act; all other employees excluded from the Act, and all other employees.

Second Unit

Included: All Clerk-Maintenance, Part-Time Facilities Worker, and Receptionist.

Excluded: All supervisors, confidential employees, management-level employees, students, seasonal or casual employees, as defined by the Public Employees Collective Bargaining Act; the CAD Technicians and Clerks assigned to the Tax Plat Office at the Butler County Administrative Center; all other employees excluded from the Act, and all other employees.

This Section shall not be construed to include within the bargaining unit any employee excluded from the definition of "public employee" by the Ohio Public Employees Collective Bargaining Act, Ohio Revised Code Chapter 4117.

Section 1.2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1 of this Article.

Section 1.3. The parties agree to jointly petition the State Employment Relations Board to amend the certification of the bargaining units to conform to the definitions set forth in Section 1 of this Article.

ARTICLE 2
DUES DEDUCTION

Section 2.1. Upon presentation by the Union of a written deduction authorization signed by the Employee, the Employer will cause the deduction on a biweekly basis of the periodic dues, initiation fees, and assessments owed by the Employee to the Union and promptly forward the same accompanied by an alphabetical list of names and addresses of all Employees for whom such payments are made to the Union at the address that the Union provides to the Employer. Once the authorization is presented to the Employer, such authorization shall continue in effect from year to year unless revoked or changed in writing.

Section 2.2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 2.3. The Employer shall not be obliged to make dues deductions of any kind from the wages of any Employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the aggregate of the dues, initiation fees, or assessment deductions.

Section 2.4. This deduction of dues payments to the Union may only be revoked by the Employee during any thirty (30) to forty-five (45) day period prior to the expiration of the collective bargaining agreement with the Employer by the Employee giving written notice to the Union and the Employer with proof of service. The dues deduction shall continue after revocation of membership and shall not terminate until thirty (30) days after receipt of said timely notice by the Union or termination of any current collective bargaining agreement, whichever is later.

Section 2.5. The Engineer will notify the designated chief steward of all new hires within the bargaining units within ten (10) days after the Employee commences work, and shall furnish to the Union the Employee's name, mailing address at work, and position for which the Employee was hired.

ARTICLE 3
UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section 3.1. A business representative of the Union, not employed by the Engineer's Office, may have access to the Employer's premises for the purpose of conferring with Management, Stewards, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired and the business representative has notified the Deputy Engineer for the Section prior to entering the facility.

Section 3.2. The Employer shall provide two (2) bulletin boards, at locations agreed to by the parties. These bulletin boards shall be used for the purpose of posting proper Union notices. The Employer may remove any notice posted which attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office; provided that nothing in this Section shall bar the Union from posting notices of Union appointments, nominations, elections, or election results.

Section 3.3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms. The County Engineer shall recognize up to three (3) Employees to act as Stewards. Of the three (3) Stewards, two (2) shall be Alternate Stewards and one (1) shall be the Chief Steward.

Section 3.4. The Union agrees to provide the Employer with:

A. The name, address, and telephone number of the professional staff member who will act as representative for the Union; and

B. The names, addresses, and positions held of each steward.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

Section 3.5. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Engineer or a designee. The Union further agrees not to conduct Union business, including investigation and processing of grievances, during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Engineer or his designee.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The Union employee official or steward shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor.

Section 3.6. Committee members and stewards whose attendance is reasonably required at meetings with management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift. Management retains the right to propose meeting times outside normal working hours.

Section 3.7. The Union negotiating committee shall consist of not more than three (3) Employees.

Section 3.8. When an Employee is entitled to representation under this Agreement or by law, the Employee may be represented by Union but is entitled to no other representation, notwithstanding Section 9.84 of the Revised Code or any other provision of Ohio law.

ARTICLE 4
NO DISCRIMINATION

Section 4.1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner which would violate applicable law on account of race, color, religion, creed, national origin, sex, age, military status, genetic information, or disability. The Union and the Employer shall share equally the responsibility for implementing this Article of the Agreement.

Section 4.2. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

Section 4.3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by any Employee. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or nonmembership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as a steward, representative, or in another capacity on behalf of the Union, provided that such activity does not otherwise violate this Agreement or applicable law.

Section 4.4. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate known disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a person with a disability as provided by law, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee to a vacant position, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

ARTICLE 5
PROBATIONARY EMPLOYEES

Section 5.1. Newly hired Employees shall be considered probationary for a period not to exceed one hundred twenty (120) calendar days. Newly hired Employees shall receive a copy of the collective bargaining agreement and the BCEO Policy Manual. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work.

Section 5.2. During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 5.3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred twenty (120) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee to the classification and rate of pay from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration procedure of this Agreement. The Employee may voluntarily demote to the position from which he or she was promoted during the probationary

period, provided that after the first thirty (30) calendar days following the promotion, the Employee has no right to voluntary demotion under this Section if the position from which the Employee had been promoted is no longer vacant. The pay rate to which such an Employee returns shall include any pay step that the Employee would have received if he or she had not been promoted. An Employee who is promoted from within the bargaining unit to a position outside of the bargaining unit and who fails to complete probation successfully shall have the right to return to his or her prior position and rate of pay, as provided in this Section.

Section 5.4. If any Employee serving an initial or promotional probationary period is on leave, whether paid or unpaid, at any time during the probationary period, the Employer may, in its discretion, extend the probationary period by the number of days of leave used. In addition, upon notice to the Employee and the Union, the Employer may extend any initial probationary period for a period not to exceed an additional ninety (90) days in order to offer an Employee additional time to establish his or her ability to perform successfully. Promotional probationary periods may not be extended under this Section.

ARTICLE 6
JOB POSTING

Section 6.1. When a vacancy occurs, the Employer shall post for ten (10) calendar days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the rate of pay, the location and person to whom applications must be made, the date of posting, and the final date on which applications will be accepted. The Employer shall provide a copy of this posting to the Union business agent and Chief Steward. If the Employer has not announced a decision within fifteen (15) calendar days after the end of the posting in question, either the Employee-applicants or the Union may request an update on the selection process by speaking with or writing to the Administrative Deputy.

Section 6.2. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period. The Employer shall design a written form for this purpose and provide a copy thereof to the Union business agent and Chief Steward.

Section 6.3. The Employer will decide, in its sole discretion, when a vacancy exists. The bidding procedure as described herein shall only apply to bargaining unit vacancies. When a position is posted for promotion, an Employee already within that classification may submit a written request to the Employer to be reassigned to the position. The Employer's decision whether to grant the request for reassignment before filling a vacancy through promotion lies within its sole discretion, and is not subject to the grievance and arbitration procedure.

Section 6.4. The applications timely filed will be reviewed by the Employer. The Employer shall make the selection for bargaining unit positions on the basis of skill, experience, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, performance, and ability to perform the work of two (2) or more applicants are equal, seniority shall govern, subject to the grievance and arbitration provisions of Section 6 of this Article. The Employer shall post a notice of the person selected after the position has been filled. The Employer will notify in writing all Employee-applicants who were not selected for a position of the decision to fill the position with another candidate, and this

notice shall contain a statement that the Employee is welcome to discuss with the management officials who made the decision the basis for the decision and what steps, if any, the Employee might take in order to improve chances for selection or promotion for future positions. Upon the Employee's request, a representative of the Union may participate in the meeting. The parties may agree to extend the period for filing any grievance or appeal thereof until after such a meeting is held.

Section 6.5. The Employer shall determine whether those applicants who are currently employed are able to perform the work satisfactorily, pursuant to the criteria of Section 4, before considering outside applications. An Employee who is not selected for a position shall be so notified prior to consideration of outside applicants, and shall be provided a statement of the reasons for the nonselection. The Employer may consider outside applicants for positions for which no currently employed applicant is able to perform the work satisfactorily pursuant to the criteria of Section 4.

Section 6.6. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show that the Employer's decision was for arbitrary or capricious reasons.

Section 6.7. Due to the nature of a position and in order to prevent interruption of service, the County shall have the right to fill a vacant position and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position, subject to the provisions of Article 27 of this Agreement governing temporary reassignments.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility:

A. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, including wages, utilization of technology, subcontracting, and organizational structure;

B. to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

C. to maintain and improve the efficiency and effectiveness of the Employer's operations;

D. to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. to determine the size, composition, and adequacy of the workforce, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

F. to determine the overall mission of the Employer as a unit of government;

G. to effectively manage the work force;

H. to determine the hours of work and work schedules;

I. to determine the duties to be included in all job classifications;

J. to take actions to carry out the mission of the Employer as a governmental unit.

Section 7.2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 8
NO STRIKE OR LOCKOUT

Section 8.1. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

Section 8.2. Neither the Union nor its officers or agents shall in any way authorize, institute, aid, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, or any other interference with the work and statutory functions or obligations of the Employer.

Section 8.3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

A. publicly disavow such action by the Employees:

B. advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

C. notify Employees, including local stewards, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

D. post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

Section 8.4. The Employer agrees that it will not lockout Employees during the term of this Agreement, and the Union and Employees agree that no picketing or hand billing against the Employer will occur during the term of this Agreement.

Section 8.5. In addition to any other rights or remedies provided by law, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.

Section 8.6. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 9
SENIORITY

Section 9.1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as a permanent, full- or part-time Employee in the service of the Butler County Engineer. Seniority shall not include service as a temporary, intermittent, casual, or seasonal employee.

Section 9.2. Accrual.

A. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

B. Seniority shall accrue during a continuous authorized leave of absence without pay or layoff up to twelve (12) months, provided that the Employee returns to work immediately following the expiration of such leave of absence or layoff.

Section 9.3. Loss of Seniority. Except as otherwise provided herein an Employee's seniority shall be lost and employment terminated when he or she:

A. terminates voluntarily, unless the Employee returns to work within one (1) year of the date of termination and successfully completes the required probationary period for new hires;

B. is discharged for just cause;

C. exceeds an official leave of absence;

D. is laid off for a period of more than one (1) year;

E. fails to qualify for return from disability separation within eighteen (18) months after the expiration of the sick leave without pay; or

F. fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with Article 20, Section 6 of this Agreement.

Section 9.4. Within thirty (30) calendar days of the approval of this Agreement by the Board of County Commissioners and the Employees, the Employer shall provide the Union Business Agent and Chief Steward and post at the Engineer's Office a seniority roster listing each Employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Union Business Agent and Chief Steward during January of each succeeding calendar year of this Agreement; provided, however, that the Business Agent or Chief Steward may request a copy of the seniority list at any time. The Union or the Employee must notify the Engineer of any alleged error in the seniority roster within thirty

(30) calendar days of the posting or such claim of error is forever waived, and any waived claim of error may not be raised in subsequent postings.

Section 9.5. In the event of any tie in seniority, the Employer and the Union shall agree on a procedure for the Employees to draw lots to determine who is the more senior Employee.

ARTICLE 10
DISCHARGE AND DISCIPLINE

Section 10.1. The Employer shall have the right to discharge, demote, suspend, or discipline any Employee for just cause.

Section 10.2. In the event of a suspension, demotion, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable. Written and verbal reprimands are not subject to the grievance and arbitration procedure.

Section 10.3. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, within a reasonable period of time of any discharge, demotion, suspension, or written reprimand. If the Union desires to contest a suspension, demotion, or discharge, it shall file a grievance within a period not to exceed ten (10) calendar days from the date the Employee or the Union receives the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 3 of the grievance procedure.

Section 10.4. Prior to the discharge, demotion, or suspension without pay of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence supporting the charges, and an opportunity to present a response to the charges. The Employer will provide the Employee with notice of the hearing no later than seventy-two (72) hours before the hearing is scheduled, unless the Employee waives this time limit. The Engineer or his designee shall conduct this pre-disciplinary hearing. If, in the Employer's judgment, the presence of the Employee pending the outcome of the pre-disciplinary hearing might create disturbance or disruption in the workplace, the Employer may place the Employee on administrative leave pending the resolution of the hearing. The administrative leave pending the resolution of the hearing shall be with pay unless there has been an independent finding of probable cause, such as an arrest, indictment, or criminal charges.

Section 10.5. As provided by Ohio law, the Employee may, upon request, be accompanied by a Union representative in any pre-disciplinary hearing, meeting where discipline is issued, including a formal verbal or written reprimand, or investigatory interview where the Employee is the subject of possible disciplinary action. This section is not intended to create rights to representation beyond what is provided under Chapter 4117 of the Ohio Revised Code. The Employee may be represented by the Union or may proceed without representation as provided by Ohio law, but in no event may the Employee be represented by other counsel or representatives without the Union's approval.

Section 10.6. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand. The Employee shall sign to indicate receipt of the

written reprimand, and above the Employee's signature, the reprimand shall contain this legend: "The Employee's signature indicates receipt, but not necessarily agreement with the contents, of this written reprimand." In addition, the Employee may request a meeting to review the reprimand with the Deputy assigned to the Employee's section, and with the Engineer or his designee. Any rebuttal or request for a meeting to review the reprimand must be submitted within ten (10) calendar days following the Employee's receipt of the written reprimand.

Section 10.7. Upon request of the Employer, an Employee who has been absent from work for a scheduled shift (other than vacation, sick leave, or an approved leave of absence, which are covered by other Articles herein) must furnish proof satisfactory to the Employer justifying the reason for the absence or be subject to disciplinary action.

Section 10.8. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due to the Employee, less any deduction for County property withheld or debts owed pursuant to law or this Agreement.

Section 10.9.

A. For the purposes of this Article and any grievance or arbitration proceeding relating to disciplinary action taken thereunder, records of disciplinary actions shall not be admissible in any pre-disciplinary hearing or grievance and arbitration proceeding after the time periods stated below, provided that the Employer has imposed no further discipline during the specified period.

   1. Verbal reprimands – two (2) years; provided that no intervening discipline was issued.

   2. Written reprimands – three (3) years; provided that no intervening discipline was issued.

   3. Suspensions, with or without pay – four (4) years; provided that no intervening discipline was issued.

B. No record of discipline for theft; falsification of records; intentional mistreatment of customers, members of the public, or other employees; or intentional destruction of Employer equipment, property, or records shall be barred from admission under subsection (a) where such discipline has resulted in more than a written reprimand. Nothing in this Section prevents the Union from arguing in a grievance or arbitration hearing that discipline of a type described in this subsection 9(b) occurred so long ago that it is no longer relevant. In such a case, the Arbitrator has jurisdiction to determine what weight, if any, to give such prior discipline.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof.

Section 11.2. All grievances must be in writing and must contain the following information to be considered:

A. the grievant's (or Union representative's) name and signature;

B. the grievant's classification;

C. the date the grievance was first discussed at the Informal Step;

D. as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;

E. the specific provisions of the Agreement alleged to have been violated; and

F. the remedy sought to resolve the grievance.

Upon the Employer's request, the grievant shall specify the name of the supervisor with whom he or she conducted the Informal Step, and the date of the discussion.

Section 11.3. A grievance shall be processed and disposed of in the following manner:

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her immediate supervisor and attempt to resolve the matter informally. The Employee may request that a steward be present during this discussion. In this conversation, the Employee must expressly state that this is the Informal Step of the grievance.

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date the grievant knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Employee's immediate supervisor. The Employer shall give its answer to the Employee or his Union representative within seven (7) calendar days after the presentation of the grievance in Step 1. Within this seventeen (17) calendar day period, the Employee is encouraged to continue to seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the appropriate Deputy, or his or her designee. The Deputy or the designee may schedule a meeting with the supervisor, the Employee, and their representatives, if any, to discuss the grievance. A grievance so presented in Step 2 shall be

answered by the Employer in writing within seven (7) calendar days after its presentation or the meeting at which it is discussed, whichever is later.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the Engineer. At this time, representatives of the Union, including a representative of the Local Union, may be in attendance at a meeting with the Engineer or his designee, where, if both parties agree, witnesses and evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer in writing within fourteen (14) calendar days of the meeting at which it is heard.

Step 4: Within thirty (30) calendar days of the Step 3 written response, either party proceed to arbitration by serving a Demand for Arbitration on the American Arbitration Association and the opposing party, as provided in Article 12 (Arbitration), Section 1.

Section 11.4. In the event no appeal of a grievance is taken within the time limits specified herein, including any extensions to which the parties agree under Section 6 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 11.5. Any grievance not answered by the Employer within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.

Section 11.6. A time limit under this Article may be extended by the mutual agreement of both parties in writing.

Section 11.7. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge or suspension for disciplinary reasons shall commence at Step 3 of the grievance procedure.

Section 11.8. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose.

Section 11.9. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

ARTICLE 12
ARBITRATION

Section 12.1. A grievance as defined in Article 11 which has not been resolved thereunder may, within thirty (30) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the Arbitration and Mediation Service (AMS) for list only services with a copy of said notice to the other party. The arbitrator shall be selected from a list of fifteen (15) arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Hamilton, Ohio. Of the list of fifteen (15) names, the parties may strike unacceptable names, rank the remaining names on the list, and return the list to the appropriate agency for determination of the highest ranking common acceptable arbitrator. So long as at least one name remains on the list it will not be considered rejected. This process shall continue until an arbitrator acceptable to both parties is selected.

Section 12.2. The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, the Employee, or the Employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

Section 12.3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Section 12.4. The award of the arbitrator hereunder shall be binding upon the Employer, the Employee, and the Union.

Section 12.5. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement. This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE 13
CLASSIFICATIONS

Section 13.1. The Employer shall provide to the Union a copy of all current classification specifications and position descriptions as developed by the County.

Section 13.2. In the event the Employer creates a new classification, the Employer agrees to meet and bargain with the Union with regard to:

A. whether the classification is within or excluded from the bargaining unit, subject to the provisions of Section 3 of this Article; and

B. if the classification is within the bargaining unit, the rate of pay and hours of work of such classification.

Section 13.3. If the parties agree that a newly created position is outside of the bargaining unit, the parties shall jointly petition the State Employment Relations Board (SERB) for clarification of the bargaining unit. If the parties disagree with respect to the inclusion of such a position, either party may petition the SERB to determine whether or not the position is included within the unit. The parties recognize that the SERB has sole jurisdiction with regard to bargaining unit determinations.

ARTICLE 14
RECLASSIFICATION PROCEDURE

Section 14.1. If substantial changes in the method of operation, tools or equipment used, or job responsibilities occur in any position within the bargaining unit, and the Employee or Employees occupying said position believe that such change constitutes just cause for reclassification of the position, an Employee may request reclassification in accordance with the procedure set forth in Section 2.

Section 14.2. The Employee or the Union shall submit a written request for reclassification to the Engineer or his designee, who shall forward the request to the Deputy for Administration for review and investigation. The request shall specify:

A. The classification in which the Employee currently serves;

B. The reasons supporting the request for reclassification; and

C. The classification to which the Employee seeks to be assigned.

Section 14.3. The Deputy for Administration may in his or her discretion perform a job audit or otherwise gather information regarding the request. The Deputy for Administration shall make his or her recommendation to the Engineer no later than thirty (30) calendar days after the request for reclassification was filed.

Section 14.4. The Engineer shall issue a written determination granting or denying the request within ten (10) calendar days of his receipt of the Deputy for Administration's recommendation.

Section 14.5. If the request involves a new classification, the procedures of Article 13 (Classifications) shall apply.

ARTICLE 15
SUBCONTRACTING

Section 15.1. The Employer agrees that at least thirty (30) calendar days prior to implementing any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer shall meet, confer, and bargain with the Union regarding the decision, provided that the decision is motivated in substantial part by labor costs.

Section 15.2. Regardless of the reason for any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer agrees to meet, confer, and bargain with the Union with regard to the effects of such decision on the Employees.

Section 15.3. If in the course of implementing a decision to subcontract work, the Employer transfers or reassigns an Employee to another classification or job assignment with the same or a higher rate of pay, such transfer or reassignment shall not be considered a layoff within the meaning of this Agreement.

ARTICLE 16
SEASONAL EMPLOYEES

Section 16.1. The Employer may employ seasonal employees, provided that no seasonal employee shall serve more than six (6) months in any calendar year.

Section 16.2. The Employer shall not employ seasonal employees in any classification higher than the lowest classification in each classification series. Bargaining-unit Employees shall have preference for overtime work over seasonal employees; provided, however, that this does not require the Employer to reassign a seasonal employee assigned to a work crew when that crew continues to work past the end of the normal work day. Seasonal employees may not be used in any classification in a classification series in which any Employees are on layoff or in a manner which results in the layoff of Employees subject to this Agreement.

Section 16.3. Neither seasonal employees, as set forth in Section 1 of this Article, students within the meaning of Section 4117.01(C)(11) of the Revised Code, nor casual employees within the meaning of Section 4117.01(C)(13) of the Revised Code are part of the bargaining unit or covered under the terms of this Agreement.

ARTICLE 17
HEALTH AND SAFETY

Section 17.1. The Employer shall provide working conditions in compliance with applicable requirements of the State of Ohio and the Federal government. The Employer shall provide required safety gear and equipment, in accordance with the provisions of Article 34 of this Agreement.

Section 17.2. The Employer shall promulgate safety rules, regulations, and procedures, and specify safe working methods, that may be necessary, in the judgment of the Engineer, to meet the Employer's obligations under this Article. The Employer shall post on Employer bulletin boards and distribute to all Employees a copy of any safety rule, regulation, or procedure within fourteen (14) calendar days of its adoption. It is the duty of all Employees to have ready to use appropriate safety equipment, including assigned personal protection equipment, and to follow all safety rules and safe working methods. Violations of safety rules may constitute cause for disciplinary action.

Section 17.3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided, along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. If an Employee has reason to believe that his or her safety or health are in danger due to an unsafe working condition or unsafe equipment, the Employee shall inform his or her supervisor or the supervisor's designee, who shall have the sole responsibility to determine what action, if any, shall be taken, including whether or not the job should be shut down. Failure of the Employer to correct an unsafe working condition shall be subject to the grievance procedure. The grievance procedure shall be the Employee's sole recourse for complaints of discharge or discrimination for asserting rights under the Ohio Public Employment Risk Reduction Act, under the provisions of Section 4167.13 of the Revised Code.

Section 17.4. When the Employer provides new or existing equipment, machinery, or gear, the safe use of which requires training of the Employees involved, the Employer will provide the training necessary for the Employees to use the equipment, machinery, or gear in accordance with safe working methods.

ARTICLE 18
SAFETY COMMITTEE

Section 18.1. In the interest of promoting safe working conditions, and in furtherance of the mutual obligations of the Employer, the Employees, and the Union under Article 17 of this Agreement, a joint Safety Committee shall convene, at a time and place agreed by the parties, to discuss health and safety concerns of either party. Unless the parties agree otherwise, the Safety Committee shall meet no less frequently than quarterly.

Section 18.2. The Committee shall comprise one (1) non-bargaining unit member appointed by management, plus one (1) member of administration, and two (2) members selected by the Union. The member of administration shall serve as the Chair of the Committee.

Section 18.3. The Safety Committee may recommend to the Engineer proposals not inconsistent with this Agreement regarding work methods, safety gear, and equipment to improve Employee

safety, and additions to or changes in work rules or procedures regarding Employee safety. Any such recommendations shall be communicated to the Engineer in writing. The adoption of such recommendations or proposals lies in the discretion of the Employer; provided that the Engineer shall provide a written explanation of the rejection or modification of any proposal. The Employer will distribute copies of adopted rules to all Employees as provided in Article 17 (Health and Safety).

Section 18.4. As provided by law, the Employer is responsible for issuing all necessary rules and procedures for employee health and safety, and for training and informing Employees on those rules and procedures. Copies of these rules and procedures shall be distributed to Employees during these training programs, and shall be kept readily available for Employees throughout the Department. Employees are responsible for becoming familiar with and complying with all health and safety rules, regulations, and procedures established by the Employer.

ARTICLE 19
LABOR-MANAGEMENT COMMITTEE

Section 19.1. Meetings will be scheduled at the request of either party (Union or the Employer) to discuss problems of concern of the parties in the Labor-Management area. Meetings will not be held more frequently than quarterly, unless the parties agree otherwise.

Section 19.2. The Labor-Management Committee is to consist of no more than four (4) designated committee members and a Business Agent, from the Union, and no more than four (4) representatives appointed by the Employer, unless the parties agree to expand the size of the Committee.

Section 19.3. No later than seven (7) business days before the meeting, each party shall submit to the other party a list of items or issues to be considered at the meeting. At the same time the Union shall notify Management of the names of the bargaining-unit Employees, to a maximum of four (4), who will be in attendance. The parties shall consider, in alternate order, the consecutively placed items from each list.

Section 19.4. Those items not considered during a Labor-Management meeting may be resubmitted in writing for agendas of subsequent meetings.

ARTICLE 20
LAYOFFS

Section 20.1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the affected classifications in the following order:

A. Temporary Employees;

B. Intermittent and seasonal Employees;

C. Probationary Employees;

D. Permanent part-time Employees who have completed their probationary periods; and

E. Employees by classification in order of inverse seniority and their present ability to perform the remaining work available.

Section 20.2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

A. The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee's last known address; or

B. The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.

Section 20.3. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off.

Section 20.4. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a classification may result in the reassignment of Employees to different job assignments within their respective classifications, and reassignment of hours and days of work, subject to the provisions of Article 25 of this Agreement (Hours of Work and Overtime).

Section 20.5. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

Section 20.6. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to lay off or abolish positions provided that the decision was, in fact, based on one of the grounds stated in Section 1.

Section 20.7. The County shall provide the Union with a list of bargaining-unit Employees by classification and date of appointment.

ARTICLE 21
PERFORMANCE EVALUATION

Section 21.1. An Employee may review with the Employee's supervisor, the Deputy who oversees that supervisor, and the Engineer or his designee an unsatisfactory evaluation, and the Employee may choose to be accompanied by a Union representative for such meetings. The Employee shall also have the right to make written objections to be included in his or her personnel file. The Employee if he or she wishes may send a copy of the written objections to the Engineer.

Section 21.2. The Employee shall sign the evaluation form to indicate that he or she received and reviewed it. Above or below the space for the Employee's signature on the form shall appear this legend: "Your signature indicates that you have received and reviewed the evaluation, but not necessarily agreement with its contents."

ARTICLE 22
PERSONNEL RECORDS

Section 22.1. Within a reasonable time of a request, not to exceed three business days, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:

A. The Employee shall inspect personnel file at a time mutually agreeable to the Employee and the Employer. Such inspections shall take place during lunch or break periods or other nonworking time, unless otherwise agreed by the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.

B. If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

C. Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

Section 22.2. Employees shall receive a copy of any warnings, reprimands, orders of discipline, commendations, or performance evaluations placed in their personnel files after the effective date of this Agreement.

Section 22.3. The Employer shall serve upon the Chief Steward a copy of all written disciplinary actions issued against an Employee.

Section 22.4. In the event any person or organization other than an official, employee, or agent of Butler County, the Union, or a local, state, or federal agency, has requested to inspect a current Employee's personnel file or other records relating to that Employee's performance, the Employer shall notify the Employee prior to the inspection and offer the Employee the opportunity to be present at the inspection. Former Employees have no right to be present under this provision. In the event that the Employee is on a leave of absence at the time of the requested inspection, the Employer shall notify the Union of the request for the inspection, and shall attempt, at least once, to notify the Employee by telephone of the requested inspection. The Employee may authorize a Union representative or any other person to be present at the inspection, either in response to the notice or through a standing, written authorization filed with the Deputy for Administration. Any such representative must be available within a reasonably prompt time, or the right to have a representative present is forfeited. If the Employer is not able to make contact with the Employee, and no other authorized representative has been designated, the inspection may proceed without the presence of the Employee or representative. The parties expressly understand that nothing in this Agreement limits the right to inspect public records as provided under Ohio law.

ARTICLE 23
REST PERIODS AND CLEAN-UP TIME

Section 23.1. The Employer shall provide two fifteen- (15-) minute rest periods in each completed work shift for full-time Employees, except in cases of emergency. The rest period will be scheduled as authorized by the Employee's supervisor or work-crew leader, based upon the Employer's operational needs at the particular work site. If possible without adverse impact on operational needs, in the Employer's sole judgment, each rest period will be scheduled within a two- (2-) hour period in the middle of each half-shift.

Section 23.2. An Employee shall be granted a period, not to exceed ten (10) minutes, for clean up at the end of the Employee's work day, as needed, with the authorization of his or her supervisor or work-crew leader. The failure to grant such a clean-up period shall not be grounds for overtime compensation unless the Employee's actual hours of work, as defined under the Fair Labor Standards Act, exceeds the limits set forth in Article 25 (Hours of Work and Overtime).

ARTICLE 24
UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

Section 24.1. Military Leave. Leaves of absence without pay, for the purpose of induction into duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 24.2. Other Leaves. The Employer shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993, as amended, and so long as such Act continues in effect, and the Employer shall continue to provide health insurance benefits paid at the same rate as if the Employee were working to the extent provided by law. Requests for such leave shall be considered in accordance with the Employer's FMLA Policy. Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care, educational reasons, or attendance at Union conventions or functions or other service as a delegate or officer, may be granted at the sole discretion of the Employer.

Section 24.3. Seniority. When an Employee returns to work following a leave of absence, the Employee shall be returned to his or her former classification without loss of seniority.

Section 24.4. Benefits. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law; provided, further, that the Board of County Commissioners shall continue group health insurance coverage in force, at the expense of the Employer, for the same period as is offered to other County employees generally, not to exceed the first ninety (90) days of a leave without pay.

Section 24.5. Abuse of Leave. If the Employer becomes aware at any time during an unpaid leave that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and take such disciplinary action as it may deem appropriate, including discharge.

ARTICLE 25
HOURS OF WORK AND OVERTIME

Section 25.1. The normal work week for Employees shall be forty (40) hours of five (5) work days of eight (8) hours per day per week. The work week, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight; provided, however, that upon notice to the Union, such work week may be adjusted to conform to any county-wide change in pay periods imposed by the Auditor's Office.

Section 25.2.

A. The Employer shall set work schedules and starting times, which shall remain flexible based upon the needs of the Employer. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency or improving services. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

B. The Employer shall not restructure the work schedule of an Employee under subsection (a) with the intent to discipline an Employee without just cause.

Section 25.3.

A. An Employee working in excess of forty (40) hours in one week or in excess of eight (8) hours in any work day, as defined by The Fair Labor Standards Act of 1938, as amended (the "FLSA"), shall, as specified by the Employee, either be paid cash at one and one-half times his or her regular rate or compensatory time off on the basis of one and one-half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within a reasonable time of the Employee's request, not to exceed forty-five (45) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than one hundred fifty (150) hours of compensatory time, and hours of compensatory time in excess of these limits shall be converted to cash at the Employee's regular rate of pay on those dates. Any Employee who has accrued unused compensatory time to the maximum compensatory time limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

B. Overtime shall only be worked upon the authorization of the Engineer or his designated representative.

C. For purposes of this Article, "hours worked" shall include vacation leave, holiday leave, and compensatory time off used during the workweek in addition to the definition of "hours worked" contained in the FLSA. Further, all time worked on a holiday shall be paid at the time-and-one-half rate, plus the holiday pay for that day, irrespective of the number of hours worked during the remainder of that work week.

D. It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability. For Employees who are called in to work early for purposes of snow and ice control, the Employees will not be sent home early in that same day under the provisions of this Section until the Employee has worked at least eight (8) hours at a straight-time rate; provided, however, that this does not bar the Employer from otherwise making other schedule adjustments during that Employee's work week.

E. No Employee who drives a vehicle for which a commercial driver's license (CDL) is required shall be permitted to work more than fifteen (15) hours in a twenty-four (24) hour period, and no more than ten (10) of those hours may involve driving a county vehicle, except as may otherwise be permitted under applicable federal law. Such an Employee may not be called back to work until he or she has been released for at least eight (8) consecutive hours off duty for rest purposes.

F. If the Employer decides to change the existing practice of assigning work on snow and ice control jobs through a schedule of two teams on a permanent basis, the Employer agrees to so notify the Union and, upon the Union's request, to meet and bargain with the Union about the proposed change.

G. Under this Article, a "work day" for which overtime will be paid if more than eight (8) hours is worked shall be a period of twenty-four (24) hours measured from 12:00 a.m. to 11:59 p.m. Notwithstanding this provision, if an Employee assigned to snow and ice control commences a period of continuous work prior to midnight, and is in overtime status because he or she has already worked at least eight (8) hours in that work day, then the Employee shall continue to be compensated at time-and-a-half rates (in compensatory time or cash) if the period of continuous work continues past midnight into the next work day.

Section 25.4.

A. In the scheduling of bargaining-unit overtime, the Employer shall give priority to available Employees over temporary, seasonal, or casual employees. This section shall not be construed to require the Employer to reduce the normal work schedule of temporary, seasonal, casual, or part-time employees to create overtime for Employees within the bargaining unit; provided, further, that this provision does not require the Employer to reassign a seasonal employee assigned to a work crew when that crew continues to work past the end of the normal work day.

B. When assigning overtime work for snow and ice control, the Employer shall first offer the overtime work to the Employees in the classifications that normally perform that work before offering work to Employees in other classifications or non-bargaining-unit employees. The Employer shall not otherwise discriminate against Employees on the basis of their inclusion within or exclusion from the bargaining unit in the scheduling of overtime. Employees in classifications that normally work snow and ice control are subject to be called into work, including weeks when not scheduled on-call, when needed to relieve or supplement other Employees, unless unavailable as specified in Section 5(e) of this Article.

C. Upon request of the Union local president, the Employer shall supply to the president a copy of the records showing overtime hours made available to and worked by the Employees.

Section 25.5.

A. For overtime assignments involving snow and ice control, the Employer shall assign the Employees who are normally assigned to the route in question.

B. For overtime assignments known in advance, the Employer shall post a list before the event requesting Employees to volunteer for the overtime. The Employer shall award the overtime to Employees based on qualifications, and if qualifications are equal, seniority shall break the tie. If no Employee on the applicable list accepts the overtime, the Employer shall assign it to the least senior, qualified Employee in the appropriate classification.

C. If the overtime work is not anticipated in advance (other than snow and ice control), the Employer may offer the overtime to the work crew or Employees performing the work at

the close of the regular shift. In cases where the overtime work does not involve continuing to perform the same work past the end of the shift, the Employer may circulate, twice a year, a list for volunteers to indicate interest in unscheduled overtime. After the sign-up is completed, the Employees shall be listed in order of seniority. Employees will then be rotated through the list every pay period. If an insufficient number of Employees volunteer for such overtime, the Employer may assign Employees to work the overtime in order of inverse seniority.

D. During the period of time in which the Employee is designated as on-call for mandatory overtime purposes, the Employee must have a phone available and operational at all times to receive a call at the on-call number on file with the Employer at all times. Employees who are designated as on-call for mandatory overtime will be compensated at the rate of $91.00 for each entire week or $13.00 for each day on which he or she is required to be on call for mandatory overtime. If an Employee is absent from on-call duty and fails to respond to a call, and is not excused therefrom under Section E, below, such Employee will forfeit the entire week stipend for such on-call pay.

E. Employees may be excused from mandatory overtime assignments for:

1. A scheduled vacation leave or other significant prior commitment for which written notification is provided to the Engineer or his designee at least seven (7) calendar days in advance, on no more than three (3) occasions per calendar year;

2. Illness or injury rendering the Employee unable to work. as verified by a written statement signed by the Employee's physician; and

3. Other bona fide emergency situations, as determined in the discretion of the County Engineer.

F. In the event of a national disaster, emergency declared by the President, the Governor, the Board of County Commissioners, or the Engineer, the lack of sufficient regular drivers or mechanics, or other act of God, the Engineer may assign work as needed to perform necessary duties without regard to the assignment procedures set forth in this Article.

G. The Employee is responsible for maintaining a current and correct address and telephone number with the Employer.

ARTICLE 26
CALL-OUT PAY AND REPORTING PAY

Section 26.1. Call-out time shall be defined as work assigned by the Employer performed at a time disconnected from the Employee's normal hours of work. An Employee who works call-out time shall be paid for actual hours worked at the applicable rate, but in no event shall receive less than the equivalent of four (4) hours straight-time pay at the Employee's regular rate.

Section 26.2. Employees shall not be entitled to a separate, four-hour guarantee of call-out pay for calls received during the four-hour period following the first call.

ARTICLE 27
TEMPORARY REASSIGNMENTS

Section 27.1. An Employee who is temporarily assigned to perform the duties of a classification with a pay range higher than his or her own shall, after actually performing such duties three (3) or more consecutive work days, be eligible for a temporary pay adjustment to the base pay of the classification in which the work is performed. On any holiday falling during the temporary reassignment, however, the Employee will be paid at his or her regular rate of pay.

Section 27.2. After completion of the three (3) consecutive days of work in the higher classification, the temporary pay adjustment shall be retroactive to the first day worked in the higher classification.

Section 27.3. The three-day period provided in Sections 1 and 2 shall commence when the Employee is directed in writing to assume the duties of the higher classification by the Engineer or Deputy.

Section 27.4. An Employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties of that classification necessary while working in the higher classification.

Section 27.5. The Employer shall determine temporary reassignments from among Employees in the classification(s) from which the assignments are to come based upon the skill, experience, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, performance, and ability to perform the work of two or more Employees are equal, seniority shall govern.

Section 27.6. In no event shall an Employee's pay be reduced in the event of a temporary reassignment. This section does not apply to a demotion, reduction, suspension, or layoff.

Section 27.7. The Employer shall not schedule Employees for temporary reassignment in an arbitrary or capricious manner with the intent to evade the obligation to give Employees who perform the duties of a higher classification for three (3) or more consecutive work days the temporary pay adjustment provided in Section 1 of this Article.

Section 27.8. Overtime pay for work subject to temporary reassignment pay under this Article shall, for the hours actually worked performing the duties of the higher classification, be paid in

cash at the adjusted rate, and any pay required pursuant to Article 25 shall be calculated using the adjusted rather than regular rate. If the hours are worked performing the duties of the Employee's regular classification, however, the overtime shall be calculated based on the Employee's regular rate of pay.

ARTICLE 28
HOLIDAYS

Section 28.1.

A. Employees shall be entitled to the following holidays as observed by the Employer:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day

In the event a scheduled holiday falls on a Saturday, it shall be observed on the preceding Friday; in the event it falls on a Sunday, the holiday shall be observed on the following Monday.

B. In addition to the above holidays, full-time Employees shall receive Christmas Eve Day and New Year's Eve Day on the same basis as approved by the County Engineer for all other non-bargaining unit employees of the County Engineer's office. Part-time Employees are not eligible for holiday pay under this subsection.

Section 28.2. In observance of the above holidays Employees will normally be scheduled off and paid their regular rate of pay for the holiday. However, if Employees covered by this Agreement are required to work on any of the above holidays, they will be compensated in compensatory time or in cash, selected pursuant to Article 25, Section 3(a), at the time-and-one-half rate, irrespective of the number of hours worked in the remainder of the work week.

Section 28.3. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.

Section 28.4. An Employee, in order to receive holiday pay or compensatory time as set forth above, if scheduled, must (a) be in active pay status at the commencement of the holiday, and (b) work the day before and the day after the holiday unless absence from work is due to an approved leave, or illness or injury, in which event a doctor's certificate may be required.

ARTICLE 29
VACATIONS

Section 29.1. Full-time Employees, after completion of their probationary period, shall be entitled to vacation time each year as follows:

A. After completion of one (1) year of service with the Employer, the State of Ohio, or any political subdivision of the State – two (2) weeks.

B. After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State – three (3) weeks.

C. After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State – four (4) weeks.

D. After completion of twenty (20) years' service with the Employer, the State of Ohio, or any political subdivision of the State – five (5) weeks.

Section 29.2. Employees shall accrue vacation, after one (1) year of service with the Employer, on a biweekly basis, at the following rates:

Annual Rate	Biweekly Rate (40 hours)
Two weeks	3.1 hours
Three weeks	4.6 hours
Four weeks	6.2 hours
Five weeks	7.7 hours

In any pay period in which the Employee is not in active pay status for eighty (80) hours, vacation accrual for that pay period shall be prorated accordingly.

Section 29.3. Vacation is in addition to any recognized holidays as set forth in Article 28 that may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, the holiday shall not be counted against vacation time used.

Section 29.4. Vacation will be scheduled at the discretion of the Employer based on the workload requirements within the classification at the Employee's work site. When two or more Employees request vacation leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based on the Employee's seniority. In order for seniority to govern the scheduling of vacation, however, an Employee must submit his or her vacation request for a particular year between January 1 and February 1 of that year; otherwise, vacation requests shall be considered in the order in which they are submitted. Vacation not scheduled within the month of January each year must be requested in accordance with the following schedule:

A. Vacation of one (1) day or less -- with the prior approval of the Employee's supervisor;
B. Vacation of more than one (1) day but not more than one (1) week -- at least fourteen (14) calendar days' advance notice;

C. All other requests for vacation -- at least thirty (30) calendar days' advance notice.

These time limits may be waived in the case of an unforeseeable emergency, as judged by the Employer. The Employer shall endeavor to respond to requests for vacation within ten (10) calendar days.

Section 29.5. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of one-quarter (¼) hour.

Section 29.6. In no event shall accrued vacation be carried over in an amount of more than two (2) years of accrued vacation under any circumstances. Employees who request to use vacation that would otherwise be forfeited by reason of these limits shall be accommodated to the greatest extent possible and such requests shall not be unreasonably denied. The Employee bears the obligation to monitor balances of vacation leave under the provisions of this Article, however, and must submit requests to use vacation far enough in advance of the anniversary date so that the requests can be accommodated without undue disruption to the Employer's operations.

Section 29.7. An Employee who is subject to the elimination of accrued vacation credit for failure to use the vacation credit within the time limits set in Section 6 of this Article may convert a portion of such balance to cash in accordance with the following requirements.

A. Vacation credit shall be converted to cash at a rate of two (2) hours of vacation for each one (1) hour of cash pay.

B. The Employee may only convert that portion of the accrued vacation that would be lost for failure to use within the time limit, up to a maximum of forty (40) hours cash pay per calendar year (or eighty (80) hours of converted vacation time).

C. The Employee must request conversion of vacation no later than fourteen (14) calendar days preceding the date on which the vacation credit would be lost.

Section 29.8. An Employee who retires, resigns, or has otherwise terminated his or her employment, and who has not been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of members of the public or other employees, and who has not received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period.

Section 29.9. An Employee may donate vacation leave to another Employee who has exhausted all paid sick leave, vacation, and compensatory time off, where the donee Employee or a member of that Employee's immediate family is suffering from a life-threatening injury or illness. The transferor must provide written notice to the Employer of the transfer of the vacation leave at least seven (7) calendar days in advance of its use by the transferee, and such notice shall include a statement that the transferring Employee is forever waiving his or her claim to such vacation leave.

ARTICLE 30
SICK LEAVE

Section 30.1. Full-time Employees will earn sick leave at the rate of four and six-tenths (4.6) hours for each completed pay period in active pay status. This accrual rate is prorated for Employees who work fewer than forty (40) hours per week. Active pay status shall be defined as hours worked, hours on vacation, hours on holiday leave, hours on paid sick leave for purposes of sick leave accrual, hours of compensatory time off, and hours of personal leave. Hours over 80 per pay period are not computed for sick leave purposes. Sick leave accrues without limit.

Section 30.2. Pay for any sick leave shall be at the Employee's regular rate of pay.

Section 30.3. Sick leave may be requested for the following purposes:

A. Illness or injury of the Employee;

B. Serious illness or injury of immediate family members, pursuant to Section 5;

C. Medical, dental, or optical examinations that cannot be scheduled outside normal working hours; however, the Employee must provide a statement from the health care provider verifying the start and end times of the appointment;

D. Exposure of the Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to coworkers;

E. Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition; and

F. Death of a member of the Employee's family, pursuant to Section 30.11.

Section 30.4. Upon request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability before a day of sick leave is paid. In the case of an illness or injury resulting in absence for more than three (3) consecutive days, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work or that the Employee's presence was necessary to care for an immediate family member, as provided in Section 5.

Section 30.5. Sick leave in an amount specified by the Employer may be granted when an immediate family member suffers serious illness or injury requiring the Employee's presence at home. "Immediate family member" shall be defined, for purposes of this section, as the spouse, child, stepchild, grandchild, parent, legal guardian, or other person who stands in place of a parent, or other relative who normally resides in the Employee's home.

A. Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six

(6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.

B. If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

C. An Employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

D. In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article 20.

Section 30.6. The Employer and the Union understand that sick leave is intended as a form of income insurance in the case of the illness or injury of the Employee, or illness, injury, or death of a family member, as provided in this Article, for those listed purposes only, and not as a form of additional time off. Fraudulent use of sick leave is a very serious offense that will be treated as a form of theft. The abuse of sick leave damages not only the agency and the public we serve, but also those co-workers who must carry the burden of employees who fail to attend work on a regular basis.

Section 30.7.

A. Employees are prohibited from engaging in paid employment of any kind during a paid sick leave, including self-employment for pay or profit.

B. The prohibition under Section 7(a) of this Article also applies to paid employment during an unpaid sick leave, including leave for the serious health condition of the Employee or a member of the Employee's immediate family under the Family and Medical Leave Act (FMLA), unless both of the following are true:

1. The Employee has expressly disclosed to the Employer the proposed work during the leave; and

2. The Employer has determined that the work does not conflict with the Employee's claimed inability to work and the accountability required of public employees.

C. During any paid or unpaid sick leave, including leave for the serious health condition of the Employee or a member of the Employee's immediate family under the Family and Medical Leave Act (FMLA), Employees are also prohibited from engaging in other activities, whether or not paid, that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

Section 30.8. Sick leave shall be charged in minimum amounts of one-fourth (¼) of an hour. An Employee requesting sick leave shall inform his or her Supervisor of such request and the reason therefor no later than fifteen (15) minutes after his or her scheduled starting time. Employees must attempt to contact the Supervisor personally during the Supervisor's normal hours of work or, in cases of the Supervisor's absence, the Deputy or another Supervisor. It is not permitted for the Employee to leave messages with the answering service or on the voice-mail system in lieu of contacting the Supervisor directly. If the Supervisor is not available at the time the Employee calls in, the Employee shall leave a message with a telephone number at which the Employee may be reached. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action. Employees are responsible for contacting the Employer for each day of absence in accordance with this Section, unless the Employee is hospitalized or has provided a written doctor's statement specifying the anticipated date of return.

Section 30.9. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the essential duties of his or her position. The Employer shall select the physician and pay for the examination. In the case of an examination to determine the Employee's ability to perform the essential duties of his or her position, if the Employer's physician disagrees with the conclusions of the Employee's physician, the parties shall jointly select a physician whose report shall be final and binding. The Employer shall also bear the cost of this additional examination. The provision for a third physician's examination does not apply to examinations to determine the proper use of sick leave, unless the parties agree otherwise.

Section 30.10. If an Employee transfers to the service of the Employer from another public agency, the Employer shall credit the Employee, upon written request and verification, with the sick-leave balance held by the Employee with the public agency.

Section 30.11. An Employee shall be paid sick leave pay for up to five (5) working days' absence in the event of the death of the Employee's spouse, child, stepchild, parent, step-parent, grandparent, brother or sister. An Employee shall be paid sick leave pay for up to three (3) working days' absence for the death of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral.

Section 30.12. In circumstances of unusual distances of travel or extreme weather conditions the Employer may, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the family as described in sections 11 above.

ARTICLE 31
SICK LEAVE CONVERSION

Section 31.1. Upon retirement from active service with the County Engineer, and with ten or more years of service with the County, the State, or any political subdivision of the State, the Employee shall be paid for one-fourth of his or her accrued but unused sick leave credit, not to exceed forty (40) days' pay. The payment shall be based upon the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time of retirement.

Section 31.2. An Employee shall be deemed to have retired, under Section 1 of this Article, if he or she is eligible, at the time of termination, for payment of retirement benefits from the Public Employees Retirement System of Ohio and has applied for payment of such benefits.

Section 31.3. An Employee who dies with ten (10) or more years of service with the County, the State, or any political subdivision of the State, shall be eligible to have his or her balance of sick leave converted to cash, under the provisions of Section 1, as if the Employee had retired on the date of death. The payment shall be made to the Employee's spouse, or, if none, to the Employee's estate.

ARTICLE 32
OTHER PAID LEAVE; VERIFICATION

Section 32.1. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror for a period not to exceed fifteen (15) work days. Any additional jury duty pay will be at the discretion of the Employer.

Section 32.2. An Employee testifying as a witness pursuant to a lawful subpoena of a court or agency, in a proceeding in which the Employee is not a party, shall receive his or her regular pay less any compensation received as a witness for the period of such testimony.

Section 32.3. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed, in the aggregate, thirty-one (31) days in any calendar year. During such leaves, an Employee shall be paid his or her regular pay in addition to any compensation earned in the pay period by reason of such military service.

Section 32.4. Wellness Incentive Program.

A. The Wellness Incentive Program allows full-time Employees to convert a specific amount of accrued unused sick leave from the previous twelve-month period (January 1 through December 31) to either a cash payment or to an equal number of Personal Leave hours. Cash payments will be at 75% of the total value of converted hours.

B. Once the conversion is made, the hours are eliminated from the sick leave balance. Employees who choose to convert sick leave hours to Personal Leave hours must use

those Personal Leave hours within the next January 1-December 31 wellness period. At the end of that period, any unused converted Personal leave balance will be deleted and there will be no cash payment for those hours.

C. The number of sick leave hours that an Employee uses in a twelve-month wellness period determines the number of hours that you may be eligible to convert. Sick hours that an Employee uses as the result of funeral leave will NOT be counted against him.

D. This is a voluntary program. Even if an Employee is eligible, he does not have to convert hours; instead, an Employee may keep them as part of his accrued sick leave balance.

E. Personal time that was awarded prior to January 1, 2014 can be cashed at 100% of the value or may be carried separately from the time awarded after January 1, 2014.

Sick Leave Conversion Table	
Hours Used Between Jan 1-Dec 31	**Hours Converted to Dollars or Personal Leave**
Use 8 hours or fewer of sick leave	May convert up to 40 hours
Use between 8.25 and 16 hours of sick leave	May convert up to 32 hours
Use between 16.25 and 24 hours of sick leave	May convert up to 24 hours
Use between 24.25 and 32 hours of sick leave	May convert up to 16 hours
Use between 32.25 and 40 hours of sick leave	May convert up to 8 hours

Section 32.5. The Employer shall have the right to demand proof of proper use of any paid leave. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discharge.

ARTICLE 33
UNIFORMS

Section 33.1. The County Engineer will provide suitable work uniforms and footwear for Employees where determined appropriate and as reasonably required. Identification and determination of specific articles of clothing and footwear to be provided, sources of acquisition, and frequency of distribution remains at the discretion of the County Engineer unless otherwise prescribed in this Article.

Section 33.2. The County Engineer shall provide the following items of clothing as below described and in accordance with the schedule provided:

Article of Clothing	Number	Distribution
T-Shirts, with BCEO Logo	8 or 5 Class II if provided	May 1st of each year of the Labor Agreement
Work Uniforms	11	Upon assignment, replaced as needed based on usual wear and tear, long or short sleeve as needed, and laundry service provided at no cost to Employee through County Engineer selected vender.
Headgear Ball cap – summer Sock cap – winter	2	Provided as needed
Sweatshirts	2	Safety colored

*The Employer may, in its discretion, replace items that have been damaged in the course of the Employee's work to the point of not being useable. The Employee must turn in the item to be replaced, and the Employer alone determines whether the item has been damaged to the point of requiring replacement.

Section 33.3. The Engineer shall provide an allowance of $350.00 which is intended to apply to an employee's boot and outerwear needs. The initial allowance shall be paid as soon as practicable after ratification of the Agreement. Subsequent payments shall be made annually in the first pay period in September.

Section 33.4. Suitable footwear will be the responsibility of the individual Employee and will meet safety requirements as determined by the County Engineer.

Section 33.5. Care, cleaning, and reasonable maintenance and mending of the issued uniform will be the responsibility of the County Engineer. Determination of what constitutes proper care, cleaning, and reasonable maintenance and mending of the issued uniform is at the discretion of the County Engineer. Any care or repair beyond reasonable cleaning and wear and tear will be the responsibility of the Employee wearing the uniform.

Section 33.6. Uniforms and issued clothing remain the property of the County Engineer and will not be misused and abused. Personnel in uniform are subject to inspection of such uniform while in use to determine compliance with this article and will perform corrective action when so directed.

Section 33.7. Uniforms, related clothing, and footwear may be worn for travel between home and work and for convenience stops while en route, but may not be worn for purposes not directly related with the performance of County Engineer work. Employees will not engage in any activity while wearing the uniform or related items that may bring discredit upon the Office of the County Engineer.

Section 33.8. Uniforms will be replaced as set forth within this article or when damaged beyond repair in the course of an Employee's assigned duties.

Section 33.9. Probationary Employees newly hired or Employees who are transferred or reassigned positions requiring uniforms will be issued uniforms and appropriate outerwear as soon as feasible. For those Employees, the County Engineer will determine appropriate dress as the situation and season warrants.

Section 33.10. Employees who terminate their employment or transfer to a non-uniform position within the agency will turn into their supervisor all items of issued clothing.

Section 33.11. The wearing of the uniforms is mandatory if the Employee elects to take a uniform. Employees who report to work and are not in proper uniform, except for emergency situations as determined by the County Engineer, will not be permitted to begin work. Such Employees will be permitted to return home and return at a later designated time, and such absence will be without pay. Repeated failure to report properly attired will result in disciplinary action.

Section 33.12. It is the responsibility of the Employee to inspect issued uniforms, identify items for replacement, obtain replacements, insure cleanliness and proper fit, and possess proper and sufficient uniform items required for work reporting. Requests for replacements will not be unreasonably denied.

Section 33.13. No badges, labels, advertisements, logos, or other symbols or markings reflecting support of, affiliation with, membership in, preference for, or support of any activity, cause, product, business activity, or social issue may be worn on any item of clothing by any Employee of the County Engineer while performing work for or representing the County Engineer other than that identifying the individual as an employee of the County Engineer. Items of clothing not believed to properly represent the agency may be disapproved. All clothing items issued by the County Engineer or paid for by the County Engineer shall be clearly marked, where deemed appropriate, so as to identify the wearer as County Engineer employee. Nothing may be worn on or over the uniform or provided clothing or footwear other than that approved or prescribed by the County Engineer. All undergarments of varying sleeve lengths must not extend beyond the sleeve length of the issued uniform shirt.

Section 33.14. The Union may raise concerns over the adequacy of tools available for the use of Employees, as well as maintenance of tools, in the Labor-Management Committee.

ARTICLE 34
MILEAGE AND TRAVEL REIMBURSEMENT

Section 34.1. In accordance with the travel reimbursement policy adopted by the Board of County Commissioners for County employees generally, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate of $.30 per mile, or such higher rate as the Board of County Commissioners may adopt as part of such policy. Travel between the Employee's home and work site is not reimbursable.

Section 34.2. Employees shall be entitled to other travel and expense reimbursement provided County employees generally pursuant to the policy adopted by the Board of County Commissioners.

ARTICLE 35
WAGES

Section 35.1. Effective the first full pay period beginning September 5, 2015, all Employees in the positions of Highway Service Workers, Mechanics, Heavy Equipment Operators and Clerk Maintenance shall receive two percent (2%) across-the-board increase at all pay ranges and steps as shown in Schedule 1 (now Schedule 3). At this same time, Step 2 is eliminated and Step 1 – Entry Level shall become $18.00 for Highway Service Workers, $19.16 for Mechanics/Heavy Equipment Operators/Clerk Maintenance, and $14.25 for Reception, which would include the referenced 2%, except for the Receptionist classification.

Section 35.2. Effective the first full pay period following July 1, 2016, all Employees in the positions of Highway Service Workers, Mechanics, Heavy Equipment Operators and Clerk Maintenance shall receive two percent (2%) across-the-board increase at all pay ranges and steps as shown in Schedule 2. At this same time, Step 2 is eliminated and Step 1 – Entry Level shall become $18.36 for Highway Service Workers, $19.54 for Mechanics/Heavy Equipment Operators/Clerk Maintenance, and $14.25 for Reception, which would include the referenced 2%, except for the Receptionist classification.

Section 35.3. Effective the first full pay period following July 1, 2017, all Employees in the positions of Highway Service Workers, Mechanics, Heavy Equipment Operators and Clerk Maintenance shall receive two percent (2%) across-the-board increase at all pay ranges and steps as shown in Schedule 3. At this same time, Step 2 is eliminated and Step 1 – Entry Level shall become $18.73 for Highway Service Workers, $19.93 for Mechanics/Heavy Equipment Operators/Clerk Maintenance, and $14.25 for Reception, which would include the referenced 2%, except for the Receptionist classification.

ARTICLE 36
TUITION REIMBURSEMENT

Section 36.1. The Employer shall offer a program of tuition reimbursement for full-time Employees on the same terms and conditions and qualifications applicable to non-bargaining unit Employees of the Butler County Engineer's Office.

ARTICLE 37
LIFE AND HEALTH INSURANCE

Section 37.1. The Employer will continue to provide the same life and health insurance coverage provided by the Butler County Board of Commissioners to its other County employees during the term of this Agreement.

Section 37.2. An Employee whose spouse or dependent is presently covered by medical insurance from any other source is not eligible for family coverage under this Article; provided, however, that if that spouse or dependent ceases to be covered, the Employee becomes eligible for family coverage under the terms and conditions applicable to other County employees. It is the duty of the Employee to notify Management of any loss of coverage.

Section 37.3. The Employer shall provide to all bargaining-unit Employees a prescription-drug card benefit to the same extent and with the same deductible as is provided to other County employees.

ARTICLE 38
AMENDMENT

Section 38.1. The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement embodies all applicable provisions relating to Employees covered. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any subject matter referred to or covered by this Agreement. The Employer and the Union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

ARTICLE 39
SAVINGS CLAUSE

Section 39.1. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 39.2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

ARTICLE 40
COPIES OF AGREEMENT

This Agreement will be printed and the cost of such printing shall be borne by the County. Each Employee and newly hired Employees after completion of their probationary period shall be provided with a copy.

ARTICLE 41
WAIVER IN CASE OF EMERGENCY

Section 40.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Butler County Commissioners, or the Butler County Sheriff, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

A. Time limits for the Employer's or the Union's replies on grievances; and

B. All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

Section 40.2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which the grievance(s) had properly progressed.

ARTICLE 42
DURATION

Section 42.1. This Agreement shall become effective as of ratification by the Union membership and the Board of County Commissioners, and shall continue in effect until June 30, 2018.

Section 42.2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

SIGNATURE PAGE

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER CINCINNATI/NORTHERN KENTUCKY AIRPORT AND MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO LOCAL UNION NO. 100

Al Kroger
Business Representative, Teamsters Local 100

Jody Bennett
Bargaining Team Member

Steve Bader
Bargaining Team Member

BUTLER COUNTY ENGINEER

Gregory J. Wilkens
Engineer

Frederick J. Stitsinger
Deputy for Administration

Scott L. Bressler
Deputy for Operations

Roger Johnson
Operations Manager

Donald L. Crain
Special Labor Counsel

APPENDIX I
BARGAINING UNIT CLASSIFICATION SERIES

Classification Series Title	**Classification Title**
Operations Group	Mechanic Heavy Equipment Operator Highway Service Worker
Clerks Group	Clerk/Maintenance
Receptionist Group	Receptionist

SCHEDULE 1 (2%)

Effective the first full pay period beginning September 5, 2015.

HIGHWAY SERVICE WORKER

Entry	3 years	6 years	15 years
$18.00	$20.87	$22.65	$22.89

MECHANIC/ HEAVY EQUIPMENT OPERATOR/ CLERK MAINTENANCE

Entry	3 years	6 years	15 years
$19.16	$21.90	$23.77	$23.99

RECEPTIONIST

Entry	3 years	6 years	15 years
$14.25	$17.00	$19.95	$20.16

SCHEDULE 2 (2%)

Effective the first full pay period following July 1, 2016.

HIGHWAY SERVICE WORKER

Entry	3 years	6 years	15 years
$18.36	$21.29	$23.10	$23.35

MECHANIC/ HEAVY EQUIPMENT OPERATOR/ CLERK MAINTENANCE

Entry	3 years	6 years	15 years
$19.54	$22.34	$24.25	$24.47

RECEPTIONIST

Entry	3 years	6 years	15 years
$14.25	$17.00	$19.95	$20.16

SCHEDULE 3 (2%)

Effective the first full pay period following July 1, 2017.

HIGHWAY SERVICE WORKER

Entry	3 years	6 years	15 years
$18.73	$21.71	$23.57	$23.81

MECHANIC/ HEAVY EQUIPMENT OPERATOR/ CLERK MAINTENANCE

Entry	3 years	6 years	15 years
$19.93	$22.78	$24.73	$24.96

RECEPTIONIST

Entry	3 years	6 years	15 years
$14.25	$17.00	$19.95	$20.16

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