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Agreement

Between The

Licking County Engineer's Office

And

Teamsters Local Union 637

Expiration: September 30, 2018

SERB Case No.:

2015-MED-07-0651

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE & RECOGNITION 1

ARTICLE 2 NO STRIKE/NO LOCKOUT 1

ARTICLE 3 CONTRACT CONSTRUCTION 2

ARTICLE 4 DUES DEDUCTIONS 2

ARTICLE 5 UNION REPRESENTATION/BULLETIN BOARD 4

ARTICLE 6 MANAGEMENT RIGHTS 5

ARTICLE 7 SUBCONTRACTING 7

ARTICLE 8 WORK RULES 7

ARTICLE 9 LABOR MANAGEMENT MEETINGS 7

ARTICLE 10 GRIEVANCE PROCEDURE 8

ARTICLE 11 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS 11

ARTICLE 12 PROBATIONARY PERIOD 12

ARTICLE 13 SENIORITY 13

ARTICLE 14 JOB POSTING 14

ARTICLE 15 LAYOFF AND RECALL 15

ARTICLE 16 MEDICAL EXAMINATIONS 16

ARTICLE 17 SICK LEAVE 17

ARTICLE 18 DISABILITY LEAVE BENEFIT 20

ARTICLE 19 HOLIDAYS 22

ARTICLE 20 VACATION LEAVE 23

ARTICLE 21 PERSONAL LEAVE 24

ARTICLE 22 JURY DUTY/COURT LEAVE 25

ARTICLE 23 LEAVES OF ABSENCE 25

ARTICLE 24 HEALTH INSURANCE 25

ARTICLE 25 HOURS OF WORK AND OVERTIME 26

ARTICLE 26 WAGES AND BENEFITS 27

ARTICLE 27 CALL-IN PAY 28

ARTICLE 28 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS AND WAIVER28

ARTICLE 29 EXECUTION 29

APPENDIX A – Wage Rates 30

ARTICLE 1 PREAMBLE & RECOGNITION

Section 1.1 Purpose This Agreement is made by and between the Licking County Engineer's Office, (hereinafter "Employer", or "Engineer"), and the Teamsters Local Union No. 637, International Brotherhood of Teamsters (hereinafter "Union").

The parties' purpose in entering into this Agreement is to establish wages, hours, terms and other conditions of employment for bargaining unit employees as set forth in this Agreement, and this agreement is also made for the purpose of promoting cooperation and harmonious labor relations between the County, members of the bargaining units, and Local 637.

Section 1.2 Bargaining Unit As certified in SERB Case No. 98-REP-03-0058, the bargaining unit is as follows:

> Inclusions: The Employer recognizes the Union as the sole and exclusive representative for all full-time employees who work full time in the classifications of Highway Maintenance Worker I, II, III and IV, Mechanic I, II and III, Welder I, and Welder II.
>
> Exclusions: All management, supervisory, confidential, seasonal and casual employees as set forth in Ohio Revised Code Chapter 4117, all other classifications not specifically listed as included.

ARTICLE 2 NO STRIKE/NO LOCKOUT

Section 2.1 General Responsibilities of Parties Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Licking County.

Section 2.2 No Strike The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline. The Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

Section 2.3 Lockout Prohibited During the term of this Agreement the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

ARTICLE 3 CONTRACT CONSTRUCTION

Section 3.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
B. To provide for the peaceful and equitable adjustment of differences which may arise;
C. To attract and retain qualified employees;
D. To insure the right of every employee to fair and impartial treatment; and
E. To establish responsibilities of employees and assurances of performances by employees.

Section 3.2 Conformity to Law and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County.

Section 3.3 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, provisions of Revised Code Section §325.19 and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to any issue or matter addressed in this Agreement or to employees in the bargaining unit.

Section 3.4 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4 DUES DEDUCTIONS

Section 4.1 Dues/Fees Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues, initiation fees, re-initiation fees, and/or uniformly levied assessments. The Union will notify in writing, the Engineer and County

Commissioners annually each January of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues/fees deductions. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues/fees deduction payments to the Union when a member:

(1) resigns or is separated from Employer employment;
(2) is laid off from Employer employment;
(3) provides written revocation of dues deduction authorization submitted by the employee to the Employer;
(4) is on an unpaid leave of absence when the dues deduction would otherwise be due;
(5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and
(6) when the employee is no longer a member of the bargaining unit.

Section 4.2 Error in Deduction It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 4.3 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc., regarding dues, fees, fair share fees, etc., collected on behalf of the Union by the Employer.

Section 4.4 Fair Share Fee Any employee who is not a member of the Local 637 shall pay the Local 637, through payroll deduction, a contract service fee or fair share fee for the duration of

this Agreement. This provision shall not require any employee to become or remain a member of the Local 637, nor shall the fee exceed the dues paid by members of the Local 637 in the same bargaining unit. The Local 637 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are member of the Local 637 less each non-member's proportionate share of the amount of the Local 637's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the Local 637's use of such fee, deductions shall continue, but the Local 637 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09 (C) and other appropriate provisions of the federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

ARTICLE 5 UNION REPRESENTATION/BULLETIN BOARD

Section 5.1 Employee Representatives The Employer agrees to recognize three (3) employees as steward for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and stewards of the bargaining unit and of any changes which may occur. The steward shall have no authority to take any action interrupting the Employer's business. If the Employer requests or approves a request for a steward's presence at a meeting then the steward shall be considered on work time to the extent of his normal work hours but in no event will a steward receive overtime for Union business or meetings. Stewards may not use County vehicles or equipment for Union business without prior permission from the Engineer (or designee). Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time. However, Union business of a de minimus nature, such as submitting grievances but not including investigation of grievances, may be conducted on County time. Prior to release, the employee must have supervisor approval.

Section 5.2 Union Representatives The President or designee of the Local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee which approval shall not be unreasonably denied. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.3 Bulletin Boards The Employer shall provide bulletin boards and furnish space for said bulletin boards at each facility for use by the Union to enable members of the bargaining unit to see notices posted thereon. All notices shall be posted by an officer of the Local and shall relate to items of interest to the members as set forth below. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union Recreational and Social Activities;
B. Notice of Union Meetings;
C. Union Appointments to Committees;
D. Notice and Results of Union Elections;
E. Reports of Standing Committees of the Union;
F. Rules or Policies of the International Union or other Labor Organizations with which the Union is affiliated.
G. Final results of Grievance Procedures may be posted with the permission of the affected employee.

All other notices of any kind not covered by this section must receive the prior approval of the Employer.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Highway Department of Licking County. The rights of the Employer shall include, but not be limited to his rights to establish, change or abolish policies, practices, rules or procedures for the conduct of the Highway Department, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 6.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure.

B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;

F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine

staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;

G. Determine the overall mission of the office as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Office as a governmental unit;

J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;

K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;

L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;

M. The right to maintain the security of records and other pertinent information;

N. The right to determine and implement necessary actions in emergency situations;

O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of qualify and performance to be maintained; and

P. The right to determine the Highway Department goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively meet these purposes.

Section 6.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 6.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically

abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 SUBCONTRACTING

Section 7.1 Subcontracting In the event the Employer determines to layoff an employee(s) as a result of subcontracting, the Employer shall provide the Union thirty (30) days' notice prior to the expected date of layoff. Following the notification by the Employer and the making of a demand by the Union, the parties shall meet and confer to consider proposed methods or procedures for the possible retention of the subject work by bargaining unit members and/or the avoidance of layoffs.

ARTICLE 8 WORK RULES

Section 8.1 Work Rules While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing work rules shall be made available to all members. The Employer agrees that new or revised work rules shall be provided to members and the Local Union two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the view of the bargaining unit regarding a new or revised work rule to the Engineer (or in his absence, his representative) the Union may raise the issue within two (2) weeks after the members and Union are notified of new or revised work rules. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances.

ARTICLE 9 LABOR MANAGEMENT MEETINGS

Section 9.1 Purpose It is the desire of the Employer and Local 637 to maintain the highest standards of safety and professionalism in the Department.

Section 9.2 Committee Composition and Meetings For this purpose, a labor-management committee shall be established. The committee shall consist of three (3) management members designated by the Employer, in addition to the County Engineer and three (3) labor members designated by the Union. In addition to the Union Business Representative, additional parties may attend labor-management meetings if their presence is appropriate to discuss the issue(s) raised and the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually agreed times, at intervals either party may request, but not more frequently than quarterly unless mutually agreed. Meetings shall be closed to the public. The issues to be discussed must be submitted in writing at least two (2) business days before the meeting.

Section 9.3 Health and Safety Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods of their employees. The employee(s) accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe

working conditions, when a report is made by the employee a written response will be provided with a copy to the Union. The supervisor will attempt to correct any which are found and see that the safety rules and safe working methods are followed by employees. Issues regarding safety may be raised through the labor-management committee.

Section 9.4* Modifications to Duties Assigned Classifications When there is a substantial modification in the assignment of duties to positions within the classifications in the bargaining unit that the parties agree to discuss the impact of those assignments of new duties. It is understood that the State Employment Relations Board retains exclusive jurisdiction over the final determination of the bargaining unit description. It is also important that the parties understand that there may be modifications in responsibilities and duties for positions that do not create a new job classification but are appropriate for discussions between the parties. To that end, the parties agree that they will discuss in Labor-Management meetings, issues raised by the Union or employees in the event there are substantial change or modification of duties and responsibilities assigned specific positions in the bargaining unit. It is understood that there would need to be new duties not previously performed by a classification to be the threshold standard and that these modifications would not be incidental but would be at a level of at least ten percent (10%) modification in the duties performed by a particular classification. In the event that there is such modification the parties agree that either party may request the issue to be discussed in Labor-Management

Section 9.5 Equipment Training Training on various pieces of equipment will be provided for eligible bargaining unit employees on an as needed basis. Eligible employees for both trainers and trainees will be determined by an application/evaluation process. The process will take into consideration experience, qualifications, attendance, work record, supervisory recommendation and willingness to relocate to another work location or crew if necessary.

Training will take place at the main highway facility on Fridays during summer work hours and Saturdays during winter work hours. Trainers will have the option to be paid straight time or time and one-half or receive time and one-half comp time, depending on whether the employee is in an overtime status under the current bargaining agreement, for hours worked during training. Trainees will receive Flex Time for each hour that they receive training.

Section 9.4 6 Matters Not within Agreement, Management Rights Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 6 herein. Decisions of the labor-management committee shall not be a subject to the grievance procedure unless such decisions violate a section of this Agreement.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Grievance Defined, Content, Timeline for Filing The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than fourteen (14) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

A. Aggrieved employee's name, or names of all grievants;
B. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
C. Date and time grievance occurred;
D. The location where the grievance occurred;
E. A description of the circumstances or incidents giving rise to the grievance;
F. Specific provisions of the Agreement violated;
G. Desired remedy to resolve the grievance; and
H. Documentation believed to support the grievance.

Section 10.2 Grievance Procedure

Step One – Immediate Supervisor An employee having a grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the submission of the written grievance to his supervisor. The grievance meeting may include the superintendent and/or assistant superintendent.

A steward, or business agent may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after the meeting with the grievant, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

Step Two – County Engineer Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the County Engineer. The grievant or steward shall also submit at this step any documentation believed to support the grievance. The County Engineer or his designee shall date the form, accurately showing the date his Office received the form.

The County Engineer or his designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward. If requested by the grievant, the business agent may accompany the grievant to the meeting; however, the business agent will be contacted to attempt to schedule a mutually convenient date.

Within seven (7) calendar days of the meeting at Step Two, the County Engineer or his designee shall submit his written response to the grievance.

Step Three – Arbitration If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response (or fourteen (14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service (FMCS) to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternatively strike one (1) name from each from the list. Determination regarding which party shall have the privilege of striking a name from the list shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The FMCS shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

Arbitration proceeding shall be conducted under the voluntary labor arbitration rules of the FMCS/American Arbitration Association, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue or arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the fourteen (14) day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the

American Arbitration Association. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 10.3 Pre-arbitration Meetings Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 10.4 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

Section 10.5 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review or the Department of Administrative Services shall have no authority over matters subject to this grievance and arbitration procedure.

ARTICLE 11 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 11.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for cause.

Section 11.2 Methods of Progressive Discipline Depending upon the severity of the infraction, the disciplinary steps may include some or all of the following:

1. Verbal Reprimand
2. Written Reprimand
3. Working Suspension
4. Suspension
5. Demotion
6. Discharge
7. Other Mutually Agreed Discipline

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced

discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

Section 11.3 Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time–off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Engineer, or his designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. The employee may waive, in writing, the pre-disciplinary conference.

Section 11.4 Appeals of Discipline Employees may file grievances of suspensions, demotions, and discharge. Grievances must be appealed directly to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not grievable. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy.

Section 11.5 Employee Personnel Files An employee shall have access to his or her personnel folder, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and the Employer. The employee may be accompanied by a Union representative at such inspection.

All discipline actions of record will be removed from the employee's personnel record and shall be of no further force and effect after twelve (12) months for reprimands and twenty-four (24) months for all other discipline provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs.

All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action, promotional consideration or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

In the event an employee disagrees with a reprimand or record in his/her personnel record file, he/she may write a letter of dispute outlining the reasons for disagreement, to be placed with such record in his/her file.

ARTICLE 12 PROBATIONARY PERIOD

Section 12.1 Requirement to Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be

required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the Licking County Engineer's Office – Highway Department and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for probationary unless expressly granted, in writing, by the Employer at its discretion.

Section 12.2 Length of Probationary Periods The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of 180 days.

Employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of sixty (60) days from the date the employee is designated as receiving the new classification. Any other time worked in the classification shall not count toward the probationary period.

Employees selected for a position as a HWM IV must successfully complete training/work experience of 120 hours operating a Gradall OR 120 hours operating a Road Grader OR 120 hours operating an Excavator. The hours operating the equipment shall be as designated by the supervisor. Employees selected for HWM IV vacancy shall not serve a separate probationary period but must successfully complete the training/work experience prior to receiving the pay grade for HWM IV.

The probationary periods may be extended by the Employer by a period of up to 60 days provided the Employer indicates to the employee the reasons for the extension.

A probationary employee who has lost work due to illness or injury for more than five (5) work days (cumulative) shall have his probation period extended by the length of the illness or injury.

Section 12.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

ARTICLE 13 SENIORITY

Section 13.1 Accrual of Seniority Seniority, for purposes of this contract, shall only be based on service with the Licking County Engineer's Office – Highway Department. Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement.

Section 13.2 Laid Off Employees Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

Section 13.3 Break in Seniority The following circumstances shall constitute a break in seniority.

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than eighteen (18) months;
D. Failure to return to work after notice of recall from layoff;
E. Failure to return to work at the expiration of a leave of absence;
F. Resignation when employee is not re-employed or reinstated within thirty-one (31) calendar days.

Section 13.4 Posting of Seniority List The Employer shall post, at least once every twelve (12) months, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate. A copy of the seniority list will be mailed to the Union.

Section 13.5 Tie Breaker on Seniority List Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to the first letter of their last name.

ARTICLE 14 JOB POSTING

Section 14.1 Vacancy Defined A vacancy occurs when the Engineer intends to fill an existing full-time bargaining unit job or when the Engineer intends to create a new position within the bargaining unit. It is the policy of the Engineer, when filling vacancies in the bargaining unit, to give all qualified applicants consideration and the opportunity to apply for vacant positions. Nothing in this Article shall be construed as limiting the Employer's authority to employ persons from outside the Department to fill the vacancy.

Section 14.2 Criteria for Selection Criteria to be utilized in reviewing qualified applicants' shall include the applicants previous work record, job performance, experience, qualifications, and attendance. Each of these factors is not necessarily given equal weight. Vacancies shall be filled with the most qualified candidates as determined by the Engineer. All things being equal, seniority shall prevail.

Section 14.3 Notice of Vacancy When it is determined that a vacant position is to be filled, a notice of vacancy shall be posted for ten (10) working days at each headquarters. The notice shall include the title of the position, the rate of pay for the position, and where possible, a description of the duties of the position. Within 14 days after the posting is closed, the Employer will post the selection.

Section 14.4 Temporary Job Assignments All temporary job assignments to be in place one week or more will be offered by seniority to those employees that have received all training to be qualified as set forth in Article 9 of this Agreement first, then to all other employees by seniority. The Employer shall have one (1) working day to assign the work by seniority.

Section 14.5 Applications Persons wishing to apply for the posted vacancies shall file their applications during the posting period. The Engineer shall not be required to consider applications received after the posting period.

Employees desiring the opportunity to be considered for vacant positions must apply, in writing, for vacancies. Employees must keep their personnel files current with any information which would reflect their skills and abilities. Employees desiring consideration of additional information (e.g., education, training, experience) must submit such with their application for a vacancy.

Section 14.6 Limit on Bids Employees in their probationary period or who have received a promotion in the period six months prior to the posting date of a position are not eligible for consideration for a promotion.

Section 14.7 Testing Methods The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 14.8 Notice to Applicants Once the selection has been made, the Employer will notify all applicants in writing of the selection.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1 Reason for Layoff and Notification of Layoff The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 15.2 Layoff and Period of Recall The Employer shall determine in which classifications layoffs will occur. Employees shall be laid off beginning with the part-time employees then in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Engineer's Office in the bargaining unit classification affected by the layoff may displace into other equal or lower paid classification positions in the unit according to their overall bargaining unit seniority, provided they are qualified to perform the work (i.e., demonstrated abilities known by the Engineer prior to announcement of layoff (e.g., training, certification, etc.). Laid off employees shall have the right to recall to a position in their former classification for a period up to eighteen (18) months from date of layoff.

Section 15.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If

there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 15.4 Time Limits for Recall and Return from Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Engineer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for eighteen (18) months from the effective date of layoff to recall to a position in their former classification provided they have maintained any necessary certifications for the classification.

Section 15.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 15.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within fourteen (14) days of notice of the layoff.

ARTICLE 16 MEDICAL EXAMINATIONS

Section 16.1 Examinations – General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

Section 16.2 Health and Safety Examinations are intended to guard the health and safety of employees or the public and will be ordered as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.

Section 16.3 Examinations – Appeals The Employer may require an employee to take an examination conducted by a physician, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request to use available sick leave or vacation leave or be placed on disability leave with the right to return within one year from the initial date of absence due to the disability. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician

chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 16.4 Ability to Perform Employees requesting return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work.

Section 16.5 Refusal to Submit to Exam Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 16.6 Use of Leaves If an employee, after examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible).

Section 16.7 Leave Status or Disability Separation If an employee refuses to go on disability leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability separation. The disability leave period includes all time an employee received leave or disability leave benefits as well as unpaid time. Such leave shall continue for a period of one (1) years unless the employee is certified as being able to return to work by a physician of the employee's choice. If the employee is not able to return to work by the end of that one (1) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 16.8 Costs of Exams Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 17 SICK LEAVE

Section 17.1 Sick Leave Credit All full-time permanent employees in active pay status during the first period in December, (known hereafter as the annual base pay period) shall receive fifty-six (56) hours of sick leave credit per year.

If the employee is in a no pay status at the beginning of the annual base pay period or is newly appointed after the annual base pay period, the yearly sick leave credit shall be reduced by 2.1 hours for each full or part pay period that has elapsed since the beginning of the annual base pay period but prior to the pay period in which the employee returns to work.

An employee who separates during the year shall receive a reduction of 2.1 hours for each remaining pay period between the period in which he/she separates and the next annual base pay period. This may result in the reduction of other pay or leave conversions due if the sick leave reduction at the time of separation results in a negative balance.

An employee who is not a full-time permanent employee shall accrue 2.1 hours of sick leave credit for each 80 hours of completed service. No sick leave credit shall be credited for overtime hours.

An employee who previously worked for another public agency (state, county, municipal, or state public school system) and is subsequently employed by this Department shall be credited with the unused balance of his/her accumulated sick leave, provided such re-employment takes place within ten (10) years of the date on which the employee last separated from public service and further provided the sick leave was not converted at prior employment. The employee must provide written documentation within thirty (30) days of initial employment for the credit.

Section 17.2 Sick Leave Usage Sick leave will normally be charged in minimum units of one hour. In cases of termination of service, sick leave may be paid in minimum units of tenths of an hour. An employee will be paid for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings, or a maximum of eighty (80) hours per pay period.

Sick leave shall be granted upon approval of the responsible supervisor for the following reasons: personal illness, pregnancy, injury, exposure to a contagious disease which would be communicated to other employees; or due to illness or injury, in the employee's immediate family. Immediate family for use of sick leave shall only include the employee's spouse, child (including step), and parent. For immediate family member illness or injury the employee's presence must be medically necessary.

The exact nature of the cause of sick leave request must be explained by the employee.

If an employee requesting sick leave visits a doctor, the employee shall submit written verification from a doctor. At the discretion of the Employer, if the employee is absent more than three (3) days when on a five day, 8 hour schedule and two (2) work days on a four day, 10 hour schedule, and requests sick leave, a doctor's statement may be required.
Employees failing to comply with sick leave rules and regulations will not be paid. Application for sick leave with intent to defraud will result in dismissal and refund to the County of salary paid during such sick leave. All sick leave is subject to verification even if approved by a supervisor.

Section 17.3 Payment for Sick Leave Used When sick leave is used by an employee the fifty-six (56) hours of new sick leave credit during the current annual base period must be used first. After all the new sick leave hours have been used during the year in which they were credited, additional sick leave used will be charged against available old accumulated sick leave hours. Any sick leave carried over from previous public employment shall be the last sick leave hours after all sick leave accumulated with the County has been used. All sick leave will be paid at the employee's base rate of pay.

Section 17.4 Cash Conversion or Carry Forward at Year's End Full-time permanent employees have three (3) options concerning any unused portion of their sick leave at year's end.

Employees shall notify the Engineer in writing each year by December 1st of the option they wish to exercise. These options are:

1. Carry forward the balance of sick leave credit credited for that year. Hours carried forward will be added to old accumulated sick leave hours, and if used will be paid at 100%. Hours carried forward may only be converted to cash upon separation due to retirement or death.

2. Receive a cash benefit conversion for the unused balance of sick leave credit granted for that year to a maximum of 56 hours. Cash benefit conversion is available only to those employees who will have a minimum of eighty (80) hours accumulated sick leave after conversion. Cash benefit conversions shall be equal to one (1) hour of the employee's total rate of pay for every two (2) hours of unused sick leave credit that is converted. Cash benefits will be paid the same pay period that includes the first day of December, but shall not be subject to retirement system contributions by either the employee or Employer.

3. Carry forward a portion of the balance of sick leave credit granted for that year and receive cash benefit conversion for the balance of the sick leave credit.

The options listed above can be utilized only for sick leave credited an employee in the year in which the credit is given. Sick leave credit balances that are carried forward are excluded for further cash benefits, except upon separation due to retirement or death. If the employee fails to utilize or choose one of the sick leave conversion options, sick leave credit granted for that year will automatically be carried forward.

Section 17.5 Conversion of Sick Leave at Separation, Due to Retirement or Death
Employees are eligible for sick leave conversion cash benefit upon separation from service due to retirement or death. In order to be eligible for the conversion benefit, an employee must have at least one (1) year of full-time County Service with the County Engineer prior to retirement or death.

If an employee wishes to convert less than the total of the accumulated unused sick leave to cash, he/she shall designate, in writing, the percentage or portion of unused sick leave credit accumulated that is to be converted to cash. If no designation is made, the entire amount of credit shall be converted to cash.

All hours of unused sick leave shall be made at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated sick leave and shall not be subject to retirement system contributions by either the employee or the Employer.

If an employee transfers accumulated unused sick leave from another government agency, those hours transferred will be paid under the December 31, 1978 policy at 25% of the accumulated hours, with a maximum payment being equal to thirty (30) days pay.

Section 17.6 Sick Leave Misuse or Abuse Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick leave may be used only for the purposes stated in this Article. Any misuse or abuse of sick leave, including falsification of sick leave records, or violation of policies established by the Employer, or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment or appointments for the employee pre-approved by the Employer which is verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use". Employees shall make reasonable efforts to schedule doctors/dentist, etc., appointments outside regular work hours.

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal.

Section 17.7 Funeral Leave In the event of a death of a family member, the employee will be granted three (3) days off with pay to attend the funeral of the immediate family member without such time being charged against earned sick leave. Family members shall be defined as (step) parents, (step) brother, (step) sister, child, spouse, spouse's child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of the employee's parent. Employees will be eligible for one (1) day off with pay to attend the funeral of aunt, uncle and grandparent-in-law. Additional days necessary, up to two (2), to attend the funeral or related matter will be charged to vacation, personal leave, or sick leave balances, as the employee chooses.

ARTICLE 18 DISABILITY LEAVE BENEFIT

Section 18.1 Eligibility All full-time permanent employees who have completed one year of continuous service, and have suffered an injury or serious illness are eligible for disability benefits. Disability leave is available once the employee establishes their eligibility for Family Medical Leave.

Section 18.2 Reduction in Classification If an employee has been diagnosed by a licensed physician as being unable to perform his normal duties, but able to perform duties of a lesser classification, the employee must accept a temporary reduction in classification if so offered by the County Engineer. If such reduction continues for a period of time longer than 120 calendar days the employee will be required to assume the rate of pay of the lesser classification. If no such classification is offered, the employee is eligible to request disability leave benefits at the level set forth in this Article.

Section 18.3 Written Request All requests for disability shall be in writing and submitted to the County Engineer, who shall have the discretion to determine whether or not the request shall be approved. All written requests must be accompanied by a written evaluation from a licensed physician which states the employee's condition and approximate length of time the employee is expected to remain away from work. The County Engineer may require the employee to submit to a medical examination, pursuant to the procedures set out in Article 23, prior to determining whether or not to grant a request for disability leave.

Denial of a disability leave will be in writing from the County Engineer.

If the employee needs to be away for a length of time longer than that specified, an additional evaluation by a physician will be required. Any employee who does not return to work on a specified date shall be disqualified from receiving disability leave benefits and may be considered resigned from employment.

Section 18.4 Waiting Period Disability leave benefits shall commence on the first working day following a waiting period of fourteen (14) consecutive calendar days commencing the day following the disability occurrence. The disabled employee will use sick leave (new, then old, then carried over from prior public employment), personal leave and/or vacation according to fulfill the work schedule during the waiting period.

Section 18.5 Leave Supplement The disability benefit shall be 75% of the employee's base rate of pay. Employees shall supplement the disability leave with sick leave (new, then old, then carried over from prior public employment), personal leave and vacation respectively. The employee should indicate so on his/her written request if he intends to supplement the benefit. The amount of hours supplemented shall be sufficient to provide the employee 100% of his pay for the time of disability.

Section 18.6 Length of Eligibility Disability leave benefits shall remain in effect until it is determined by a licensed physician that the employee is no longer disabled or for a maximum of nine (9) months, whichever is earlier. The County Engineer has the discretion to order an employee requesting to return from a disability leave to submit to a medical examination under the procedures set out in Article 23, in order to determine the employee's ability to perform the essential functions of his job.

At any time during a disability leave the Employer may require an employee to submit to a medical examination to determine their fitness for duty for continuation on leave or to return to work, including return to a lesser position. The examination process of Article 23, medical examinations, shall be used but may not be used more frequently than once each thirty (30) days.

Related periods of disability, separated by a return to work of six (6) months or less will be considered as the same disability claim. As long as the employee is off a minimum of fourteen (14) days during the related period of disability, benefits will be payable from the first day of the subsequent disability.

Unrelated periods of disability, separated by a return to work will not be considered as a continuation of the previous period of disability and shall be subject to the written requests provision of Section 11.3. Concurrent periods of disability, whether related or unrelated, will be considered as one period.

Section 18.7 Disability Retirement The County Engineer has the discretion according to the disability retirement provisions of the Public Employees Retirement System, to place an employee on disability retirement if the employee's illness or injury is determined to be permanent by a licensed physician.

The County Engineer may require an employee to submit to a medical examination pursuant to the procedures outlined in Article 23, in order to determine the permanency of the employee's illness or injury. If an employee is placed on a disability retirement he shall have a right to be reinstated to his previous job or a substantially similar job for up to three years if he is released by a licensed physician as being able to perform the essential functions of his previously held job. The County Engineer may require a second opinion medical examination prior to reinstating an employee from a disability retirement.

Section 18.8 PERS Contributions – Insurance Premium PERS and health insurance premiums will continue to be deducted from the employee's paycheck while on disability leave.

Section 18.9 Service Credit – Accrual of Vacation and Sick Leave For the purpose of determining retirement and vacation benefits, the employee's length of service will be uninterrupted while on disability leave. Vacation leave will not accrue while an employee is on disability leave. However, sick leave will be credited and will be available for use while an employee is on disability leave.

Section 18.10 Disability Benefits All full-time permanent employees who have completed one year of continuous service, and have suffered an injury or serious illness are eligible for disability benefits.

If the disability injury or illness is determined to be job related, the waiting period of fourteen (14) calendar days will be waived by the County Engineer. The employee will be placed on disability leave, effective immediately, providing the length of disability will be less than four (4) weeks from the date of injury or illness as determined by the examining physician.

Should the physicians determined length of disability be longer than four (4) weeks the employee will not be placed on disability and will instead file all appropriate paperwork to process a lost wages claim with the Bureau of Workers Compensation.

If the employee, after being approved for disability leave, is determined by a physician unable to return to work at the end of four (4) weeks, disability leave benefits will discontinue and a request will be filed with the Bureau of Workers Compensation requesting lost wages commencing on the first working day after the aforementioned four (4) weeks.

Section 18.11 Examination The County Engineer reserves the right to have any employee, while on disability leave, examined by a physician of the Employer's choice, at the Employer's expense.

ARTICLE 19 HOLIDAYS

Section 19.1 The following holidays will be observed by the Highway Department:

1. New Year's Day
2. Good Friday
6. Veterans Day
7. Thanksgiving Day

3. Memorial Day
4. Independence Day
5. Labor Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas

Section 19.2 Observance of Holidays In the event that any of the holidays would fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays should fall on Sunday, the Monday immediately following shall be observed as the holiday. If an employee's work schedule is other than Monday through Friday, he/she shall be paid holiday pay for the holidays observed on his/her day off, regardless of the day of the week on which they are observed. Employees regularly scheduled for eight (8) hours will be paid eight (8) hours for the holiday. Employees regularly scheduled for ten (10) hours will be paid for ten (10) hours for the holiday.

Section 19.3 Work of Holidays Employees will not normally be required to work on the above specified days, unless, in the opinion of the County Engineer, or his designee, work needs to be performed. Holiday pay does not credit hours worked for overtime, i.e., hours worked. All hours worked on any of the listed holidays will be paid at double (2) times the employee's basic hourly rate of pay. Such payment is in addition to their regular holiday pay.

ARTICLE 20 VACATION LEAVE

Section 20.1 Vacation Leave Each full-time employee of the Office of the County Engineer, after one (1) year of service, is eligible to receive a vacation. Vacation time accrued is based on length of service as defined in Article 13, and is a follows:

Completed Years of Service	Hours Earned Each Year	Weeks	Hours Earned Bi-Weekly
1 through 5 years	80	2	3.1
6 through 10 years	120	3	4.6
11 through 20 years	160	4	6.2
21 through 25 years	180	4½	6.9
26 years and over	200	5	7.7

Any full-time employee who worked less than the normal work schedule for any given bi-weekly pay period will only accumulate vacation time in proportion to the hours actually paid. Part-time employees are not eligible for vacation leave benefits.

Any employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired or rehired by the Employer on or after September 1, 2015, shall not have any of his prior service with the Employer or any county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon he is currently accruing with the Engineer's Office.

Section 20.2 Scheduling, Maximum Accumulation Vacations will be scheduled with Departmental requirements. All vacations must have prior approval of the supervisor or

department head. The maximum vacation balance that any employee may maintain is equal to three (3) times his/her annual accrual rate, the amount set forth above as the annual hours earned. No accumulation will occur when an employee has reached their maximum accumulation.

Section 20.3 Conversions Any employee who separates in good standing from his/her employment with the Office of the County Engineer, and who has accrued any unused vacation at the time of separation, shall be paid for such at their hourly rate of pay.

In the event of death of an employee who has, at the time of death, accrued unused vacation, such vacation time will be paid to the employee's estate and at the rate of pay in effect at the time of death.

Section 20.4 Prior Service In accordance with O.R.C. §9.44, employees will be entitled to prior service credit for time spent with the State of Ohio or any other political subdivision of the State. Certification of prior service will be provided to the County Engineer.

ARTICLE 21 PERSONAL LEAVE

Section 21.1 Credit of Personal Leave Each full-time permanent employee in active pay status during the annual base pay period will be credited with twenty-four (24) hours of personal leave.

If the employee has been in a no pay status since the beginning of the annual base pay period, becomes a full-time employee, or is newly appointed after the base period, the credit shall be reduced by 0.9 hours for each pay period that has elapsed since the beginning of the annual base pay period and before the pay period in which the employee returns to or begins in active full-time permanent pay status.

Section 21.2 Change and Compensation for Personal Leave Personal leave will be charged in minimum units of one (1) hour. Compensation for personal leave shall be at the employee's base rate of pay.

Section 21.3 Use of Personal Leave Personal leave may be used in similar fashion as vacation. Any matter of a personal nature may be eligible for personal leave use. Personal leave must be requested in advance and approved prior to use.

Section 21.4 Credit Conversion or Carry Forward A maximum of twenty-four (24) hours of personal leave not used during the year may be carried forward to the next year. Personal leave may also be converted to cash at the end of the year. Payment will be made for each unused hour at the employee's hourly rate of pay. Staff employees are excluded from this benefit. The maximum number of hours in the personal leave bank shall not exceed forty-eight (48) hours at any time.

Section 21.5 Payment Upon Separation An employee who separates in good standing during the year shall receive a reduction of 0.9 for each pay period remaining between the period in which he/she separates and the start of the next annual base pay period. This may result in the

reduction of other pay due if the personal leave reduction at the time of separation results in a negative balance.

ARTICLE 22 JURY DUTY/COURT LEAVE

Section 22.1 Jury Duty/Court Leave An employee who is subpoenaed for jury duty or to testify in court, will receive regular pay for any regular hours of work missed as a result of such jury duty. All monies received as a result of such jury duty shall be turned over to the County Treasurer's Office prior to receiving court pay.

In order to be paid for jury duty, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time, (except for employees assigned to second shift).

Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

ARTICLE 23 LEAVES OF ABSENCE

Section 23.1 Leave of Absence A member incurring any disability not duty-connected after he or she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

A. The member shall apply for such leave, in writing, to the Employer.

B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.

C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

ARTICLE 24 HEALTH INSURANCE

Section 24.1 Medical Insurance The Employer shall provide medical, dental and life insurance coverage for each employee available for County employees as are enrolled in the County plan.

It is agreed and understood that the schedule of benefits for employees shall be as set forth for all other County employees on the Licking County Health Plan, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment, (where applicable).

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to that carrier/provider.

Section 24.2 Premiums Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 24.3 Flexible Spending Account Furthermore, the parties understood that under the Licking County Health Plan, the County may provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash. It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

Section 24.4 Waiver of Coverage An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually by the Licking County Health Plan.

ARTICLE 25 HOURS OF WORK AND OVERTIME

Section 25.1 General Provisions Overtime work is expensive, and should be kept to a minimum. Any employee working on overtime pay must have express prior approval by supervisory personnel. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services or from establishing the work scheduled of employees. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

Section 25.2 Work Schedule Work schedules for employees will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive

ten (10) hour days and three (3) consecutive days off. The Employer shall designate the start of the work week and work day.

Section 25.3 Lunch Period Each member may take one-half (1/2) hour unpaid for a lunch period. Scheduling breaks are subject to the workload and members must respond to emergency calls when on any break.

Section 25.4 Overtime All members shall be paid 1.5 times their hourly rate for overtime worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. Overtime will be paid for all work performed after eight (8) hours in any twenty-four (24) hour period (midnight to midnight). In the calculation of overtime hours worked in any one work week, time spent on vacation, comp time, paid sick leave and holiday hours is to be considered as hours worked. Overtime pay for hours worked on Sunday will be at the rate of double (2) times the employee's basic hourly rate. Overtime pay for hours worked on legal holidays will be at the rate of double (2) times the employee's basic hourly rate, in addition to the regular day's pay for the holiday. The Employer agrees to meet and discuss overtime assignments with the Union in Labor Management meeting.

Section 25.5 Compensatory Time An employee may elect to take compensatory time off in lieu of pay. Compensatory time will be used at a rate equal to overtime pay. Total compensatory time accumulated will not exceed one hundred twenty (120) hours per annual base pay period (first pay period including December 1 through last pay period prior to December 1. A maximum of one hundred twenty (120) hours compensatory time may be carried over from year to year. An employee will be paid for any unused compensatory time, up to one hundred (100) hours, upon retirement, resignation or termination of employment. If compensatory time is chosen the employee/supervisor must notify the Clerk prior to the preparation of the payroll which includes the overtime hours. Compensatory time will be kept on record and will require supervisory approval prior to usage.

ARTICLE 26 WAGES AND BENEFITS

Section 26.1 Wages Members shall receive the base hourly wage rate for their classification as set forth in the wage scale, Appendix A. Increases in wages for classifications are indicated in Appendix A shall be: 2.0% the first year of the contract; 2.0% the second year of the contract; and, 2.0% the third year of the contract. Increases for classifications in the bargaining unit shall become effective the first day of the first full pay period in January each year.

Section 26.2 Highway Worker Classification

A. Employees may be initially employed at levels 1, 2, or 3 of the highway worker classification.
B. Employees may only be raised to highway worker level 4 if:
   i. the employee possesses a Class A or B CDL,
   ii. the employee has served at least one (1) year in the highway worker classification and
   iii. there is a need, as determined by the Engineer, for the highway worker level 4 position to be filled.

C. Employees with at least 20 years' experience as a highway worker will be paid at level 4 of the highway worker pay rate.

Section 26.3 Mechanic and Welder Classifications The Engineer may originally employ individuals at any pay level in the mechanic and welder classifications.

Section 26.4 Previous Supplements In the 2015 negotiations for the 2016-2018 contract the parties agreed to add to the base rate of pay for all classifications the $.10 per hour shoe and clothing allowance. Additionally, the parties agree that longevity was frozen as of the 2013-2015 contract and that the amounts of longevity pay received by employees at that time would be frozen and grandfathered to only those employees. This was documented in Appendix B of the 2013-2015 contract. It was agreed and understood that no other employees would receive longevity.

ARTICLE 27 CALL-IN PAY

Section 27.1 Call-In Pay Employees called in to work at a time not contiguous to their scheduled hours will receive a minimum of four (4) hours pay for such call-in. In the event such call-in results in more than four (4) hours, the employee will be paid for the hours actually worked.

ARTICLE 28 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS AND WAIVER

Section 28.1 Duration The provisions of this Agreement, unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 p.m. on September 30, 2018.

Section 28.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party. Such notice shall be by certified mail with return receipt requested.

Section 28.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Section 28.4 Waiver Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement

even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 29 EXECUTION

Article 29.1 Execution In witness whereof, the parties have executed this Agreement between Licking County Engineer's Office and IBT Local 637, as of the ___ day of _____, 20__ in Newark, Ohio.

FOR TEAMSTERS LOCAL 637:

Greg Ritterbeck
Sec'y-Treas. IBT Local 637

Susan Jansen, Counsel to Local 637

Gary Wood
Bargaining Committee Member

Steve Smoke
Bargaining Committee Member

Jordan Susil
Bargaining Committee Member

FOR LICKING COUNTY ENGINEER:

Bill Lozier Licking, County Engineer

Amber Cramer, Asst. to Engineer

LICKING COUNTY COMMISSIONERS:

Rick Black, Commissioner

Duane H. Flowers, Commissioner

Timothy Bubb, Commissioner

LABOR ATTORNEY TO LICKING CO.

Jonathan J. Downes
Labor Counsel to Licking County

APPENDIX A – Wage Rates

	2015	2016	2017	2018
Highway Worker		2%	2%	2%
Level 1	$18.30	18.77	19.15	19.53
Level 2	$19.79	20.29	20.70	21.11
Level 3	$20.15	20.65	21.06	21.48
Level 4	$21.09	21.61	22.04	22.48
Mechanic				
Level 1	$20.86	21.38	21.81	22.25
Level 2	$21.96	22.50	22.95	23.41
Level 3	$23.50	24.07	24.55	25.04
Welder				
Level 1	$22.08	22.62	23.07	23.53
Level 2	$22.70	23.25	23.72	24.19

These rates become effective the first day of the first full pay period in January of each year.

JOB DESCRIPTIONS

HIGHWAY MAINTENANCE WORKER (PAY LEVELS 1, 2, 3)

Functions and Duties

Employees in this class are responsible for the repair and maintenance of road surfaces, removal of snow and ice, berms, culverts, ditches, fences, bridges surface, guardrails, flagging and traffic control and the control of road side vegetation. Employees are responsible for the safe and efficient operation of light to medium size maintenance equipment such as single or dual axle dump trucks, with or without snow plows, single axle semi, mower, roller, power broom, bucket truck, paver fork lift, berm box, tractor trailer tandem, front loader, 24,000 lb. BVW trailer, and back hoe.

This class will also perform physical maintenance and repair of county highways using a variety of hand tools. Any other equipment the Engineer deems necessary.

Qualifications: Any combination of education, training and experience which provide the necessary skills, knowledge and abilities to perform the work of this class.

Education: High School Diploma or general education (GED) one (1) to three (3) years' experience with operations of road construction equipment.

Required Certification or License: Commercial Driver's License with air brakes Class B and Ohio driver's license. Employees must maintain the CDL as a condition of employment.

Necessary Skills, Knowledge and Abilities – Essential Functions

Knowledge of the use and purpose of a variety of light to medium size maintenance equipment and construction equipment including safety of operation, load limits, stress limits and light maintenance and repair procedures; knowledge of the laws governing the operation of motorized vehicles; knowledge of simple construction and desired results; knowledge of the use, purpose and proper application of road surfacing materials. Ability to read, understand, and follow written and/ or oral instructions; ability to operate road equipment for long periods of time under various weather conditions; ability to perform heavy manual labor for long periods of time; ability to maintain effective working relationships with other employees, supervisors and general public. Ability and skills to maintain and operate equipment to its full capabilities without supervision.

Maintain regular, punctual attendance.

Unusual Working Conditions:

Works outside exposed to weather (i.e., including rain, lightening, humidity & hot temperatures in summer time & cold temperatures in winter) & ongoing traffic; may work rotating shift; may be on-call 24 hrs., 7 days per week; lifts 50-100 pounds; may be exposed to unpleasant surrounding to include dead animals, containers filled with human waste, diapers, ditches with water & sewage, loud noise from equipment & traffic, confined work area while driving truck

during regular &/or double shift during snow & ice removal or in confined garage space while digging ditches to install pipes or digging holes; may be exposed to insects such as bees, mosquitoes, flies & spiders; may be exposed to rodents to include mice & rats; may be exposed to stray dogs, dirt, dust, fumes, poison ivy/sumac & pollen.. Works outside in all weather conditions; exposed to dust, mud, dirt, fumes, noise & dangerous machinery.

HIGHWAY MAINTENANCE WORKER LEVEL 4

Functions and Duties

The Level 4 Worker must be able to perform all the functions and duties of the Level 1, 2, and 3 Highway Worker. The work of this class also involves the operation of the following pieces of equipment: grader, crane, Distributor, excavator, paver, grade-all, chip spreader, belt loader or recycler.

Qualifications: Any combination of education, training and experience which provide the necessary skills, knowledge and abilities to perform the work of this class.

Education: High School Diploma or general education (GED) (1) year experience in operations of light to medium road maintenance equipment, including performing the duties and meeting the requirements of a highway worker levels 1,2,3. Any other equipment the Engineer deems necessary.

Required Certification or License: Minimum Ohio Commercial Driver's License with air Brakes. Employees must maintain the CDL as a condition of employment.

Necessary skills, knowledge and Abilities – Essential Functions: Knowledge of the use and purpose of a variety of light to medium size Maintenance equipment and road construction equipment including safety of operation, load limits, stress limits and light maintenance and repair procedures; knowledge of the laws governing the operation of motorized vehicles; knowledge of simple construction and desired results; knowledge of the use, purpose and proper application of road surfacing materials. Ability to read, understand, and follow written and/ or oral instructions; ability to operate road equipment for long periods of time under various weather conditions; ability to perform heavy manual labor for long periods of time; ability to maintain effective working relationships with other employees, supervisors and general public. Ability and skills to maintain and operate equipment to its full capabilities without supervision.

Maintain regular, punctual attendance.

Unusual Working Conditions:

Works outside exposed to weather (i.e., including rain, lightening, humidity & hot temperatures in summer time & cold temperatures in winter) & ongoing traffic; may work rotating shift; may be on-call 24 hrs., 7 days per week; lifts 50-100 pounds; may be exposed to unpleasant surrounding to include dead animals, containers filled with human waste, diapers, ditches with water & sewage, loud noise from equipment & traffic, confined work area while driving truck during regular &/or double shift during snow & ice removal or in confined garage space while

digging ditches to install pipes or digging holes; may be exposed to insects such as bees, mosquitoes, flies & spiders; may be exposed to rodents to include mice & rats; may be exposed to stray dogs, dirt, dust, fumes, poison ivy/sumac & pollen.. Works outside in all weather conditions; exposed to dust, mud, dirt, fumes, noise & dangerous machinery.

MECHANIC I

General Description of Work: The work of this class primarily involves the light maintenance and repair of motorized equipment. Employees in this class are directly supervised by a Mechanic Supervisor. Responsibilities include light maintenance and repair of road construction equipment and the completion of written work orders concerning the type of work performed and parts and materials used. Employees may operate equipment as necessary to determine if equipment is operating properly after completing repairs or move equipment to and from the worksite or to assist when necessary. Lifting equipment and parts, moving in and out of vehicles, work in noisy and open spaces. Work requires standing, bending, squatting. Work requires use of hand tools, working in tight spaces, with potentially hazardous motor and vehicle parts, including battery acid and fan blades. There are other working conditions and hazards incumbent with this classification. Employees may be required to work general road maintenance and snow removal.

Qualifications (Entry Level): Any combination of education, training, and experience which provides the necessary skills, knowledge, and the abilities to perform the work of this class.

Education: High School Diploma or general education (GED)

Experience: Six months of experience performing light mechanical repair and maintenance work on motorized equipment.

Necessary Skills, Knowledge and Abilities: Knowledge of the purpose and the use of mechanic's tools and power tools including the use of electrical automotive testing equipment for testing equipment for minor mechanical or electrical problems; knowledge of the general principals of internal combustion engines; knowledge of voltage and current application; read and understand equipment repair manuals; ability to follow directions; ability to perform work independently; ability to use and operate a variety of automotive tools and equipment; ability to use diagnostic equipment; ability to maintain work and parts records; ability to complete written documents accurately; ability to maintain effective working relationships with other employees, supervisors, and the general public. Perform other duties as required.

Maintain regular, punctual attendance.

Required Certification of License: Minimum Ohio Commercial Driver's License. Employees must maintain the CDL as a condition of employment.

MECHANIC II

General Description of Work: The work of this class primarily involves the repair and maintenance of a variety of light, medium, and heavy road construction equipment that includes both diesel and gasoline combustion engines. Employees in this class are directly supervised by a Mechanic Supervisor. Responsibilities include all the duties of a Mechanic I and major and minor repair of engines, transmissions, brake assemblies, and steering as well as the repair of vehicle attachments and electrical systems.

Qualifications (Entry Level): Any combination of education, training, and experience which provides the necessary skills, knowledge, and abilities to perform the work of this class.

Education: High School Diploma or general education (GED) and supplemental, relevant courses in mechanical repair and maintenance.

Experience: One year of experience performing mechanical maintenance and repair on engines and transmissions of heavy equipment powered by gasoline and diesel combustion engines.

Necessary Skills, Knowledge and Abilities: Knowledge of standard practices and tools used in the repair of motorized equipment; knowledge of the principals of internal combustion engines; knowledge of the construction, assembly, adjustment and maintenance of a wide variety of gasoline and diesel combustion engines; knowledge of electrical wiring and repair principals including the use and application of electrical testing equipment; ability to diagnose motor defects; ability to read, understand and follow equipment repair manuals; ability to use and operate a variety of mechanical tools and equipment; ability to prepare brief written reports; ability to operate equipment to test post-mechanical repair; basic knowledge of computerized spreader systems; ability to maintain effective working relationships with other employees, supervisors, and the general public; perform other duties as required.

Maintain regular, punctual attendance.

Required Certification or License: Required Certification of License: Minimum Ohio Commercial Driver's License. Employees must maintain the CDL as a condition of employment.

MECHANIC III

General Description of Work: The work in this class primarily involves the maintenance and repair of a variety of light, medium and heavy road construction equipment that include both diesel and gasoline combustion engines. Employees in this class are directly supervised by the Mechanic Supervisor. Responsibilities include all the duties of the Mechanic I and II and determining repair problems; writing work orders; assigning repair work as well as performing repair work on all equipment.

Qualifications (Entry Level): Any combination of education, training, and experience which provides the necessary skills, knowledge and abilities to perform the work of this class.

Education: High School Diploma or general education (GED) and completion of certified training in the maintenance and repair of gasoline and diesel engines, transmissions, brakes, and electrical system repair on light, medium and heavy road construction equipment.

Experience: 1 year experience as a head or master mechanic that involved major repair of road construction equipment.

Necessary Skills, Knowledge and Abilities: Knowledge of the standard principals, practices, methods, tools and equipment used in the maintenance and repair of gasoline and diesel powered road construction equipment; knowledge of the principals of internal combustion engines; knowledge of electrical wiring and repair principals. Ability to supervise the work of others; ability to diagnose equipment defects and determine proper repair procedures; ability to plan and schedule work effectively; ability to prepare written reports, ability to read, understand and follow equipment repair manuals; ability to use and operate a variety of mechanics tools and equipment; ability to operate equipment to test post-mechanical repairs; extensive knowledge of computerized spreader systems; ability to maintain effective working relationships with other employees, supervisors, and the general public; perform other duties as required. Skill in the use of a variety of mechanical equipment necessary for the repair of motorized equipment.

Maintain regular, punctual attendance.

Required Certification or License: Required Certification of License: Minimum Ohio Commercial Driver's License. Employees must maintain the CDL as a condition of employment.

UNUSUAL WORKING CONDITIONS/HAZARDS FOR MECHANICS AT ALL LEVELS

The incumbent frequently moves 50 pound drums of fluids. In performing automotive repairs the incumbent frequently stands, bends and squats. The incumbent works with and around equipment which could cause serious injury or death, such as a grinder, brake lay, chain saw, dump truck, front end loader, salt spreader, mulcher, hand drills and tools, drill press, table saw, and tire change, etc.

The incumbent frequently manipulates objects in tight spaces, works with potentially hazardous car parts, such as battery acid or fan blades nearby. The possibility exists for getting arms, hands, and fingers caught in tight spaces, for receiving both major and minor cuts, for having items dropped on the incumbent's feet or head, or for having objects such as small fragments of steel or glass fly into the incumbent's eyes, even while wearing safety goggles.

The incumbent works with a variety of hazardous materials, such as Freon, battery acid, antifreeze, motor oil, and gasoline. In addition, the incumbent provides roadside assistance to disabled vehicles, which requires the incumbent to work very close to moving traffic.

The majority of the work is performed in the vehicle repair shop. The shop is often noisy, with power tools and compression equipment frequently being used. In addition, heat and cold regularly enter while the garage doors are being opened or closed. Odors from automobile oil,

tires, and other auto equipment are also present. Maintenance work is performed outside, in a variety of weather conditions. Snowplow operations are always performed in extremely cold weather, very early in the morning.

In addition, the incumbent provides roadside assistance to county drivers in all types of weather.

WELDER LEVEL 1 AND LEVEL 2

General Description of Work: The work of this class primarily involves welding, heating, cutting, shaping, and joining of metal and bulk metal parts necessary for the maintenance and repair of motorized equipment, equipment attachments, bridge flooring plates, and support structures as well as general welding for the repair of holding tanks and metal garage structures. Employees in this class are directly supervised by the Highway Maintenance Superintendent. Employees in this class are responsible for completing work assignments on an individual basis, requiring the use of different welding methods, materials and procedures necessary to achieve the maintenance of equipment, bridge structures, and other related assignments.

Education: High school diploma or general education (GED) supplemented by courses or training in welding.

Experience: Two years of experience as a welder using a variety of welding equipment and techniques.

Necessary Skills, Knowledge and Abilities: Knowledge of methods, procedures, materials and equipment used for welding a variety of metals; knowledge of metals, their use and application to welding. Ability to use welding equipment and materials to achieve desired results; ability to read, understand and follow blueprints, drawings and written instructions; ability to design and fabricate metal parts and components; ability to perform heavy manual labor for long periods of time; ability to develop and maintain effective working relationships with other employees, supervisors and the general public. Skill in the use of welding equipment, tools and metals.

Maintain regular, punctual attendance.

Required Certification or License: Possession of a valid State of Ohio Driver's License and Commercial Driver's License.

UNUSUAL WORKING CONDITIONS/HAZARDS FOR WELDERS AT ALL LEVELS

May be required to work overtime; subject to exposure to fumes, dust, heat & noise; subject to inclement weather; subject to burns, cuts & abrasions; may work on scaffolding; may work on bridges.