



COLLECTIVE BARGAINING

AGREEMENT WITH

AFSCME, OHIO COUNCIL 8

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ARTICLE 1 AGREEMENT

This Agreement is between the Greene County Engineer (the "Engineer") and the Greene County Local #101, Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, (the "Union").

-ADDRESSES-

The "Engineer"

Greene County Engineer
615 Dayton-Xenia Road
Xenia, Ohio 45385

937-562-7500 937-461-9983
FAX #: 937-562-7510

The "Union"

Dayton Regional Office
AFSCME
15 Gates Street
Dayton, Ohio 45402

FAX #: 937-461-9916

ARTICLE 2 PURPOSE

This Agreement, has as its purpose the following:

SECTION 1. Stabilization of Relationship. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

SECTION 2. Adjustment of Differences. To provide for the peaceful and equitable adjustment of differences which may arise.

SECTION 3. Retention of Employees. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Engineer.

SECTION 4. Effective Service. To assure the effectiveness of service by providing an opportunity for employees to meet with the Engineer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable resolutions of the Greene County Commission, State of Ohio Revised Code, State and Federal Laws, and the Constitution of the State of Ohio and the United States of America.

SECTION 5. Employee Rights. To assure the right of every employee to fair and impartial treatment.

SECTION 6. Opportunity to Negotiate. To provide an opportunity for the Union and the Engineer to negotiate as to wages, hours, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1. Enumeration of Specific. The Union shall recognize the right and authority of the Engineer to administer the business of the Department, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Engineer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, except to the extent modified by this Agreement, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs and services; and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force and the Department's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Department budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations.

SECTION 2. Residual. The Union recognizes and accepts that all rights and responsibilities of the Engineer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Engineer.

SECTION 3. Not to be Used to Discriminate. The Engineer agrees not to use these rights to discriminate against an employee or group of employees.

SECTION 4. Subcontracting. During the term of this agreement the Engineer will not contract or subcontract work normally performed by employees covered by this Agreement if employees are on layoffs or would be placed on layoff, unless the affected employees would be unable to perform the work in question due to lack of skills, equipment, schedule requirements or work volume, or the Engineer determines it is more cost effective or efficient to contract the work.

ARTICLE 4 UNION SECURITY

SECTION 1. Membership Availability. The Engineer and the Union agree that membership in the Union is available to all employees occupying a classification as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

SECTION 2. Dues "Check-Off". The Engineer agrees to deduct regular membership dues once a month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Engineer by the Union. Upon receipt of the proper authorization, the Engineer will deduct Union dues from the payroll check for the next pay period in which Union dues are regularly deducted.

SECTION 3. Disclaimer of Responsibility-Re: "Check-Off". It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Engineer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 4. Termination of "Check-Off". The Engineer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with its terms or with applicable law.

SECTION 4.1. Maintenance of Dues Deduction. It is agreed that Union membership is not a mandatory condition of employment. Any bargaining unit employee who authorizes dues deduction on or after February 15, 2001 shall continue to have dues deducted from his/her pay for the duration of this Agreement, except as stated below.

During the period from January 15 through February 15 an employee may revoke his/her authorization for dues deduction. An employee who has revoked his/her authorization for dues deduction during the relevant period shall not be subject to the maintenance of dues deduction provision above.

SECTION 5. Limitation of "Check-Off". The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 6. Errors in "Check-Off". It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 7. Annual Certification by Union Treasurer. The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The Engineer agrees to request the Greene County Auditor to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

SECTION 8. Correction of Deductions. Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Engineer upon written verification of the Union, will make the appropriate deduction from the following pay period in which Union dues are regularly deducted if the total deduction does not exceed the total of two (2) month's regular dues. The Engineer will not deduct more than two (2) month's regular dues from the pay of any Union member, nor will the Engineer deduct more than one (1) month's regular dues for more than one (1) consecutive month.

SECTION 9. Duration of Authorization. Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Engineer and a copy of the written revocation shall be forwarded to the Union.

SECTION 10. Deductions for P.E.O.P.L.E. Fund. The Engineer agrees to deduct payments voluntarily authorized by individual employees to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) fund.

ARTICLE 5 UNION RECOGNITION

SECTION 1. Exclusive Representative and "Bargaining Unit" Defined. The Engineer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits, and other conditions of employment for those employees of the Engineer in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding the following classifications:

BRIDGE CREW WORKER
LABORER
MOWER & LIGHT EQUIPMENT OPERATOR
PARTS CLERK 1
TRAFFIC AIDE 1
TRUCK DRIVER
MAINTENANCE & NIGHT WATCH
EQUIPMENT OPERATOR
MECHANIC 1
MECHANIC 2
PARTS CLERK 2
TRAFFIC AIDE 2
GROUP LEADER

SECTION 2. Bargaining Unit Exclusions. Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, seasonal, and employees in the unclassified service shall not be included in the bargaining unit. For the purpose of this Section a part-time employee shall be an employee whose regular hours of employment are less than forty hours per week or any standard as may be adopted by rule or resolution as full-time in his classification. A seasonal employee is one who is employed on a temporary basis for a particular season or seasons of the year.

ARTICLE 6 NON-DISCRIMINATION

SECTION 1. Equality Among Bargaining Unit Members. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, job classification, political opinions, affiliation, disability, handicap or genetic information. The Union and the Engineer shall share equally the responsibility for implementing this section of the Agreement.

SECTION 2. References to Male and Female Employees. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3. Union Membership is Voluntary. Joining the Union and continuing or not continuing in membership shall be voluntary acts by any employee. The Engineer and the Union shall not interfere in any way with an employee's exercise of his right to be or not to be a member of the Union, nor shall they discriminate against any employee because of his membership or non-membership in the Union.

ARTICLE 7 UNION REPRESENTATION

SECTION 1. Union Representative Recognition. International Union or council representatives will be recognized by the Engineer as Union representatives upon the receipt of a letter so identifying them and signed by Council 8 Regional Director.

SECTION 2. Notification to Engineer of Representatives. The Union must submit in writing the name of the employees selected by the Union to act as Union representative for the purpose of processing grievances. The Engineer shall be notified in writing of changes in these employees' positions. No employee shall be permitted to function as Union representative until the Union has so notified the Engineer. The Union may select one (1) such employee for each of the following departments for the purposes of processing grievances: Highway, Traffic, and Garage. The Chairman or Vice Chairman may act in the capacity of Steward in the absence of the regular steward in a Department.

SECTION 3. Roster of Union Officers. The Union shall provide to the Engineer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home Telephone Number and/or cell phone number
- (4) Immediate Supervisor
- (5) Union office held

SECTION 4. Activities of Union Steward. Rules governing the activity of the Steward and his alternate are as follows: (1) the Steward must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities and such permission shall not be unreasonably denied; (2) the Steward shall identify the reasons for the request at the time the Union activity time is requested; (3) the Steward shall not conduct Union activities in any work area outside his department; (4) the Steward shall cease Union activities immediately upon the reasonable order of the Steward's immediate supervisor; (5) this privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

SECTION 5. Admittance to Facilities and Work Sites. The Engineer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Engineer's facilities and sites during working hours upon advance notice to the Engineer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend other meetings covered herein.

SECTION 6. New Bargaining Unit Employees. Upon request from the Union President, the Engineer shall provide the Union with a list of new bargaining unit employees hired within the past thirty (30) days.

SECTION 7. Leave for Annual Conference. The Chairman of this Local Chapter of this bargaining unit shall be granted one (1) day paid leave per year to attend an annual conference called by the Union, provided the Union gives the Engineer not less than one (1) calendar week written notice in advance of the conference.

SECTION 8. Bulletin Board. The Engineer agrees to provide to the Union a bulletin board, centrally located, which may be used by the Union for posting notices. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

- (1) Recreational and social events
- (2) Election and election results
- (3) General Union Business of interest to members
- (4) Notices of general membership meetings and other related business meetings.

The Union agrees not to post any material which is controversial in nature.

SECTION 9. Reimbursement for Negotiating Meetings. The Engineer agrees to reimburse the members of the Union Negotiating Committee for time spent in negotiations with the Engineer during regular working hours.

SECTION 10. Use of Office Equipment. Upon request, the Engineer shall permit the Union use of copy and facsimile machines to the extent that the Engineer deems such use reasonable.

ARTICLE 8 JOB POSTING

SECTION 1. All Vacancies to be Posted. When a vacancy occurs or a new position is created, the Engineer shall post for five (5) working days a notice of the opening stating the job classification, and rate of pay, and the crew where the vacancy exists.

SECTION 2. Employees to Apply Within. Employees who wish to be considered for the posted job must file written application with the Engineer by the end of the posting period. The posting period may be extended ten (10) more working days if eligible employees are on leave.

SECTION 3. Vacancy Determination. The Engineer will decide when a vacancy exists. The bidding procedure as described herein shall apply to all bargaining unit vacancies.

SECTION 4. Seniority. If two or more employees are substantially equal in qualifications, then seniority shall govern with respect to filling the vacancy.

SECTION 5. Probationary Period. An employee selected for the position will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during the one-hundred eighty (180) day probationary period. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former classification and salary.

ARTICLE 9 LABOR MANAGEMENT MEETINGS

SECTION 1. Establishes Monthly Meetings. In the interest of sound labor management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Engineer and/or his designee(s) shall meet with not more than three representatives of the Union to discuss pending problems and to promote a more harmonious Management-Labor relationship.

SECTION 2. Advance Agenda and Purposes. An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Engineer which may affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Discuss ways to improve safety and reduce accidents and injuries.

SECTION 3. Special Meetings. It is further agreed that if special Labor- Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Union representatives of the Labor-Management Committee shall not suffer loss in pay for attendance at meetings provided for under this Article.

ARTICLE 10 CORRECTIVE ACTION AND PERSONNEL FILES

SECTION 1. Employee Tenure. The tenure of every employee shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance nor shall the Engineer take any form of corrective action against any member in the bargaining unit except for just cause.

SECTION 2. Progressive Discipline. Except in instances wherein the employee is guilty of gross misconduct, discipline will generally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

SECTION 3. Types of Discipline. Disciplinary action may include (a) verbal warning, (b) written reprimand, (c) suspension without pay, (d) working suspension, (e) reduction or (f) discharge from employment. The Employer is required to give notice of discipline (including discharge) only to the employee and the Chief Steward of the Union or his designee.

SECTION 4. Prior Written Reprimands. Disciplinary actions will not be used to determine progressive discipline one (1) year after the effective date of the reprimand providing there is no intervening disciplinary action during the one (1) year period. Disciplinary actions that result in a suspension of an employee will not be used to determine progressive discipline two (2) years after the effective date of the suspension providing there is no intervening disciplinary action during the two (2) year period.

SECTION 5. Copies to Employees. An employee shall be given a copy of any disciplinary action or evaluation entered in his personnel record.

SECTION 6. Employee Access to Personnel File. An employee shall have access to his or her individual personnel folder for review during normal business hours.

SECTION 7. Employee May Add to File. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in their personnel file.

SECTION 8. Union Steward at Disciplinary Meetings. Any time a representative of Management conducts a disciplinary meeting with a member of the Union, wherein disciplinary action involving a suspension, or dismissal is likely to result, he shall give notice to the member of the member's right to have a Steward present.

ARTICLE 11 WORK RULES

SECTION 1. Right to Promulgate. The Union recognizes that the Engineer has the right to promulgate reasonable work rules. Members of this bargaining unit shall receive upon request a copy of these aforementioned rules.

SECTION 2. Advance Notice of Changes. The parties recognize that it is the philosophy of the Employer to inform the employees at least five (5) days in advance of any changes in the work rules except in an emergency situation. This notice may be made by posting a notice on the bulletin board(s), or through general distribution of a memorandum.

SECTION 3. Employees to Receive Copies of Agreement. As soon as possible following the signing of this Agreement but not to exceed sixty (60) calendar days, all employees upon request will receive one (1) copy of this Agreement from the Engineer. Such costs of duplication shall be borne equally by the parties hereto.

SECTION 4. Fair Application to Rules. Work rules, policies and directives are to be interpreted and applied fairly to all employees.

SECTION 5. Rules in Conflict with Agreement Invalid. Should any work rules conflict with the specific provisions of this Agreement, such rule shall be invalid.

ARTICLE 12 GRIEVANCE PROCEDURE

SECTION 1. Definition. There shall be an earnest, honest effort to settle disputes and controversies promptly. A grievance shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 2. To Be Put in Writing. The grievant(s) shall reduce the grievance to writing on forms supplied by the Engineer for this purpose, and present it to the employee's supervisor within five (5) work days immediately following the date of occurrence. Four copies of the grievance forms shall be prepared, dated and signed by the grievant(s), and distribution of said copies shall be as follows: one copy to the Supervisor; one copy to the Union; one copy to the Engineer; and one copy to be retained by the employee.

SECTION 3. Withdrawal of Grievance. All grievances must be presented at the proper step in the progression in order to be considered at the subsequent step.

The grievant may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements, at any step to lapse without further appeal.

Any grievance not answered by the Engineer within the stipulated time limits shall be considered to have been answered in the negative.

The limits set forth herein may only be extended by mutual agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent of the Engineer and the Union.

SECTION 4. Five Step Procedure. The following steps shall be followed in the processing of a grievance:

Step 1. Proper filing as specified in Section 2 above. Subsequently, the immediate supervisor shall reply in writing within five (5) work days following the day on which the supervisor was presented the grievance.

Step 2. Should the grievance remain unresolved at the preceding step and should it be referred to the second step, the grievance shall be referred in writing to either the Highway Superintendent or the Deputy Engineer, as appropriate, by the grievant. This must be done within five (5) work days from the receipt of the Step 1 reply. After receipt of the grievance, such party will meet with the grievant(s), the steward, and/or a representative of the Union; and, provide a written response to the grievant(s) within five (5) days after receipt of the appeal.

Step 3. If the grievance is not resolved in Step 2, it may then be appealed by the grievant in writing to a meeting between the Engineer, the grievant(s), the steward and/or a representative of the Union. This must be done within five (5) work days from the receipt of the Step 2 reply. Either management or the Union may call witnesses into the meeting. The Engineer shall provide a written answer to the grievant and the Union within ten (10) days after the receipt of the appeal.

Step 4. Mediation. Any grievance that remains unresolved after Step 2 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set forth in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference. The Employer and the Union may each have no more than four (4) additional representatives as participants in the mediation effort.

Mediation efforts will be informal in the nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator.

If a settlement is not reached, the Union may proceed to arbitration. If mutually agreed, the parties may request the mediator to conduct the arbitration hearing.

The dates, times and places of mediation conference will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5. a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must make written application to the Engineer for arbitration within thirty (30) calendar days of receipt of the Engineer's Step 3 answer. Either party may immediately request the Federal Mediation and Conciliation Service to submit a panel of arbitrators. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (1) entire panel. The arbitrator shall be notified of his selection by a joint letter from the Engineer and Union requesting that he set a time and date, subject to the availability of the Engineer and Union representatives. All arbitration hearings shall be held in Xenia, Ohio (unless the parties mutually agree otherwise).

b) The arbitrator shall have no right to recommend to amend, amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of state or local laws. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties,

whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

c) The fee and expenses of the arbitrator shall be divided equally between the Engineer and the Union provided, however, that each party shall be responsible for purchasing its own copy of the written transcript.

SECTION 5. Several Employees Involved. When several employees desire to file grievances involving a situation affecting each employee in the same or similar manner, the Engineer may elect to combine the grievances and conduct one hearing. One response to each step shall be considered as answering the several grievances.

SECTION 6. "Work Days" Defined. "Work Days" shall not include Saturdays, Sundays, or holidays, scheduled days off, and approved leaves. This applies to supervisors, employees and the Engineer alike.

ARTICLE 13 NO STRIKE

SECTION 1. Essential Service. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

SECTION 2. Union Responsibility. If any Union members individually or collectively engage in a work slowdown or a walkout, the Union, upon notification by the Engineer, shall publicly denounce such violation, disclaim approval, and order those participating to return to work immediately.

SECTION 3. No Lock-Out. The Engineer, or any of his representatives shall not lock-out any member of this bargaining unit.

ARTICLE 14 SENIORITY AND LAY-OFFS

SECTION 1. Seniority Defined. Seniority is defined as length of continuous full-time service since their last day of hire with the Engineer. When more than one (1) employee is hired on the same date, seniority will be determined by the highest last four (4) digits of their social security number.

SECTION 2. Probationary Period. No employee shall acquire seniority rights under this Agreement until he has been continuously employed by the Engineer for one hundred and eighty (180) calendar days, unless otherwise provided by law or regulation. During this period, he shall be considered a probationary employee.

SECTION 3. Layoff and Recall. The Engineer in his discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Probationary employees; and
- (b) Classified employees in accordance with their seniority and their ability to perform the remaining work available without further training.
- (c) An employee who fails to renew his Commercial Driver License (CDL) prior to its expiration will be allowed 45 days after its expiration to renew the (CDL), during which time the employee will be assigned to available non-CDL work. If the 45 day period elapses before the employee is able to renew his CDL, the employee will be laid off.

The employee shall receive the pay rate of the classification in which the remaining work falls.

The procedures required under and pursuant to R.C. §124.321 are inapplicable.

Employees who are laid off shall be placed on a recall list for a period of one and one-half (1 1/2) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without substantial further training.

If an employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Engineer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Engineer of his intention to return within three (3) days after receiving notice of recall. The Engineer shall be deemed to have fulfilled his obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Engineer with his latest mailing address.

SECTION 4. Notice of Layoff/Job Abolishment. The Engineer shall notify the Union and any affected employee(s) at least two weeks (14 days) in advance of any layoff or of any job abolishment that results in the displacement of employees.

ARTICLE 15 SAVINGS CLAUSE

SECTION 1. Agreement Subject to Laws. This Agreement is subject to all existing Federal Laws and State Laws, and those Civil Service Rules and Regulations which have not been specifically superseded by the provisions of this Agreement. Should any change be made in any Federal Law or State Law which would be applicable and contrary to the provisions contained in this Agreement, such provisions contained herein shall be automatically terminated, and the remainder of this Agreement shall remain in full force and effect. If a court or recognized jurisdiction determines that a provision of this Agreement is illegal, then such provision shall automatically terminate.

SECTION 2. Meeting to Negotiate New Provisions. If a provision of this Agreement is terminated as a result of the above section, the Union and the Engineer shall through Article 9 meet within thirty (30) days in order to negotiate a replacement for the abrogated provision.

ARTICLE 16 HOLIDAYS

SECTION 1. Holidays Enumerated. All employees in the bargaining unit shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

SECTION 2. Rate of Pay: Weekend, Holidays. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. An employee who does not work on a recognized holiday shall receive eight (8) hours straight-time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) their regular rate of pay for all hours worked on the holiday.

SECTION 3. Personal Leave Day. Upon completion of the initial probationary period, a full-time employee will be eligible for eight (8) hours of personal leave per year. Personal leave will be scheduled in accordance with the work load requirements of the Employer, and will be lost if it is not used in a calendar year. Personal leave is not convertible to cash payments and shall be taken in no less than four (4) hour increments.

ARTICLE 17 SICK LEAVE

SECTION 1. Eligibility.

A. For each hour in active pay status, other than overtime hours, an employee shall earn .0575 hours of sick leave. For purposes of calculating sick leave, "active pay status" includes hours actually worked, and time spent on paid sick leave, paid holidays, paid compensatory time, funeral leave, vacation leave, and other hours of authorized paid leave. Sick leave accrues without limit.

B. The total amount of time for which a full time employee may utilize short-term leave shall be limited to 48 hours in one calendar year. The total amount of time for which a part time employee may utilize short-term leave shall be limited to the pro-rata portion of 48 hours based on the appointed hours approved by the Engineer. The calendar year shall be from January 1 to December 31.

C. i. An employee is entitled to utilize long-term leave when the employee is absent for a period of 3 days or more due to medical incapacity, such as hospitalization or other serious condition requiring medical treatment or death of an immediate family member. An occurrence of illness, injury, or medical disability of three (3) days or more shall require a doctor's release to return to work stating the reason for the absence or indicating that the employee's presence was necessary for the health and welfare of an affected family member.

ii. In cases of an absence expected to exceed five (5) consecutive work days, a physician's statement specifying the incapacitating reason for the absence and the probable date of recovery shall be required.

SECTION 2. Entitlement. An employee may request sick leave for the following reasons:

- A. Illness or injury of the employee;
- B. Illness or injury of a member of the employee's immediate family where attention of the employee is reasonably necessary. In cases of a member of the immediate family not living in the same household as the employee, the Engineer may grant sick leave when determined that the employee's presence is reasonably necessary. Each situation will be carefully reviewed and the Engineer's decision in a given situation creates no precedent or practice;
- C. Exposure of the employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;
- D. Medical, dental, psychological or optical examination or treatment of the employee or a member of his or her immediate family with verification of scheduled appointments. Employees should make every effort to schedule appointments during non-work hours or at times that cause the least disruption to

their work responsibilities. Appointments or treatments of immediate family members shall be limited to circumstances where the employee's presence is reasonably necessary;

- E. Pregnancy, childbirth and/or related medical conditions. Post-natal period for the care of the employee's spouse and family shall be limited to five (5) work days, unless there is an otherwise qualifying condition as provided under the Family Medical Leave Act (FMLA), or as otherwise determined to be medically necessary as certified by the employee's attending physician; and
- F. Death of a family member as defined in Section 8 of this Article. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days. Sick leave used for death of a family member will not affect an employee's eligibility for wellness leave and/or the perfect attendance bonus.

SECTION 3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication, the immediate supervisor or other designated person in accordance with the Department's policy as soon as possible as soon as possible but no later than the beginning of the employee's scheduled starting time. Should operational needs of the department necessitate a different notification time other than that specified herein, the Engineer will give prior written notification to the employees.

When notifying the supervisor, the employee will be expected to provide the following information:

- A. Reason for the absence
- B. Expected date of return
- C. If the employee plans to seek medical attention

Employees are expected to personally call in and report their absence, except in extreme cases where emergency conditions or serious sickness or injury make it unfeasible for the employee to personally call in.

SECTION 4. Payment. A physician's statement may be required to justify the use and payment of sick leave in any of the following situations:

- A. An illness or injury extends more than three (3) consecutive calendar days;
- B. There is a pattern of absences;
- C. Absences are determined to be excessive by the Engineer;
- D. Otherwise required by the Engineer

When a doctor's statement is required for justification of paid sick leave, a statement from the employee's medical practitioner must be submitted with the leave request. The statement must include the nature of the illness or injury, the time frame the employee was under the physician's care and whether the employee is released to return to work with or without restrictions.

Failure to submit a required physician's statement or submitting a false or incomplete statement will result in denial of sick leave. If over payment results when sick leave is denied, the overpayment will be deducted from the employee's next paycheck.

Sick leave requests for a day that falls immediately before or after a holiday, vacation or other paid time off will be carefully scrutinized and investigated by the Engineer, and will be approved for payment only with the submission of satisfactory documentation that justifies the legitimate use of sick leave, or an overall exemplary attendance record.

An employee will be charged for sick leave only on those days when the employee would have been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been regularly scheduled to work in any pay period.

The Engineer considers regular and predictable attendance to be an essential job function.

SECTION 5. Attendance Incentives.

- A. Wellness Leave. Full-time employees, who have no unpaid leave or use less than sixteen hours (or the equivalent of two work days) of sick and/or FMLA leave from December 01 through November 30, shall be eligible to receive wellness leave in accordance with the following schedule:

| Sick/FMLA Leave Used Year | Wellness Leave Earned For the Following |
|--|---|
| 0 Hours | 24 Hours (or 3 days) |
| Up to 8 Hours (or 1 day) | 16 Hours (or 2 days) |
| From 8.1 Hours up to 16 Hours (or 2 days) | 8 Hours (or 1 day) |

To be eligible for this benefit, employees must have accumulated at least one hundred two (102) hours of sick leave by November 30 of each year. Wellness leave may not be converted to cash, and must be used by December 31 of the following year or it will be forfeited.

Employees shall schedule the wellness leave with their immediate supervisor as far in advance as possible. Employees will be required to notify their immediate supervisor within the time limits established by the Department policy. In no event, however, may wellness leave be taken with less than twenty-four (24) hours notice.

Employees may elect to participate in the attendance incentive pay program listed below instead of the wellness incentive, but not both.

Wellness leave may be taken in no less than four (4) hour increments, or the equivalent of one-half work day.

B. Attendance Incentive Pay. Full-time employees who have accumulated one hundred two (102) hours of sick leave by November 30 of each year may elect to receive attendance incentive pay rather than wellness leave. Employees who have no unpaid leave or use less than sixteen (16) hours (or the equivalent of two work days) of sick and/or FMLA leave between December 01 and November 30, are entitled to a lump sum payment, payable on or prior to December 20, in accordance with the following schedule:

| Sick Leave Used | Incentive Pay |
|---|----------------------|
| 0 Hours | 24 Hours (or 3 days) |
| Up to 8 Hours (or 1 day) | 16 Hours (or 2 days) |
| From 8.1 Hours up to 16 Hours (or 2 days) | 8 Hours (or 1 day) |

SECTION 6. Abuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

SECTION 7. Payment of Sick Leave Only Upon Retirement. Upon retirement, employees may elect to be paid in cash for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement. Accepting the cash payment eliminates all remaining sick leave credit accrued up to that time. The rates of payment are as follows:

- A. Ten or more years of service: 25% up to a maximum of 1/4 of 120 days, or thirty (30) days.
- B. Twenty or more years of service: 33% up to a maximum of 1/3 of 120 days, or forty (40) days.
- C. Twenty Five or more years of service: 40% up to a maximum of 2/5 of 120 days, or forty-eight (48) days.
- D. Thirty or more years of service: 50% up to a maximum of 1/2 of 120 days, or sixty (60) days.

SECTION 8. Definition of Immediate Family. Grandparents, brother, sister, step brother, step sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, grandchild, a legal guardian or other person who stands in place of a parent.

SECTION 9. Prior Sick Leave Credit. New employees of the Engineer will not be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment.

SECTION 10. Family and Medical Leave Act. An employee shall be entitled to FMLA leave pursuant to the County's policy.

SECTION 11. Catastrophic Sick Leave Donation Program. The terms and conditions of the Greene County Catastrophic Sick Leave Donation Program, as adopted by the Greene County Board of Commissioners and as amended or altered from time to time, are hereby incorporated by reference into this Agreement and made a part hereof.

A. Donation of Vested Leave. In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the Engineer and the Union will enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated sick leave by County employees who volunteer to do so. Any decisions made by the Engineer and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.

B. Definition of "Catastrophic Illness or Injury". For purposes of this Agreement, the term "catastrophic illness or injury" shall include only those non-occupational illnesses or injuries of the employee, or his/her terminally ill or injured spouse or child where the unpaid medical leave of absence will continue over thirty (30) calendar days.

C. Joint Committee. The Engineer will appoint three (3) members on an annual basis. The Union will appoint three (3) members on an annual basis. The Joint Committee will meet to review requests for additional sick leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration. Approved requests by the Joint Committee shall be forwarded to the Greene County Personnel Department with final approval or disapproval of the employee's catastrophic sick leave request subject to the County's Catastrophic Sick Leave Donation Policy and guidelines.

D. Applications for Donation. Applications for catastrophic illness or injury sick leave donation must be submitted to the Engineer in writing. Applications will include, but not be limited to, the following information:

1. The nature of the claimed catastrophic illness or injury;
2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
3. Projected date of return to duty;
4. The employer will provide the applicant's sick leave usage record; the employee may provide an explanation of previous leave usage; and
5. Any other pertinent information the applicant can submit to the committee for its consideration. If an application is approved by the committee, a need for assistance will be posted pursuant to the Greene County Catastrophic Sick Leave Donation policy.

SECTION 12. Expiration of Sick Leave. When an employee becomes physically or mentally incapacitated for the performance of the duties of their position and does not request transfer to a position of lower grade, or are physically or mentally incapacitated for the performance of the duties of their position, they shall be granted a disability leave or medical related personal leave

of absence without pay, provided the disability continues beyond the accumulated paid leave balances and provided the established procedures are followed.

- A. The Engineer may require a medical examination conducted by a licensed physician. In cases where the Engineer has reason to believe that the period of disability will not exceed six (6) months, the employee will be given a disability leave of absence without pay. If the disability leave extends beyond the six month period, the employee will be given a disability separation. The employee who is given a disability separation has reinstatement rights for one (1) year. If the employee recovers and wishes to return to work from the leave within that year, he will be reinstated within thirty (30) days after making written application if suitable work is available. The Engineer may also require a medical examination to be conducted by a County designated licensed physician before authorizing a return to work. The cost of this examination will be borne by the Engineer.

ARTICLE 18 VACATION

SECTION 1. Entitlement. Full-time employees are entitled to vacation with pay after one year of continuous service with the Engineer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

1. Less than one year of service completed - No Vacation
2. One year of service but less than eight years of service completed - 80 hours.
3. Eight years of service but less than fifteen years of service completed - 120 hours.
4. Fifteen years of service but less than twenty-five years of service completed - 160 hours.
5. Twenty-five years or more service completed - 200 hours.

SECTION 2. Prior Service Credit. New employees of the Engineer may be entitled to vacation service credit earned in other State or Local government agencies in Ohio during previous periods of employment.

Each employee of the Engineer, who had been previously employed by the Engineer, with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Employees previously employed by another political subdivision may also be entitled to a prior service credit. Prior service shall mean any service with the Engineer, the County, or any political subdivision of the state.

SECTION 3. Accumulation. Vacation is credited each bi-weekly pay period at the following rates:

1. For those entitled to 80 hours annual vacation - 3.1 hours per pay period.
2. For those entitled to 120 hours annual vacation - 4.6 hours per pay period.
3. For those entitled to 160 hours annual vacation - 6.2 hours per pay period.
4. For those entitled to 200 hours annual vacation - 7.7 hours per pay period.

SECTION 4. A. First Year Exclusion. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one year of employment with the County.

B. Scheduling. Vacations are scheduled in accordance with the workload requirements of the Greene County Engineer's Department.

C. Accumulation. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Engineer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.

D. Accumulation Limit. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance.

E. Payment on Separation. Upon separation from the Engineer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation up to three years. In case of death of an employee, such unused vacation leave shall be paid to the employee's survivor or his estate.

F. Definition of Earned. Vacation leave is earned while on vacation, sick leave or compensated time but not earned while performing overtime.

G. Minimum Allowable. Vacation may be taken in not less than one quarter (1/4) hour increments.

ARTICLE 19 TEMPORARY ASSIGNMENTS

SECTION 1. Limitation and Exceptions. The Engineer may temporarily assign employees to fill duties of a higher classification, for a period not to exceed sixty (60) working days unless:

- a) The temporary assignment is to fill a vacancy as a result of an employee being on approved leave or extended illness. In such case, the temporary assignment may continue until the employee returns to normal assignment.
- b) It has been determined by the Engineer that the temporary assignment is "seasonal".

SECTION 2. Seasonal Employees. The Engineer may employ seasonal employees between April 15 and October 15 of each year. Seasonal employees may not be employed as long as bargaining unit members are on layoff and have not been offered recall to a bargaining unit position. Seasonal employees shall not be covered by the terms of this Agreement.

SECTION 3. Result of Limitation. If there is a need for a position for more than sixty (60) working days, the position shall be declared vacant and shall become a permanent position, to be filled in accordance with Article 8, except in such cases as mentioned in Section 1 above.

SECTION 4. Plus Rating. Employees required to work and substantially perform the duties of a higher job classification on a temporary basis will be paid at the higher rate at any time they are required to perform those duties for more than four (4) hours. Supervisors will not assign work requiring the performance of other job duties in a higher classification on a regular basis for periods of less than four (4) hours for the purpose of avoiding the payment for a temporary assignment. Employees selected for a vacant position pursuant to Article 8 shall begin receiving the rate of the higher classification immediately if they are plus rated for the assignment or, if not plus rated, then after forty hours of familiarization. (A truck driver who is plus rated for any type of truck will be treated as plus rated for all types of trucks) Plus rated assignments will be made based on seniority within the crew with the exception of employees that are on temporary assignment. Seniority is defined as the number of years with the Highway Department.

SECTION 4.1. Class A CDL Pay Supplement. An employee who is assigned to drive a piece of equipment requiring a Class A CDL will be paid an additional \$.50 per hour for the day spent operating that piece of equipment. The most senior employee on each crew who has the Class A CDL will be offered the opportunity to operate the equipment each time the crew is assigned work requiring the operation of such equipment.

SECTION 5. Training. Employees may be assigned to a temporary, higher classification without plus rating for the purpose of training familiarization. Such assignment shall not exceed forty (40) hours, not necessarily consecutive.

Upon satisfactory completion of such familiarization, employees shall be paid at the rate of the higher classification for temporary assignments.

SECTION 6. Plus Rate for Duration of Season. Employees assigned on a "seasonal" basis, after the initial familiarization period, shall receive the higher payment for duration of the seasonal work unless:

- a) The employee, after notification for cause, is removed from the seasonal activity.
- b) An emergency situation such as (to include but not limited to), equipment breakdown, weather related factors, causes stoppage of the seasonal activity. In cases of such stoppage, the higher rate will continue through the current pay period.

ARTICLE 20 LONGEVITY PAY

SECTION 1. Eligibility. Unless retiring, full-time employees on the payroll on December 1 each year who have completed at least one full year of service shall receive longevity pay as follows:

In 2016, \$27.00 per year of service.

In 2017, \$27.00 per year of service.

In 2018, \$27.00 per year of service.

SECTION 2. Payment. Longevity pay shall be paid in the regular pay check, the first pay day in December. For purposes of calculating years of service, only full-time, continuous service shall be used and there will be no pro-ration of years of service except at retirement.

SECTION 3. If an employee retires prior to payment as discussed in Section 1, payment will be pro-rated for each month of service for the calendar year prior to the retirement date.

ARTICLE 21 CLOTHING

SECTION 1. Uniforms Required. Should the Engineer require any member in the bargaining unit to wear uniforms or special safety clothing or devices, such items will be furnished to said members by the Engineer and all costs, including laundering, replacement, and repairs, shall be borne by the Engineer.

SECTION 2. Safety Shoes. Through Labor/Management cooperation, the Engineer will select a specific style of safety work shoes and he will purchase one pair per year for all employees who perform tasks for which steel-toed shoes are required by state or federal safety regulations.

SECTION 3. Insulated Safety Work Shoes. Through Labor/ Management cooperation, the Engineer will select a specific style of insulated safety work shoes and he will purchase one pair once every three (3) years for all employees who perform tasks for which steel-toed shoes are required by state or federal safety regulations

SECTION 4. Return Policy. Effective March 1, 1998, when an employee obtains a new pair of shoes pursuant to Section 2 and 3, they must return the old pair of shoes to the Engineer within five (5) calendar days of receiving the new ones.

SECTION 5. Supplemental Safety Items. By means of Engineer purchases orders, the Engineer will provide each employee \$500.00 during the life of this Agreement for the purchase of personal-related safety/work items.

SECTION 6. Safety-Approved T-Shirts. Each summer, the Engineer will provide five (5) safety-approved T-shirts to all employees who perform tasks for which safety vests are required by state or federal safety regulations. The employee will be required to wear them during the course of employment. The employee will be responsible for the cleaning and maintenance of the T-shirts.

ARTICLE 22 SAFETY

SECTION 1. Engineer's Duties. The Engineer shall provide safe working conditions, tools, equipment and working methods for his employees.

SECTION 2. Employee's Duties. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods.

SECTION 3. Drug and Alcohol Testing. The Engineer will follow the drug and alcohol testing policy that is consistent with the Greene County Drug and Alcohol Testing Policy adopted October 1, 1995. The parties understand and agree that said policy may be revised by the Engineer so long as such revisions are consistent with federal and state of Ohio laws.

SECTION 4. Commercial Driver's License. (a) All employees are required to possess and to maintain a valid commercial driver's license (CDL), as defined by Revised Code Chapter 4500.

(b) When a road skills test is required, an appropriate County-owned vehicle will be made available for the test if a written request is received at least fourteen (14) days in advance and if such vehicle is not needed for snow and ice removal. Subject to the foregoing conditions, an employee will be allowed to practice with said vehicle.

ARTICLE 23 BREAKS

All full-time employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift.

ARTICLE 24 HOURS OF WORK AND OVERTIME

SECTION 1. Normal Schedule. The normal schedule of hours shall consist of eight (8) consecutive hours per day (not including one-half (1/2) hour for lunch), five (5) days a week, Monday through Friday, 7:00 A.M. through 3:30 P.M.

SECTION 2. A. Overtime Defined. Employees shall receive time and one-half their regular rate of pay for all hours worked in the work week in excess of forty (40) hours or eight (8) hours in one day, whichever is greater. When the work week has been designated a four (4) day, ten (10) hour per day work week, overtime will be paid for all hours worked in excess of ten (10) hours in any one day or in excess of forty (40) straight time hours in one week. For the purpose of computing overtime, active pay status shall be considered as hours worked during the payroll week.

B. Snow and Ice Control. 1) A day/night list of bargaining unit employees will be posted listing bargaining unit employees in descending order of seniority beginning with the most senior person being assigned to day shift and ending with the least senior person being assigned to night shift for snow/ice control.

2) On the initial occurrence of an event, when the night crew is called into work, the employee shall receive overtime pay, for all hours worked. When the day crew is called into work before 7:00 A.M. on an initial event, the employee shall be entitled to overtime pay for hours worked prior to 7:00 A.M. After the initial call-in, the 8 and 4 hour rotation (12 hour shifts) will begin for both the day and the night crew and employees will be entitled to overtime pay after eight (8) hours of work during the 24-hour period. A 24 hour period is from 7:00 A.M. through 7:00 A.M. For purposes of this section, an initial occurrence will be the first call-in or a call-in following any break in the 8 and 4 rotation. An event will be a weather related occurrence, i.e., snow, sleet, freezing rain. All other emergency situations will be covered under normal overtime pay.

3) During snow and ice control, all hours worked from 12:01 A.M. Saturday through 6:59 A.M. Monday shall be paid at time and one-half, regardless of hours worked.

4) Employees shall be paid at two (2) times their regular rate of pay for all hours worked during a Level 3 emergency as declared by the Greene County Sheriff.

SECTION 3. No Pyramiding. There shall be no pyramiding or duplication of any overtime. No employee shall receive premium pay under more than one provision of this Agreement for the same hours worked.

SECTION 4. Call-In Pay. Call-in pay is defined as payment for work assigned by the Engineer and performed by an employee at a time disconnected from his normal and pre-scheduled hours of work. In any case, an employee who is assigned work prior to one hour before his normal and pre-scheduled hours of work shall receive a minimum of four (4) hour's pay.

SECTION 5. Compensatory Time. Employees may at their option elect to take compensatory time off at a rate of one and one-half hours for each hour worked in excess of forty (40) hours per week, but may not use compensatory time in excess of eighty (80) hours. Earned compensatory time must be taken at a time mutually convenient to the employee and the Employer. Hours used will be paid at the rate at which they were earned and the employees will try to have their account zeroed by the end of the year. Nothing in this section limits the ability of an employee to accumulate compensatory time.

SECTION 6. Equal Distribution. Management shall endeavor to distribute call-in overtime among all employees on a non-preferential and equal basis, except in case of emergency or when a particular employee or group of employees with special skills, knowledge, or qualifications is needed. The Engineer shall establish two (2) rotating lists - one for the sign crew and one for all other employees beginning with the most senior person.

Management shall request the employees whose name appears first on the list to work overtime when overtime is available. When an employee is unable to work the overtime, the employee shall not be offered overtime until his name again appears at the top on the appropriate list. An employee that is not call in the proper order shall be offered a replacement opportunity as soon thereafter as possible, based upon the employee's ability to perform the work.

Management may, based upon the needs of the emergency, call in the employee highest on the list having the required skills. Call-ins as used in this section shall have the same meaning as in Section 4 as above.

SECTION 7. Summer Employees. Bargaining unit employees who volunteer for scheduled Saturday, Sunday and Holiday overtime will be offered such overtime, by department, known to exist prior to 2:00 P.M. of the last work day prior to the scheduled overtime.

ARTICLE 25 INSURANCE

SECTION 1. Life Insurance. All full-time employees shall be entitled to coverage under the County's group life insurance and accidental death and dismemberment policy, at the level of insurance and under the terms provided to the County's non-represented employees.

SECTION 2. Medical and Hospitalization Insurance. All full-time employees (except part-time, seasonal and intermittent employees) shall be entitled to participate in the County's Group Hospitalization (Health) Insurance Program. For insurance purposes only, a full-time employee is defined as working 64 hours or more bi-weekly.

SECTION 3. Payment of Premiums of County's Group Health Insurance Program. The County shall pay 80% of the cost of the monthly premium. The participating bargaining unit employees shall pay 20% of the cost of the monthly premium.

SECTION 4. Medical and Hospitalization Insurance Coverage. Coverage begins as established by County Healthcare Plan.

SECTION 5. Dental Plan. The County shall pay 39%of the cost of the monthly premium. The participating bargaining unit employees shall pay 61%of the cost of the monthly premium.

SECTION 6. Insurance Continuation. Continuation of health insurance coverage in the event that coverage is terminated will be provided in accordance with state and federal laws.

ARTICLE 26 WAGES

| | Effective First Payperiod In <u>2016</u> | Effective First Payperiod In <u>2017</u> | Effective First Payperiod In <u>2018</u> |
|--|--|--|--|
| | <u>\$.50</u> | <u>\$.50</u> | <u>\$.50</u> |
| Equipment Operator | \$23.88 | \$24.38 | \$24.88 |
| Mechanic | \$24.51 | \$25.01 | \$25.51 |
| Parts Clerk | \$23.88 | \$24.38 | \$24.88 |
| Traffic Aide | \$23.12 | \$23.62 | \$24.12 |
| Truck Driver | \$23.12 | \$23.62 | \$24.12 |
| <u>Group Leader</u> | | | |
| Vegetation Control Supervisor (Seasonal Assignment) Sign Crew Supervisor Plus Rated Foreman | \$28.12 | \$28.62 | \$29.12 |

Payroll checks will be placed in an envelope upon receipt of a written request annually from an employee.

ARTICLE 27 LEAVES OF ABSENCE

SECTION 1. Court Leave.

- (a) With Pay: The Engineer shall grant court leave with full pay to an employee when:
1. Summoned for jury duty by a court of competent jurisdiction, or
 2. Subpoenaed to appear before any court, commission, board or other legally constituted

body authorized by law to compel the attendance of witnesses, where an employee is not a party to the action; or

3. The employee is an appellant in any action before a state board of review and is in an active pay status at the time of a scheduled hearing before the board.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the payroll officer for transmittal to the Greene County Treasurer.

(b) Without Pay: A leave of absence without pay shall be granted to an employee when appearing before a court or other legally constituted body in a matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

SECTION 2. Personal Leaves of Absence Without Pay.

(a) The Engineer, in his complete discretion, may grant an employee an unpaid leave of absence for personal (non-medical) reasons. The Engineer's decision to grant or cancel a personal leave is not subject to grievance or arbitration.

(b) An employee on leave of absence will be entitled to return to his former or a comparable position upon his timely return from leave of absence.

(c) While on leave of absence, an employee's seniority and length of service shall be frozen; hospitalization and insurance coverage shall be suspended; and the employee shall not earn or accumulate sick leave, vacation leave or any other benefit the eligibility for which depends upon duration of active service.

(d) An employee on unpaid leave of absence may not be employed permanently or temporarily by an employer. Violation of this Section shall automatically result in the forfeiture of the employee's employment by the Engineer.

ARTICLE 28 TUITION REIMBURSEMENT

SECTION 1. The Engineer shall offer the County's tuition reimbursement policy pursuant to Resolution Number 95-1-31-12 to the full time employees of the Department, when fiscally able to do, in order to allow employees to secure additional education or training in order to increase competence in present jobs and to prepare employees for advancement in the future.

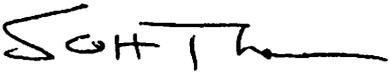
SECTION 2. The Employer will reimburse an employee for the cost of the appropriate CDL test upon successful completion of the test. The Employer shall reimburse the employee for the cost of renewing the CDL.

ARTICLE 29 DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing January 12, 2016 through January 11, 2019. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of (60) days, but no more than ninety (90) days prior to January 11, 2019, or any subsequent anniversary date. Upon delivery of such notification, the parties shall meet and negotiate with respect to a new Agreement sufficiently in advance of the expiration date so as to enable the reaching of an Agreement prior to the expiration date.

This Agreement is signed this 22 day of December, 2015

FOR THE BARGAINING UNIT:
AFSCME, OHIO COUNCIL 8
LOCAL NUMBER 101, GREENE COUNTY
COUNTY, OHIO

BY: 

Scott Thomasson
Staff Representative

FOR MANAGEMENT:
THE BOARD OF GREENE COUNTY
COMMISSIONERS, GREENE

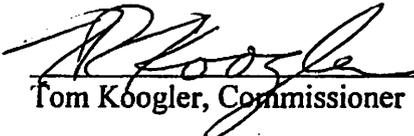


Alan G. Anderson, Commissioner

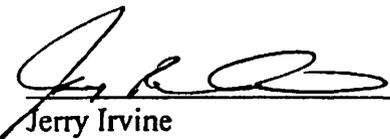


Bob Glaser, Commissioner

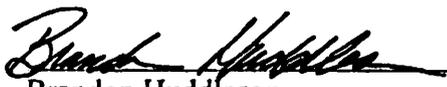
UNION BARGAINING COMMITTEE:



Tom Koogler, Commissioner



Jerry Irvine
Chief Chair

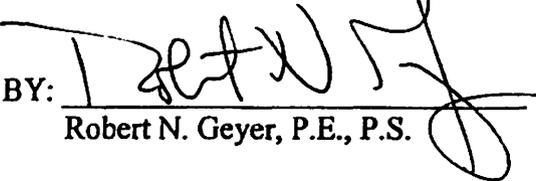


Brandon Huddleson
County Administrator



Shane Sanders
Vice Chair

GREENE COUNTY ENGINEER

BY: 

Robert N. Geyer, P.E., P.S.



Todd Harrier
Steward

Ryan Adams
Ryan Adams
Negotiating Committee

NEGOTIATING COMMITTEE

ATTEST:

Rachel L. Livengood
Rachel L. Livengood
Human Resource Director

Lisa Mock
Lisa Mock
County Commissioners' Clerk

W.T. Caldwell
W.T. Caldwell

RESOLUTION NUMBER: 15-12-22-11

**SUPPLEMENTAL AGREEMENT
VOLUNTARY DISPUTE SETTLEMENT PROCEDURE**

The parties hereto enter into this Supplemental Agreement for the purpose of promoting cooperation and continuous harmonious relations between the County Engineer, his employees and their representative, the Union, in consideration of the promises, obligations and undertakings of each party as herein contained, agree as follows:

1. **If the parties are unable to reach agreement on a new collective bargaining agreement or modification prior to fifty (50) days before the expiration date of the current collective bargaining agreement, the parties adopt the following procedure:**
 - (A) **The parties shall request mediation by seeking the services and assistance of the Federal Mediation and Conciliation Service, or if the parties mutually agree in writing, the Bureau of Mediation of the Ohio State Employees Relations Board. Such request for mediation must be in writing, signed by at least one party, and submitted no later than forty six (46) days prior to the expiration of the current collective bargaining agreement.**
 - (B) **After mediation is requested, negotiations shall be conducted using the mediation service to the extent available for the agency chosen until the termination date of the current collective bargaining agreement or any extension thereof or so long as negotiations on a new collective bargaining agreement continues. Nothing herein shall prevent parties from meeting for purposes of negotiation during this period in the absence of the representative of the mediation service.**
2. **This agreement shall be effective on the date executed by both parties.**
3. **The following provisions shall govern termination of this Agreement:**
 - (A) **This Agreement may not be canceled, revoked or terminated during the term of the current collective bargaining agreement between the parties or while negotiations for a new collective bargaining or any contract modification are being conducted.**
 - (B) **This Agreement may be terminated during the term of any succeeding collective bargaining agreement by giving notice to the other party between the period of 210 to 180 calendar days prior to the termination date of any succeeding collective bargaining agreement. This notice must be in writing and must be sent certified mail with a return receipt requested or hand delivered.**

4. This Agreement shall not be subject to the grievance and arbitration procedure of any collective bargaining agreement between the parties.
5. The foregoing procedure is adopted as an alternative dispute resolution procedure pursuant to the authority of Section 4117.14(E) of the Ohio Revised Code and in lieu of the dispute resolution provisions and procedures of Section 4117.14 of the Ohio Revised Code.