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CONTRACT BETWEEN

THE

FRANKLIN COUNTY ENGINEER'S OFFICE

AND THE

AFSCME, OHIO COUNCIL 8

LOCAL 954

DATE OF APRIL 1, 2016 THROUGH
MARCH 31, 2019

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Appendix A: Classification Series

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ARTICLE 1 AGREEMENT

Section 1.1 This Agreement, entered into by the Franklin County Engineer, Local 954 and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the Union, addresses matters pertaining to wages, hours, terms and conditions of employment expressed between the parties.

Section 1.2 The purpose of this Agreement is to provide a means for bargaining unit members to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences between the parties.

The parties recognize that the essential public service here involved, and the interest of the community depend upon the success of the Employer and employees in establishing and maintaining a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition, Bargaining Unit The County hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on

matters related to wages, hours, or terms and other conditions of all employees (also referred to as "members") in the bargaining unit listed in this Article. The bargaining unit shall consist of the following, as certified in SERB Case No. 04-REP-05-0086:

Included: Service and maintenance employees in the following classifications: Auto Mechanic I, Auto Service Worker I and II, Body Shop Repair Worker, Bridge Utility Worker I, II, and III, Building Maintenance Worker I and II, Custodian, Electrician, Equipment Operator I, II, and III, Graphics Designer, Grounds Maintenance Worker, Highway Maintenance Foreman, Security Officer, Signal Electrician Inspector, Storekeeper I, Traffic Worker I and II.

Excluded: All management level employees, professional employees, confidential employees, students, guards, and supervisors defined by the act, seasonal and casual employees as defined by the State Employment Relations Board, the elected officials, employees of other elected County officials, technical employees, office employees, clerical employees, and employees in all other classifications not specifically included in the inclusion above.

If the Employer creates a new bargaining unit position, the parties shall meet for the purpose of determining the wage rate for these positions. If the parties cannot agree on the wage rate, the Employer will have the right to set the rate of pay and that rate will be subject to negotiations when the next contract is bargained.

If the Employer creates a new classification and the parties are unable to agree whether the position is to be included in the bargaining unit, the parties will petition SERB to seek a determination.

Section 2.2 Full-Time Employees Full-time and regular employees are those who normally work at least forty (40) hours per week in a classification included in the bargaining unit for all of the weeks of the year except vacations, holidays, and other time-off as allowed by this Agreement.

Section 2.3 Staff Representative and Stewards Union staff representatives shall have visitation privileges at all Engineer facilities. Whenever possible, the staff representative shall give prior notice to the Engineer or his designee, otherwise, the staff representative shall notify the appropriate individual at the various facilities upon his arrival at the facilities. Such visitations shall be for the purposes of attending grievance hearings or adjusting complaints or grievances or conducting other Union business directly related to the implementation and administration of this Agreement.

The Engineer shall recognize one chief steward and three (3) stewards, one (1) each in the following areas:

- A. East Maintenance Facility
- B. West Maintenance Facility
- C. Dublin Road (Main Office)

The Union shall submit, in writing, the names of each steward and their respective jurisdictional areas. Changes in stewards shall be treated in the same manner. No steward shall be permitted to function as such until the Engineer has been presented with written certification of the steward by the appropriate officer of the Union.

Section 2.4 Union Activities Union stewards shall confine their Union activities to the investigation and processing of grievances during the last one-half (1/2) hour of the work day and only upon advance approval of their immediate supervisor. Union stewards shall confine their activities to the area they were selected to serve and shall operate in accordance with these provisions. Stewards shall not leave their assigned work areas to conduct Union business until they have received advance approval from their immediate supervisor. County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized, in advance, by the employee's immediate supervisors. Total time allotted for the Union under this section shall not exceed ten (10) hours per month. Additional time may be granted as the need arises upon request to and approval by the Engineer or his designee.

The Union shall be afforded fifteen (15) minutes of orientation time with all new bargaining unit employees. The time shall be scheduled by the respective union representative through Human Resources.

All other Union business shall be conducted only during lunch periods and before or after work hours, except when meeting with the Engineer or his representatives to discuss matters of mutual concern or when attending grievance hearings.

Section 2.5 Union Leave All of the Union activities proscribed in Section 2.4, as well as any other Union business will be tracked through the use of a Union Leave form (see Appendix B) filled out by the Union officer or steward requesting the use of work time for Union activities. The form will be presented to the respective supervisor for prior approval whenever possible. Supervisory approval shall not be unreasonably denied. When circumstances interfere with the ability to follow this procedure, verbal approval should be sought through Human Resources and the immediate supervisor. Arrangements will be made to fill out the Union Leave form as soon as possible after said use.

ARTICLE 3 CONFLICT AND AMENDMENT, APPLICATION OF LAWS

Section 3.1 Conformity To Law This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of The United States, the Constitution of the State of Ohio, and all applicable federal and state laws. Should any provision or provisions of this Agreement be invalid by operation of law, be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal laws, all

other provisions of the Agreement shall remain in full force and effect.

Section 3.2 Revision Of Invalid Provisions In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet and discuss the portions in question at mutually agreed times, in an attempt to modify the invalidated provisions.

Section 3.3 Amendments To Agreement 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 parties.

Section 3.4 Gender, Singular/Plural Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of these genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 3.5 Exclusion 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 and included in the Ohio Administrative Code and in Revised Code Section 325.19 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 employees in the bargaining unit.

Section 3.6 Employment Laws The County Engineer and the Union hereby affirm their commitments not to discriminate relating to employment on the basis of race, color, creed, national origin, age, sex, handicap, or union affiliation or non-affiliation.

ARTICLE 4 DUES CHECK-OFF

Section 4.1 Agreement The Employer agrees to deduct Union Membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 4.2 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 County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

Section 4.3 Deduction Procedure The Employer agrees to deduct regular union membership dues once each two (2) weeks from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the Employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. All dues collected shall be submitted to Ohio Council 8, to the person designated in writing by the Union.

Section 4.4 Termination of Deduction The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of the check-off card/authorization card.

Section 4.5 Insufficient Funds The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, has failed to receive

sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 4.6 Errors The parties agree that neither the employees 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 it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made, by deducting the proper amount.

Section 4.7 Notice of Increases The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 4.8 Authorization of Deduction Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 4.9 Fair Share Fee Bargaining unit employees who are not members of the union shall, as a condition of employment, pay a fair share fee to the Union. Current bargaining unit employees who are members of the Union and who revoke their membership in accordance with the check-off card/authorization card, shall, as a condition of

employment, pay a fair share fee to the Union. The amount of fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the Employer at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal union rebate procedure meeting all requirements of state and federal law.

For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each bargaining unit employee who is not a member of the Union and meets the conditions set forth above. The automatic deduction shall be made once each two (2) weeks. The Employer agrees to furnish the AFSCME, Ohio Council 8, Controller, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

Automatic deductions shall be initiated by the Employer whenever a bargaining unit member, who is not a member of the Union, has completed his first one-hundred eighty (180) calendar days of employment. For current Union members who revoke their membership in accordance with the check-off/authorization card, the automatic deductions shall be initiated by the Employer upon written notification from the Union to commence fair share fee deductions. The Employer's obligation to make deductions shall terminate

automatically upon a termination of employment or transfer of a fair-share fee payer to a job classification outside the union bargaining unit.

The Union expressly agrees to insure full compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions and standards of the State Employment Relations Board. Upon giving notice to the County of changes in the fair share fee, the Union will advise the County in writing of the steps it has taken to insure continued compliance with the constitutional rights of fair share fee payors as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions, and will give the Employer reasonable access to information to enable the County to verify that the Union's fair share fee procedures comply with applicable Sixth Circuit and U.S. Supreme Court decision.

Section 4.10 Obligation of Union 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 action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the County, including the Prosecutor's Office, involved in defending or responding to

claims, actions, etc. regarding dues, fees, fair share fees, etc. collected on behalf of the Union by the County.

Section 4.11 Submission of Funds Once the funds are remitted to the Union pursuant to this Article, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5 NO STRIKE--NO LOCKOUT

Section 5.1 Strikes Prohibited The Union agrees that neither it, its officers, agents or representatives will call, authorize, participate, or engage in any strike, work stoppage or slowdown/withholding of services, as defined in O.R.C. §4117.01(H) during the term or extensions of this Agreement. Further, employees shall not participate in, promote, authorize, instigate, aid, condone or engage in any strike, work stoppage, slowdown/withholding of services, as defined in O.R.C. §4117.01(H) during the term or extensions of this Agreement.

Section 5.2 Violations In the event of a violation of this Article, the Union will affirmatively act to inform employees that they are to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action up to and including discharge. If it is established that an employee engaged in strike activity (as set forth in this

Agreement) then, in the event an employee is disciplined for strike activity, it is only necessary that the Employer establish that the strike activity occurred. The severity of the discipline may not be challenged, i.e. the right to challenge the severity or appropriateness of the discipline is waived.

Section 5.3 Available Remedies Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to address unauthorized or unlawful strikes or interference with work.

Section 5.4 No Lockout The Employer agrees not to lockout employees during the term of this Agreement.

ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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 Franklin County Engineer's Office, Franklin County, Ohio, as such rights existed prior to the execution of this Agreement with the Union. The rights of the Employer shall include, but shall not be limited to the right of the Employer to determine the facts which are the basis of management decisions; and, to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Engineer's Office, its employees and its

service to the citizens of Franklin County, Ohio, consistent with the provisions of this Agreement.

Section 6.2 **Examples** The Employer's exclusive rights shall include, but shall not be limited to, the following:

- 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 or to discipline to maintain order among employees;
- 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. Discipline for just cause (including suspend, demote or discharge employees), or layoff, transfer, assign, schedule, promote or retain employees and to relieve 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 determine, and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any locations and number of employees;
 - L. The right to establish the hours of work, work schedules, and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
 - M. To promulgate and enforce employment rules and regulations as related to job performance;
 - N. The right to maintain the security of records and other pertinent information;
 - O. The right to determine and implement necessary actions in emergency situations;
 - P. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job

classifications, and the standards of quality and performance to be maintained; and,

Q. The right to determine the engineer's office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 6.3 **Reservation of Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements 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.

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.

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 7 BULLETIN BOARD

Section 7.1 Bulletin Board The Engineer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Engineer, bulletin boards are already available, the Engineer may permit the Union use of said bulletin boards.

Section 7.2 Union Notices All Union notices which appear on the bulletin board shall be posted and removed by the Union Steward of the area and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

- A. Notice of Union recreational and social affairs, and meetings;
- B. Union appointments;
- C. Notice of results of Union elections;

- D. Reports of non-political standing committees and independent non-political arms of the Union;
- E. Publications or rulings of the Union.

Section 7.3 Inappropriate Materials All other notices of any kind not covered in A through E above must receive prior approval of the Engineer, or his Deputy. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee, Deputy Engineer, or Engineer;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any employee organization;
- D. Attacks on and/or favorable comments or endorsements regarding a candidate for public or Union office, election issues, or political parties.

ARTICLE 8 WORK RULES

Section 8.1 Promulgation Of Work Rules The Union recognizes that the Engineer or his designee(s) in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, and to amend such rules, policies, and procedures as necessary, to regulate the personal conduct of employees and the conduct of the Engineer's services and programs.

Section 8.2 **Notice To Employees** The Employer agrees that, to the extent possible, new or revised work rules and directives shall be made available to members five (5) days in advance of their implementation unless circumstances require shorter notice. The Employer will provide a copy of any new work rule to the local President.

Section 8.3 **Violations** Employees violating the rules, policies, procedures and directives of the Employer may be subject to disciplinary action. Issuance and appeal of disciplinary actions shall be appealed according to the provisions of this Agreement.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 **General** This grievance procedure specifically limits the process of review, appeal, or grievance (as defined in this Article) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

This grievance procedure shall be the exclusive procedure for resolving disputes arising from the terms of this Agreement.

Section 9.2 **Definitions** For the purpose of this procedure, the below-listed terms are defined as follows:

- A. Grievance. A "grievance" shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation or compliance with the specific and express written provisions of this Agreement.
- B. Grievant. The "grievant" shall be defined as any employee or group of employees within the bargaining unit. If a group grievance is filed all grievants must be identified when the grievance is filed.
- C. Party in interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days. A "day" as used in this grievance and arbitration procedure shall mean a calendar day.

Section 9.3 Procedures The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include: the name and position of the grievant; identification of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and, a general statement of the redress sought by the grievant.
- B. Except at Step 1, all decision appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3 and must identify, by name, all grievants. All employees in a group grievance shall be bound by the outcome.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer and Union in future proceedings. Bargaining unit employees have the right to present grievances and have them adjusted, without representation by the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer or any settlement reached.
- E. The grievant may be represented by the duly authorized representative of the Union at any formal step of the grievance procedure. A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance.

- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement. The Union 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.
- G. The preparation of grievances and investigations shall be conducted on non-working hours except as otherwise specifically provided in this Agreement.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 9.4 Steps All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1 Supervisor An employee who believes he may have a grievance shall notify his supervisor of the possible grievance within five (5) days of the occurrence or the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee, and his union steward if the employee desires, within seven (7) days of the notice to the supervisor, at which time the issue in dispute will be

discussed with the objective of resolving the matter informally.

Step 2 Department Head If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the department head within seven (7) days of the informal meeting or notification of the supervisor's decision at step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the supervisor fails to give the employee an answer. The department head shall give his answer within seven (7) days of the grievance.

Step 3 Engineer If the grievant(s) is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Engineer or his designee within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Engineer or his designee shall convene a hearing within fourteen (14) days of receipt of appeal. The hearing will be held with the grievant, his representative, if the employee desires, and any other party necessary to provide the required information for the rendering of a proper decision. The Engineer or his designee shall issue a written decision to the employee representative within twenty-one (21) days from the date of hearing.

Step 4 Mediation/Arbitration If the grievance is not satisfactorily settled at Step 3, the Union, may within thirty

(30) calendar days after receipt of the Step 3 answer, submit the grievance to mediation or go directly to arbitration. If the Union requests mediation, the Union and the Employer agree to use either SERB (State Employment Relations Board) or FMCS (Federal Mediation and Conciliation Service) to supply the mediator. If the Union and the Employer cannot agree on which organization will supply the mediator, the parties agree that FMCS will be used. The parties agree to be bound by the rules of the organization supplying the mediator. The parties to this agreement agree to share any and all costs associated with the mediation process. If the mediation does not produce a settlement, or if the Union desires to bypass mediation and go directly to arbitration, the parties will meet to select a mutually agreed arbitrator. If the parties are unable to mutually select an arbitrator, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. Requests for an arbitration panel must be submitted within thirty (30) calendar days of the notice of intent to arbitrate. The parties shall meet upon receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator. The failure of the union to timely pursue arbitration or the selection of an arbitrator will be deemed a waiver of arbitration.

Section 9.5 Authority Of Arbitrator The arbitrator shall limit his decision strictly to the interpretation, application, or

enforcement of the specific articles and sections of this Agreement as they apply to the specific evidence and issues submitted and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to or, subtracting from, or varying in any way the terms of this Agreement;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement; and/or
3. Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the arbitrator resulting from any arbitration of a grievance hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances

arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

Section 9.6 Arbitration Procedure The cost of the arbitrator shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

The arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the employer's payroll, the amount so awarded shall be less any unemployment compensation, if received, or earned wages from any employer including other state, county or municipal agencies, and shall not include the assumption an employee would have worked overtime during the period of separation from the Employer's payroll.

Section 9.7 Prearbitration Meeting Either party may request, in writing, a prearbitration 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 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the prearbitration meeting.

If this pre-arbitration process is utilized, any documentation or witness lists not exchanged through this procedure cannot be used in the arbitration hearing and the arbitrator shall not allow any documents or witnesses not previously provided or listed.

Section 9.8 Indemnification The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedure contained in this agreement.

ARTICLE 10 DISCIPLINARY PROCEDURES

Section 10.1 Causes For Discipline Employees may be disciplined for just cause. The following are examples or areas upon which cause may arise: incompetency,

inefficiency, dishonesty, insubordination, violations of established work rules, neglect of duty, failure of good behavior, violation of appropriate standard of conduct, discourteous treatment of the public, or other valid reason for discipline. The severity of the discipline shall be determined by the severity of the incident or infraction.

Section 10.2 Considerations For Discipline Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

Section 10.3 Notification Of Discipline Within fourteen (14) days of holding the predisciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons for the disciplinary action, and the effective date of such disciplinary action.

Section 10.4 Predisciplinary Conference In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension or removal, a predisciplinary conference between the employee and the Employer's designee shall be arranged no later than thirty (30) days after the Employer has gained knowledge, or reasonably should have had knowledge of the incident giving rise to the discipline. The Employer for the purpose of this article only, shall be defined as a department head or higher on the table of organization. This conference shall be

scheduled not earlier than 24 hours after the employee is notified of the predisciplinary conference. The employee may have a union steward or an employee representative plus the staff representative present at the predisciplinary conference. The employee shall be responsible to notify the steward or staff representative. Discipline may include written verbal reprimands, written reprimands, suspensions without pay, demotions, and discharge from employment.

When the nature of the offense is such that immediate disciplinary action is required, the Employer is not prohibited by the terms of this provision from taking immediate disciplinary action. Additionally, the Employer may have additional personnel present at predisciplinary conference. Bargaining unit employees have the right to present evidence and to seek adjustment of disciplinary actions without the intervention of the bargaining representative or the Union, as long as such adjustment is not inconsistent with the terms of this Agreement.

Section 10.5 Appeals Of Discipline Verbal reprimands which are noted in the employee's file and written reprimands are subject to appeal, within five (5) days of notification, under the grievance procedure to Step 3 only. An employee may appeal, in writing, time-off disciplinary action (such as suspensions) to the grievance procedure, set forth in this Agreement, within seven (7) days of notification and such grievance shall be initiated at Step 2 of the grievance procedure.

Section 10.6 Distribution Of Copies Of Discipline Copies of suspensions shall be given to the affected employee with a copy of such given to the local Union President.

Section 10.7 Records Of Discipline Records of reprimands shall be removed from the employees' personnel file after 12 months providing there are not intervening corrective actions, and shall not be considered thereafter. Prior discipline may be used for the purpose of establishing that an employee was advised of a required standard of conduct.

Section 10.8 Disciplinary Time Limits The time limits referenced herein shall be adhered to and deviation from them without mutual agreement of the parties, shall void any further pursuit of discipline.

Time limits concerning a recommendation by the Accident Review Board (ARB) that a predisciplinary hearing be convened do not begin until the date that the ARB committee makes a decision.

Investigations of criminal conduct are not subject to the thirty (30) day time limit referenced above.

Time limits may be extended by mutual agreement of the parties.

Section 10.9 Last Chance Agreements Last chance agreements will be kept in a separate disciplinary file and not in the effected employee's personnel file. The last chance agreement will be kept on file indefinitely. Two years after the last chance agreement has been executed, it will cease to have any force or effect in matters of discipline not related to the offense dealt with in the original agreement, nor will it be considered in any promotional considerations that arise.

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 Layoff Notification When the Employer determines that a layoff or job abolishment is necessary due to lack of work, lack of funds, or reorganization for efficient operation, the Employer shall notify the affected employees no less than fifteen (15) 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 and effects of a layoff. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 11.2 Layoff The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification 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.

Within a classification where a layoff occurs, all temporary, intermittent and seasonal employees of the affected classification will be laid off before members of that classification.

In the event of a layoff where temporary, intermittent, and seasonal employees in other classifications in the bargaining unit are not affected because of being out of the classification of layoff, bargaining unit employees affected (i.e., laid off or displaced) shall have the right to displace such employees provided they have the skills to do such work.

Section 11.3 Bumping/Displacement An employee who is laid off from a classification may bump\displace another employee in lower classifications in the classification series in which the employee is qualified provided the bumping employee has more total seniority with the Engineer's Office. That is, an employee may displace to a lower classification in a classification series. Displacement shall be to those classifications set forth in the Appendix A, which is a list of classification series for displacement, listed by pay range assignments to bargaining unit classifications.

Section 11.4 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.

Section 11.5 Time Limits for Recall Notice of recall shall be sent by registered mail to the employee's last known address. A laid off employee who receives notice of recall shall have fourteen (14) calendar days from the date of receipt to accept or reject the recall by the Employer. Failure to respond in writing within fourteen (14) days shall constitute a rejection of recall. Rejection of recall shall forfeit all recall rights.

The employee who has been properly notified by the Employer must report to work within seven (7) calendar days from the date of acceptance of the notification or at the discretion of the Employer or at the time mutually agreed to by the Employer and the employee. 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 one (1) calendar year from the effective date of layoff.

If a bargaining unit member has bumped into a lower classification, he shall be reinstated to a vacancy in his prior classification before any member is promoted to a position in that classification.

Section 11.6 Cooperation in Event of Layoff The parties recognize that numerous positions within the bargaining unit

may be funded pursuant to a contract for special purposes or projects between the Engineer/County and various subdivisions. In the event that such a contract is eliminated or reduced, that elimination or reduction may be the proper basis for layoffs.

Section 11.7 Subcontracting In the event the Employer determines to layoff employees as a result of subcontracting, the Employer shall provide the union sixty (60) day written notice prior to the expected date of layoff. Prior to the layoff the Employer and Union shall meet to discuss the effects of the layoff. Additionally, the Union may present to the Employer cost effective and efficient means to maintain the employees. The Union must present its plan at least thirty (30) days prior to the announced date of layoff.

ARTICLE 12 VACATION

Section 12.1 Vacation Accrual Employees shall accrue vacation leave for each complete 80 hour biweekly pay period in active pay status according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>	<u>MAX ACCRUAL</u>
Less Than 1 Year	0	N/A
1 Year Up To 8 Years	3.1	240
8 Years Up To 15 Years	4.6	360
15 Years Up To 25 Years	6.2	480
25 Years And Up	7.7	600

Probationary employees (newly hired) shall not be eligible to use vacation leave until they have worked for the Employer for one year. Upon attainment of one year total service, each employee is automatically credited with 80 hours of vacation, provided that he has been in a paid status during that year.

Section 12.2 **Annual Vacation Leave Requests** Each employee may submit a request for annual vacation leave by March 31 of each year. Conflicts between employees who cannot, in accordance with the operations of the Employer, be scheduled off at the same time will be resolved by seniority. Any vacation leave requests after March 31, each year shall be on a first-come, first-served basis.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer. All vacation leaves are subject to the operational needs of the Department. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Department.

Vacation leave shall be charged in minimum units of one (1) hour.

Section 12.3 **Vacation Scheduling** Vacation scheduling shall be subject to the schedules of the various work units. Selections shall be within the work unit. Employees who are promoted or reassigned to a new work unit shall, if

necessary, reschedule vacation leave according to the work schedule--vacation schedule of the new work unit.

Section 12.4 **Prior Service** Service for purposes of accruing vacation leave shall include all time worked with the Franklin County Engineer's Office and all time worked with a prior public employer as long as contributions were made on behalf of the public employee to the Ohio Public Employee Retirement System or to any other Ohio based public employee retirement system such as STRS, SERS, etc.

Section 12.5 **Holidays During Vacation** In cases where a recognized, paid holiday falls within any vacation, no vacation leave will be deducted from the accumulated vacation balance for the paid holiday.

Section 12.6 **Payment on Separation or Death** Upon voluntary separation from service, an employee shall receive compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

ARTICLE 13 PROBATIONARY PERIOD

Section 13.1 **Original Probationary Period** Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall continue for a period of one

hundred eighty (180) days. The probationary period employee may be removed at any time during his/her probationary period. Probationary removals are not appealable to the grievance procedure.

Section 13.2 Promotional Probationary Period Every newly promoted employee will be required to successfully complete a probationary period of one hundred twenty (120) days. The promotional probationary period employee may be demoted to a position in his former classification any time during the promotional probationary period. Probationary period reductions are not appealable to the grievance procedure.

Section 13.3 Extensions of Probationary Periods Probationary periods will be extended by any unpaid absence or by any paid leave time totals in excess of five (5) days. Probationary periods may be extended by the Employer, at his discretion, for a period up to ninety (90) days if the employee demonstrates a need for a longer period for probation.

Probationary employees, new and promotional, shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals for new hires, and demotions for promotional probationary period employees.

ARTICLE 14 MEDICAL EXAMINATION

Section 14.1 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 Engineer or his designee. Examinations may be either periodic or as the Employer reasonably requires.

Section 14.2 Health and Safety Examinations are intended to guard the health and safety of employees and/or general public and will be ordered, only when, as a precautionary measure, periodically to ensure the health of employees or when in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

Section 14.3 Examinations The Employer may require an employee to take an examination, conducted by a licensed practitioner, to determine the employee's physical or mental capability to perform the essential functions of the employee's classification. For purposes of this Article, licensed practitioner is defined as a licensed psychologist or psychiatrist to conduct a mental examination and/or an M.D. or D.O. to conduct a physical examination. If found not qualified, the employee may request available sick leave or vacation or disability leave without pay with the right to return within one year. If the employee disagrees with said determination he may be examined by a licensed practitioner

of his choice at his expense. If the two reports conflict, a third opinion shall be rendered by a neutral licensed practitioner chosen by the parties. The neutral licensed practitioner's decision shall not be appealable to the grievance procedures. The neutral licensed practitioner's cost shall be borne by the Employer.

Section 14.4 **Inability to Perform** If an employee after examination is found to be unable to perform the essential functions of his position, then the employee may utilize accumulated unused sick leave or other leave benefits.

Section 14.5 **Leave Status** Leave under the provisions of this Article shall continue for a period of one (1) year (which period includes time spent in any leave status, paid or unpaid) unless the employee is certified as being able to return to work by a physician of the Employer's choice. If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability leave. 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.

Section 14.6 **Return From Leave** 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 14.7 Requirements 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 14.8 Cost of Examinations 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 15 SAFETY AND HEALTH

Section 15.1 Health And Safety It is agreed that safety must be a prime concern and responsibility of both parties. The Employer agrees to maintain all buildings, facilities, vehicles, and equipment owned and operated by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to their supervisor or employer safety coordinator any perceived unsafe or unhealthy buildings, facilities, vehicles, or equipment. Reports shall be made in writing when reasonably possible. Oral reports will be confirmed in writing, as soon as practical.

Section 15.2 Discussions In Labor-Management Meetings Issues of safety and health may be raised in labor-management meetings.

ARTICLE 16 SICK LEAVE

Section 16.1 Annual Sick Leave Credit All full-time employees shall be credited sick leave at the rate of 4.6 hours per eighty hours in active pay status to a maximum of 4.6 hours per pay period.

Section 16.2 Uses for Sick Leave Employees may use sick leave for absence due to: personal illness, pregnancy of employee or spouse, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury in the employee's immediate family where the presence of the employee is required. Employees shall make reasonable efforts to schedule doctor's appointments so as not to interfere with their work schedules. Employees shall not use sick leave to cover tardiness.

Immediate family is defined as: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Grandparents are the grandparents of the employee, and in-laws are those of the employee's current spouse.

Section 16.3 Bereavement Leave Sick leave granted for the death of a member of the immediate family, as defined above, may not exceed five (5) working days.

When sick leave is used for bereavement purposes, it shall be deducted from the employee's sick leave balance on the basis of one hour for every hour of absence, in one hour increments.

Section 16.4 Usage of Sick Leave When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one hour for every one hour of absence.

Section 16.5 Evidence Required for Sick Leave Usage

A. The employee shall furnish the Employer a standard written signed statement to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

B. If an employee is absent for three (3) or more consecutive work days, the employee shall submit a request for leave and a statement from their medical practitioner on the day of their return to work from paid sick leave or unpaid leave of absence due to illness before sick leave will be authorized.

C. When medical procedures are scheduled in advance, the employee shall submit a request for leave and a statement from their medical practitioner prior to the commencement of paid sick leave where practical. No later than three (3)

work days prior to the expiration of sick leave granted under this condition, or at the earliest practical opportunity, the employee may request extension of the length of the anticipated absence and may request to modify the expected date of return to work, accompanied by a revised written statement and statement from their medical practitioner.

D. When a medical practitioner's statement is required, it must outline the general nature of the employee's illness, the date the treatment began and the expected date of return. It should also specify if there are any work limitations and the length of the limitation.

E. Sick leave records, including medical practitioner's statements, will be maintained in a separate confidential file.

Section 16.6 Notification by Employee When an employee is unable to report to work he shall notify his immediate supervisor or other designated person at least one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless the length of absence is for a specific projected length of time and the supervisor agrees not to require daily reporting. The decision of a supervisor to require daily reporting when the length of projected absence is known may be reviewed by the human resources administrator if requested by the employee.

Section 16.7 Physician Statement If medical attention is required, the employee may be required to furnish a statement from a licensed practitioner (which may include physician, psychologist, psychiatrist, dentist, licensed

counselor, physical/occupational therapist, chiropractor, podiatrist, or other practitioner licensed by the state of Ohio) notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the employee may be required to submit a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

Section 16.8 Physician Examination The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation, in that order. The cost of such examination shall be paid by the Employer.

Section 16.9 Sick Leave Conversion Upon Retirement Upon retirement, resignation or death, after eight (8) but less than fifteen (15) years with the County, State of Ohio, any political subdivisions or any combination, an employee may elect to be paid in cash for one-fourth (1/4) of accrued sick leave up to a maximum of 360 days. After fifteen (15) or more years, with the County, State of Ohio, any political subdivisions or any combination, an employee may elect to

be paid in cash for one-half (1/2) of accrued sick leave. Payment will be at the rate of pay at the time of separation.

Such payment will be made only once to an employee. Payment for sick leave conversion to cash eliminates all accrued sick leave credit earned by the employee at the time of separation.

Section 16.10 **Use of Sick Leave Before or After a Paid Holiday** In order for an employee to be eligible for paid sick leave the day before or the day after a paid holiday, the employee must submit a written statement and/or statement from their medical practitioner upon return to work.

Section 16.11 **Family Medical Leave** Employees must submit required FMLA forms, when appropriate, and when designating sick leave as qualified FMLA leave.

Section 16.12 **Wellness Program** The Employer shall maintain a Wellness Incentive Program as an incentive to minimize sick leave use and increase attendance. The wellness period runs from December 1 through November 30 for each calendar year. All new full-time employees hired after December 1 of each calendar year are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to a cash pay out:

<u>Amount Used in 12 Month Period</u>	<u>Maximum Conversion</u>
10 hours or less	40 hours
between 10.25 and 16 hours	32 hours
between 16.25 and 24 hours	24 hours
between 24.25 and 32 hours	16 hours
between 32.25 and 40 hours	8 hours

Once an eligible employee elects to convert a specified number of sick leave hours to cash, the same amount of hours will be eliminated from their unused sick leave balance.

ARTICLE 17 PERSONAL LEAVE

Section 17.1 Eligibility All bargaining unit employees shall be eligible for personal leave at his/her current rate of pay.

Section 17.2 Accrual Bargaining unit employees on the payroll shall be granted forty (40) hours of personal leave on January 1 of each calendar year. Bargaining unit employees hired after the start of a calendar year will be credited with personal leave on a prorated basis after they have completed their initial probationary period. The prorated formula shall be 0.154 hours for each workday (including holidays) of the calendar year retroactive to the employee's date of hire.

Section 17.3 Use Up to three (3) days of the personal leave may be taken in full day (8 or 10 hours) increments

without prior approval. The employee will be required to notify his/her supervisor at least one-half (1/2) hour prior to such uses. Personal leave hours may be taken in increments of less than a full day, but the employee is required to get prior written approval from his/her immediate supervisor to insure the employer's ability to meet operational needs. Personal leave requests for more than one day of consecutive usage will require prior approval as well.

Section 17.4 Unused Balance Personal leave may not be carried over from one calendar year into another. Personal leave not used during the calendar year will be eliminated.

Section 17.5 Separation from Service Unused personal leave is not paid out at separation. If the employee has used more personal leave than entitled to at the time of separation, the difference between the number of hours used and the number of hours available to the employee based on the date of separation will be multiplied by the employee's hourly rate of pay and will be deducted from the employee's final paycheck.

ARTICLE 18 HOLIDAYS

Section 18.1 Holidays Observed All full-time employees shall receive the following holidays:

- | | |
|---------------------------|--------------------------|
| 1. New Year's Day | January 1st |
| 2. Martin Luther King Day | Third Monday in January |
| 3. President's Day | Third Monday in February |

4. Memorial Day	Fourth Monday in May
5. Independence Day	July 4th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	November 11th
9. Thanksgiving	Fourth Thursday in November
10. Christmas	December 25th

Section 18.2 Observance of Holidays Any holiday which falls on a Saturday shall be celebrated on the preceding Friday and any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

Section 18.3 Pay for Holidays Employees shall receive their regular rate of pay for the holiday for the hours normally scheduled not to exceed eight (8) hours pay.

Section 18.4 Eligibility for Holiday Pay In order to receive holiday pay an employee must work the scheduled work days before and after a holiday unless the employee is on prior approved vacation or prior approved paid leave or has a physician's statement for such absence.

Section 18.5 Holidays During Vacation Holidays occurring during a pre-approved vacation shall be paid to the employee and the employee shall not be charged vacation leave for the holiday. Holiday pay and vacation leave pay may not be pyramided.

ARTICLE 19 HOURS OF WORK/OVERTIME

Section 19.1 Work Week The normal work schedule for full-time FCEO employees is based on a 40-hour work week, excluding meal time. A work week is considered Monday 12:01 a.m. through Sunday midnight, unless changed by the Franklin County Auditor. The work schedule for Bargaining Unit employees other than Security Officers and Custodian will be 7:00 AM to 3:30 PM. Summer hours will continue as described in Section 19.6. This is neither a guarantee of hours of work, nor does it limit the Employer's right to modify or reduce the work week at any time.

Section 19.2 Overtime Eligible employees who are required to work over forty (40) hours in any work week shall be compensated at time-and-one-half the employee's hourly rate of pay. Employees required by emergency conditions to work during a paid holiday shall receive time-and-one-half their hourly rate of pay in addition to the holiday pay for up to eight (8) hours. Hours for which an employee is compensated, but does not actually work because of sick leave, personal leave, vacation or comp time, will be counted as "work hours" for purposes of determining eligibility for overtime in a forty (40) hour week.

Section 19.3 Compensatory Time Employees may elect to count overtime hours worked as compensatory time. Compensatory time is accrued at time-and-one-half for each

hour of overtime worked. Part-time, temporary, and seasonal employees may not accrue compensatory time.

Employees may accrue up to one hundred twenty (120) hours of compensatory time.

Compensatory time may be taken at a time that is mutually agreeable between the employee and his/her supervisor. Requests to use compensatory time must be submitted in writing on the appropriate form and must be approved by the supervisor before the time is taken.

Supervisors will report all compensatory time on weekly time sheets. Employees who elect to use compensatory time must sign and date a request form to accompany the time sheet. The time sheets are sent to the Human Resources Department, Payroll.

Section 19.4 Equal Opportunity of Overtime When overtime is required each qualified employee will have an equal opportunity of overtime in each department, headquarters and specialty crews by seniority/rotation. If there is a lack of volunteers, then the job is assigned by reversed seniority to the least senior qualified employee. In an emergency this section is suspended. The remedy for the first missed overtime opportunity will be that the next overtime opportunity will be offered to the missed qualified employee. This remedy will be repeated until the missed employee has been offered the opportunity to make up the same number of overtime hours missed. If the same

supervisor is responsible for repeated mistakes in working the overtime call-outs, the union will be able to expand its remedy sought through the grievance procedure.

Section 19.5 Call Back/Call-in Pay When an employee has been released from work and is required to come back into work, he/she shall be paid for four (4) hours at the overtime rate or for the actual hours worked at the overtime rate, whichever is greater. When an employee is required to report to work and is required to work into his/her regular shift, the employee will be paid in accordance with the overtime guidelines and WILL NOT receive Call Back/Call-in Pay.

Section 19.6 Summer Hours The decision to offer summer hours and the starting and ending dates for summer hours rest solely with the discretion of the Franklin County Engineer. Summer hours will normally be available to bargaining unit employees except for those in the following classifications: Custodian and Security Officer. Summer hours will usually consist of four, ten-hour days. Management will consult with the union through the Labor Management Committee meetings prior to determining starting and ending dates for summer hours.

Section 19.7 Temporary Working Levels Employees serving in a TWL must serve in the position for 40 consecutive hours before they will be compensated at the higher rate of pay. Compensation at the higher rate of pay begins after the completion of the first 40 consecutive hours

and is retroactive to the beginning of the TWL. Employees serving in a TWL will receive a maximum of a four percent (4%) increase, not to exceed the maximum hourly rate of the new pay range, in his/her rate of pay for the hours actually worked during the TWL. No increase will be given if the employee uses vacation leave, sick leave, personal leave, compensatory time, jury duty, military duty or holidays during his/her TWL.

Section 19.8 Snow and Ice Policy The Union recognizes that the Snow and Ice Policy is a policy outside of the negotiated agreement and that this section of the contract is not intended to incorporate the Snow and Ice Policy by reference.

The Employer hereby agrees that the Labor Management Committee in August will appoint a committee to discuss the Snow and Ice Policy in August and/or September. At the committee meetings, the existing Snow and Ice policy will be discussed to allow the Union to make suggestions by way of addition, deletion, or modification.

The final version of the Snow and Ice policy will be decided by the Highway Maintenance Engineer and approved by the Franklin County Engineer. Violations of the Employer's policy may be grieved up to Step 3 of the grievance procedure, but the Union agrees that the decision of the Director of Human Resources is final and binding on the parties and cannot be challenged in any other venue.

ARTICLE 20 SENIORITY

Section 20.1 Definition of Seniority As used herein, the term "seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee with the Franklin County Engineer's Office. Service as a summer/seasonal employee, or in another position in the County shall not be credited as service. Part-time service in the bargaining unit would be prorated. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 20.2 Application of Seniority "Seniority" shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be the last four (4) digits of the employees' social security numbers; the highest number will be considered the more senior employee. For example, the employee with the last four digits of 1234 is more senior than the employee with the last four digits of 0989.

Section 20.3 Breaks in Service The following situations shall constitute breaks in continuous service for which seniority is lost:

- (A) Any termination, discharge, or removal;
- (B) Retirement;
- (C) Layoff for more than one year;
- (D) Failure to return to work within ten (10) calendar days of a recall from layoff;
- (E) Failure to return to work at the expiration of leave of absence;
- (F) A resignation or job abandonment; or,
- (G) Absent without leave for more than three (3) working days except in extenuating circumstances as determined by the Employer.

Employees absent while on an approved, unpaid leave of absence shall not be considered to have a break in continuous service but shall not accrue seniority while on an approved, unpaid leave of absence.

Section 20.4 Seniority List The Employer shall annually prepare a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to the seniority list shall be resolved through discussions between representatives of the parties or in labor-management meetings and must be presented by the Union or the employee within five (5) calendar days after the seniority list is posted.

ARTICLE 21 VACANT POSITION

Section 21.1 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. All qualified applicants for a lateral transfer will be given the first opportunity and interview for a vacant position. A lateral transfer is defined as a transfer from one reporting location to another reporting location in the same classification. Nothing in this Article shall be construed as limiting the Employer's authority to employ persons from outside the Department.

Section 21.2 Criteria for Selection Criteria to be utilized in reviewing qualified applicants shall include the applicant's previous work record, job performance, experience, qualifications and attendance. If all of the criteria utilized in reviewing qualified applicants are considered relatively equal, seniority shall be considered to make the selection. Each of these factors is not necessarily given equal weight.

During the interview process, the interview panel shall inform each applicant that the appropriate Department

Head/Supervisor conducting the interview will be available following the interview process to meet with those employees who are not selected. The meeting will provide an opportunity to explain to the employee the reason for the non-selection and, when appropriate, advise the employee on steps to better prepare them for future opportunities.

Section 21.3 Notice of Vacancy When it is determined that a vacant position is to be filled, a notice of vacancy shall be posted for five working days at each headquarters. The posting 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.

Section 21.4 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. Vacancies shall be filled with the most qualified candidates. All applicants shall be informed of the results of filling the position. If there are no successful bidders from the bargaining unit to fill the job, the Engineer may fill the vacancy through external means.

Section 21.5 Bids All employees are considered eligible for a promotion, including those who are on probation or in their training period.

Section 21.6 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 21.7 Notice to Applicants Once the selection has been made, the Employer will notify all applicants of the selection in written form.

Section 21.8 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

ARTICLE 22 LABOR-MANAGEMENT MEETING

Section 22.1 Meetings A labor-management meeting shall be conducted at least once every six (6) months on a mutually agreeable day and time. Additional meetings may be held as often as is mutually agreed necessary.

Section 22.2 Representatives Attendance at labor-management meetings will be limited to two (2) employee union representatives and two (2) employee management representatives. Each party may also have present one (1) non-employee representative.

Section 22.3 Purpose The purpose of such meeting will be limited to: 1) consider and discuss health and safety matters within the Department; 2) discuss ways to increase productivity and improve efficiency; 3) give each party the opportunity to present views; 4) disseminate general information of interest to the parties; and 5) discuss grievances if such discussions are mutually agreed to.

Section 22.4 Early Retirement Buyout If an early retirement program is made available to the Franklin County Engineer's Office, it shall also be made available to all eligible bargaining unit employees. This information will be presented in the Labor Management Meeting forum.

Section 22.5 Job Descriptions The Franklin County Engineer will provide a draft copy of all new or revised Bargaining Unit job descriptions to the Union. The Union will be given a reasonable amount of time to review, comment, and provide input on said job descriptions prior to implementation. This will normally be handled during the regularly scheduled labor/management meetings.

ARTICLE 23 INSURANCE

Section 23.1 Medical, Dental, and Vision Insurance The Employer shall make available and pay to the current level group medical, dental, and vision insurance coverage for each full-time employee under the General County Insurance Plan. Should any changes occur to the Franklin County plan implemented during the term of this Agreement, the Union will be given prior notice of the change and upon request by the Union a County Representative will meet with the Union and explain the changes in the plan.

Section 23.2 Life Insurance The Franklin County Engineer shall provide and pay the premiums for individual life insurance coverage with a death benefit at the current level. The plan will only be modified if Franklin County's life insurance plan is modified, and the Union will be given prior notice of the change and upon request by the Union a County Representative will meet with the Union and explain the changes in the plan.

Section 23.3 Modifications to Coverage or Carriers It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the Employer, 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. Additionally, it

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

ARTICLE 24 COURT LEAVE

Section 24.1 Court Leave Court leave is permitted without loss of pay when an employee is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation for such duty shall be submitted to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. If there are questions regarding whether or not to return to work the employee shall contact the Human Resources Department (HRD).

Employees shall inform their supervisor and the HRD as soon as they receive notice of jury duty or are subpoenaed for a court and shall provide the personnel office with a copy of the summons or subpoena.

Section 24.2 Personal Matters Employees shall not receive court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, or custody matters. These absences

shall be considered leave without pay, vacation, personal leave or compensatory time at the discretion of the employee who must submit a request for such leave in advance of the day(s) which they must appear in court or adjudicatory body. Employees must inform their supervisor and the HRD as soon as they receive notice or are subpoenaed and shall provide the HRD with a copy of the subpoena or summons.

ARTICLE 25 WAGES

Section 25.1 Procedure It is agreed that all bargaining unit employees will receive wage adjustments in accordance with the approved budget and the merit pay and performance appraisal system utilizing the performance evaluation form and procedure. The Annual Performance Evaluations will be sent to the bargaining unit supervisors on the first Monday of February of 2017, 2018, and 2019.

Section 25.2 Effective Date Merit pay increases will occur in the first full pay period in:

- a) April, 2016
- b) April, 2017
- c) April, 2018

Section 25.3 Merit Pay Review Procedure The following is the procedure for requests by employees for the review of merit pay increases.

All employees may requests a review of their performance evaluation and merit pay increase through the policy of the Engineer's Office.

The following procedure for review of merit pay increases will apply if an employee receives an annual pay raise increase that is less than 60% of the percent increase of the pay table. The following procedure will not be available if an employee has received a pay increase that is 60% or greater of the percent increase of the pay table. The review process will be as follows:

1. An employee may submit a written request within seven (7) days of receiving notification of his/her annual performance review and merit pay increase for a review by the Human Resource Director.
2. The Human Resource Director must respond to the employee merit review request within twenty-one (21) calendar days. By mutual written agreement, the time for the response by the Human Resource Director may be extended.
3. If the employee is not satisfied with the merit review of the Human Resource Director or thirty (30) days has lapsed since the request was submitted by the employee to the Human Resource Director and no reply received, then within five (5) days the employee may file a grievance under Article 9 of the Grievance Procedure

which shall be followed except as modified in this procedure.

4. The steps of the Grievance Procedure shall be followed unless mutually waived.
5. After Grievance procedure Step 3 has been concluded and before the grievance may proceed to arbitration, a Review Committee, consisting of two (2) members from management and two (2) members from the Union shall consider the request for review. Requests for review must be submitted to the Committee within five (5) days of the response to Step 3. The Committee shall consider the request for review and issue a written response within fourteen (14) calendar days of its receipt of the request for review. The Review Committee may review the documentation submitted and/or may request input from the individuals involved in the employee's performance evaluation. If the Committee decides by a majority vote then the decision of the Committee shall be binding on all parties and the grievance may not be advanced to arbitration.
6. If the Committee for review has a tie vote, then the Union may submit the grievance to arbitration. The submission to the arbitration procedure must be within five (5) days of receipt of the response of the Committee under item 5 above or within five (5) days of the due date of the response of the Committee. At

arbitration the Union shall have the burden of proof to establish that the merit pay increase was improper.

Section 25.4 Training and Service Credit In recognition of the specialized training received; the enhanced ability to operate light and heavy equipment; the ability to help mentor and assist newly hired employees; and/or the increased skill levels acquired due to years of service with the Franklin County Engineer; full-time employees will be compensated with a one-time lump sum training and service credit at the end of the year that they reach the following milestones of service with the Franklin County Engineer:

15 Years	\$ 750.00
20 Years	\$1,000.00
25 Years	\$1,250.00
30 Years	\$1,500.00

In addition to the above payments, beginning at year twelve, each full-time employee shall receive \$500.00 annually for each year not listed above. Under no circumstances shall an employee receive two (2) Training and Service Credit payments in a single calendar year. All Training and Service Credit payments shall be made in a separate check on the first non-pay Friday in December of each year.

Section 25.5 Tool Allowance All eligible employees (those required to supply their own tools) shall exercise an option in March of each year for a tool allowance that consists of

either a \$350.00 cash allowance to be paid on the second paycheck in April or a \$600.00 voucher allowance to purchase new or replace tools. The cash option will be taxed as income. The voucher system will require prior approval of the supervisor and a receipt supplied by the employee. The voucher will be processed for payment as soon as possible.

ARTICLE 26 DURATION AND EXECUTION

Section 26.1 Obligation to Negotiate The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively 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 or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

Section 26.2 Duration This Agreement shall become effective on April 1, 2016, and shall terminate on March 31, 2019, unless extended by mutual written agreement of the parties.

FOR OHIO COUNCIL 8 AND AFSCME

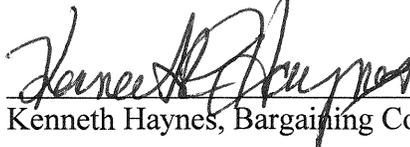
FOR FRANKLIN COUNTY ENGINEER'S OFFICE



LeRoy Herd, Staff Representative



Dean C. Ringle, P.E., P.S., County Engineer



Kenneth Haynes, Bargaining Committee

 4/27/16

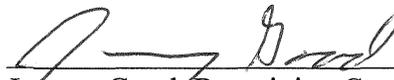
Cornell R. Robertson, P.E., P.S., Chief Deputy



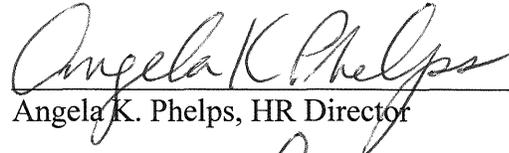
Martin Colaner, Bargaining Committee



Mark Sherman, P.E., Chief Deputy



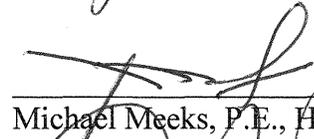
Jeremy Good, Bargaining Committee



Angela K. Phelps, HR Director



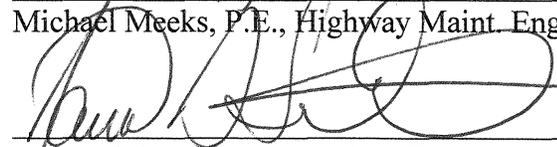
Michael Maggard, Bargaining Committee



Michael Meeks, P.E., Highway Maint. Engineer

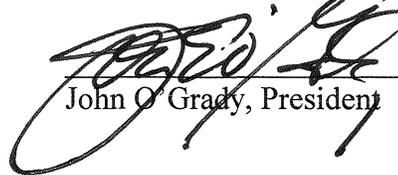


Rodney Mollette, Bargaining Committee



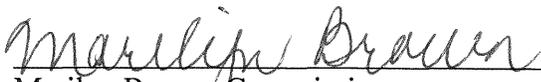
Jaime Tickle, P.E., Operations Engineer

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO:**



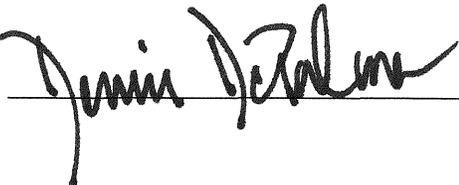
John O. Grady, President

Paula Brooks, Commissioner



Marilyn Brown, Commissioner

APPROVED AS TO FORM BY THE COUNTY PROSECUTOR:



RESOLUTION # 0370-16

APPENDIX A
CLASSIFICATION SERIES FOR DISPLACEMENT
AND ASSIGNMENT OF PAY RANGES

Series for use in displacement under Article 11 layoffs are as follows:

<u>Title</u>	<u>Pay Range</u>	<u>Title</u>	<u>Pay Range</u>
Traffic Worker 1	F	Equipment Operator 1	D
Graphics Designer	J	Grounds Maintenance Worker	D
		Building Maintenance Worker 1	D
Auto Service Worker 2	D	Building Maintenance Worker 2	I
Asst Auto Mechanic	D	Electrician	K
Auto Mechanic 1	G		
		Equipment Operator 1	D
Auto Service Worker 2	D	Equipment Operator 2	F
Asst Auto Mechanic	D	Storekeeper 1	F
Body Shop Repair Worker	G		
		Security Officer	A
Equipment Operator 1	D	Custodian	B
Equipment Operator 2	F		
Bridge Utility Worker 1	G	Equipment Operator 1	D
Bridge Utility Worker 2	I	Equipment Operator 2	F
Bridge Utility Worker 3	J	Traffic Worker 1	F
		Traffic Worker 2	J
Equipment Operator 1	D	Traffic Worker 1	F
Equipment Operator 2	F	Signal Electrician Inspector	I
Equipment Operator 3	H		
Equipment Operator 1	D		
Equipment Operator 2	F		
Highway Maintenance Foreman	K		

No displacement can occur if the employee is not able to immediately perform all of the duties of the lower classification and have all necessary licenses, registrations and certifications for the classification (e.g. CDL).

APPENDIX B

UNION LEAVE FORM

Name: _____

Department: _____

Destination: _____ Date: _____

Expected Duration: From _____ AM/PM To _____ AM/PM

Reason: (Please check one)

_____ Attend Disciplinary Conference

_____ Attend Grievance Hearing

_____ Meet with Staff Representative

_____ Attend meeting with Human Resources

_____ Other (explain) _____

Union Member Requesting Leave

Date

Department Head/Supervisor

Date

This form is not required for Labor Management Committee Meetings which are scheduled by Management

Memorandum of Understanding

Original MOU date: November 16, 2015

This agreement is between the Franklin County Engineer and AFSCME, Ohio Council 8, Local 954 regarding the Traffic Department Call-out Procedure. Upon the request of the Union, the Franklin County Engineer has agreed to implement the following procedure, which shall remain in effect through March 31, 2019.

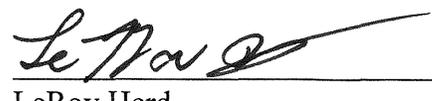
1. Go through call-out list of Union Traffic Workers first (include all Traffic Worker 1 and Traffic Worker 2 employees). The call-out board (Traffic Bargaining Unit Seniority List) will have a "dot" that moves down to the next Traffic Worker whenever a Traffic Worker either passes or goes out on the call-out.
2. Go to other Union Traffic Department employees (Traffic Clerk, Electrician, any other Union position added in the future).
3. Go to non-Union Traffic Department employees.
4. When the job is too large and enough coverage cannot be obtained within the Traffic Department, ask other departments as needed.
5. At the discretion of the Franklin County Engineer, if a full call-out is deemed necessary, ALL Traffic Workers are expected to report for duty, except for a reasonable excuse.

Notes: Traffic Workers, as listed in number 1 above, will have 10 minutes to respond. After 10 minutes, the caller will assume the Traffic Worker has passed and will call the next person on the call-out board.

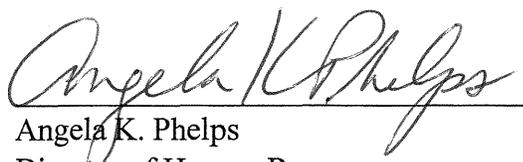
To this end, we affix our signatures below:



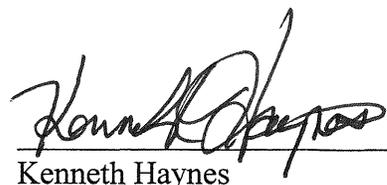
Dean C. Ringle, P.E., P.S.
Franklin County Engineer



LeRoy Herd
AFSCME Staff Representative



Angela K. Phelps
Director of Human Resources



Kenneth Haynes
President, Local 954

