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**AGREEMENT  
BETWEEN THE  
MORROW COUNTY ENGINEER  
AND  
OCSEA/AFSCME,  
LOCAL 11, AFL-CIO**

*2016 - 2019*

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**ARTICLE 1  
PREAMBLE/PURPOSE**

**Section 1.** This agreement entered into by Morrow County Engineer, hereinafter referred to as the Employer, and OCSEA/AFSCME, Local 11, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 2.** To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

**Section 3.** To provide for the peaceful and equitable adjustment of differences which may arise.

**Section 4.** To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer. The Employer shall ensure that funding will be available to provide for those conditions set forth in this Agreement.

**Section 5.** To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the State of Ohio Revised Code, State and Federal Laws, and the Constitution of the State of Ohio and the United States Of America.

**Section 6.** To ensure the right of every employee to fair and impartial treatment.

**ARTICLE 2  
UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time holding the following classifications:

**Highway Worker 1, 2 & 3  
Mechanic Helper  
Mechanic 1 & 2  
Sign Worker**

In the event of a change in classification of a position within the bargaining unit, wherein

such change in classification does not represent a change in duties or responsibilities of an individual bargaining unit member, the change in classification shall not effect the bargaining unit status of said individual bargaining unit member. Changes in classification within the bargaining unit will be added to this Agreement by Addendum.

**Section 2.** Except as provided elsewhere in this Article, the parties agree that all positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

**Section 3.** Notwithstanding the provisions of this Article, management, confidential, fiduciary, professional, supervisory, central office, part-time, probationary, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

**Section 4.** The employer will make every reasonable effort to limit the amount of bargaining unit work done by supervisors. If the union feels this is not being done, the employer agrees to discuss the matter at a labor management meeting upon the union's request.

### **ARTICLE 3 UNION SECURITY AND DUES DEDUCTION**

**Section 1.** The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

**Section 2.** The Employer agrees to deduct regular Union membership dues, initiation fees, and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written Payroll Dues Deduction Authorization Form, provided by the Union and approved by the Employer. The employee will sign the Payroll Dues Deduction Authorization along with a copy provided by the Union and will present one copy of the form to the Employer's Timekeeper. The Timekeeper will send the copy of the authorization form to the County Auditor's office. Upon receipt of the proper authorization form, the Auditor will deduct such union dues, initiation fees, and assessments from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. A check, equal to the amount of the deductions, shall be remitted to the Union within thirty (30) days of the date such deductions are made. Once such funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The employer will also deduct biweekly, voluntary contributions to the union's political action committee (PEOPLE) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the union.

All employees in the bargaining unit who, on the effective date of this Agreement, are

members of the union and all employees who thereafter become members shall, as a condition of employment, remain members of the union for the duration of this agreement. Employees who wish to terminate their membership may do so by providing written notice to the union at its principal offices during a 30 day period commencing 60 days prior to the expiration of this Agreement.

**Section 3.** It is specifically agreed by and between the parties hereto, that the Employer neither has nor assumes, any obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees to categorically and completely indemnify and hold the Employer and its officials, representatives, and agents harmless against and from any and all claims, demands, suits, actions, proceedings, and any and all liability, including, but not necessarily limited to, damages, awards, fines, wages, judgements, interest, court costs, and attorney fees, etc., which may arise by reason of, or result from, the operation or implementation of this article and/or any action either taken or omitted by the Employer in attempting to comply with the provisions of this Agreement. Moreover, the Union agrees to categorically accept the full and complete responsibility for any and all of the above stipulations in the event of their occurrence, whatever the source from which they may arise, employee(s) or otherwise. Disputes arising out of the provisions of this article shall not be subject to any external remedy, legal or otherwise, which may exist outside the confines of this Agreement, pending the full and complete utilization of the grievance/arbitration procedure as provided for herein.

**Section 4.** The Employer shall be relieved from making such payroll deductions upon:

- A. Termination of employment.
- B. Transfer to a job other than one covered by the bargaining unit.
- C. Layoff from work.
- D. An agreed leave of absence.
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement, or with applicable law.

**Section 5.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions, after making all other legally required deductions.

**Section 6.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of such deductions shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 7.** Deductions provided for in this Article shall be made during each pay period. In the event an authorized deduction is not made for any Union member, The Employer, upon written verification of the Union, will make the appropriate deduction from the following pay periods The Employer will not deduct more than fifty dollars (\$50) per pay

period from the pay of any Union member.

**Section 8.** Any bargaining unit employee who has completed sixty (60) days of service with the Employer and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation (fair share) service fee. The amount of such fee shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit hereto. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

The deduction of such a representation (fair share) service fee is automatic and does not require the written authorization of the employee. Such representation (fair share) service fee deductions shall be subject to and in accordance with Section 4117.09(C) of the Ohio Revised Code; Sections 4117-11-01 and 4117-11-02 of the Ohio Revised Code Administrative Rules; and, with applicable Federal Law. The Union shall provide a copy of its internal rebate procedure to the Employer on an annual basis.

**Section 9.** Nothing in this Article shall be construed to require an employee to become or remain a member of the Union.

**Section 10.** The Union hereby agrees that it will assume the sole and complete responsibility for assuring that such members/employees are made aware of, understand, and remain in compliance with the provisions of this Article for the duration of this Agreement.

**Section 11.** Except as otherwise provided in this Article, an employee's signed authorization for payroll deduction of Union membership dues, initiation fees, and assessments shall be honored by the Employer for the duration of this Agreement.

#### **ARTICLE 4 PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1.** Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this Agreement; nor interfere with, restrain or coerce employees in the exercise of these and all other rights as guaranteed by and in accordance with ORC 4117 and other applicable federal and state statutes. The parties hereto agree that each is, both, required and obligated by law to be and remain in full and complete compliance with all such statutes, including the Americans with Disabilities Act [ADA] of 1990 (effective January 26, 1992) and the ADA Amendment Act of 2008 (effective January 1, 2009).

**Section 2.** All references to employees in this Agreement designate both sexes, and whenever the male (or female) gender is used, it shall be construed to include both male and female employees.

## **ARTICLE 5 UNION REPRESENTATION**

**Section 1.** OCSEA Union representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the OCSEA Executive Director or his designee.

**Section 2.** The Union shall submit in writing, the name of the employee to act as Union representative for the purpose of processing and investigating grievances as defined in the Grievance Procedure. The Employer shall be notified in writing of changes of all officers of the Local and steward. This employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

**Section 3.** The employee selected as the Union's representative in accordance with Section 2, of this Article, shall be allowed to represent a member/grievant and or process and investigate at any formal step of the grievance procedure and for any other matters as authorized by the Engineer and/or this Contract. An alternative representative may be designated by the Union to perform the duties of the Union Representative in the absence of said representative. Grievance hearings will be scheduled by mutual agreement of both parties. Grievance hearings shall be scheduled during an employee's regular duty hours, and the employee shall not suffer any loss of pay while attending the hearing.

**Section 4.** Rules governing the activity of the OCSEA Union representative are as follows:

1. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 3, unless prior approval is granted by the Employer.
2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge that he/she is there for the purpose of servicing the contract.
3. Any dispute involving the Employer's enforcement of this section 4 may be appealed through the grievance procedure as provided herein.

**Section 5.** The Employer agrees that one (1) non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Upon arrival, the Union representative will sign in at the timekeeper's office prior to conducting Union business. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

**Section 6.** Duly elected or appointed union delegates or alternates to the biannual conventions or president's conferences of the union or members of the bargaining unit shall be granted vacation leave and/or leave without pay for the purpose of participating in such conventions. Employees shall request such leave to his/her supervisor at least

seven (7) days prior to the date of the requested leave. A member of the bargaining unit who is elected to the union state-wide office shall be granted Leave without pay to attend scheduled meetings. Any employee's request submitted will not be denied unless the employer finds that it is impossible because of working conditions or staffing requirements to grant such request. The union shall reimburse the employer for all costs associated with the placing employees on leave with pay for attendance at such meetings.

Any bargaining unit employee who was elected to a statewide office or to a seat on the OCSEA Board of Directors will be permitted time off with pay to attend scheduled meetings.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

**Section 1.** There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance and defined herein, may be submitted to the formal grievance procedure as outlined in Article 6 of this Agreement.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

**Section 3.** This grievance procedure is intended to serve as the appeal procedure (remedy) for employees covered by this agreement. Any employee who pursues another remedy, available under law, other than the remedy provided by this grievance procedure shall automatically have waived and forfeited any remedy provided by this grievance procedure.

**Section 4.** A grievance must be submitted to the formal grievance procedure within seven (7) work days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than thirty (30) calendar days following the date of such facts, otherwise it will be considered not to have existed.

**Section 5.** All grievances must be presented at the proper step and time in progression, in order to be considered by the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Engineer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

**Section 6.** All written grievances must contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Engineer.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Immediate supervisor's name.

4. Date grievance was filed in writing.
5. Date and time incident giving rise to grievance occurred.
6. Location where incident giving rise to grievance occurred.
7. Description of incident giving rise to the grievance.
8. Articles and Sections of Agreement alleged to have been violated; and,
9. Desired remedy to resolve grievance.

**Section 7.** The following steps shall be followed in the processing of a formal grievance:

**Step 1.** The grievance must be submitted in writing to the aggrieved employee's immediate supervisor within the time limits set forth in Section 3 herein. It shall be the responsibility of the immediate supervisor to investigate the matter and provide a written response within five (5) work days following the day on which the supervisor was presented the grievance.

**Step 2.** If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Engineer and the aggrieved, with or without a representative of the Local Union. The appeal in Step 2 must take place within five (5) work days of the response in Step 1. The Engineer shall respond to the aggrieved within five (5) work days.

**Step 3. ARBITRATION.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article. In the event the grievance is a matter for which statutory appeals procedures superseding this provision exist, the grievance shall not be considered for arbitration under this Article.

The Union, based on the facts presented, has the right to decide whether to arbitrate an employee's grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a third disinterested person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with its then applicable rules and regulations.

The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specified Articles and Sections of this Agreement.

B. The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is

non-arbitrable or beyond the arbitrators jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

C. The decision of the Arbitrator will be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of Arbitrators shall be borne equally by the parties. All costs directly related to the services of the Arbitrator shall be paid equally by the parties. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

D. The cost of the services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, 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. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearings hours are during his/her normally scheduled working hours on the day of the hearing.

**Section 8.** The Employer and the Union shall develop jointly a grievance form, which shall provide the information as outlined in Section 4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 9.** The Employer may, at its discretion, submit to arbitration any breach, misinterpretation, or improper application of the Agreement by an employee or the Union that it is otherwise unable to resolve, or to seek other legal redress as it deems proper.

**Section 10.** When mutually agreed to by the parties, grievances may be submitted to non-traditional arbitration (NTA) in lieu of arbitration as described in Section 7 of this article. NTA may be conducted using factual stipulations, presentation of argument without factual stipulations, use of limited number of witnesses, or any other process to which the parties can mutually agree. The arbitrator shall issue a written bench decision on the matter by the end of the hearing day. If the parties agree, more than one case may be submitted to the same arbitrator for decision on the same day. Decisions issued pursuant to this section shall have no precedential value unless mutually agreed otherwise by the parties.

## ARTICLE 7 SENIORITY

**Section 1.** Except as otherwise specifically provided herein, Seniority shall be established and computed on the basis of uninterrupted length of continuous service with the Employer and will apply wherever employee seniority rights are established in accordance with the terms and conditions of this agreement.

- I. The following situations shall not constitute a break in continuous service:
  - A. absence while on approved leave of absence;
  - B. absence while on approved sick leave or disability leave;
  - C. military leave;
  - D. a layoff of less than twenty-four (24) months duration; and,
  - E. a resignation where the employee is re-employed or reinstated within ninety (90) days.
  
- II. The following situations constitute breaks in continuous service for which seniority is lost.
  - A. discharge for just cause;
  - B. retirement;
  - C. layoff for more than twenty-four (24) months;
  - 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 a leave of absence; and,
  - F. a resignation where the employee is re-employed or reinstated after ninety-one (91) days or more.

**Section 2.** In cases where two (2) or more persons started their service with the Employer on the same date, seniority will be established by the alphabetical order of the first letter of the employee's last name.

**Section 3.** The Employer shall post a seniority list, once every six (6) months, on the Department Bulletin Board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

## ARTICLE 8 VACANCIES, PROMOTIONS AND TRAINING

**Section 1.** It is the policy of the Employer to provide employees with the opportunity to be promoted or transferred through the following bidding procedure. Therefore, when a vacancy occurs in a full-time position in the bargaining unit, which the Employer desires to fill, the Employer shall post a notice indicating the position vacancy, pay scale and qualifications on appropriate bulletin boards, for a period of five (5) full working days. Interested employees may submit their applications, a written letter of interest, to the Employer or his designated representative within the first five (5) full working days of the posting. The Employer will see to it that all vacancies are posted in a timely fashion, to allow for the above bidding process. All notices shall be dated. All employees who bid on the vacant position and who meet the criteria in Section 3 of this Article shall be interviewed by the Employer or his designee.

**Section 2.** The term promotion, for the purpose of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher pay range than that previously held.

**Section 3.** All applicants for promotion must meet the following criteria:

- A. Minimum job qualifications as established in specifications for the classification.
- B. Satisfactory work history and experience including quantity of work and quality of work.

If two (2) or more employees meet the above criteria and are determined by the Employer to be substantially equal in qualification, then seniority shall govern with respect to filling the vacancy.

**Section 4.** Promoted employees shall receive the rate of pay applicable to the classification to which they were promoted immediately upon being placed in that classification.

**Section 5.** The employer will monitor the performance/progress of all newly promoted employees and provide additional guidance and instructions on an as needed basis as determined by the Employer.

**Section 6.** The Employer will not consider applications for promotion filed after the fifth (5th) full working day of the posting.

**Section 7.** In the event a posted vacancy receives no bid(s) during the five (5) full working day period, the Employer reserves the right to fill the vacancy at its discretion with an individual of its own choosing.

**Section 8.** Nothing herein shall be interpreted to prohibit the Employer from temporarily filling such vacancy with the most substantially qualified junior employee pending the permanent filling of the position.

**Section 9.** In regard to the In-Service Training Program addressed in the Letter of Understanding attached to this Agreement, the Employer encourages all employees to participate in the program in an effort to better meet the needs and aspirations of the Employer and Employees alike. Seniority shall determine who is most eligible for training in case of conflict.

## ARTICLE 9 LAYOFF AND RECALL

**Section 1.** When it becomes necessary to reduce the number of employees in the bargaining unit, such reduction shall be made in accordance with job classification seniority, provided that the remaining employees can perform the available work.

**Section 2.** Where two or more employees hold the same job classification seniority, overall departmental seniority shall be used to determine the order of layoff.

**Section 3.** Recalls after layoff shall be in reverse order of layoff within the classification series from which the employee was laid off. Laid off employees shall retain recall rights for a period of twenty-four (24) months. All recall letters to employees will be by certified mail. It shall be the responsibility of the employee to keep the Employer informed of his/her

current mailing address. Any employee who refuses a recall to a position in his/her classification series shall be removed from the recall list.

**Section 4.** If an employee exercises his/her seniority rights to displace employees with lower classification seniority within the classification series, and the position to which the employee bumps is of a lower classification in the series, the employee shall retain his/her rate of pay except that if such rate is greater than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay.

**Section 5.** All part time, temporary, and seasonal employees doing bargaining unit work must be laid off prior to a reduction in the bargaining unit.

## ARTICLE 10 HOURS OF WORK AND OVERTIME

**Section 1.** The standard work week for all employees covered by the terms of this agreement shall be forty (40) hours, exclusive of the unpaid time allotted for meal periods, and shall commence at 12:01 a.m. on Sunday for each calendar week and end at 12:00 midnight the following Saturday.

**Section 2.** When an employee is required by the Employer to be in an active pay status for more than forty (40) hours in any calendar week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times his/her regular rate of pay.

**Section 3.** The Employer shall endeavor insofar as may be reasonably practical to make equal distribution of overtime opportunities within job classification series.

**Section 4.** Overtime hours that are worked, and overtime hours that are refused by an employee shall be charged to that employee. There shall be an overtime roster maintained and posted in each department and brought up to date on hours at the end of each pay period. There shall be no pyramiding of overtime.

**Section 5.** It is understood and agreed by the parties that the employer reserves the right to require any and/or all employees to work overtime whenever, as determined by the employer, such overtime work is deemed necessary to meet the operational needs of the department.

**Section 6.** A bargaining unit employee may accumulate and take compensatory time off in lieu of overtime payment in accordance with public sector FLSA guidelines, with and subject to the approval of the Employer, and in accordance with the following:

- A. Such compensatory time accumulation must be accrued in at least one-quarter (1/4) hour time segments, and may not be changed during a pay period.
- B. Such compensatory time shall be limited to a total maximum accumulation of eighty (80) hours on an annual (calendar year) basis. Such conversion from overtime to compensatory time during the month of December, cannot be used during the month of December, but must be carried over to the

following year and counted toward that year's maximum accumulation of eighty (80) hours.

- C. All such accumulated compensatory time shall be used within the year accrued, or, at the employee's discretion, may be cashed in at the rate of one (1) hour's pay at the employee's current straight time hourly rate of pay for each one (1) hour of accumulated compensatory time. In addition, any accumulated compensatory time not scheduled and approved by the Employer by November 30 of each calendar year for use prior to the end of the calendar year shall be cashed in based on the same pay formula as described above. Checks paid out to employee's under this provision shall be issued no later than the second pay period of December of each year. In no event shall such accumulated compensatory time be permitted to be carried over from one year to the next, subject to the provisions of paragraph B above.
- D. The use of compensatory time is subject to the approval of the Employer and shall be scheduled in accordance with the workload requirements as determined by the Highway Superintendent.

## ARTICLE 11 CORRECTIVE ACTION

**Section 1.** No employee shall be reduced in pay, or position, suspended, discharged or removed except for just cause.

**Section 2.**

- A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

**Section 3.** Records of oral warnings and written reprimands will be removed from the employees personnel file one (1) year from the date of issue, upon request of the employee, provided no intervening discipline has occurred. All records of disciplinary action shall cease to have force and effect and will be removed from the employee's files upon request of the employee, eighteen (18) months after the effective date of the disciplinary action, provided no intervening discipline has occurred.

**Section 4.** Nothing contained herein shall be considered as a waiver of the Union's right to challenge the reasonableness or uniformity of application of discipline through the grievance and arbitration procedures of the Agreement.

## **ARTICLE 12 SICK LEAVE**

**Section 1.** Sick leave shall be earned at the rate of 3.08 hours for each eighty (80) hours of service in active pay status, to a maximum of eighty (80) hours per year, including paid vacations and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

**Section 2.** When an employee is unable to report to work he/she shall notify his/her immediate supervisor or other designated person, at least one (1) hour after the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless other arrangements are made with the employee's supervisor. Sick leave shall be charged in minimum units of one-half (1/2) hour (30 minutes).

**Section 3.** An employee who makes application for sick leave shall be required to furnish a satisfactory written signed statement explaining the nature of the illness sufficient to justify the use of such sick leave. An employee using excessive amounts of sick leave may be required to furnish a certificate/statement stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written, signed statement or physicians certificate/statement shall subject the employee to the disciplinary procedure in this agreement.

**Section 4.** An employee who makes application for sick leave with intent to defraud or who otherwise intentionally fails to comply with the sick leave provisions of this Article shall be subject to the disciplinary procedure in this Agreement.

**Section 5.** An employee using sick leave with an illness or disability exceeding three (3) days may be required to furnish a statement from his/her physician before returning to work, notifying the Employer that the employee was unable to perform his/her duties during the period of absence and is able to return to work. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 6.** The Employer may require an employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or mental capacity to perform the duties of his/her position. If found not qualified, the employee may be placed on sick leave or granted a disability separation. The cost of such examination shall be borne equally by the Employer and employee.

**Section 7.** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family, wherein the employee's presence is required.
2. An employee may be granted up to three (3) consecutive working days in the event of a death of an immediate family member. Such time granted will be for the purpose of making funeral arrangements,

attending the funeral and carrying out the other responsibilities related to the funeral.

3. Medical, dental or optical examination or treatment of the employee or a member of his/her immediate family, which requires the employees' presence, and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted with a contagious disease or required the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.

**Section 8.** The definition of immediate family for purposes of this Article shall be: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in loco parentis.

**Section 9.** An employee with more than three (3) years of continuous full-time service with the Employer who retires from active service (PERS of Ohio) shall be paid for fifty percent (50%) of the value of their accrued but unused sick leave, up to a maximum payment of fifty (50) days. To qualify for such sick leave payment, the employee must be eligible to receive retirement benefits from PERS of Ohio at the time of the employee's separation from employment.

**Section 10.** All employees in the bargaining unit shall be compensated in accordance with the following: Employees, who on an individual basis, use less than twenty-four (24) hours of sick leave annually shall be compensated in the amount of \$500. Employees who use zero (0) sick leave hours annually shall be compensated in the amount of \$600. For purposes of this (Section 10), all such sick leave usage will be calculated and must encompass the full twelve (12) month period between March 1 and February 28 on an annual basis. Checks paid out to qualified employees under this section shall be issued in March of each year.

**Section 11.** In the case of the death of an employee, the unused vacation leave to the credit of any such employee, shall be paid to the employee's survivor or to the deceased employee's estate.

## **ARTICLE 13 MILITARY LEAVE**

**Section 1.** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year. Employees shall be entitled to receive the difference between their regular rate of pay and their base rate of military pay for the purpose of complying with this

**Section.**

**Section 2.** The employee is required to submit to the employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

**Section 3.** Employees who are members of those components listed in Section 1 above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

**ARTICLE 14  
COURT LEAVE**

**Section 1.** The employer shall grant full pay when an employee is summoned for court or jury duty by the United States, the State of Ohio, or a political subdivision during normal working hours. All compensation for court or jury duty during such normal working hours shall be refused by the employee signing the appropriate county form or document. Employees released from court or jury duty prior to the end of their scheduled workday shall be required to work the remainder of said scheduled workday unless approved otherwise by the county engineer or operations superintendent.

**Section 2.** Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, and Board of Review hearings.

**Section 3.** It is not considered proper to pay employees 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, custody, appearing as directed with juvenile, etc. Employees may utilize vacation or leave without pay for these absences, at the employee's option.

**ARTICLE 15  
HEALTH AND SAFETY**

**Section 1.** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The foreman or supervisor will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by his/her employees. The employee(s) accepts the responsibility to maintain his/her tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions must be reported in writing to the next higher authority in charge as soon as said unsafe working conditions are known.

**Section 2.** The Employer shall provide first-aid kits for the County Garage and for all

regularly operated trucks and road graders (excluding rollers and backhoes). The Employer agrees to make available at least once annually, at no cost to the employees, first-aid training including CPR conducted by qualified instructors to all employees on a volunteer basis. Such training shall be conducted off county time. It is agreed by and between the parties hereto, that the Employer neither has, nor assumes, any obligation or responsibility for said training except for arranging its availability and the costs thereof.

**Section 3.** The Employer shall furnish each regularly operated vehicle with proper safety equipment (i.e., fire extinguishers, flags, reflection triangles, etc.) Any unauthorized removal of safety equipment or first-aid kits may result in disciplinary action, and shall result in the employees' responsibility for the loss, and for the replacement of said equipment at his/her expense.

**Section 4.** The Employer and employees alike shall comply with the provisions of the Ohio Public Employee Risk Reduction Program [PERRP] (HB 308), and the Federal Omnibus Transportation Employee Testing Act [OTETA] of 1991, both effective as of January 1, 1995.

## ARTICLE 16 WORK RULES

**Section 1.** The union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

**Section 2.** It is the employer's intention that work rules, policies, and directives, should be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this Agreement. Any employee against whom such policies, and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through the grievance procedure.

**Section 3.** The Employer agrees that to the extent any work rules have been or will become reduced in writing every employee shall have access to them for the duration of this Agreement.

**Section 4.** This section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

## ARTICLE 17 LABOR/MANAGEMENT MEETINGS

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Engineer or his designee shall meet with not more than three (3) representatives of the Union which may

include one professional staff member of the Union, at the Union's discretion to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement.
- B. Notify the Union of changes made by the Engineer which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improving efficiency.
- F. To consider and discuss health and safety matters relating to employees.

**Section 3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Such meetings are not intended to be negotiation sessions to effect changes in the agreement, nor is either party obligated to act upon the issues raised at such sessions.

**Section 5.** Bargaining unit employees representing the Union, as authorized by this agreement, in Labor/Management meetings shall be given sufficient time without loss of pay or benefits to attend such meetings whenever they are conducted during the said employee's duty hours as mutually agreed to by the parties.

## ARTICLE 18 PROBATIONARY PERIODS/PERFORMANCE EVALUATIONS

**Section 1.** Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation as a full-time employee of the Employer. The length of the probationary period shall be 120 days actually worked.

**Section 2.** Newly hired probationary employees shall have no appeal through the grievance procedure until such time as they have satisfactorily completed their probationary period.

**Section 3.** Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from his/her date of hire as a permanent full-time

employee of the Employer.

**Section 4.** A newly promoted employee shall serve a probationary period ninety (90) days actually worked.

**Section 5.** Probationary and performance evaluations for newly promoted employees shall be conducted.

**Section 6.** An employee failing to successfully complete his/her promotional probationary period, by receiving an unsatisfactory rating on his/her evaluation, shall be returned to his/her former position.

**Section 7.** Newly promoted employees, whether successful or not shall receive a copy of their probationary/performance evaluation.

**Section 8.** The employee's signature on any performance evaluation will be viewed by both parties only as a representation that he/she reviewed the evaluation; it shall not be viewed as a representation that he/she concurred with any of the data contained thereon.

**Section 9.** Promotional probationary/performance evaluations shall be subject to appeal through the Grievance Procedure.

## ARTICLE 19 HOLIDAYS

**Section 1.** County employees shall be entitled to the following paid holidays:

New Year's Day	(1st Day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4th Day of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(11th Day of November)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(25th Day of December)
Floating Holiday	(See Section 7)
Day after Thanksgiving	(4th Friday of November)

**Section 2.** In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 3.** If an employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

**Section 4.** Any work performed by an employee on any one of the days listed in Section

1 shall be paid for at the rate of one and one-half (1 ½) times the employee's straight time hourly earnings in addition to the holiday earnings.

**Section 5.** Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays.

**Section 6.** In addition to the holidays enumerated in Section 1 of this Article, any day appointed and recommended by the President of the United States or the Governor of the State of Ohio or passed by legislation, shall be included as a holiday.

**Section 7.** The floating holiday shall be granted at such time as the employee and his/her supervisor mutually agree, considering both the wishes of the employee and the operational needs of the Employer.

**ARTICLE 20  
VACATION**

**Section 1.** Employees shall be entitled to vacation with pay after one (1) year of continuous full time service with the Employer. The amount of vacation leave to which an employee is entitled, is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>
Less than 1 year.....	None
1 year but less than 7 years.....	80
7 years but less than 13 years.....	120
13 years but less than 20 years.....	160
20 years but less than 26 years.....	200
26 years or more.....	240

**Section 2.** Each employee of the Employer, who has been previously employed by the Employer, with an interruption in his/her term of service not exceeding ten (10) years, for whatever reason, except dismissal for cause, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

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

<u>ANNUAL VACATION ENTITLED TO:</u>	<u>CREDITED PER PAY PERIOD</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hours

**Section 4.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of continuous full-time employment with the Employer.

**Section 5.** Vacation leave shall be taken only at times mutually agreed to by the employer and the employee, and shall be are scheduled in accordance with the workload requirements of the Employer. Vacation preference and procedure for application shall be determined by seniority if submitted prior to March 1. An employee wishing to change his/her scheduled vacation shall give the Employer two weeks advance notice. All changes in the March 1 schedule shall be on a "first come - first served" basis for those unscheduled and available weeks remaining.

**Section 6.** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer will permit an employee to accumulate vacation from year to year up to maximum of three (3) years. This accumulation of vacation time must be approved in advance and shall be in response to a written request submitted by the employee.

**Section 7.** Days specified as holidays in Article 19 shall not be charged to an employee's vacation leave.

**Section 8.** Vacation(s) may be taken in not less than one (1) hour increments. The approval or denial of such vacation time will take into consideration the wishes of the employee but will ultimately be based upon the workload requirements as determined by the Highway Superintendent or his/her designee.

**Section 9.** Employees may exchange up to a maximum of forty (40)\* hours of vacation on an annual basis for an equivalent cash amount based on their current regular straight time hourly rate of pay. To qualify under this provision, employees must comply with the following criteria:

- A. Vacation exchange for cash must be requested in writing on the proper form provided by the Employer prior to November 1 of each year.
- B. A minimum balance of eighty (80) hours vacation must be maintained following any such vacation exchange for cash.

Payment for such vacation exchange for cash will be made no later than the first pay period of December of each year following such written request and will be subject to all applicable Federal, State, and Local deductions. Immediately following such payment, the equivalent number of vacation hours will be deducted from the employee's total accumulated vacation time.

\*Employees with 20 or more years of service and who qualify for 200 hours of vacation leave prior to November 1 of that year, may exchange up to a maximum of one hundred twenty (120) hours of vacation on an annual basis for an equivalent cash amount based on their current regular straight time hourly rate of pay. To qualify under this provision, employees must comply with the following criteria:

- C. Vacation exchange for cash must be requested in writing on the proper form provided by the employer prior to November 1 of each year.
- D. A minimum balance of eighty (80) hours vacation must be maintained following any such vacation exchange for cash.

Payment for such vacation exchange for cash will be made no later than the first pay period of December of each year following such written request and will be subject to all applicable Federal, State, and Local deductions. Immediately following such payment, the equivalent number of vacation hours will be deducted from the employee's total accumulated vacation time.

**\*Note: Employees shall be limited to one such election annually (I. E. Employee may not cash in 40 hours plus an additional 120 hours.)**

**Section 10.** An employee is entitled to compensation, at his/her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority, for the three years immediately preceding the last anniversary date of employment.

**Section 11.** In the case of the death of an employee, the unused vacation leave to the credit of any such employee, shall be paid to the employee's survivor or to the deceased employee's estate.

## **ARTICLE 21 WAGES AND COMPENSATION**

**Section 1.** For the duration of this Agreement, the hourly wage rates for the bargaining unit shall be as follows:

### **CLASSIFICATION EFFECTIVE March 1, 2016**

Highway Worker 1	\$15.50 to \$18.40
Highway Worker 2	\$16.65 to \$21.20
Highway Worker 3	\$18.60 to \$22.65
Sign Worker	\$16.65 to \$21.20
Mechanic Helper	\$15.50 to \$18.40
Mechanic 1	\$16.65 to \$21.20
Mechanic 2	\$18.60 to \$22.65

Effective at the beginning of the first full pay period in March, 2016, each employee shall receive an increase in his/her hourly rate of pay of thirty-five cents (\$0.35) per hour.

**Section 2.** Employees classified as Highway Workers 1 and 2, who are assigned to perform the following tasks shall receive an additional fifty cents (\$0.50) per hour for all hours actually assigned to the task: (Must work a two hour minimum to qualify for an additional fifty (\$0.50) cents)

Tar Distributor Operator  
Welding  
Motorized Roller (only when assigned to Highway Workers 1 & 2)  
Power Broom  
Paver Operator

**Section 3.** Employees required to perform the tasks under Section 2 shall be provided

boots and coveralls.

**Section 4.** Operation of Highway Worker 3 Classification, equipment shall be assigned to employees in the following manner during regular work hours:

Highway Worker 3 when available  
Highway Worker 2 when a Highway Worker 3 is unavailable  
Highway Worker 1 when a Highway Worker 2 is unavailable

**Section 5.** The Employer maintains the right to advance any employee's hourly rate to a rate not to exceed that established as the maximum rate for the classification and pay range to which the employee is assigned.

## ARTICLE 22 REPORT AND CALL IN PAY

**Section 1.** An employee who reports for work at the regular starting time in accordance with his/her work schedule and has not been advised by the Employer not to so report shall be guaranteed no less than three (3) hours work at the applicable rate of pay.

**Section 2.** If an employee is called in by the Employer to report for work at a time not contiguous to his/her normal work schedule, thereby necessitating additional travel to and from work, he/she shall be guaranteed a minimum of two (2) hours work at the applicable rate of pay from when he/she punches in at the time clock. Employee's called in under this section shall be called in at the Employer's discretion. In the event the work required exceeds the two (2) hour minimum time period, the employee will be paid for the actual hours worked.

**Section 3.** If an employee is called in by the Employer to report for work at a time contiguous to his/her normal work schedule, the employee will be paid for such time worked at the applicable rate of pay, from when he/she punches in at the time clock, and shall receive his/her normally scheduled eight (8) hours of work unless mutually agreed otherwise. Employees called in under this section shall be called in at the Employer's discretion.

## ARTICLE 23 INSURANCE

**Section 1.** Effective March 1, 2010, and for the life of this agreement, the Employer agrees to provide employees, electing to take such coverage, medical hospitalization insurance coverage through and under the same plan(s) as that adopted and implemented by the Morrow County Commissioners covering all other county employees. Any changes, revisions, or modifications to the plan(s), including but not limited to a change in insurance carriers, shall be at the sole and exclusive discretion of the Morrow County Commissioners.

**Section 2.** The Employer agrees to pay eighty-seven and a half percent (87.5%) of the monthly medical hospitalization insurance premium for those employees electing to take

such coverage, provided however, that whenever an employee's spouse is employed by the Employer or another branch or agency of Morrow County, only one shall be eligible for double or family coverage (the other shall be ineligible for any additional coverage) or, at their discretion, both shall be eligible for single coverage only.

**Section 3.** The Employer agrees to make available to all employees electing to take such coverage the same county wide dental insurance plan(s) as that adopted by the Morrow County Commissioners covering all other county employees electing to take such coverage. The continued availability of the dental insurance plan to employees will be contingent upon said plans continued availability as currently administered on a countywide basis. Any changes, revisions, or modifications to the plan(s), including but not limited to a change in insurance carriers, shall be at the sole and exclusive discretion of the Morrow County Commissioners.

**Section 4.** For those employees who elect to not participate in the major medical and hospitalization insurance plan provided by the Employer, said employees will be paid a \$500.00 annual bonus; provided the employee signs and returns an insurance "waiver" form as provided by the Employer in accordance with the provisions hereto. The bonus will be paid to the employee no later than the second pay period following the expiration of the one (1) year "waiver" period, or, in the event said "waiver" period is less than one (1) year in duration, said bonus will be paid to the employee no later than the second pay period following the employee's acceptance into the Employer's insurance plan on a prorated (monthly) basis. Employees shall be limited to one such election annually. For purposes of this (section 4), the terms annual and one(1) year "waiver" period shall mean the twelve (12) month period between March 1 and February 28 (29). Access to the Employer's medical hospitalization insurance plan by employee's who elect to not so participate but later choose to reverse that decision shall be governed by and in accordance with existing insurance plan regulations and guidelines.

**Section 5.** The Employer agrees to provide a Life and Accidental Death and Dismemberment Policy in the amount of \$10,000.00 at no cost to the employee. The employee shall be subject to any conditions, restrictions, qualifications, or age requirements specified by said policy.

## **ARTICLE 24 MANAGEMENT RIGHTS**

**Section 1.** The Union shall recognize the right and authority of the Engineer to administer the business of the Morrow County Engineer's Department and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following which are not modified by the express terms of this Agreement.

**A.** To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees.

- B. To manage and determine, the location, type and number of physical facilities, equipment programs, and the work to be performed.**
- C. To determine the Department's goals, objectives, programs and services and to utilize personnel in a manner designed to effectively meet these purposes.**
- D. To determine the size and composition of the work force and the Engineer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.**
- E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.**
- F. To maintain the security of records and other pertinent information.**
- G. To determine and implement necessary actions in emergency situations.**
- H. To determine the hours of work and work schedules required to most efficiently operate.**
- I. To determine the necessity to schedule overtime and the amount required thereof;**
- J. To determine the overall budget; and,**
- K. To maintain and improve the efficiency and effectiveness of the Employer's operations.**

**Section 2. 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 function of the Employer.**

## **ARTICLE 25 NO STRIKE/NO LOCKOUT**

**Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Morrow County. Therefore:**

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall**

immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any Article, Section, or subsection of this Agreement. Any employee failing to return to work after notification by the union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of the Article.

## **ARTICLE 26 SEVERABILITY**

**Section 1.** This agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, Civil Service Rules and Regulations, or previous practices or understandings over which it has authority to supersede and replace in accordance with Article 4117.10 (A) of ORC, and shall be the total and complete agreement between the parties. Where this agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state or constitutional provision, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 2.** The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

## **ARTICLE 27 WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Morrow County Commissioners, the Morrow County Engineer, the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of Morrow County the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure,

and shall proceed from the point in the grievance to which they the grievance(s) had properly progressed.

## **ARTICLE 28 CONTRACTING OUT**

The union recognizes the employer's right to contract and/or subcontract out work. However, if doing so would result in the layoff of bargaining unit employees, the employer agrees to provide the union with an opportunity to discuss the issue and present alternatives prior to any such layoffs.

## **ARTICLE 29 PERSONAL DAYS**

**Section 1.** Each employee with one (1) year of full time continuous service with the Employer shall be entitled to three (3) personal leave days per contractual year (Mar. 1-Feb. 28) thereafter. These days may be used for whatever reason deemed necessary by the employee and such time shall be taken in not less than one (1) day increments.

**Section 2.** New hire employees shall be entitled to personal days on a prorated basis following the completion of their one (1) year full time continuous service with the employer (between their one (1) year anniversary hire date and the following March 1 contractual year date) in accordance with the following:

**HIRE DATE:** March/April = 3 days  
May/June/July/August = 2 days  
September/October/November/December = 1 day  
January/February = 0 days

The provisions of Section one will apply thereafter.

**Section 3.** Personal days are not accumulative and must be used during the contractual year credited unless special arrangements to the contrary are made by the employee with the Employer. Personal days not used in the contractual year credited, due to such special arrangements, shall be converted to compensation equal to the employee's regular straight time hourly rate of pay, payable in the month of February of each contractual year. Personal days not used in the contractual year credited, in the absence of such special arrangements, shall be deemed as lost.

## **ARTICLE 30 PERS PICK-UP**

**Section 1.** Upon approval of the Internal Revenue Service, the Employer agrees to implement a designated pick-up plan for employees' contributions to the Public Employees Retirement System of Ohio. The plan will utilize the salary reduction method of deducting the employees' contributions from the employees gross wages to arrive to an adjusted gross wage for tax purposes.

**Section 2.** Implementation of the P.E.R.S. pick-up plan shall be subject to the approval by I.R.S. of the method of pick-up and the designated group covered by the plan.

## **ARTICLE 31 DURATION**

### **Section 1.**

**A.** This Agreement shall be effective as of the date of its signing by the parties and shall remain in full force and effect until February 28, 2019, unless otherwise terminated as provided herein.

**B.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

**C.** The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**The parties hereto agree to the following meal period schedule:**

- A. A meal period of one-half (1/2) hour (unpaid) shall be allotted for each employee during each regular work shift at a time feasible and when work will not be adversely affected. Such meal periods shall be scheduled at the discretion of the supervisor and shall normally be near the middle of the employee's regular work shift.**
  
- B. Travel time to and from the meal site shall be included in and not in addition to the one-half (1/2) hour meal period. Employees may take such meal periods at the MCHW garage employee lounge facility or at an eating establishment within reasonable proximity of the job site, taking into consideration the distance and travel time involved to and from that location, and/or other job related considerations. In the event a work related activity places the employee within reasonable proximity of either of the above at a time close to his/her normal meal period, he/she may use that time for such purposes. All other employees must take such meal periods at the job site unless otherwise approved by the supervisor. The number of County vehicles at any eating establishment outside of the MCHW garage employee lounge facility shall be kept at a minimum whenever possible.**

## **LETTER OF UNDERSTANDING - 2**

**The parties hereto agree that the in-service training program currently in effect shall be maintained for the duration of this Agreement. Moreover, the parties agree to meet periodically, on an as needed basis, to discuss and review ways to improve upon the program so as to better meet the needs of the Employer and Employees alike.**

**Training records which would consist of but not necessarily be limited to a daily log of higher classification assignments including equipment operation will be maintained as a permanent record pursuant to and in conjunction with the provisions of Article 8 of this Agreement. It shall be the responsibility of the employee (s) to keep such records up to date and properly recorded.**

## LETTER OF UNDERSTANDING - 1

The parties hereto agree to the following meal period schedule:

- A. A meal period of one-half (1/2) hour (unpaid) shall be allotted for each employee during each regular work shift at a time feasible and when work will not be adversely affected. Such meal periods shall be scheduled at the discretion of the supervisor and shall normally be near the middle of the employee's regular work shift.
- B. Travel time to and from the meal site shall be included in and not in addition to the one-half (1/2) hour meal period. Employees may take such meal periods at the MCHW garage employee lounge facility or at an eating establishment within reasonable proximity of the job site, taking into consideration the distance and travel time involved to and from that location, and/or other job related considerations. In the event a work related activity places the employee within reasonable proximity of either of the above at a time close to his/her normal meal period, he/she may use that time for such purposes. All other employees must take such meal periods at the job site unless otherwise approved by the supervisor. The number of County vehicles at any eating establishment outside of the MCHW garage employee lounge facility shall be kept at a minimum whenever possible.

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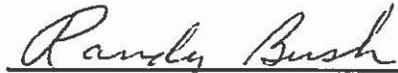
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In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_, 2016.

FOR THE MORROW COUNTY ENGINEER

FOR OCSEA/AFSCME, LOCAL 11  
AFL-CIO

  
\_\_\_\_\_  
Randy Bush, P.E., P. S.,  
Morrow County Engineer

  
\_\_\_\_\_  
President/Executive Director

  
\_\_\_\_\_  
Kevin A. Riney  
Highway Superintendent

  
\_\_\_\_\_  
Richard R. Braddock  
Negotiator

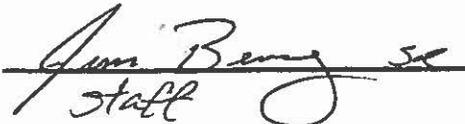
  
\_\_\_\_\_  
Stephen A. Blomfield  
Asst. Highway Superintendent

  
\_\_\_\_\_  
Bryan Egg  
Negotiator

  
\_\_\_\_\_  
Erin Denterdick

Approved As To Content:

  
\_\_\_\_\_  
Jeremy Iosue, Esq.  
Harvey|Abens|Iosue, Co., LPA

  
\_\_\_\_\_  
Jean Benz  
staff

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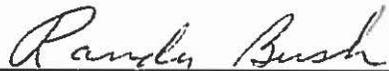
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Randy Bush, P.E., P. S.,  
Morrow County Engineer

  
\_\_\_\_\_  
Kevin A. Quincy  
Highway Superintendent

  
\_\_\_\_\_  
Stephen A. Blouff  
Asst. Highway Superintendent

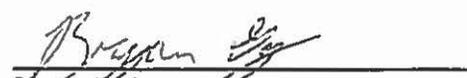
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Jeremy Tosue, Esq.  
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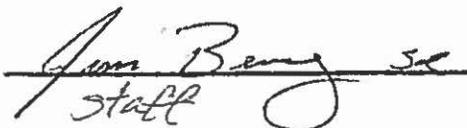
FOR OCSEA/AFSCME, LOCAL 11  
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\_\_\_\_\_  
President/Executive Director

  
\_\_\_\_\_  
Richard DeBurdock  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Ann Berry  
staff