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**AGREEMENT  
BETWEEN THE  
ROSS COUNTY ENGINEER  
AND THE LOCAL 908 AFSCME,  
OHIO COUNCIL 8, AFL-CIO**

**SERB No. 2016-MED-02-0157**

**May 22, 2016 to and including May 21, 2019**

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**ARTICLE 1**  
**STATEMENT OF PURPOSE**

**Section 1.1.** The Ross County Engineer hereinafter referred to as the "Employer" and AFSCME Local 908 and AFSCME, Ohio Council 8, AFL-CIO, hereinafter referred to as the "Union", hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the O.R.C. and to set forth the full and complete understanding between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 1.2.** It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1.2 and 1.3 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code, as follows:

<u>Contract Article</u>	<u>Supersedes/Prevails Over</u>
Article 11, Disciplinary Procedures	ORC 124.03, 124.34; 124.388; OAC 123:1-31-01 through 123:1-31-04
Article 13, Probationary Periods/ Performance Evaluations	ORC 124.27; OAC 123:1-19-01,
Article 15, Job Posting/Transfer Procedure	ORC 124.26; 124.27– 124.32; OAC 123:1-19-01, 04 through 123:1-25
Article 16, Layoff & Recall Procedures	124.321 through 124.328; OAC 123:1-41-01 through 123:1-41-23
Article 19, Hours of Work and Overtime	ORC 4111.03; OAC 1-47-01
Article 22, Sick Leave	ORC 124.38 – 124.391
Article 23, Accrued Sick Leave	ORC 124.39
Article 24, Leaves of Absence	ORC 124.32; 124.135; ORC 124.38 through 124.39; OAC 123:1-30-01 and 02; 123:1-34-01, 123:1-34-08, 123:1-34-09, 123:1-34-03
Article 28, Vacation	ORC 9.44, 325.19
Article 29, Holidays	ORC 325.19

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1.** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Engineer retains the sole right and authority to administer the business of the Department and other functions and responsibilities unless specifically modified by this Agreement.

**Section 2.2.** The Union recognizes that the Engineer has and will retain the full right and responsibility to direct the operations of the Department in a manner consistent with applicable law; to promulgate rules and regulations not in conflict with this Agreement; and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, or reprimand, suspend, discharge, or otherwise reasonably discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the workforce and the Department's organizational structure based upon those items listed in Paragraph C above and the financial condition of the Department, including the right to lay off employees due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, when and if such vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the department budget and uses thereof;
- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement necessary actions in emergency situations affecting the Engineer's Department.

The Engineer shall exercise the above management rights and other management rights without interference from the Union except where it can be shown by the Union that the Engineer has violated the Agreement or is acting in conflict with applicable law.

### **ARTICLE 3**

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 3.1.** The provisions of this Agreement shall be applied uniformly to all employees in the bargaining unit. The Union shall share equally with the Engineer the responsibility for applying this provision of this Agreement.

**Section 3.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 3.3.** The Engineer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or his/her representatives against any legal employee activity or employees acting legally in an official capacity of behalf of the Union.

**Section 3.4.** The Union agrees not to interfere with the rights of employees to abstain from Union membership, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

### **ARTICLE 4**

#### **NO STRIKE/NO LOCKOUT**

**Section 4.1.** Inasmuch as the Agreement provides machinery for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the County of Ross. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any work stoppage, or any other interruption of operations of services of the Engineer by its members or other employees of the Engineer. When the Engineer 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 Engineer shall have the option of cancelling any Article, Section, or Sub-section of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates 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. It is agreed that the Union representative will be given an opportunity to meet with the Engineer or his/her representative prior to the exercise of the Engineer's option to cancel any Article, Section, or Sub-section of the Agreement, or the disciplining of any employee for participation in or promotion of illegal activities.

B. The Engineer 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 this Article.

**ARTICLE 5**  
**UNION RECOGNITION**

**Section 5.1.** The Engineer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits and other terms and conditions of employment for all those employees of the Engineer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed full-time in and holding any one of the following classifications:

Included:

Highway Worker I	Route Marker II/Operator I
Highway Worker II	
Highway Worker III	Bridge Worker II
Equipment Mechanic I	Maintenance Foreman
Equipment Mechanic II	Equipment Operator I
Welder I	Equipment Operator II
Welder II	Welder II/Operator II
Maintenance Worker (No CDL)	Mechanical Stores Clerk/Highway Worker II

Excluded:

Management, confidential, fiduciary, supervisory, casual, part-time, temporary and seasonal employees.

**Section 5.2.** It is recognized that the Engineer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from the unit in compliance with the provisions of this Article. The Engineer agrees to inform the Union of any such changes. The Engineer shall meet with the Union to discuss the possible inclusion of such positions in the bargaining unit before implementation of such position(s). If the Union disagrees with the determination by the Employer that the classification is not in the bargaining unit, the Union may file a petition with SERB to clarify the unit's certification.

**ARTICLE 6**  
**UNION SECURITY**

**Section 6.1.** The Engineer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement within the bargaining unit.

**Section 6.2.** The Engineer agrees to deduct regular Union membership dues once every month from the pay of any employee eligible for membership in the bargaining unit upon receiving

written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Engineer by the employee or an authorized Union official. Upon receipt of the proper authorization, the Engineer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Engineer. The Engineer will provide the Union with a list of the employees' names, addresses and Social Security numbers.

**Section 6.3.** It is specifically agreed that the Engineer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Engineer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Further, it is expressly understood that in no event will the Employer be expected to comply with the deduction of Union-imposed special fines, assessments, initiation fees, or other nonuniformly applied charges levied upon members.

**Section 6.4.** The Engineer shall be relieved from making such "check-off" 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; or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement including Section 6.9.

**Section 6.5.** The Engineer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 6.6.** It is agreed that neither the employees nor the Union shall have a claim against the Engineer for errors in the processing of deductions unless a claim of error is made to the Engineer, in writing, within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues normally are made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

**Section 6.7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Comptroller of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction. The total amount of dues deducted shall be submitted to the Comptroller of AFSCME Ohio Council 8 within fifteen (15) working days following deductions.

**Section 6.8.** The manner of taking deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during two (2) pay periods each month. In the

event a deduction is not made for any Union member during the regular pay period, the Engineer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of the two (2) months regular dues. The Engineer will not deduct more than two (2) months regular dues from the pay of any Union member, nor will the Engineer deduct more than one (1) months regular dues for more than one (1) consecutive month.

**Section 6.9.** Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement in accordance with the checkoff Agreement found in Appendix A of this Agreement, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Engineer and a copy of the written revocation shall be forwarded to the Union. After the effective date of this Agreement, newly hired and employees who resign from membership of the Union shall be required to pay a fair share fee in accordance with Section 6.10 of this Article. All dues and fair share fee deductions, at the Engineer's option upon ten (10) days written notice by certified mail to the Union, may be cancelled upon the termination date of this Agreement. All dues and fair share fee deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walk-out, or any concerted effort to interfere with the public service, may be cancelled at the Engineer's option upon twenty-four (24) hours notice to the Union. It is agreed that the Union representative will be given an opportunity to meet with the Engineer or his representative prior to the exercise of the Engineer's option to cancel payroll deduction of dues and fair share fees as outlined in this Section.

**Section 6.10. Fair Share.** Effective July 1, 2012, subject to the requirements of state and federal law, as a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members in good standing of AFSCME including employees who resign from membership of AFSCME after the effective date of this labor agreement, shall pay to AFSCME through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employees to become or remain a member of AFSCME, nor shall the fair share fee exceed the dues paid by members of AFSCME in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. AFSCME is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this section. If an employee challenges through the courts or the State Employment Relations Board the deduction of the fair share fee, his deduction shall receive the escrowed funds, including interest, if any.

## **ARTICLE 7**

### **UNION REPRESENTATION**

**Section 7.1.** One (1) non-employee AFSCME representative will be recognized by the Engineer upon receipt of a letter so identifying him/her and signed by the Regional Director of the AFSCME. There may be one (1) additional non-employee AFSCME representative accompanying the recognized representative upon advance approval of the Engineer.

Said non-employee representative(s) shall be admitted to the Engineer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, upon reasonable advance notice to and approval of the Ross County Engineer. The Union agrees that such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Engineer.

**Section 7.2.** The Engineer shall recognize three (3) employees selected by the Union to act as stewards.

The duty of the steward shall include:

- A. Investigation and processing of grievances for employees through Steps 1 and 2 of the grievance procedure;
- B. Attending grievance hearings at Steps 1 and 2 of the grievance procedure when requested by the aggrieved employee; and
- C. Attending other meetings as authorized by the Engineer and/or this Agreement.

**Section 7.3.** The Engineer agrees to recognize one (1) of the three (3) stewards selected by the Union to act as President of the Local. The duties of the President of the Local shall include, in addition to the duties listed above:

- A. Filling in when the steward is absent or not available;
- B. Processing grievances beyond Step 1 of the grievance procedure;
- C. Attending grievance hearings beyond Step 1 of the grievance procedure when requested by the aggrieved employee; and
- D. Attending labor-management meetings or other meetings authorized by the Engineer and/or this Agreement.

**Section 7.4.** The Union shall provide the Engineer an official roster of all of its officers, stewards, and representatives, which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home Telephone Number; and
- D. Union Office Held.

No employee shall be permitted to function as a Union representative until the Union has presented the Engineer with written certification of that person's selection.

**Section 7.5.** The following rules shall apply to any employee Union representative conducting Union activities during working hours.

- A. Unless otherwise authorized by the Engineer or his designee, the employee Union representative(s) shall confine their Union activities to the investigation and processing of grievances and only upon advance approval of the Engineer or his designee.
- B. The Union representative may use a telephone for Union business during such time as defined in (A) above. Long distance charges will not be permitted.
- C. The Union representative shall not leave his/her assigned work area to conduct Union business until he/she has received such approval.
- D. The Union representative shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Engineer or his designee to be held during regular duty hours, without loss of regular pay or benefits.
- E. County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized in advance, by the Engineer or his designee.
- F. All times spent by the President of the Local and the stewards in Union activities shall be approved by the Engineer or his designee in advance and at no times shall such activities exceed the time which is reasonable and necessary for such activities.

**Section 7.6.** The Engineer agrees that one (1) delegate or alternate to the annual conventions of the Union may use accumulated vacation or compensatory time for the purpose of participating in such conventions. Such leave will be approved upon receipt of one (1) month advance written notification by the Regional Director of AFSCME.

**Section 7.7.** Any Union representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which unauthorized Union activity is being conducted or upon the order of the Union representative's immediate supervisor. Any violation of the rules of this Article shall subject the employee to disciplinary action.

## **ARTICLE 8**

### **LABOR/MANAGEMENT MEETINGS**

**Section 8.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer and/or his designees shall meet with not more than two (2) employee representatives and/or one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

**Section 8.2.** An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the County 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 improve efficiency; and
- F. To consider and discuss health and safety matters relating to employees.

**Section 8.3.** 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 8.4.** Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

**Section 8.5.** 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 these meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending during their non-working hours.

**Section 8.6.** The Employer agrees to provide the Union President with a written response to those matters which are discussed in the labor/management meeting and which require a response within thirty (30) days of the meeting.

## **ARTICLE 9** **BULLETIN BOARDS**

**Section 9.1.** 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 will permit the Union use of said bulletin boards. However, the Engineer shall not be obligated to purchase bulletin boards for the Union's use.

**Section 9.2.** All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time 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. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;

- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union;
- G. Publications, rulings or policies of the Union.

All other notices of any kind not covered in A through G must receive prior approval of the Engineer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- H. Personal attacks upon any other member or any other employee;
- I. Attacks on any employee organization, regardless of whether the organization has local membership; and
- J. Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

**Section 10.1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service, are promptly heard and answered and that appropriate action is taken to correct a particular situation.

**Section 10.2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 10.3.** Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission, the employee and his Union representative may meet with the Employer to discuss the matter prior to the appeal to the outside agency.

**Section 10.4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Grievances involving suspension or discharge may be initiated at the Engineer's Step.

A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by each group, shall process the grievance.

Any grievance not answered by management within the stipulated time limits will automatically be advanced to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of Agreement violated; and
- I. Resolution requested.

**Section 10.5.** The following steps shall be followed in the processing of a grievance in order for an alleged grievance to receive consideration.

**Step 1. Superintendent:** The employee shall file a grievance in writing with the Superintendent within five (5) working days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts. This thirty (30) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of this leave, provided the thirty (30) day limit is not exhausted. The Superintendent, as soon as possible but not to exceed five (5) working days, shall provide a written answer to the employee.

**Step 2. Engineer:** The employee may process the grievance in writing to the Engineer and/or his designee within five (5) working days after receiving the Step 1 reply. The Engineer and/or his designee shall have ten (10) working days in which to schedule a meeting with the aggrieved employee and his Union representative if the employee desires. He shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within five (5) working days, following the meeting. The Engineer may meet privately with the grievant prior to the meeting, if the grievant so requests.

**Section 10.6.** When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, which shall be a Union steward, to accompany him in Step 1 and through Step 2 of this procedure. In addition to the Union steward's attendance at Step 2, the grievant may have a professional staff representative present.

**Section 10.7. Arbitration:** The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The Union must make written application to the Engineer for arbitration within ten (10) working days of the written answer from the Engineer at Step 2. Any

grievance not submitted within such time periods shall be deemed settled on the basis of the last answer given by the Employer.

The Employer or his designee and the representative of the Union shall following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators (National Academy Certified with Ohio residence) from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service (FMCS). The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service (FMCS) and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement which are in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure, or the date the grievant should have been aware of the matters giving rise to the grievance, whichever is earlier, but in no case shall the arbitrator's award be retroactive to a date more than thirty (30) days prior to the date the grievance is filed.

The question 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 arbitrator's 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. 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 paid by the Union. All costs directly related to the services of the arbitrator shall be paid equally by both parties.

Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 10.8.** No employee who attends an arbitration hearing shall lose any pay or benefits for hearings conducted during duty hours. This is limited to the grievant and one (1) employee Union representative.

**Section 10.9. Days Defined:** For the purposes of this Article, working days shall be defined as those days which the employee was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the Employer when the Employer is the responding party.

## **ARTICLE 11** **DISCIPLINARY PROCEDURES**

**Section 11.1.** Reasonable disciplinary action shall be given for just cause and will include one of the following:

- A. Verbal warning;
- B. One or more written warnings;
- C. Suspension with or without pay; and
- D. Discharge from employment.

The Engineer agrees that principles of progressive corrective action will be followed with respect to minor offenses as determined by the County Engineer.

**Section 11.2.** Records of verbal warnings shall cease to have force and effect nine (9) months after the effective date of such warnings, providing there is no intervening disciplinary action for any similar offenses during that time.

**Section 11.3.** Written reprimands and/or suspensions shall cease to have force and effect eighteen (18) months after the effective date of such action providing there is no intervening written notice of disciplinary action during the eighteen (18) month period. Disciplinary measures that have ceased to have force and effect shall not be used in determining subsequent disciplinary action.

**Section 11.4.** An employee shall be given a copy of any written warning, written reprimand, or other written disciplinary action entered on his/her personnel record. The employee shall sign acknowledging receipt of said disciplinary action.

**Section 11.5.** Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the duration of the suspension.

**Section 11.6.** If the supervisor or other representative of the Engineer has reason to discipline an employee, it shall be done in a businesslike manner and in a private meeting that will not embarrass the employee before other employees or the public.

**Section 11.7.**

- A. Whenever the Engineer or his designee determines that an employee has engaged in conduct which may result in a suspension without pay, a reduction in pay or termination of employment, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct.
- B. Should the Engineer decide it is necessary he may suspend the employee(s) involved, with pay until the time of the hearing.
- C. Pre-disciplinary conferences will be conducted by the Engineer or an individual selected by the Engineer.
- D. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Engineer will provide a "Notice of Pre-Disciplinary Conference" to the employee outlining the charges which may be the basis for the disciplinary action.
- E. At the pre-disciplinary conference, the Engineer or designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or an untruthful response may result in further disciplinary action.
- F. At the conference, the employee may present any testimony, witness or documents relevant to the matter at hand. The employee may be represented by any person he/she chooses, however, a representative of the Union will be permitted to be present. It is the employee's responsibility to notify any witnesses that their attendance is desired.
- G. Subsequent to the hearing, the Engineer or designee will issue a written report. The sole issue to be addressed by the Engineer or designee is whether or not the alleged conduct occurred. A copy of the Engineer's or designee's report will be provided to the employee within five (5) days of the hearing.
- H. After preparation of or receipt of the report, the Engineer will decide the extent of discipline, if any, to be imposed. The employee will be informed, in writing, within thirty (30) days of the hearing of the Engineer's decision as soon as possible following such decision.

**ARTICLE 12**  
**PERSONNEL FILES**

**Section 12.1.** It is recognized by the parties that the Engineer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Engineer or his employees. However, to the extent that any records, papers, or other documents covering members of the bargaining unit are not legitimately considered available to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make prior request to and receive approval of the Engineer or his designated representative. The Engineer shall not be required to pay an employee or to lose that employee's service as a result of this activity, unless advance approval to examine the files during regular working hours has been obtained.

**Section 12.2.** A Union member may, upon written authorization, request the appropriate representative to review his individual personnel file.

**Section 12.3.** For the duration of this Agreement, and any extensions thereof, if an employee, upon examining his personnel file, disputes the accuracy, in those documents to which he has access the employee may request the Engineer, in writing, to investigate the disputed information. The Engineer shall, within a reasonable time, after receiving the request from the employee, make a reasonable investigation of the disputed information, and shall notify the employee of the results of the investigation and the action he plans to take with respect to the disputed information. The Engineer shall delete any information that cannot be verified or that is found to be inaccurate in accordance with the Ohio Public Records Laws.

If after such determination the employee is not satisfied he may write a brief statement of his position on the disputed information, and such statement shall be attached to the file. In any subsequent transfer, report or dissemination of the disputed information which includes a statement by the employee, the Engineer may include a written statement that he has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for the belief.

**ARTICLE 13**  
**PROBATIONARY PERIODS/PERFORMANCE EVALUATIONS**

**Section 13.1.** Every newly hired employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Ross County Engineer's Department and shall continue for a period of nine (9) months. Newly hired probationary employees can be disciplined or removed at any time during their probationary period and shall have no appeal through the grievance procedure or Personnel Board of Review over their discipline or removal.

**Section 13.2.** A promoted employee shall serve a probationary period of ninety (90) calendar days. Should the promoted employee fail to successfully complete his probationary period, or wish not to complete the probationary period, he shall be returned to his former position at his previous rate of pay.

**Section 13.3.** Probationary and performance evaluations shall be conducted in a manner established in the policies and procedures of the Engineer's Department.

**Section 13.4.** Employees shall receive a copy of their promotional and performance evaluations.

## **ARTICLE 14** **SENIORITY**

**Section 14.1.** "Seniority" shall be defined as the uninterrupted length of continuous service with the Ross County Engineer's Department. A termination of employment lasting less than thirty-one (31) days does not constitute a break in continuous service. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service immediately following the expiration of the leave.

**Section 14.2.** If an employee is laid off, he shall retain his seniority for twelve (12) months from the time of his actual layoff provided he has had one (1) or more years of accumulative service.

**Section 14.3.** Seniority shall be broken when an employee:

- A. Resigns, unless reinstated within one (1) year;
- B. Is discharged for just cause; or
- C. Is laid off and not recalled within one (1) year.

**Section 14.4.** The Engineer shall bi-annually provide the Union with a copy of the seniority list with name, address, classification, date of hire, and pay rate, and upon request from the Union will review the seniority list through the labor management meeting procedures as contained in this Agreement.

## **ARTICLE 15** **JOB POSTING AND TRANSFER PROCEDURE**

**Section 15.1.** It is the policy of the Engineer to provide bargaining unit employees with an opportunity to be promoted and/or transferred. Therefore, when a vacancy occurs in a bargaining unit position or a new bargaining unit position is created, the Engineer shall post, for five (5) working days, a notice of the opening stating the job classification, rate of pay, shift, and work location. The Engineer reserves the right to make final determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled. The President of the Local Union shall be furnished with copies of all postings. If no current employees bid, or are qualified, the Engineer reserves the right to fill the position from outside the Department if desired.

**Section 15.2.** Employees who wish to be considered for the posted position must file a written application with the Engineer by the end of the posting period. There will be no requirements on the Engineer to consider applications filed after the posting period. The employee shall consult with his supervisor to schedule a time to file such application.

**Section 15.3.** All applicants for promotion or transfer must meet the following criteria:

- A. Minimum job qualifications as established in the classification specifications adopted by the Ross County Engineer.
- B. Satisfy the following Employer criteria:
  - 1. Satisfactory work history and performance by the employee;
  - 2. Satisfactory record of attendance;
  - 3. Familiarity with the required duties of the new position; and
  - 4. Ability to perform the essential functions of the position.

If two (2) or more employees meet the above criteria and are equal in qualifications, then seniority shall govern with respect to filling the vacancy. "Seniority" for the purposes of promotions and transfers as used in this Article shall be defined as the employee's total service as a full-time employee in the employ of the Ross County Engineer. Employees with equal seniority and qualifications shall be selected alphabetically.

**Section 15.4.** The Engineer shall give first consideration to those timely-filed applications of employees in the same classification or higher classification, who meet the criteria and qualifications as outlined in 15.3 of this Article, and who are therefore requesting a lateral transfer or voluntary demotion. A vacancy filled by lateral transfer or voluntary demotion will be awarded to the applicant with the most seniority.

**Section 15.5.** Employees shall be assigned to the new position within fourteen (14) days after they have been notified by the Engineer that they have been awarded the new position.

**Section 15.6.** Employees promoted to a new classification under the terms of this Article shall receive the applicable rate of that classification immediately upon assignment to the new position.

**Section 15.7.** During the period while the posting and selection process is being administered, the Engineer may temporarily assign any employee to any vacancy to fulfill operational requirements. Employees so assigned will receive the rate of pay of the assigned position or their current rate, whichever is higher.

**Section 15.8.** Within seven (7) work days, unless more time is needed due to availability of the Engineer, the Engineer shall notify the selected employee of his promotion/transfer and shall post the position of the selected employee in the same manner as the job posting for a period of five (5) working days, or post notice that the vacancy will not be filled. The Union may request and receive a copy of the bid sheet for posted vacancies.

**ARTICLE 16**  
**LAYOFF AND RECALL PROCEDURES**

**Section 16.1.** In case of any job abolishment or layoff of bargaining unit employees is anticipated due to lack of work, lack of funds, or reorganization, the Employer shall notify the Union of the impending job abolishment or layoff no later than thirty (30) days prior to the effective date of the job abolishment or layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

**Section 16.2.** Affected employees shall receive notice of the job abolishment or layoff fourteen (14) calendar days prior to the effective day of layoff.

**Section 16.3.** The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in 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.

**Section 16.4.** Any employee receiving notice of layoff shall have five (5) days following receipt of such notice in which to exercise his right to bump any less senior employee in a lower paying classification, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training. Any employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any layoff affecting his position.

**Section 16.5.** When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the Employer recalls persons off the list, they shall be recalled to their previous classification.

**Section 16.6.** The Engineer shall not hire any new bargaining unit employee(s) while any bargaining unit employee(s) are on a recall list subject to the following:

- A. If a bargaining unit vacancy exists following the proper utilization of the bid procedure, the Engineer agrees to notify employees on a recall list of the vacancy by certified mail. All qualified employees on the recall list desiring the position shall request the position in writing no later than ten (10) calendar days following the mailing by the Engineer. The Engineer shall award the vacancy to the most senior qualified employee who properly requests the vacancy.

**Section 16.7.** Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by registered mail, to the last address provided by the employee.

**Section 16.8.** The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## **ARTICLE 17** **WORK RULES**

**Section 17.1.** It is agreed and understood that the Engineer or his designee(s) have the right to promulgate, implement, revise and enforce reasonable rules, policies, procedures and directives to regulate the personal conduct of employees as it affects the employee's employment with the Engineer and to ensure the effectiveness of the services and programs of the Engineer's Department. Within sixty (60) calendar days following implementation of this Agreement, the Employer will provide all employees with a copy of current work rules. Employees will be required to sign acknowledging receipt of the work rules.

**Section 17.2.** Except in cases of emergency, copies of newly established written rules, or amendments to existing written rules will be furnished to, and discussed with, representatives of the Union, five (5) days prior to their effective date.

**Section 17.3.** It is the Engineer's intention that work rules, policies, and directives, should be interpreted and applied uniformly to all employees under similar circumstances.

**Section 17.4.** It is agreed that, where the Engineer has determined that written rules are necessary, and to the extent any rules affecting employees of the bargaining unit have been or will become reduced to writing, the Engineer will make them available to the employees.

**Section 17.5.** This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow directions or orders from his supervisor or established rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

## **ARTICLE 18** **HEALTH AND SAFETY**

**Section 18.1.** Safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, tools, equipment, and working methods for his employees. The employees accept the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 18.2.** Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools, and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee.

**Section 18.3.** An Employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer and Safety Committee, who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

**Section 18.4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH, etc.); Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 18.5.** Employee exposure records (Environmental Monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

**Section 18.6.** The Ross County Engineer's Safety Committee shall consist of the Ross County Safety Officer, one (1) additional Employer appointee, and two (2) bargaining unit members appointed by the Union. Bargaining unit appointees shall not serve on the Committee for more than six (6) consecutive months. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date to this Agreement.

It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action;
- B. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;
- C. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 18.3;
- D. Recommend safety training programs and amendments, modifications, or additions to the Ross County Engineer's Safety Manual;

- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to drive the Ross County Engineer's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

**Section 18.7.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

**Section 19.1.** The standard work week for full-time employees shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours each day, excluding an unpaid lunch period of one-half (1/2) hour each day. The standard summer work week shall be four (4) days of ten (10) hours each day including the one-half (1/2) hour paid lunch period. Such summer hours will commence no earlier than March 15<sup>th</sup> nor later than May 30<sup>th</sup> each calendar year and cease no earlier than September 1<sup>st</sup> nor later than October 31<sup>st</sup> each calendar year. The Engineer agrees to give employees no less than two (2) weeks notice prior to changing to and from ten (10) hour shifts.

**Section 19.2.** An employee required to work in excess of forty (40) hours in any one payroll week, shall be paid for such weekly overtime, at the rate of time and one-half (1½) his regular straight time hourly rate. For the purposes of this Section, all legal holidays as recognized by the Engineer, vacation days, sick leave, and compensatory time shall be considered as hours actually worked for the purposes of calculating overtime payment.

**Section 19.3.** An employee who is called into work and who reports for work during hours outside his regularly scheduled shift and which hours will not abut his regularly scheduled shift hours, shall receive four (4) hours pay at the appropriate rate for such work performed. Only hours actually worked under this Section will be included in determining hours worked for overtime purposes under Section 19.2 above. This Section shall not apply to employees during any shift changes where the employee may be sent home following completion of one (1) shift and asked to return that same calendar day in order to start another shift.

**Section 19.4.** Any employee working during hours outside of his regularly scheduled shift, where such additional hours abut his regular scheduled shift hours on the day in question, shall only be paid for the actual hours worked at the applicable rate of pay.

**Section 19.5.** There shall be no pyramiding or duplication of any overtime payments.

**Section 19.6.** The Engineer will equally distribute overtime opportunities among qualified full-time employees insofar as practical.

Each employee shall be required to provide the Engineer with his current address and telephone number. Any changes in the employee's address or telephone number shall be reported to the Engineer's office immediately.

The Engineer shall establish and post an overtime rotation list of available employees. On each occasion when an employee works overtime, he shall be accredited on the overtime rotation list with the actual number of overtime hours worked. The Engineer will update and post the overtime rotation list on each occasion when an employee works overtime within two (2) business days. On each occasion when an employee refuses overtime or cannot be contacted, he shall be counted, for the purposes of determining the future overtime opportunities, with the amount of overtime accredited to those employees who responded. As each overtime opportunity arises, the Engineer shall attempt to contact those qualified employees within the proper classification who would normally perform the work involved and who have the least total number of overtime hours worked, refused, or missed to their credit on the overtime rotation list. Employees may provide an alternate telephone number to the Superintendent before leaving work if they plan on not being home.

Employees not signing the overtime availability list shall not have their name(s) placed on the overtime rotation list and the Engineer shall not be required to offer those employees overtime. However, all employees shall be required to work overtime, upon request, during emergency situations when an adequate number of employees cannot otherwise be contacted.

**Section 19.7.** It is agreed that when necessary the Engineer can work employees beyond the regular work day consecutive to their regular working hours in order to complete a task without undue delay without following the procedures of this section except that those employees shall be accredited on the overtime rotation list with the total number of overtime hours worked.

**Section 19.8.** Where there are errors made in the distribution of overtime opportunities, the Engineer shall attempt to correct such error by offering the affected employee the next overtime opportunity in his group which the employee is qualified to perform.

**Section 19.9.** All employees are expected to perform reasonable amounts of overtime, where requirements exist. Should no employee accept or be reached for the overtime assignment, the Engineer may assign the overtime to the employee who is qualified to do the work and who can be reached. The Engineer will give due consideration to request for relief of the obligation to work overtime. All employees may be required to perform overtime work when an emergency exists. The Engineer shall be the sole judge of when an emergency exists.

**Section 19.10.** If an employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be computed on a time and one-half (1½) basis. Except as otherwise provided in this section, compensatory time shall be granted by the Engineer at the employee's regular hourly rate at a time mutually convenient to the employee and the Engineer. Compensatory time must be requested no later than the end of the day, the shift prior to the requested Compensatory time day off. The Engineer may approve Compensatory time requests made the same day of the usage, if the operational needs of the Engineer would allow for the absence. All compensatory time must be scheduled and used before the last pay period in November of each year, except for up to twenty (20) hours, or will be cashed-out

effective the last pay period in November of each calendar year, except for up to twenty (20) hours if requested by the employee. Employees may carry over compensatory time from one calendar year to the next calendar year, up to twenty (20) hours, upon the Engineer receiving a written request before the last pay period in November of each year. Request for compensatory time in lieu of overtime pay shall be made in writing to the Engineer prior to the end of the payroll period.

**Section 19.11.** No overtime or compensatory time will be paid unless it has been authorized by the appropriate supervisor.

**Section 19.12.** A full-time employee shall be any employee who works a regularly scheduled work week equal to the standard work week.

**Section 19.13.** A part-time employee shall be any employee who works a regularly scheduled work week that is less than the standard work week.

**Section 19.14.** Nothing in this Agreement shall infringe upon the Employer's right to determine the employee's physical and mental capabilities to perform or continue in a work status which constitutes a hazardous condition.

**Section 19.15.** During the winter season, drivers shall periodically be required to drive and station at their home an Employer-owned truck and shall also be required to carry a pager for such time period.

## **ARTICLE 20 WASH-UP TIME**

**Section 20.1.** Employees are expected to begin work at 7:30 a.m. when working eight (8) hour days and at 7:00 a.m. when working ten (10) hour days. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes, at the end of each work day before quitting time for wash-up. Employees shall be permitted reasonable time, not to exceed ten (10) minutes, immediately prior to lunch, for wash-up, provided facilities are available at the work location. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for any other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

## **ARTICLE 21 REPORT-IN**

**Section 21.1.** The Engineer shall determine each employee's regular reporting site. Employees working at a work site different from the location where they regularly report to work and punch in, shall report in and punch in at the regular location and be in paid status for travel time to and from the work site. Transportation from the reporting site to the work site shall be furnished by the Engineer.

**Section 21.2.** All employees are expected to make every effort to report for work during adverse weather conditions or emergencies. Employees unable to report for work during severe weather or emergencies will normally not be paid for those hours not worked. Employees who are late

for work after having made every earnest effort to report to work on time, but were unable to do so due to local conditions during adverse weather, shall not be paid for any hours not actually worked. The Engineer agrees, during these weather conditions, where work is available and it is deemed practical to assign the employee said work, the employee may be permitted to remain at work beyond his scheduled hours on that day in order to complete his scheduled hours for the day in question. Upon recommendation from the employee's supervisor, the Engineer may permit an employee to use accumulated vacation or compensatory time or sick leave if vacation and compensatory time has been exhausted, whenever it is determined that the employee has made every earnest effort, but was unable to report to work or reported to work late due to the adverse conditions.

**Section 21.3.** Any employee under Section 21.2 above who is offered transportation by the Employer shall report to work unless emergency conditions exist at home. Such employee shall be in paid status as soon as transportation arrives at the employee's home and shall continue in paid status until he is returned home. This Section shall be administered in accordance with the overtime roster insofar as is practical.

**Section 21.4.** The Employer agrees to provide paychecks by the usual and regular schedule. In the event of emergency conditions, the Employer agrees to meet with Union representatives to arrange the distribution of paychecks in a manner that is quick, efficient and equitable. Checks will not be released until quitting time.

## **ARTICLE 22** **SICK LEAVE**

**Section 22.1. Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

**Section 22.2. Retention of Sick Leave.** An employee who transfers from a public agency to the Ross County Engineer's Department, or who has prior service with a public agency, shall retain credit for any sick leave earned in accordance with that Section, so long as he is employed by the Ross County Engineer's Department except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed in his credit upon his re-employment in the Ross County Engineer's Department provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 22.3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave, personal leave, or a Family and Medical Leave in accordance with Article 25 of this Agreement.

**Section 22.4. Charging of Sick Leave.** Sick leave shall be charged in minimum units of four (4) hours except in the case of bona fide medical/dental appointments/illnesses which have been approved in advance; in which case sick leave will be charged in minimum units of one (1) hour.

It is understood that the operations of the Department will not be disrupted in any manner as a result of medical/dental appointments. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 22.5. Uses of Sick Leave.**

- A. Sick leave shall be granted to an employee upon approval of the Engineer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family;
  2. Death of a member of his immediate family (sick leave usage limited to five (5) working days);
  3. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others;
  5. Pregnancy and/or childbirth and other conditions related thereto; or
  6. Up to three (3) days of leave may be used as personal days each year. The first day of approved personal leave utilized shall not be charged to sick leave, however, any second or third day of approved personal leave utilized each year shall be deducted from the employee's sick leave balance. Personal leave not chargeable to sick leave shall not be carried over from year-to-year, and shall not be cashed-out upon separation or retirement of the employee. Newly hired employees shall be eligible to use personal leave after one (1) year of employment. Personal leave shall be used in one (1) day increments.
- B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (in loco parentis).

**Section 22.6. Evidence Required for Sick Leave Usage.** The Engineer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three (3) days must be accompanied by a doctor's certificate.

**Section 22.7. Notification by Employee.** When an employee is unable to report to work he shall notify his/her immediate supervisor or other designated person, as early as is practicable but no

later than one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

**Section 22.8. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and may result in refund of salary or wages paid.

**Section 22.9. Physician's Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Engineer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, and medical attention is required, the Engineer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 22.10.** The Employer may require at any time that employees submit to a physical examination given by a physician selected and paid for by the Employer. If the results of said examination are not satisfactory to the employee, said employee may choose a second doctor for his/her opinion. Second opinion shall be paid for by the employee. If the two doctors' reports conflict, both doctors shall choose a third physician to conduct an examination, which decision shall be final as to the employee's health. The cost of the third doctor shall be equally shared by both parties.

If found not qualified, the employee may be placed on sick leave, disability leave, or if appropriate, Family and Medical Leave.

## **ARTICLE 23 ACCRUED SICK LEAVE**

**Section 23.1.** Payment of accrued but unused sick leave will be made to each County employee, upon disability or service retirement under the Public Employees' Retirement System from active service with any employment in County government, who has ten (10) or more years of service. The amount of payment will be fifty percent (50%) of accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all credit accrued by the employee at the time. Such payment shall be made only once to any employee. In the event of death of an employee, the payment will be made to the employee's estate.

## **ARTICLE 24 LEAVES OF ABSENCE**

**Section 24.1. Leave Without Pay.** Employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave.** A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:
  - 1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Is declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

- B. Educational Leave. An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Engineer's Department by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

- C. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

- D. Authorization for Leave. Except as provided in Family and Medical Leave, the authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job.

A leave of absence shall be requested on the standard Request for Leave form.

- E. Sick Leave Credit and Vacation Credit During Leave. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

- F. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

- G. Reinstatement from Leave. Upon completion of a leave of absence, and provided the employee still meets the minimum requirements for the position, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

**Section 24.2. Leave With Pay**

- A. **Military Leave.** All employees who are members of the Ohio National Guard, the Ohio organized 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 performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one calendar year. 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. Employees who are members of those components listed in paragraph one 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. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

1. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
2. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

**ARTICLE 25**  
**FAMILY AND MEDICAL LEAVE (FML)**

**Section 25.1.** The Employer shall comply with the Family and Medical Leave Act of 1993, as amended from time to time, and the Employer shall promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

**ARTICLE 26**  
**FUNERAL LEAVE**

**Section 26.1.** Upon the death of a member of an employee's immediate family (immediate family as defined below), the employee will be granted one (1) day of leave with pay to attend the funeral and which is not chargeable to sick leave.

**Section 26.2.** As used in this Section immediate family shall be defined to include spouse, child, grandchild, grandparents, stepchild, brother, sister and parents.

**ARTICLE 27**  
**JURY DUTY**

**Section 27.1.** Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by the United States or Ohio Courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours, after being given a reasonable time to change clothes in order to prepare for work duties.

**ARTICLE 28**  
**VACATION**

**Section 28.1.** Full-time permanent employees are entitled to vacation with pay after one (1) year of continuous service with the Engineer. The amount of vacation leave to which an employee is entitled, is based on 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 14 years	120
14 years but less than 21 years	160
21 years, but less than 28 years	200
28 years or more	240

**Section 28.2.** New employees of the Engineer may be entitled vacation service credit earned in other state or local government agencies in Ohio during their previous periods of employment.

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

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

Prior service shall mean any service with the Engineer, the County, or any political subdivision of the State of Ohio.

**Section 28.3.** Vacation is credited each biweekly 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 28.4.** 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 employment with the County.

**Section 28.5.** Vacations are scheduled in accordance with the workload requirements of the individual work units of the Ross County Engineer's Department. For this reason, the Engineer may require vacation requests be made by March 1 of each year. When employees in the same work unit request the same vacation leave period prior to the March 1 date, the determining factor shall be seniority, provided the vacation request is made at least two (2) weeks in advance of the requested date of vacation is to begin. A list of approved vacations will be posted by April 1 of each year.

Vacation requests received after the March 1 date will be granted, based upon workload requirements and determined by the first submitted request. If two (2) or more employees in the same work unit submit their request on the same day, the determining factor will be seniority.

The parties recognize that the Engineer has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time, however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected.

**Section 28.6.** Employees scheduling vacations after March 1 or wishing to change their scheduled vacation, shall use the following procedures:

- A. For one (1) day to four (4) days vacation, an employee shall make a request to his supervisor at least one (1) week in advance;
- B. For more than four (4) consecutive vacation days, an employee shall make a request to his supervisor at least one (1) month in advance; and
- C. If an emergency arises and such advance notice cannot be given, the employee shall contact his supervisor with the request as soon as possible. No vacation shall be taken until it has been approved by the supervisor.

An employee who has been notified that he must take vacation or lose vacation credits will be given first consideration.

The Engineer and/or supervisor shall have the right to deny vacation requests if workload requirements so mandate.

**Section 28.7.** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Engineer may permit an employee to accumulate vacation from year to year up to a maximum of three (3) years accumulation.

**Section 28.8.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance. The Engineer will notify employees of their leave balances every pay day.

Employees who have reached three (3) years accrual pursuant to Section 28.7 shall be permitted, twice yearly, to cash-in up to two (2) weeks (in one (1) day increments) of accumulated vacation leave. The employee(s) may not cash-in more than two weeks during any calendar year. Once paid, such leave shall be eliminated from the employees' leave balance. Such payment shall not be considered as hours worked and shall not be included in the calculation of regular rate for overtime purposes.

**Section 28.9.** If an employee, while on vacation, experiences an illness or injury, or experiences a death in the family, which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such occurrence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury or an official obituary notice in the case of a death.

## **ARTICLE 29** **HOLIDAYS**

**Section 29.1.** All employees in the bargaining unit 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
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	
1/2 Day Christmas Eve	24th Day of December
Christmas Day	25th day of December
Employee's Birthday	

1/2 Day New Year's Eve

31st day of December

**Section 29.2.** In addition, employees shall be entitled to a paid holiday on any other day appointed and recommended by the Governor of this State or the President of the United States and adopted by the Ross County Commissioners.

**Section 29.3.** In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular rate of pay for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1½) their regular rate of pay for all hours worked on the holiday which exceed forty (40) hours worked in that payroll week period.

**Section 29.4.** The Engineer agrees that all employees will be given the day after Thanksgiving off as well as 1/2 day on Christmas Eve. In the event of a snow emergency, the workers agree to come in and work at straight time during their regular working hours.

### **ARTICLE 30** **WORKING OUT OF CLASSIFICATION**

**Section 30.1.** When an employee is temporarily assigned by the Employer to a higher classification for a period of fourteen (14) or more consecutive calendar days the employee shall receive that rate of pay provided for such higher classification commencing upon the first working day of such temporary working assignment.

### **ARTICLE 31** **INSURANCE COVERAGE**

**Section 31.1.** The Employer will pay ninety (90%) percent and the employee will pay ten (10%) percent by payroll deductions for single coverage. The parties agree that levels and premiums of insurance shall be revised no more than once per year based on the County's timetable. The Employer will continue to provide full-time bargaining unit employees with family hospitalization coverage with the County paying eighty-three percent (83%) and the employee paying seventeen percent (17%) by payroll deduction. The Union and employees will be provided a copy of the plan description. The Employer may, during the life of this Agreement, change insurance carriers or methods of providing insurance coverage. The Employer agrees to deduct in even amounts one-half (1/2) of the monthly insurance premiums from the first two (2) pay periods each month.

**Section 31.2.** The Engineer will pay the entire premium of fifteen dollars (\$15.00) per month per bargaining unit employee for the AFSCME Care Plan Prescription Drug Refund Benefit.

**Section 31.3.** The Engineer agrees to provide a ten thousand dollar (\$10,000) term life insurance policy to each member of the bargaining unit. The County shall pay the full premium for the life insurance coverage provided.

**Section 31.4.** Should there be a proposed increase in the premium rates for the insurance coverage described in Section 31.1, it is the intent of the Engineer to notify the Union of the proposed increase sixty (60) days prior to the intent to implement said increase. Should the Engineer not be notified within the above time guidelines, the Engineer agrees to notify the Union as soon as the Engineer becomes knowledgeable of the intent to increase.

**ARTICLE 32**  
**WAGES**

**Section 32.1.** The wages of bargaining unit employees shall be as follows:

	<u>5/22/2016</u>	<u>5/22/2017</u>	<u>5/22/2018</u>
Highway Worker I	\$19.01	\$19.01	\$19.01
Highway Worker II	\$21.48	\$21.98	\$22.48
Highway Worker III	\$23.97	\$24.47	\$24.97
Equipment Mechanic I	\$22.78	\$23.28	\$23.78
Equipment Mechanic II	\$23.97	\$24.47	\$24.97
Welder I	\$22.78	\$23.28	\$23.78
Welder II	\$23.97	\$24.47	\$24.97
Route Marker II/Operator I	\$23.97	\$24.47	\$24.97
Bridge Worker II	\$23.97	\$24.47	\$24.97
Maintenance Foreman	\$24.53	\$25.03	\$25.53
Equipment Operator I	\$23.56	\$24.06	\$24.56
Equipment Operator II	\$23.97	\$24.47	\$24.97
Mechanical Stores Clerk /			
Highway Worker II	\$23.97	\$24.47	\$24.97
Welder II/Operator II	\$23.82	\$24.32	\$24.82
Maintenance Worker	\$17.00	\$17.50	\$18.00

**Section 32.2.** All promoted employees shall receive the rate of pay for the new classification as soon as they start the classification.

**Section 32.3.** The Engineer reserves the right to establishing the rate of pay which shall be no less than eighty-five percent (85%) of the current classification rate of pay for all newly hired employees during their new hire probationary period which shall be the first nine (9) months of their employment. Upon satisfactory completion of the probationary period, the employee shall receive the permanent rate of pay for the classification.

**Section 32.4.** For the duration of this Agreement, Highway Worker I wages shall be \$19.01.

**ARTICLE 33**  
**LONGEVITY**

**Section 33.1.** A longevity bonus for those employees who have attained the requisite seniority will be paid in accordance with the schedule below on December 1 of each year this Agreement is in effect.

<u>SENIORITY</u>	<u>AMOUNT</u>
At least one but less than five years	\$300.00
At least five years but less than ten years	\$350.00
At least ten years but less than twenty years	\$400.00
At least twenty years	\$450.00

**ARTICLE 34**  
**UNIFORMS**

**Section 34.1.** All uniforms supplied by the Department shall be, and remain, the property of the Department. Uniforms issued by the Department shall, upon termination of employment, be returned to the Engineer in the condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued uniforms lost by an employee, shall either be replaced or paid for at the current market value by the employee.

**Section 34.2.** All employees in uniform shall present a clean and neat appearance at all times subject to the normal daily requirements of assigned duties. All employees shall report to work with a clean uniform daily. Shirt tails are to be worn inside the pants whenever possible. All employees must maintain reasonable personal hygiene at all times subject to personal daily requirements of assigned duties. Any employee reporting to work not in uniform will be subject to disciplinary action.

**Section 34.3.** All employees of the Department shall be required to maintain their uniforms in good order at all times. Within reason no employee shall wear their uniform, or any part of the uniform unless their activity is related to the Ross County Engineer's Department. Consumption of alcohol beverages shall not be permitted in uniform. All employees must remember that your actions and appearance while in your uniform reflects on the entire Department.

**Section 34.4.** Tee shirts may be substituted for regular shirts only if they match the uniform and meet the Employer's requirements. The Employer shall continue to supply tee shirt, at the Employer expense, in the same quantity as currently being supplied each calendar year. The Employees shall continue to maintain the supplied tee shirt.

**Section 34.5.** The Employer agrees to provide steel-toed safety shoes for all bargaining unit employees required to wear uniforms. The Employer retains the right to determine the supplier and style of the shoe. Replacement or repair of shoes shall be made when, in the opinion of the Engineer or designee, the shoes exhibit wear or damage requiring repair or replacement. The employee agrees to present the shoes for the Employer's inspection prior to repair or replacement.

**ARTICLE 35**  
**COMMERCIAL DRIVER'S LICENSE**

**Section 35.1.** Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained and retained as a condition of employment. The Employer will reimburse the cost of the license fee for renewal of a CDL.

**Section 35.2.** The Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use And Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in "Department of Transportation Workplace Drug And Alcohol Testing Programs" (49 CFR Part 40). The parties to this Agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the Employer's independent authority under those rules. Prior to the effective date of these rules, the Employer will provide to all affected employees the required awareness training and with training regarding the required testing, including random, required by the rules.

**Section 35.3.** All drug/alcohol testing required by the rules specified in Section 35.2 shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

### **ARTICLE 36** **WAIVER IN CASE OF EMERGENCY**

**Section 36.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ross County Commissioners, the Ross County Engineer, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

**Section 36.2.** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

### **ARTICLE 37** **SEVERABILITY**

**Section 37.1.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**Section 37.2.** In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical in an effort to negotiate a legal alternative provision on the same subject matter.

### **ARTICLE 38** **DURATION OF AGREEMENT**

**Section 38.1. Term.** Except as otherwise provided herein, this Agreement shall be effective May 22, 2016 and shall remain in full force and effect until midnight May 21, 2019, provided,

however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one (1) party gives written notice to the other party as described in Section 38.2.

**Section 38.2. Successor Agreement.** The Employer and the Union mutually agree that either party may initiate negotiations for a successor agreement by submitting a written request to negotiate to the other part no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be made by e-mail with return receipt.

**Section 38.3. Termination.** Should either party desire to terminate this Agreement, they shall give written notice via e-mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in paragraph A above.

**Section 38.4. Entire Agreement.** The parties acknowledge that during the negotiations which resulted in this 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the entire Agreement between the parties, and all other Agreements written, oral or otherwise are hereby cancelled.

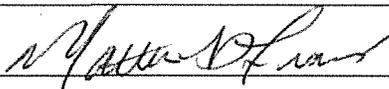
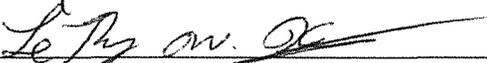
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Ross County, Ohio this 13 day of May, 2016.

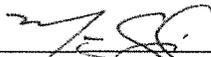
FOR THE ROSS COUNTY ENGINEER

FOR AFSCME, OHIO COUNCIL 8,  
AFL-CIO

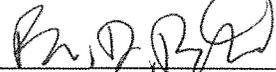
  
\_\_\_\_\_  
Charles Ortman, Ross County Engineer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Staff Representative

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ross County Prosecutor

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brian D. Butcher, Labor Consultant

**MEMORANDUM OF UNDERSTANDING "B"**

Clarification for purpose of not charging a call-out for an employee with doctor's excuse to be off work:

Employee may elect to not be charged for a missed overtime opportunity if they are off on sick leave, with a written doctor's excuse, for one thirty day consecutive period (days include weekends and holidays) per calendar year (January thru December).

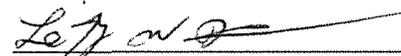
Please see Mike Buchanan or Mike Francis for any clarification.

This is a joint management and bargaining unit position until next contract.

FOR THE ROSS COUNTY ENGINEER

FOR AFSCME, OHIO COUNCIL 8,  
AFL-CIO

  
\_\_\_\_\_  
Charles Ortman, Ross County Engineer

  
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