

ARTICLE 42  
AFSCME Care Plan

SECTION 1.

Effective 3-1-05 the Employer shall contribute \$26.50 per month per employee "to the Ohio AFSCME Care Plan", who is covered by this Agreement for the following items:

Hearing Aide	.50 per month per employee
Dental # II	\$26.00 per month per employee

These rates will be fixed for the life of this contract term.

These contributions will be sent to the AFSCME Ohio Care Plan, 1603 East 27<sup>th</sup> Street, Cleveland, Ohio 44114, along with an employee listing monthly.

ARTICLE 43  
DURATION

SECTION 1.

This Agreement shall be effective as of March 1, 2011 (execution date) and shall remain in force and effect until 12:00 midnight on February 28, 2014, provided, however, that it shall be renewed automatically on its termination date for another year in the form that it is written unless either party gives written notice to the other party of their desire to negotiate, modify, terminate, or amend this Agreement. The party desiring to negotiate, modify, or amend this Agreement shall give written notice no earlier than one hundred twenty (120) calendar days and not later than ninety (90) calendar days prior to the expiration of this Agreement. The parties shall commence negotiations within two weeks of receipt of such notice of intent to negotiate.

SECTION 2.

Notwithstanding Article 43.1 above, the parties agree to a reopener of Article 40, Section 1, and Appendix A, Wages, effective March 1, 2012. The notice period for the reopener shall not be less than sixty (60) days prior to the anniversary date of the collective bargaining agreement. Article 5, No Strike/No Lockout shall be waived for purposes of this reopener. The reopener shall be conducted in accordance with O.R.C. 4117.

During the negotiations for the reopener mentioned in the previous paragraph, the parties agree that the employees in the bargaining unit classification shall receive the hourly wage rates set forth in Appendix A. Further, the parties agree that said

APPENDIX A  
WAGES

CLASSIFICATION	3-1-2011	3-1-2012	3-1-2013
Garage Clerk	\$15.94	\$15.94	\$16.31
Route Marker	\$18.23	\$18.23	\$18.60
Mechanic	\$19.23	\$19.23	\$19.60
Highway Worker	\$18.23	\$18.23	\$18.60

New hired employees during their initial probationary period shall receive (.50) fifty cents per hour less than the above rates. Upon completion of their initial new hired probationary period, said employees shall move to the above job rates.

employees shall receive a one-time lump sum payment of \$500.00 per employee. This lump sum payment will be received as part of the regular payroll distributed on March 16, 2012.

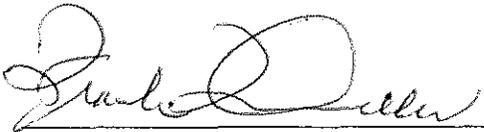
SECTION 3.

In the event either party desires to terminate this Agreement on or after the termination date set forth in Section 1 above, written notice must be given to the other party no less than ten (10) days prior to the final termination date.

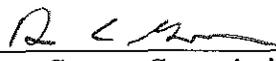
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 13<sup>th</sup> day of FEBRUARY, 2012.

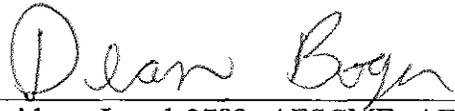
On behalf of the Fulton County Engineer:

For Ohio Council 8, AFSCME,  
AFL-CIO, and Local 2782, AFL-CIO:

  
\_\_\_\_\_  
Fulton County Engineer

  
\_\_\_\_\_  
Ohio Council 8, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Fulton County Commissioner

  
\_\_\_\_\_  
President, Local 2782, AFSCME, AFL-CIO

  
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Fulton County Commissioner

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Fulton County Commissioner

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Approved as to form:  
  
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**Scott A. Haselman**  
Fulton County Prosecuting Attorney