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K# 28262

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT
BETWEEN THE
MAHONING COUNTY ENGINEER
AND THE
TEAMSTERS UNION LOCAL #377

~~Case # 08-MED-01-0030~~
Case #2011-MED-02-0178

Effective May 1, ~~2008~~ 2011 through April 30, ~~2011~~ 2014

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PREAMBLE/PURPOSE

Section 1. Parties to the Agreement. This agreement entered into this 1st day of May ~~2008~~ 2011 is by and between the Mahoning County Engineer (hereinafter referred to as the "County" or "Employer") and the Teamsters Union Local #377 (hereinafter referred to as the "Union"). "County" refers to the County Engineer as the appointing authority.

Section 2. Purpose. It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the County and the Union covered hereby, to insure true collective bargaining under state law, to establish wages, salaries, hours, working conditions, and other terms of employment consistent with availability of public funds, and to provide a procedure for prompt and equitable adjustment of grievances.

ARTICLE 1
UNION RECOGNITION

Section 1. Recognition. The County recognizes the Union as the sole and exclusive collective bargaining agent for the employees covered by this agreement for the purposes of collective bargaining with respect to wages, hours of employment, and all other terms and conditions of employment.

Section 2. Employees Covered by this Agreement. The provisions of this agreement shall be applicable to all existing employees of the County Engineer's Office and employees who may be hired in the future by the County Engineer's Office, in the classifications listed in Appendix A of this agreement.

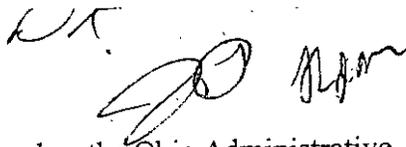
Section 3. Union Membership Exclusions. All other employees of the Mahoning County Engineer's Office not listed in Appendix A and/or added by amendment to the unit, including temporary, seasonal, summer, and part-time personnel are excluded from the Union. Temporary, seasonal, summer, and part-time personnel in bargaining unit classifications shall not be solicited for Union membership unless they have been continuously employed by the County on a full-time basis for at least fourteen (14) weeks. The fourteen (14) week time period may be extended by mutual agreement.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The Mahoning County Engineer has and shall retain the full right and authority to exercise the traditional, inherent, and statutory management rights, including but not limited to those rights contained in Ohio Revised Code 4117.08(C).

ARTICLE 3
BARGAINING UNIT APPLICATION OF CIVIL SERVICE

Section 1. In accordance with Section 4117.10(A) of the Ohio Revised Code (ORC), the following articles and/or sections thereof, as provided within this agreement, specifically supersede and prevail over those corresponding subjects addressed in the Ohio Revised Code Sections 9.44, 124.01

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through 124.56, 325.19, 4111.03, and Rules and Regulations contained on the Ohio Administrative Code (OAC).

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
Article 8, Probationary Period	ORC 124.27
Article 15, Job Classifications/Job Descriptions	OAC 123:1-3-01
Article 18, Promotional Vacancies	ORC 124.27; ORC 124.31
Article 22, Overtime/Call-Out	ORC 4111.03
Article 29, Holidays	ORC 325.19
Article 31, Sick Leave	ORC 124.39; ORC 124.39
Article 30, Vacation	ORC 9.44; ORC 325.19
Article 35, Military Leave	ORC 5923.05
Article 10, Seniority	ORC 9.44; ORC 124.321-124.328; ORC 124.32
Article 13, Grievance & Arbitration Procedure	ORC 124.03; ORC 124.34
Article 12, Disciplinary Policy & Procedure	ORC 124.03; ORC 124.34

Section 2. It is understood that Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

Section 3. It is expressly understood that the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction related to bargaining unit employees and matters covered by this agreement.

ARTICLE 4

UNION SECURITY/DUES DEDUCTION

Section 1. Membership. All employees occupying classifications covered by this agreement shall be eligible for Union membership.

All new employees occupying classifications covered by this agreement as a condition of continued employment shall either become members of the Union and shall continue membership in good standing in the Union or pay a fair share fee as required by this article.

Section 2. Dues Deduction/Check Off. All employees that elect membership in the Union shall execute an authorization card to allow for the deduction of membership dues, initiation fees, and assessments levied in accordance with the constitution and by-laws of the Union from the pay of each employee. During the life of this agreement, the County shall make deductions provided in the article and transmit them to the Union no later than ten (10) days following the end of the first pay period of each month. Any such authorization may be canceled by an employee upon written notice to the County during the last ten (10) days of each calendar year (December 22 to December 31) during the life of this agreement. If no such cancellation is received during that period, the check off of dues shall continue for another year when such cancellation may again be received by the County. In the event that such authorization is revoked, the member will be subject to a fair share fee as described herein.

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Section 3. Fair Share Fee. All employees occupying bargaining unit classifications that do not elect Union membership under sections 1 and 2 shall be required to pay a fair share fee to the Union as a condition of continued employment in accordance with Ohio Revised Code, Section 4117.09(C), which shall be remitted by the County to the Union in accordance with that section.

Section 4. Fair Share Fee Deduction Procedure. All covered employees in the bargaining unit who sixty (60) days after the date of their hire are not dues paying members of the Union shall pursuant to law pay a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement.

The deduction of the fair share fee from the earnings of the covered employee shall be automatic and does not require a written authorization for payroll deduction. Prior to the Engineer deducting any fair share fees, the Union shall certify to the Engineer that it has adopted a rebate procedure that conforms with federal and state law. The Union shall provide a copy of its rebate procedure to the Employer and unit members who do not belong to the Union.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 1. No Strike. For the duration of this Agreement, the Union shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, any interruptions of impending work, work stoppages, strikes, or other interferences with service during the life of this agreement.

Section 2. The Union will cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this article. In the event a violation occurs, the Union shall immediately notify all employees such action is a violation of this Agreement, subject to possible disciplinary action, and advise all employees to immediately return to work. The Union acknowledges and agrees that members of this bargaining unit engage in duties that are necessary to the health, safety, and welfare of the public.

Section 3. No Lockout. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members.

ARTICLE 6

NON-DISCRIMINATION

Section 1. The provisions of this agreement shall apply equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, race, color, creed, national origin, disability, *genetic history*, political affiliation, or military status. The Union shall share equally the responsibilities and duties above, and that of applying the provisions of this agreement.

Section 2. Union Affiliation. There shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of his membership in or activities on behalf of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union or any Union representative against any employee. This is not applicable to Union Internal Affairs.

Section 3. Gender Neutral. Within the provisions of this agreement, it is the intent of the parties that all reference to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

ARTICLE 7 **WORK RULES**

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures which regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter. If no agreement is reached and the Employer implements the modified or new rule, the implementation will take place no sooner than ten (10) days after the meeting.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of this Agreement. *THE UNION MAY GRIEVE THE REASONABLENESS OF ANY NEW OR REVISED WORK RULE.*

ARTICLE 8 **PROBATIONARY PERIOD**

Section 1. Each newly hired employee shall serve a probationary period of sixty (60) calendar days, during which time the County Engineer may discharge the employee at any time without providing reasons and without the need to establish cause. Neither the employee nor the Union shall have recourse to the grievance procedure or to the State Personnel Board of Review to challenge a probationary discharge during this initial probationary period. However, a probationary employee may file a grievance with respect to other contractual matters. This probationary period may be extended by mutual agreement.

Section 2. Time Period for Obtaining CDL. The parties agree that a newly hired employee shall have one hundred eighty (180) calendar days from the date of hire to obtain a commercial driver's license (CDL). An employee failing to obtain a CDL during this time period shall be subject to immediate termination with no right of appeal through the grievance procedure or State Personnel Board of Review (SPBR). This probationary period for obtaining a CDL may be extended by mutual agreement.

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ARTICLE 9
UNION ACTIVITY/REPRESENTATION

Section 1. Access. A representative of the Union may visit with the employees for the purpose of ascertaining whether or not this agreement is being observed by the parties and for the purpose of processing grievance procedures. When visiting the main office, the Union business agent shall sign-in at the front desk prior to visiting employees during working hours.

Section 2. Stewards. Shop stewards may meet with the Operations Supervisor during times that have been mutually scheduled. Shop stewards shall visit with employees within their jurisdiction during times scheduled by their respective supervisors for the purpose of timely settlement of grievances.

Section 3. Predisiplinary Meetings. All disciplinary meetings will be held with Union representation.

Section 4. Notification of Stewards. The Union shall furnish the County with a written list of shop stewards stating the department or unit to which each steward is assigned and shall notify the County in writing of any change.

ARTICLE 10
SENIORITY

Section 1. Definitions. Total Seniority is defined as the length of continuous uninterrupted full-time service with the Mahoning County Engineer's Office. Bargaining unit seniority is defined as the length of continuous uninterrupted full-time service as a bargaining unit member measured from the member's most recent date of entry into the bargaining unit.

Section 2. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of twenty-four (24) months or the employee's length of bargaining unit seniority as calculated in section 1, whichever is greater, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive workdays, unless for good cause, such reporting should be delayed.

Section 3. *For bargaining unit employees hired after January 1, 2012, seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of twenty-four (24) months and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive workdays, unless for good cause, such reporting should be delayed.*

ARTICLE 11
LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) governing work force reductions.

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Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff, reduction in hours, or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force (i.e., layoff, reduction in hours, or job abolishment) is to be made, it shall occur by bargaining unit seniority. Bargaining unit seniority is calculated in accordance with Article 10, Seniority, Section 1. The member with the least bargaining unit seniority shall be subject to reduction. An employee who is laid off or whose position is abolished may utilize his bargaining unit seniority to displace an employee with less bargaining unit seniority in a lower classification within the same classification series or into another bargaining unit classification, provided the employee satisfies all of the minimum qualifications of the position as contained in the most recent bid posting. The employee will receive the applicable rate of pay for the classification into which displaces.

Section 4. Entry of Non-Bargaining Unit Members into the Bargaining Unit. In the event that a non-bargaining unit member is ~~reduced~~ *given notice of lay-off from his position as the result of a reduction in force*, and provided that ~~they have~~ *he has* the ability to do so, he shall be allowed to bump into a lower bargaining unit classification, within the same classification series, ~~during a reduction.~~ Upon entry into the bargaining unit, the non-bargaining unit member seeking to bump into a bargaining unit classification shall have his bargaining unit seniority calculated in the same manner as bargaining unit seniority from Article 10, Seniority, Section 1. The non-bargaining unit employee may only displace a bargaining unit member in the affected classification or applicable classification series with less bargaining unit seniority upon entering the unit. In the event that no *bargaining unit* member has less bargaining unit seniority, than the affected *non-bargaining unit* employee will be placed on layoff status with recall rights pursuant to the parties' agreement.

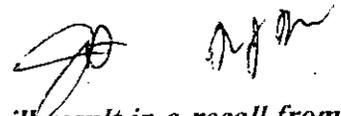
Section 5. Recall. A bargaining unit member that is reduced under this article shall remain on the recall list for ~~two (2) years~~ *twenty-four (24) months* or the employee's length of bargaining unit seniority as calculated in Article 10, Seniority, Section 1, whichever is greater. *However, any bargaining unit employee hired after January 1, 2012, shall remain on a recall list for twenty-four (24) months.*

When the Employer determines that it wishes to recall reduced members of the bargaining unit, the County shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record, return receipt requested.

It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 6. Vacancies During Layoff. *When the Employer determines that a promotional vacancy occurs pursuant to Article 18 while bargaining unit employees are in layoff status, the promotional vacancy will be posted according to Article 18. The Employer has the right to*



determine whether or not the filling of the promotional vacancy will result in a recall from layoff.

ARTICLE 12
DISCIPLINE

Section 1. The parties agree that discipline shall be applied in accordance with the terms set forth in the parties disciplinary and attendance policies attached and incorporated as Appendices B and C.

Section 2. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. The employee may be accompanied by a Union steward and/or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. Where the employee is waiving his right to Union representation, it shall be noted in writing. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is an allegation by the Union or an employee that there has been a violation of the collective bargaining contract.

Section 2. Procedure Generally. Grievances must be initiated within five (5) calendar days of the employee having knowledge of the event giving rise to the grievance, and all grievances must be filed and processed at each step of the procedure to be valid.

Section 3. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee and the Union steward/representative.
6. Signature of the Employer's Representative receiving the grievance.

Section 4. Grievance Procedure. When a grievance arises, the following procedure shall be observed:

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Step 1. Engineer/Designee. If a grievance is not resolved informally, it shall be reduced to writing on the grievance form furnished by the Union, and presented to the County Engineer/designee within five (5) calendar days of the employee having knowledge of the event giving rise to the grievance. Upon receiving a timely filed grievance, the Engineer/designee shall either deny the grievance or schedule a meeting to evaluate and decide the grievance. If a meeting is held, the Steward may request that the Business Agent of the Union join in the meeting. Within fourteen (14) calendar days of the meeting, the Engineer/designee shall issue a written decision and transmit a copy of the decision to the grievant, the shop steward, and the Union via mail with return receipt requested. The time limitations provided for in this article may be extended by mutual agreement, in writing. If the grievance is not satisfactorily settled, it may be submitted to arbitration upon the request of either party, within the applicable time limitations.

Step 2. Arbitration. Within thirty (30) calendar days after the decision of the Employer's representative, or within thirty (30) calendar days from the date the Employer's representative should have rendered a decision, the grievance may be appealed to arbitration. This appeal to arbitration is conditioned on the signed approval of the appeal by the appropriate representative of the Union.

Section 5. Selection of the Arbitrator. Within fourteen (14) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree on the selection of an arbitrator, the Union may make a joint request for a panel of nine (9) Ohio resident, national academy certified arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the parties, the parties shall alternately strike names from the panel until one (1) name remains who shall serve as the arbitrator for the parties' dispute.

Section 6. Hearing Procedure. If the question of substantive arbitrability is raised, the arbitrator shall rule first on this question. If the arbitrator rules that the grievance is substantively arbitrable, he or she then shall proceed to conduct a hearing on the merits. The arbitrator is without authority to rule on matters involving procedural arbitrability.

Section 7. Hearing Fees/Costs/Facilities. The party not prevailing at the arbitration hearing shall pay the cost of the arbitration; however, if the requested remedy is modified in any way the arbitrator shall decide if the cost of arbitration shall be divided equally or assessed in a different manner.

Section 8. Decision of the Arbitrator. The arbitrator's decision shall be binding upon the Employer, the Union and the grievant.

Section 9. Arbitration Timelines. All grievances shall be submitted to FMCS within thirty (30) calendar days of the grievance being submitted for arbitration or the grievance will be considered untimely.

Section 10. Grievance Times Limits and Forfeitures. If the deadline for acting within the grievance procedure falls on a non-business day, the applicable timeline shall be extended to the next business day. If the grievant or Union fails to advance a grievance to the next step, within the time limitations provided in this article, the grievance shall be resolved on the basis of the Employer's last answer.

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If the Employer fails to hold a hearing or issue a decision within the time limits provided in this article, the grievant or Union may appeal the grievance to the next step, in accordance with the applicable time limitations. Where a grievance is resolved based on failure to appeal the matter to the next step, the resolution shall not be considered to set precedent for future grievances over the same issue. Time limits established by this article may be extended by mutual agreement of the parties.

ARTICLE 14 **PERSONNEL FILES**

Section 1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during working time within three (3) days of submitting a request to do so. If any member disputes the accuracy of the material in his personnel file, he may make a written request that a Union representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the Union representative to be granted access to the personnel file once the request has been made.

ARTICLE 15 **JOB CLASSIFICATIONS/JOB DESCRIPTIONS**

Section 1. Classifications and Qualifications. The County Engineer shall at all times and in every instance reserve the right exclusively to establish classifications, establish qualifications, experience, and education requirements for the various positions in the County Engineer's Office.

Section 2. Job Descriptions. The County Engineer's Office will provide job descriptions for every existing position within those classifications represented by the Union. If the County Engineer's Office wishes to change a job description, it agrees to meet with the Union to obtain a mutually agreeable change.

Section 3. New Positions/Classifications. Whenever the Employer creates a new job classification/position, the Employer shall notify the Union of such action. Should the parties agree that the position is to be included in the bargaining unit, the Employer and the Union shall file a joint petition to amend the bargaining unit. Should the parties be unable to agree on inclusion or exclusion from the unit, either party may file a petition to amend/clarify the unit with the State Employment Relations Board (SERB). The initial rate of pay for the classification shall be exclusively determined by the Employer. Prior to setting the initial rate, the Employer shall meet and discuss the rate with the Union.

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Section 4. Periodic Abilities Testing. Periodically, employees shall be examined as to their present ability and qualification to handle the equipment to which they are assigned. Such examinations shall be given by a qualified trainer. The purpose of these examinations is to promote and protect the safety of the employee, his fellow workers, the equipment and the general public, and to determine whether the employee's physical and mental abilities are in compliance with the required duties and abilities of the position the employee holds.

ARTICLE 16
WORK ASSIGNMENTS/LOCATIONS/DEPARTMENTS

Section 1. Work Assignments. Work assignments in every instance shall be made by the supervisor in charge according to the classification of each employee, with consideration given to seniority, physical ability, knowledge and experience. The employee shall not refuse the work assignment and is responsible for its completion. Failure to perform the work assignment will result in disciplinary action in accordance to the work rules.

The supervisor determines and assigns employees to their work and to the equipment to be used in the performance of that work. The foreman assists the labor crew in performing the duties assigned. Supervisors may not perform bargaining unit work except during overtime work when an emergency arises, after the Union membership has been exhausted.

Section 2. Out of Classification Assignments/Transfers. If no work exists in a classification or during an emergency, any employee may be required to perform work duties outside his normal classification. There shall be no loss in pay for these changes in duties and they shall be exercised at the exclusive discretion of the Engineer when necessary to provide service to the public or continuity of employment. The County may transfer employees from within their classification to the same classification either within the same department or to another department.

Section 3. Location of Work. The ~~County~~ **Employer** may assign its employees to any of the various districts or locations within the County as the need may dictate from time to time.

Whenever assignments outside the County are required, these shall be carried out at no expense to the employee. When a new laborer is hired at a specific job location, current members of the bargaining unit occupying the laborer classification in an unbid position shall have the ability, within ten (10) working days of hire, to submit bids to transfer to that job location. During this ten (10) working day time period, current members in an unbid position may also submit bids to transfer into the new hire's position. Bidding will be unlimited during the ten (10) day period.

The member with the greatest bargaining unit seniority that submits a bid during the established time period shall be awarded the transfer.

Section 4. Departmentalization. The ~~County~~ **Employer** recognizes the following departments: district one, district two, district four, vehicle maintenance, building and grounds, bridge, and traffic. The ~~County~~ **Employer** reserves the right to create and maintain new departments according to its operational needs. In the event that the Employer determines that additional employees are needed in a departments, bargaining unit members will be required to bid into the vacant positions at the applicable rate.

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ARTICLE 17
SEASONAL, TEMPORARY, AND SUBSTITUTE JOB POSTINGS

Section 1. Definitions. Seasonal/temporary jobs are those assignments that the Employer determines shall be made to bargaining unit positions which are not permanent and last for a defined time period or generally recognizable season. Substitute jobs are those vacancies that would be filled, but are vacant due to a prolonged period of absence due to military leave, FMLA, etc.

Section 2. Procedure. When the Employer determines that a seasonal/temporary job assignment is to be made among the bargaining unit or that a substitute job opportunity is available, the following procedures shall apply.

Section 3. Postings. Seasonal, temporary, and substitute opportunities for bargaining unit members shall be posted at least seven (7) working days in advance of the starting date. The posting shall designate a starting and ending date, and shall list the period during which members may submit bids for the opportunity and the district in which the opportunity is available.

Section 4. Bidding. Bids must be submitted during the period specified in the posting. Those not submitted within the specified posting period shall not be considered. Following the submission of bids, the most senior and qualified employee will receive that position and rate of pay established in the agreement. For substitute bids, following the submission of bids, the most senior and qualified employee will receive that position and rate of pay established in the agreement.

Section 5. Bid Restrictions. Employees bidding on all temporary and seasonal bids may only bid into said positions if their classification vacancy will not disturb the performance or continuity of service of their respective department. The County and bargaining unit will meet to determine whether a disruption in performance or continuity of service may occur. Mower operator is a seasonal position. An employee awarded a substitute bid shall hold that position as his primary bid.

Section 6. Rate of Pay. An employee performing a temporary or seasonal job will be paid that rate when it is being performed and on paid holidays that fall within the term of the job. Seasonal and temporary rates will not be paid during vacation, personal, and sick leave.

Section 7. Covering Absences from Temporary/Seasonal Jobs. Any temporary job needed to be filled on a temporary basis will be filled from the next senior and qualified employee from the bid list. Any seasonal jobs to be filled temporarily will be assigned from the most senior and qualified employee from that district in which the original bid was designated and who signed the bid list.

ARTICLE 18
PROMOTIONAL VACANCIES

Section 1. Definition. Promotional vacancies are defined as job openings as determined by the Employer where (1) the County has increased the number of regular jobs in an existing classification as set forth in the salary schedule, (2) an opening occurs in an existing classification as the result of a promotion, transfer, or termination of employment, or (3) a new job is created subject to the bargaining unit. This does not include jobs created under the Injured on Duty Policy. There will be

no automatic posting of vacancies.

Section 2. Promotions shall, whenever possible, be made from existing personnel who are able to qualify. Whenever the Employer determines that a promotional vacancy exists in a bargaining unit classification, and it intends to fill the vacancy, it shall do so in accordance with the procedure in Section 3.

Section 3. Promotional Procedure.

1. **Posting Period.** The ~~County~~ **Employer** shall reserve the sole and exclusive right to determine if any vacancy is to be filled. When a promotional vacancy occurs as defined in this section, the County Engineer will notify the Union of intention regarding the vacancy. If the County Engineer intends to fill the vacancy, the vacancy will be posted for a period of ten (10) calendar days.
2. **Posting Contents.** The notice of such vacancy shall contain the Position Title/Classification, Position Description, Department, Work District, Rate of Pay, Educational Requirements, Medical Requirements, and Technical Requirements. The posted time, date of vacancy, and "Notice" that this position will be filled based on information written on the application forms will appear on the bid. A "Notice" will also be posted to fill out the application completely for the "Notice of Vacancy in Classification." Vacancy postings shall appear at each separate work district.
3. **Bidding Period/Filing of Applications.** Employees within the bargaining unit who wish to be considered for a posted position must file a written application with the Appointing Authority by the end of the posting period. It shall be the responsibility of the employee to submit a written application by the end of the posting period regardless of the status of the employee, i.e., vacation, sick, personal or industrial leave. Please be advised that the County will prepare a qualified bidders list using the information written on the bid application submitted by the employee. Any employee having knowledge of a vacancy prior to the actual date of the posting and who will not be at his/her work site during the posting may request and file an application with his/her supervisor so that he/she may be considered for the vacancy.
4. **Bid/Application Review.** All applications timely filed will be reviewed by the County Engineer and a bid list prepared. Applicants shall be evaluated on the basis of:
 1. Ability to perform work
 2. Educational qualifications
 3. Experience record
 4. Physical fitness
 5. Seniority

Where the first four (4) above listed criteria are equal, the position will be awarded to the most senior applicant.

5. **External Applicants.** If no applications are received, or if no applicant meets the minimum

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requirements for the posted vacancy, the County Engineer may then fill the vacancy by appointment from outside the County Engineer's Office provided that the posted requirements are met.

6. **Promotional Probationary Period.** The employee selected for the position shall be allowed a reasonable time to qualify, but such time shall not exceed thirty (30) calendar days. ~~During~~ *At the conclusion of the thirty (30) calendar day* the probationary period *(or any extension thereof)*, the Employer may determine that the employee cannot successfully perform the duties of the position into which he bid. *The Employer shall notify the affected employee and the employee's steward of this determination within five (5) work days of the conclusion of the probationary period and thereafter return the employee to his prior position with no right of appeal. The thirty (30) calendar day probationary period may be extended by agreement of the Employer, the Union, and the affected bargaining unit employee.*
7. **Bid Rejection/Failure to Qualify.** ~~If the selected bargaining unit employee he/she fails to qualify after completion of the thirty (30) calendar probationary period or if the selected bargaining unit employee rejects the position within thirty (30) calendar days, he/she shall be returned to the classification from which he/she came and the next senior and qualified available person on the bid list shall be given the opportunity to complete the thirty (30) calendar day trial period and qualify for the position bid. If before the expiration of the trial period the employee in the opinion of the County Engineer cannot qualify, the matter shall be discussed with the employee's steward before the employee is returned to his/her former position.~~
8. **Operational Needs Transfers.** In order to provide continuity of service during the filling of vacancies of new classifications, the County Engineer shall have the right to fill vacancies and make transfers on a temporary basis, in accordance with seniority, skill, ability and experience pending the selection of an employee for the promotional position under these provisions.

ARTICLE 19 HEALTH AND SAFETY

Section 1. Safety Committee. The County shall make provisions for the safety and health of its employees during the hours of his employment. *It is agreed that safety must be a prime concern and responsibility of both parties.*

In order to facilitate this goal there is established a Health and Safety Committee, consisting of no more than three (3) *bargaining unit* members ~~from~~ *appointed by* the Union *and the Safety Officer and two (2) additional members appointed by* of management. *The committee shall meet quarterly for a period of not less than one (1) hour, unless the members of the Health and Safety Committee agree otherwise, periodically* to discuss safety policies, rules, regulations, procedures and concerns. Designated committee members will be compensated for time spent in such meetings during the work day.

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J. DAN

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

- 1. Review all health and safety complaints and make recommendations for corrective action.*
- 2. 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.*
- 3. Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.*
- 4. Make such recommendations as it deems necessary regarding safe work practices and methods, equipment, tools, and facilities.*

The Committee's responsibility in general is to drive the safety program. The Employer's responsibility is to coordinate its efforts and monitor compliance with Public Employees Risk Reduction Program requirements.

Section 2. Equipment. The Employer shall provide protective devices, wearing apparel, and other equipment necessary to properly protect the employees from injury, including but not limited to goggles, gas masks, face shields, respirators, special purpose gloves, fireproof, waterproof, or acid proof protective clothing when necessary and required, protective traffic vests, and hard hats.

Section 3. Use of Protective Equipment Required/Discipline. Employees working in areas where there is a possible danger of head injury from impact or from falling or flying objects shall wear protective helmets. The employee is responsible for wearing designated safety footwear, clothing in accordance to the dress code, and/or personal protective equipment in all operations and areas. Any employee not wearing protective clothing required will be disciplined in accordance to the work rules.

The Engineer shall take all reasonable actions to prevent and/or mitigate industrial accidents.

Section 4. The Health and Safety Policy drafted and agreed to by this committee shall be considered part of this agreement and is incorporated by reference.

ARTICLE 20

SUBSTANCE ABUSE TESTING PROGRAM

Section 1. The Employer's Substance Abuse Testing Policy attached as an addendum to this agreement at Appendix D and is fully incorporated herein. The parties agree that all bargaining unit members will be subject to the Employer's Substance Abuse Testing Policy.

ARTICLE 21

HOURS OF WORK/SCHEDULING

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P. Allen

Section 1. Normal Work Day. The normal work day shall consist of eight (8) consecutive hours of work ~~followed by sixteen (16) consecutive hours of rest in any twenty four (24) hour period~~ *exclusive of a one-half (1/2) hour unpaid lunch break.*

Section 2. Normal Work Week. The normal work week for all employees covered by this agreement shall be forty (40) hours and shall consist of five (5) consecutive work days scheduled for the same work shift, for that week.

Section 3. Scheduling. The present primary work schedule, from Monday through Friday (7:30 a.m. - 4:00 p.m.), shall be maintained during the term of this agreement and will not be changed without prior notification and discussion with the Union.

Section 4. Breaks. The bargaining unit shall be permitted a morning break from 9:00 a.m. to 9:15 a.m. and an afternoon break from 2:00 p.m. to 2:15 p.m., and lunch from 11:30 a.m. to 12:00 noon. Lunch shall be between the third and fifth hour of the work day, when the workload permits (during unusual conditions).

Section 5. Shift Re-Assignments. The ~~County~~ **Employer** reserves the right to reasonably reassign employees to work assignments on various shifts in order to meet the operational needs of the Employer. Prior to making such a re-assignment, the Employer will first offer the reassignment opportunity by seniority to the most senior employee in the classification and at the work location from where the assignment is to come. In the event that no employee accepts the reassignment opportunity, after being offered as set forth above, the Employer will involuntarily reassign the least senior employee in the classification and at the work location from where the assignment is to be made.

ARTICLE 22

OVERTIME/CALL-OUT

Section 1. Overtime. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the normal rate. There shall be no pyramiding of overtime hours. Hours worked after eight (8) hours in one day shall not be included in computing overtime pay for hours in one week. The normal work day and normal work week shall be defined in Article 21 of this agreement.

Section 2. Call-Out Minimum. Any time an employee is called out to work, the employee shall receive pay for a minimum of two (2) hours worked at the overtime rate. If the employee is called out for snow and ice control, he shall receive pay for a minimum of four (4) hours pay. This call-out minimum does not apply to hours immediately preceding or following the scheduled work shift unless the employee has been sent home and recalled.

Section 3. Unscheduled Call Out Procedure. Call out procedure for overtime, other than snow and ice removal, is as follows:

1. All overtime work assignments will be approved by the Operations Supervisor and all calls in regard to overtime work assignment will be directed to the Operations Supervisor ~~page~~ **number cell phone.**

2. The Operations Supervisor will direct the call out procedure to a supervisor.
3. The supervisor will use the Master List for qualified employees to work overtime within that district. This list will consist of qualified employees' seniority, classification, endorsed CDL verification, phone/cell numbers, and address by department and a County-wide listing.
4. It is the supervisor's responsibility to provide an accurate and efficient "call out procedure" for this office. The supervisor is also responsible to coordinate all employee changes or corrections with the County Engineer's Payroll Department in regard to the Master List for Call Outs.
5. The supervisor will call out each qualified employee for overtime by calling phone and cell numbers from the Master Call Out List.
6. It is the employee's responsibility to provide a current and accurate listing for the Call Out List consisting of phone and cell numbers, current address, and CDL endorsement verification.
7. This call out procedure may be modified by mutual agreement by the County and the Union.

Section 4. Snow & Ice Unscheduled Call-Out Procedure. Snow and ice removal call out procedure is as follows:

1. All overtime work assignments will be approved by the Operations Supervisor and calls will be directed to his ~~pager number~~. *cell phone OK MSK*
2. District 1, 2, & 4 qualified employees will be called out for overtime by a supervisor according to the Master Call Out List by seniority, classification (operator II or laborer CDL endorsement), or by district. If all the district's lists are exhausted, the call outs for overtime qualified employees will be by seniority and classification County-wide.
3. It is the responsibility of the supervisor to provide an accurate and efficient Call Out Procedure to this office. It is the supervisor's responsibility to coordinate all changes or corrections of the Master Call Out List with the County Engineer's Payroll Department.
4. It is the responsibility of each employee to be qualified for the Master Call Out List by providing an accurate and current phone number, address, and CDL endorsement to this office.
5. The master list only applies to call outs for overtime.
6. When the employee is called out for overtime, the supervisor will give the employee the start time that the shift will begin. If the employee accepts the overtime call out, they are required to punch in at the appropriate district at the given shift start time. *VA* A sixty (60) minute response time ~~will be~~ given for the shift start time. Any employee that does not punch in within the sixty (60) minute response time ~~will be~~ subject to discipline in compliance with

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the policy on attendance and policy on discipline. Should any employee punch in within fifteen or greater minutes before the given shift time, a maximum premium of one-half (1/2) hour of said employee's hourly rate will be paid.

7. If less than sixty (60) minutes response time is given by a supervisor, any employee that responds within the given response time will be paid a maximum premium of one-half (1/2) hour of said employee's hourly rate. A sixty (60) minute response time will be used for disciplinary purposes.

45 MINUTES FROM THE TIME THE EMPLOYEE IS CONTACTED

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Section 5. Call-Out Eligibility. Any employee on pre-approved sick, vacation, or personal leave will automatically be eligible for overtime call out after 4:00 p.m. on the last day of his/her scheduled leave day. The employee will not be eligible for overtime callout after midnight of the day prior to his/her scheduled leave. Any employee that calls off for sick, vacation, bereavement, or personal leave will not be eligible for overtime until he/she returns and works the next scheduled work day or after midnight on Friday.

If an employee is scheduled to take a pre-approved leave on a Monday, that employee will be eligible for overtime call out until Sunday night at midnight. The employee will not be eligible if the call out is after midnight.

If an employee takes pre-approved leave time during a normal work ay (i.e., 4 and 4), that employee will be eligible for overtime after 4:00 p.m. on that day unless the overtime is a continuation of that day. Any employee who leaves during the day without filling out a leave form will not be eligible until he/she works the next scheduled work day.

Section 6. Snow and Ice Scheduled Call-Out. *The Employer may determine prior to the end of a scheduled work day that there will be a call out for snow removal at a time certain. The scheduled call out opportunity will be offered to District 1, 2, and 4 qualified employees according to the Master Call Out List by seniority, classification (Operator II or Laborer CDL endorsement), or by district. If all the district's lists are exhausted, the scheduled call out opportunity will be offered to qualified employees by seniority and classification County-wide.*

If the employee is scheduled for a snow and ice control call-out, he shall receive pay for a minimum of four (4) hours pay. This call-out minimum does not apply to hours immediately preceding or following the scheduled work shift unless the employee has been sent home and recalled.

The premium pay set forth in Article 22, Section 4, paragraphs 6 and 7, will not be paid in case of a scheduled call-out.

ARTICLE 23 COMPENSATION OF EMPLOYEES

Section 1. The wage and salary schedule attached hereto as Appendix A shall constitute the hourly rates of pay for each employee in the listed job classification *for the duration of agreement.*
~~Effective May 1, 2008, bargaining unit members shall receive a three percent (3%) wage increase.~~
~~Effective January 1, 2009, bargaining unit members shall receive a three percent (3%) wage increase.~~
~~Effective January 1, 2010, bargaining unit members shall receive a three percent (3%) wage~~

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~~increase~~ The wage schedule reflects the rates of pay for all members of the bargaining unit ~~as of~~
~~May 1, 2008~~, for the duration of the agreement, and unless subsequently changed, for all persons
hired into bargaining unit classifications after May 1, 2008, the rate of pay shall be seventy-five
percent (75%) of the rate as reflected in the main wage schedule.

Section 2. Truck Driver Rate. Employees shall receive the truck driver rate on a crew cab only
when carrying payload (e.g., materials, dirt, or trash, etc.—not pay for transportation). This section
only pertains to crews without a foreman or acting foreman.

Section 3. Call-Out Pay. Each employee called out for snow removal and ice control shall receive
wages no less than four (4) hours at the appropriate rate. When four (4) or more trucks throughout
the County are called out for snow and ice, the Master Mechanic will be called out.

Section 4. Pension Contribution. All PERS contributions will be paid by the County throughout
the life of this contract.

Section 5. Operator IV Rate. The operator of a dump or tandem body truck will receive Operator
IV rate when hauling equipment or materials on a trailer. This does not include the operator of a
crew cab truck.

Section 6. Required Training. The County may, in circumstances that require additional training
for current jobs as the County deems necessary, pay for any additional schooling or training.

Section 7. Steward Supplement. Each employee holding the position of Union shop steward
beginning 5/1/99 shall receive an additional twenty-five cents (\$.25) per hour throughout the term of
his or her position throughout the life of this contract. The parties limit the number of shop stewards
to four (4) to be paid pursuant to this section. There shall be a total of two (2) shop stewards in
District 1 and one (1) shop steward each in Districts 2 and 4.

Section 8. Trainer Pay. When the Employer utilizes an Operator V to train employees, the
Operator V shall be paid the Master Mechanic rate for the time spent training employees. The
Employer reserves the exclusive right to determine who is assigned to conduct and the need for such
training.

ARTICLE 24 **INSURANCE**

Section 1. Hospitalization Coverage. The Employer shall make available to all full-time
bargaining unit members comprehensive major medical/hospitalization health care insurance.
Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the
Board of County Commissioners, the Board shall select carrier/providers and otherwise determine
the method of provision and coverage. The participating employee may elect coverage (i.e., single,
family, two-party, etc.) as provided under the offered plan(s).

Section 2. Contribution Rates. The Employer shall contribute ninety percent (90%) and
bargaining unit members shall contribute ten percent (10%) for the premium cost of health care
coverage.

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Eligible employees may elect single, family, or other offered coverage. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 3. Term Life Insurance. The County agrees to pay for term life insurance for the insured amount of \$10,000.00, over and above any insurance provided by the Commissioners.

Section 4. Dental Program. The County will provide additional dental coverage effective July 1, 2006.

Section 5. Insurance Opt-Out. Bargaining unit members shall be able to opt out from the hospitalization plan at a rate of one hundred dollars (\$100.00) per month, minus taxes paid on twenty-six (26) pay periods.

Section 6. Alternative Plans. Notwithstanding the provision(s) of Sections 1-4 of this article which provide for insurance coverage, the Union agrees that the Employer may offer alternative insurance coverage program(s) during the term of the agreement, if available. The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The costs and/or terms and conditions of such program(s) shall be at the discretion of the Board of Commissioners and may be subject to change. It is within the employee's sole discretion whether or not he wishes to participate in an alternative plan.

**ARTICLE 25
LONGEVITY**

Section 1. All bargaining unit employees are entitled to longevity pay of five cents (\$.05) per hour per year of service, after two (2) years of service. Longevity pay is added to the hourly rate of pay and paid on a biweekly basis. *Longevity pay shall be limited to thirty (30) years of service.*

Section 2. *Any bargaining unit member with more than thirty (30) years of service as of the effective date of this agreement shall continue to receive longevity at the rate he is receiving as of the effective date of this agreement.*

**ARTICLE 26
CDL BONUS**

Section 1. The County will pay a CDL bonus according to the following schedule on the CDL holder's anniversary date:

Class A	\$700.00
Class B	\$600.00

ARTICLE 27

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HAZARDOUS DUTY PAY

Section 1. ~~Effective August 1, 2005,~~ Bargaining unit members will receive a single fifty cent (\$.50) per hour supplement added to their base hourly rate ~~for the duration of this agreement.~~ In addition to this payment, bargaining unit members will also receive a ~~six hundred dollar (\$600.00)~~ **seven hundred twenty-five dollar (\$725.00)** annual payment in the form of a lump sum ~~for the first year of the agreement, a six hundred fifty dollar (\$650.00) payment for the second year, and a seven hundred dollar (\$700.00) payment for the third year.~~ **Payment for the second and third years of the Agreement shall be made in the first pay in May. All lump sum payments shall be paid in the first pay in May of each year.**

ARTICLE 28 CLOTHING ALLOWANCE

Section 1. Equipment/Uniforms Provided. The County shall provide and maintain special wearing apparel and/or safety equipment as the County deems necessary which shall be plainly and conspicuously marked as the property of the County. The County will provide protective clothing to the welders, mechanics, and employees working with tar. Apparel or safety equipment will be issued at the beginning of each work day by the supervisor or foreman and shall be returned to the supervisor by the employee at the end of each work day. Equipment will be replaced for damage occurring during normal wear and tear at the cost of the County.

Section 2. Reporting/Required Usage. Each member of the bargaining unit is responsible for any safety equipment issued to him/her. Failure to report loss or theft, or failure to wear safety equipment, will be subject to discipline as stated in the work rules.

Section 3. Clothing Allowance. Each employee covered under the term of this agreement shall receive a five hundred dollar (\$500.00) clothing allowance prorated at a rate of nineteen dollars and twenty-three cents (\$19.23) per pay period worked. The allowance shall be paid during the first pay period of December.

Section 4. Boot Allowance. The County will pay each member of the bargaining unit a boot allowance of one hundred fifty dollars (\$150.00) per year during the life of the contract.

Section 5. Required Footwear. A leather work boot (not hiking boot) with a minimum height of six inches is required for all employees. A medical release signed by a physician will be required to waive the minimum boot height requirement. In no cases shall the County allow athletic shoes to be worn during the work day.

Section 6. Required Dress. All bargaining unit employees will be subject to the following dress code:

1. All bargaining unit employees shall report to work in appropriate attire.
2. All bargaining unit employees shall wear assigned safety gear, including safety vests.
3. The County shall send any bargaining unit employee home to change if they deem the

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employee is not appropriately attired and to discipline in accordance with the work rules. The employee shall punch out and back in to document the unpaid leave time.

4. The following will constitute appropriate attire:

Clothing issued by the County. In lieu of clothing issued, the following is appropriate: canvas, denim, chino or other woven fabric trousers. Any shirt that has a hem around the neckline and sleeves. Only work boots or metatarsals may be worn.

5. Inappropriate attire shall include but is not limited to:

- a. Any clothing displaying obscene or offensive language.
- b. Any clothing displaying political views or support.
- c. Any clothing that is torn.
- d. Cotton or nylon sweats, shorts, cutoffs, etc.
- e. Sandals, non-protective footwear.
- f. Any fishnet or porous materials.

**ARTICLE 29
HOLIDAYS**

Section 1. Holiday Pay. Each bargaining unit member shall be entitled to eight (8) hours of pay for each of the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Eve |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

Section 2. Holidays Observed. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately following shall be observed as the holiday. If any employee's work schedule is other than Monday through Friday, he/she shall be entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

Section 3. Holidays Work Rate of Pay. An employee who worked on any authorized legal holiday shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for all hours worked in addition to eight (8) hours at his regular rate for the holiday.

Section 3. Holidays Pay Eligibility. In order to qualify for holiday pay, employees must work the day before and after a holiday, except if on an approved paid leave.

ARTICLE 30

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VACATION

Section 1. Eligibility. Vacation eligibility is based upon completed years of full-time service with the Employer. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

Section 2. Accrual. The amount of vacation leave to which an employee is entitled is based upon length of full-time service with the Engineer's Office as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours</u>
1 or more years of service	3.1 hours/pay period	80 hours
7 or more years of service	4.6 hours/ pay period	120 hours
13 or more years of service	6.2 hours/ pay period	160 hours
20 or more years of service	7.7 hours/ pay period	200 hours
25 or more years of service	9.2 hours/ pay period	240 hours

Section 3. Holidays During Vacation Period. Days specified as holidays under this agreement shall not be charged to an employee's vacation leave.

Section 4. Vacation Usage/Carry-Over. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his/her employment. With the approval of the appointing authority, employees may be permitted to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

Section 5. Vacation Pay at Separation. An employee is entitled to compensation, at his/her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and any accumulated, unused vacation time that he possesses.

Section 6. Usage/Scheduling. All vacation shall be taken in minimum intervals of one-quarter (1/4) hour. Advance notice and approval of his/her supervisor is required for vacation leave in excess of eight (8) hours.

ARTICLE 31
SICK LEAVE

Section 1. Accrual. Each employee shall be entitled for each worked eighty (80) hours of service, regardless of whether the hours worked are regular or overtime hours, to accumulated sick leave of four and six-tenths (4.6) hours, up to a maximum of one hundred twenty (120) hours per year. Unused sick leave shall be cumulative without limit.

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Section 2. Usage. Employees may use sick leave, upon approval of the responsible administration office of the employing unit, for absences due to:

- A. personal illness, pregnancy, injury of the employee;
- B. exposure to contagious disease that could be communicated to other employees, and/or
- C. illness, injury, or death in the employee's immediate family.

Section 3. Immediate Family Defined. Immediate family shall consist of the following: mother, father, mother-in-law, father-in-law, children, brother, brother-in-law, sister or sister-in-law, husband, wife, and grandparents (employee's or spouse's). Unused sick leave shall be cumulative without limit.

Section 4. Sick Leave Transfer. An employee who transfers to the Employer from another public agency shall not be credited the unused balance of his accumulated sick leave earned with another public employer. All employees that are members of the bargaining unit as of May 1, 2008, shall continue to receive credit for any previously transferred balances.

Section 5. Documentation. Each employee is required to furnish a satisfactory written, signed statement to justify the use of sick leave on a form provided by the Employer on the day the employee returns from leave. A certificate stating the nature of the illness from a licensed physician shall be required to justify the use of more than twenty-four (24) hours of sick leave when an employee has no accumulated sick leave, and said certificate may be required in all other cases if medical attention is required. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 6. Leave Conversion Options. ~~Employees may select from either of the two (2) options set forth below for the conversion of unused accumulated paid sick leave. Once an election is made to utilize one (1) option, the employee may not withdraw the election nor participate in the other conversion program.~~

~~1. At the time of retirement or death, a bargaining unit member may elect to receive pay at his current hourly rate for all of his unused sick leave up to a maximum of one hundred twenty (120) days (nine hundred sixty [960] hours).~~

~~2. An employee with twenty five (25) years of service with the Employer, or twenty three (23) years of service at age sixty (60), and having seven hundred fifty (750) hours of combined accumulated unused sick and/or vacation leave, may elect to cash out up to a maximum of five hundred (500) hours of such time during any three (3) years leading up to retirement. The maximum amount of combined sick and vacation leave that may be cashed out in any single year is five hundred (500) hours and the total conversion under this option shall not exceed one thousand five hundred (1,500) hours.~~

~~The employee must have a minimum seven hundred fifty (750) hour combined balance in order to begin participation in the program. An employee who does not possess this minimum starting balance is not eligible for participation.~~

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ARTICLE 32
PERSONAL LEAVE

Section 1. Amount. Each employee covered under the term of this agreement shall be entitled to thirty-two (32) hours personal leave per contract year. An employee is not entitled to personal leave until he/she completes his/her probationary period.

Section 2. Usage/Accumulation. This leave may be used for whatever purpose the employee desires. This leave may not be accumulated and must be used during the contract year. Personal leave may be used in no less than one quarter (1/4) hour increments.

ARTICLE 33
INJURED ON DUTY LEAVE

Section 1. ~~Amount~~ Injury on Duty Leave. When an employee is injured in the course and scope of employment and is ~~off~~ *disabled from his position* for more than seven (7) *consecutive* days as a result of the *work-related* injury, the employee shall be eligible for Injured On Duty Leave (IOD), *provided that he complies with the provisions of this Article and the rules of the Employer. The employee shall be paid for the rest of the day on the date of the injury and* ~~The employee shall be paid for all those days going forward from the date of injury during the IOD period until ninety (90) calendar days after the injury.~~ There shall be no loss of benefits provided by the County or any applicable labor agreement during the leave.

Section 2. Eligibility. To be eligible *for IOD* the employee ~~shall, when injured must:~~

1. Submit a *completed and* signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave.
2. Furnish the County with a signed medical authorization for the claimed injury for the release of medical records.
3. File for Worker's Compensation benefits with the Ohio Bureau of Workers; Compensation *and be approved for the receipt of benefits.*
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. ~~Submit~~ *Provide a* medical certification from ~~the employee's~~ a physician ~~of record on the list of County approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and~~ specifying the ~~extent of the~~ injury, the recommended treatment, *and* the employee's inability to return to work as a result of the injury, ~~and~~ *along with* an estimated date of return.
6. Complete and sign an Injured On Duty Wage Agreement. Said wage agreement shall include but is not limited to the following: when it is determined that an employee is required to reimburse the County, the employee may trade accrued leave time or reimburse the County through payroll deduction or a combination of both. Employees must reimburse the County

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in full upon retirement, death, or before any future Injured On Duty Leave approval, whichever comes first.

Section 3. Healthcare Coverage. *An employee's healthcare coverage shall remain in effect during the period that he is receiving Injured on Duty Benefits.*

Section 4. Review of Claim. The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County during the leave

Section 4 5. Rate of Pay. Leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) calendar days.

Section 5 6. Denial of Workers' Compensation Claim/Reimbursement. If, for any reason the employee's Workers' Compensation claim is denied or disallowed *by the Ohio Bureau of Workers' Compensation* ~~and all appeals are exhausted through the Industrial Commission~~, said leave shall cease and the employee will be required to reimburse the County for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case by case basis.

Section 6 7. Family and Medical Leave. If the employee is not released by his physician at the end of the Injured On Duty Leave, the employee will be placed on FMLA leave in accordance with the current bargaining unit contract for a period not to exceed twelve (12) weeks.

Section 7-8. Disability Separation. If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.

Section 8. Modified Duty. If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the employee must petition to return to work with modified duty through the County's Risk Manager. The Risk Manager will work with the employee, the Union representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Workers' Compensation to establish the assignment. This assignment is not subject to the bid procedure. In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond thirty (30) days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the thirty (30) days, the employee will be able to return to work without restrictions. In all cases adequate documentation from the attending physical will be required.

Modified duty can consist not only of road related work, but also non-road related work such as light maintenance work (cleaning or janitorial work, for example) so long as the employee's condition permits.

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Section 9. Transitional Work Program. A Transitional Work Program has been developed through the County Engineer's Office and the Ohio Bureau of Workers' Compensation to assist employees with injuries. This program will enable an employee injured on duty to return to work in an approved structured program allowing him/her to qualify for both County benefits and wages while accessing the Workers' Compensation system as well.

Jobs created under this transitional program will be only temporary in nature with the goal of assisting the injured worker in obtaining optimal functional capacity and a successful return to employment. Appropriate job duties will be matched by comparing physical restrictions, documented by the physician of record, and transitional job requirements, documented by the County Engineer.

Once a transitional work candidate is identified, actual job duties will be assigned on an individual case-by-case basis, with the input of the Vocational Case Manager, the County Risk Manager, injured worker, physician of record, and the Operations Supervisor. The injured worker will reserve the right to request the input of one (1) Union representative to aid in the identification of appropriate job tasks. *The Employer will determine if the employee is eligible for assignment to the Transitional Work Program.* The rate of pay for transitional duty will be equal to the employee's current job classification.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's availability to return to his regular assignment. If through this transitional work program it is further identified that the injured worker will not be able to return back to the same job classification without restrictions, the injured worker may bid for any job falling within his/her permanent restrictions.

Jobs created under Transitional Work Benefit Program are not subject to bidding requirements as they are created to ease the injured employee back into the workplace.

If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignments for a period of ten (10) more working days. An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of the sixty (60) calendar days of Transitional Duty.

Section 10. *A maximum of two (2) employees are permitted on Transitional Work/light duty at any time, unless the County Risk Manager and the Employer agree otherwise.*

ARTICLE 34 BEREAVEMENT LEAVE

Section 1. Amount/Relationships. All bargaining unit employees are entitled to three (3) consecutive days of paid bereavement leave upon the death of the following: mother, father, mother-in-law, father-in-law, stepmother, stepfather, children, brother or brother in-law, sister or sister in-law, spouse and grandparents (employee's or spouse's). All bargaining unit employees are entitled to one (1) bereavement day to attend the funeral of an uncle or aunt, niece, nephew, step-brother, step-sister (employee's or spouse's).

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Section 2. Documentation. In order to receive benefits under this article, employee shall provide county with a copy of obituary, before benefit pay will be granted.

ARTICLE 35
MILITARY LEAVE

Section 1. Any employee of the County who under active orders of a branch of the military service of the United States who is required to attend training exercises or training programs on an annual basis shall be permitted military leave for this purpose, provided that a copy of the employee's orders are filed with the County prior to the period of absence. The employee shall suffer no loss of benefits of any kind as a result of his/her participation in military exercises or programs. The County shall pay to the employee during his/her absence for the above purpose the difference between the amounts he/she would normally earn, less the amount paid by the United States during the training period. Certification shall be required of the employee in order to be eligible for this difference in pay. The difference in pay to which the employee shall be entitled shall be for a maximum period of thirty-one (31) days in each calendar year.

ARTICLE 36
UNPAID LEAVE AND FMLA

Section 1. Unpaid Leave. The County may in certain circumstances grant an approved leave of absence to any employee who requests such leave in writing. The employee is required to return to work on the day designated in the leave of absence letter. Should the employee fail to return to work on the designated date, he will be terminated. If an extension is necessary, the employee may request one in writing. The employee may return to work earlier than the letter date as long as he requests to do so in writing five (5) working days before his return.

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Section 2. FMLA. Any employee applying for unpaid leave under the Family Medical Leave Act will comply with the following: all accrued sick, vacation and personal leave shall be used before the twelve rolling weeks of unpaid leave may be taken. Eighty (80) hours of vacation may be kept as accrued during the unpaid leave. The County will pay the hospitalization premium for each employee during unpaid leave taken under the Family Medical Leave Act of 1993. The County Engineer must approve all Family Medical Leave before a leave may be taken. Approval will not be unreasonably withheld.

ARTICLE 37
SECURITY

1. If an emergency arises where you must leave your assigned location, report it first to your supervisor or, if unavailable, to any supervisor.
2. No unauthorized person is to enter the premises where you are assigned. If such a person enters the premises and won't leave, notify a supervisor.
3. Employees shall see that nothing is removed from premises where they are assigned and any such incidents shall be reported immediately.
4. Employees shall park their private vehicles in designated areas.
5. Employees should observe that nothing is transferred from County vehicles to private vehicles.
6. Employees shall notify their immediate supervisor of any suspicious containers, envelopes, and/or persons.

ARTICLE 38
DURATION

Section 1. Unless otherwise extended with the mutual consent of both parties, the terms and conditions of this agreement shall remain in full force and effect from May 1, ~~2008~~ 2011, through April 30, ~~2011~~ 2014.

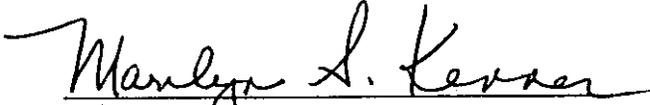
Section 2. Renegotiations for terms and conditions beyond the date of April 30, ~~2011~~ 2014, shall seek to begin no later than January 10, ~~2011~~ 2014.

SIGNATURE PAGE

Agreed to this day of _____, 2012.

For the Mahoning County Engineer

Richard Marsico, P.E., P.S.
Mahoning County Engineer



Marilyn Kenner, P.E.
Chief Deputy Engineer

Darren Lydic, Operations Supervisor

Tony Gorvet, District Supervisor

Robin L. Bell, Chief Negotiator
Clemans, Nelson, & Associates, Inc.

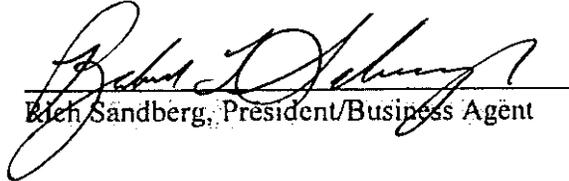
Mahoning County Board of Commissioners

John A. McNally, Commissioner

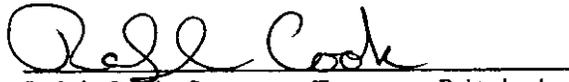
Anthony Traficanti, Commissioner

Carol Rimedio-Righetti, Commissioner

For Teamsters Union Local #377



Rich Sandberg, President/Business Agent



Ralph Cook, Secretary Treasurer-Principal
Officer/Business Agent

Bargaining Team Member

SIGNATURE PAGE

Agreed to this day of 12/14, 2011.

For the Mahoning County Engineer

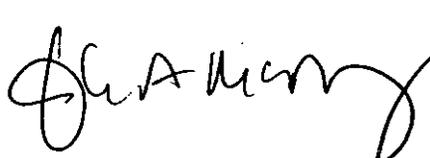

Richard Marsico, P.E., P.S.
Mahoning County Engineer


Marilyn Kenner, P.E.
Chief Deputy Engineer

Darren Lydic, Operations Supervisor


Tony Gorvet, District Supervisor

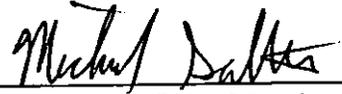

Robin L. Bell, Chief Negotiator
Clemans, Nelson, & Associates, Inc.

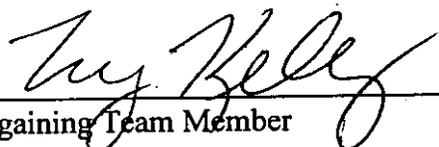


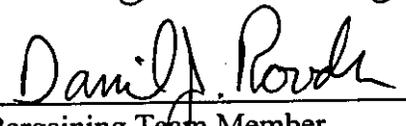

For Teamsters Union Local #377

Charlie Byrnes, Trustee for Local #377

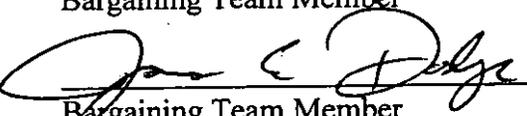
Sam Prosser, Business Agent
International Brotherhood of Teamsters


Bargaining Team Member


Bargaining Team Member


Bargaining Team Member


Bargaining Team Member


Bargaining Team Member

K.P. Adam

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SIDE LETTER # 1
ENGINEERING/INSPECTION PERSONNEL TRANSFER

The parties agree that the four (4) members affected by the elimination of the survey and inspection departments shall be moved to the laborer pool or their previous job. So long as they remain in the laborer pool or their previous job they shall maintain the current pay rate and seniority associated with their previous position. Thereafter, those members may bid out to vacancies, at the corresponding rate, in accordance with the parties' agreement.

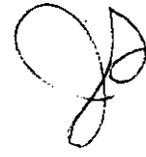
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SIDE LETTER #2
SICK LEAVE CONVERSION

The Mahoning County Engineer and Teamsters Local #377 agree that those employees who, prior to May 1, 2011, began participation in the three (3) year conversion option shall continue to participate in that program as set forth in the 2008 – 2011 agreement between the parties.

T.K. 1/10

APPENDIX A
WAGE SCHEDULE



Mahoning County Engineer & Teamsters Local 377
Wage Schedule for Employees Hired Prior to May 1, 2008

Classification		
Laborer		\$20.69
Equip Operator 2		\$21.25
Equip Operator 3		\$21.71
Equip Operator 4		\$22.03
Auto Mechanic ±		\$21.71
Auto Mechanic 2		\$21.96
Master Mechanic		\$25.95
Foreman		\$22.36
Construction Foreman		\$22.64
Route Marker 1		\$20.69
Route Marker 2		\$20.97
Route Marker 3		\$21.29
Route Marker 4		\$21.77
Fabricator (Welder, Blacksmith, Bodyman)		\$21.96
Sign Painter		\$20.97
Ext Arm Ditcher/Mower (will be classified as Equipment Operator 3)		\$21.84
Sewer Jet/Vac Truck Op (will be classified as Equipment Operator 3)		\$21.50

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APPENDIX A
WAGE SCHEDULE (Continued)

Mahoning County Engineer & Teamsters Local 377
Wage Schedule for Employees Hired After to May 1, 2008

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Classification		
Laborer		\$15.51
Equip Operator 2		\$15.94
Equip Operator 3		\$16.28
Equip Operator 4		\$16.52
Auto Mechanic 4		\$16.28
Auto Mechanic 2		\$16.47
Master Mechanic		\$19.46
Foreman		\$16.77
Construction Foreman		\$16.98
Route Marker 1		\$15.51
Route Marker 2		\$15.73
Route Marker 3		\$15.96
Route Marker 4		\$16.33
Fabricator (Welder, Blacksmith, Bodyman)		\$16.47
Sign Painter		\$15.73
Ext Arm Ditcher/Mower (will be classified as Equipment Operator 3)		\$16.38
Sewer Jet/Vac Truck Op (will be classified as Equipment Operator 3)		\$16.13

DJP
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CP

APPENDIX B
DISCIPLINE POLICY AND PROCEDURE

A. Events that trigger disciplinary actions have been placed in categories as follows:

<u>Category</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>	<u>4th Offense</u>
One	Verbal Reprimand	Written Reprimand	Two (2) Day Suspension	Indefinite Suspension to Removal
Two	Written Reprimand	Two (2) Day Suspension	Indefinite Suspension to Removal	
Three	Ten (10) Day Suspension	Indefinite Suspension to Removal		
Four	Indefinite Suspension to Removal			

In exceptional cases, the penalty may deviate from the standard penalties prescribed by the policy. The reasons for the deviation shall be noted and discussed with bargaining unit at the time this discipline is applied.

B. The offenses are as follows:

Category One

- Excessive Tardiness within thirty (30) day period.
- Failure to report absence at least thirty (30) minutes before starting time.
- Abusive language to superior or fellow employee
- Failure to wear protective equipment, as required.
- Failure to follow work rules.
- Failure to adhere to time clock policy in punching in and out.
- Failure to inform office of current address and/or telephone number.
- Failure to follow dress code.

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APPENDIX B
DISCIPLINE POLICY AND PROCEDURE (continued)

- Any other act of misfeasance, malfeasance and/or nonfeasance as defined on the Ohio Revised Code and/or prevailing collective bargaining agreement indicating a negligent or lackadaisical attitude toward the job or toward County Engineer's property.
- Reporting off duty without approved and/or accrued leave time.
- Any violation of the security procedure.

Category Two

- Refusing to comply with a superior's orders or assignments.
- Willful failure to perform assignment.
- Absence from duty for three (3) days without accrued leave or communication with Operations Supervisor.
- Sleeping on duty.
- Abuse of County telephone, includes outgoing and incoming calls as well as equipment.
- Abuse of County Two-Way Radio System, includes interrupting communication and "keying mike."
- Abusive language to the public.
- Obscene or immoral conduct.
- Unauthorized entrance into an area designated Off Limits.
- Gambling on County property that does not result in the criminal conviction of the employee.
- Threatening harm to a fellow employee.
- Any act indicating an arrogant attitude that adversely affects the smooth performance and/or operation of the Engineer's office.

Category Three

- Being influenced from alcohol and/or drugs while at work or when arriving for work.
- Consuming, purchasing and/or possessing alcohol and/or drugs during the work day.
- Gambling on County property wherein such activity results in the criminal conviction of the subject employee.
- Failure to report an accident as required.
- Threatening harm to a superior.
- Threatening harm to the public.
- On the job or on County property, participating in a fight.

- Any intentional act or omission that tends to threaten the health, safety or well-being of any person or that damages any property.
- Punching time clock for someone else.
- Operating a County vehicle with an out-of-state driver's license.
- Possession of devices and/or substances intended to induce panic (real or fake explosives, medical substances, etc).

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APPENDIX B
DISCIPLINE POLICY AND PROCEDURE (continued)

Category Four

- Failure to return to work after leave of absence has expired.
- Incarceration for forty-five (45) continuous days, due to a conviction of a crime.
- Theft of County property.
- Misappropriation of County property.
- Intentional release of confidential information.
- Unauthorized use of County vehicle or equipment.
- Falsifying a signature, a document or some other record.
- Failure to seek treatment within ten (10) days for substance abuse after a positive substance test.
- Possession for sale of drugs—removal & prosecution.
- Causing bodily harm to a fellow employee and/or superior.
- Sexual harassment.
- Causing harm to the public.
- Causing harm to a fellow employee.
- Possession of an unauthorized weapon or explosives.
- Operating a County vehicle while driver's license is suspended.
- Any illegal act during the course, period, time and scope of employment.
- Intentional misuse and/or destruction of any County property.

C. Application of Progressive Discipline Code:

1. The disciplinary step for an offense in any category is dependent on the previous offense in the categories in the same major area. It is not dependent on the same offense.
2. The disciplinary action for an offense in a higher category may be dependent on the number of offenses in a lower category in this same major area.

If the disciplinary action for a lower category offense is equal to the disciplinary action for a higher category offense, then the disciplinary action is the next step higher.
3. The disciplinary action for an offense in a lower category is not dependent on the disciplinary action for a prior offense in a higher category in the same major area.
4. Any discipline given more than six (6) months prior to the current action shall not be considered in determining the current discipline.

The foregoing list of offenses is not intended to cover every possible type of offense. Penalties for offenses not specifically listed will be consistent with penalties for offenses of comparable gravity.

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APPENDIX B
DISCIPLINE POLICY AND PROCEDURE (continued)

Suspension penalties on this schedule apply to the employee's work days.

Multiple offenses in the same incident in the same major area will result in the offense being placed in the highest category in the major area. Multiple offenses in the same incident in different major areas will result in consecutive penalties.

From time to time, various amendments, additions or deletions may be made in this Discipline Policy, which will be negotiated with the bargaining unit.

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JA 2/6/11

APPENDIX C
ATTENDANCE POLICY

Each employee, unless he has been granted a leave of absence, shall be at his assigned position from his designated starting time until his designated finishing time. Infraction of policy will be documented and filed by supervisor.

Tardiness will result in the following:

For Payroll Purposes and Discipline Purposes:

1. For starting time, a grace period of six (6) minutes shall be allowed. However, any consistent or repeated abuse of that grace period by any employee without justification may result in pay deductions in consecutive quarter hour increments.

Example 1: Starting time is 7:30 am, punches in at 7:37 am
Deduction of pay shall be one-quarter (1/4) hour

Example 2: Starting time is 7:30 am, punches in at 7:47 am
Deduction of pay shall be one-half (1/2) hour

2. For quitting time, no grace period will be allowed. Leaving anytime earlier than the scheduled shift end will result in payroll deductions in one-half (1/2) hour increments.
3. Arrival and/or clocking in prior to starting time or leaving and/or clocking out after quitting time will not result in extra pay unless requested by the supervisor who then filed the appropriate reporting form.

Absences without leave will result in the following:

For Payroll Purposes:

When an employee is absent without leave, he will not receive pay for the time he is absent.

For Discipline Purposes:

When an employee is absent without leave, he will be penalized in accordance with the work rules.

When an employee is to be absent from work, except where he has been granted a leave of absence previously by the appropriate authority, he shall notify his immediate supervisor or other designated person at least thirty (30) minutes before the time he is scheduled to work.

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APPENDIX D
SUBSTANCE ABUSE POLICY

Section 1. Policy. The Mahoning County Engineer's employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Section 2. Purpose. The purpose of this policy is to assure worker's fitness for duty and to protect our employees, passengers, and the public from the risk posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with all applicable Federal Regulations governing workplace anti-drug programs in the highway industry. The Federal Highway Administration (FHWA) of the U.S. Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also enacted 49 CFR Part 40, as amended; that sets standards for the collection and testing of urine and breath specimens. In addition the DOT has enacted 49 CFR Part 29, "The Drug Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FHWA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

*NOTE. The following provisions set forth in bold face print are consistent with requirements specifically set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Program and 49 CFR Part 382 Random Drug Test Program. All other provisions are set forth under Mahoning County Engineer's authority and will comply with NIDA look-a-like test.

Section 3. Applicability. This policy applies to all Mahoning County Engineer's employees, part-time employees, volunteers, and contractors when they are on the Engineer's property or when performing any Engineer-related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors and contractor employees are governed by this policy while on engineer premises and will not be permitted to conduct Engineer business if found to be in violation of this policy.

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

A safety-sensitive function is any duty related to the safe operation of highway maintenance duties, equipment, including the operation, dispatch and maintenance of an Engineer vehicle and any other employee who holds a Commercial Driver's License or drives a County vehicle. All County Engineer's employees are considered safety-sensitive.

Section 4. Prohibited Substances. "Prohibited substances" addressed by this policy include the following:

1. **Illegally Used Controlled Substances or Drugs.** Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15, as amended. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), * as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

* cocaine, morphine/codeine, barbiturates, benzodiazepines, methaqualones, and any other substance identified in Schedule I-II of Section 202 of the Controlled Substance Act.

2. **Legal Drugs.** The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functions, motor skills, or judgment may be adversely affected should be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing Engineer business is prohibited.

3. **Alcohol.** The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing Engineer business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breaths measured by an evidential breath testing device.

Section 5. Prohibited Conduct.

1. **Manufacture, Trafficking, Possession, and Use.** Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances on Engineer premises, in Engineer vehicles, or while on Engineer business will be subject to disciplinary action, up to

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

2. Intoxication/Under the Influence. Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty immediately and subject to the appropriate discipline. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum threshold defined in 49 CFR Part 40, as amended.
3. Alcohol Use. No employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood concentration is 0.04 or greater. No employee shall use alcohol while on duty, while performing safety-sensitive functions, or just before or just after performing a safety sensitive function. No employee shall use alcohol within four (4) hours of reporting for duty, or during the hours that they are on call. Individuals who violate these provisions shall be subject to the appropriate discipline.
4. Compliance with Testing Requirements. All employees will be subject to urine drug testing and breath alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and a positive test result shall be conclusively presumed. Said positive test result will subject employee to the appropriate discipline. Refusal can include an inability to provide a specimen within a three (3) hour period or breath sample without a valid explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. The three (3) hour period begins when the employee reaches the testing site. The employee shall be transported to the testing site by the County Engineer designee.
5. Treatment Requirements. All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse. Any employee who refuses or fails to comply with FHWA's requirement for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for by the employee's health care provider and/or the employee. Employees will be allowed to take accumulated sick time and/or accrued vacation time after serving the required suspension to participate in the rehabilitation program.

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

6. Notifying Mahoning County Engineer of Criminal Drug Conviction. Any employee who fails to immediately notify the Engineer of any criminal drug statute conviction shall be subject to disciplinary action.
7. Proper Application of the Policy. The Engineer is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/administrative personnel are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/administrative personnel who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Section 6. Testing for Prohibited Substances. Analytical using drug testing and breath testing for alcohol shall be conducted when circumstances warrant as required by federal regulations. All employees shall be subject to testing prior to employment for reasonable suspicion, following an accident, return to duty and at least 50 percent of the total number of all employees subject to random drug testing and 25 percent subject to random alcohol testing must be tested each year. In addition, all employees will be tested prior to returning to duty after failing a drug test or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program. Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall be subject to follow-up testing in a random, unannounced basis. Follow-up testing will be conducted for a period of one (1) to five (5) years, with at least six (6) tests performed during the first year.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS)/National Institution on Drug Abuse (NIDA). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight (8) hours unless a retest results in a concentration measure of less than 0.02.

An employee whose inability to perform assigned duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be held off with sick leave for that day. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 382 for safety-sensitive employees.

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug or alcohol test will result in disciplinary action.

The Engineer affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Section 7. Employee Requested Testing. Any employee who questions the results of a required drug test under Section 8 of this policy may request that an additional test be conducted. This test must be conducted at a different testing DHHS/NIDA-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the results of the test are negative. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within seventy-two (72) hours of notice of the initial test result. Request after seventy-two (72) hours will be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Section 8. Cause for Testing.

Pre-Employment Testing. All position applicants shall undergo urine drug testing and breath alcohol testing following the offer of employment or transfer into a safety-sensitive position. Receipt by the Engineer of negative drug test results is required prior to employment or transfer. Receipt of a negative alcohol test is also required prior to employment and before the employee can perform a safety-sensitive function. Failure of a drug or alcohol test will disqualify an applicant for employment.

Reasonable Suspicion Testing. All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.
3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances; drugs, alcohol, or prohibited substances.

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

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4. Occurrence of a serious or potentially serious accident that may have been caused by human error.
 5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.
 6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

Post-Accident Testing. All employees will be required to undergo urine and breath testing if they are involved in an accident with a Mahoning County Engineer vehicle that results in a fatality. This includes all safety-sensitive employees that are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or if one (1) or more vehicles incur disabling damage that requires towing from the site; or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident. The Engineer's employee may still be tested if facts and circumstances give cause to believe that they may have contributed to the accident, regardless if citation is issued.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employees whose performance may have contributed to the accident.

Random Testing. All employees will be subject to random, unannounced drug and alcohol testing. The selection of employees for random alcohol and drug testing will be made by a scientifically valid method that assures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year.

Return-to-Duty Testing. All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

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APPENDIX D
SUBSTANCE ABUSE POLICY (continued)

Follow-up Testing. Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year.

Section 9. Employment Assessment. Any Union safety-sensitive or non-Union safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, shall be evaluated within ten (10) days by a substance abuse professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders and substance abuse. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

Assessment by a SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the Engineer's Office.

If an employee is allowed to return to duty, he/she must properly follow and complete the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug, and alcohol tests, and be subject to unannounced follow-up tests for a period of one (1) to five (5) years. The cost of any treatment or rehabilitation services will be paid directly by the employee and/or his insurance provider. Employees will be allowed to take accumulated sick leave and/or accrued vacation leave after the required suspension is served to participate in the prescribed rehabilitation program.

Section 10. Re-Entry Program. Employees who re-enter the workforce must agree to a re-entry program. That program may include (but is not limited to) the following:

1. A release to work statement from an approved Substance Abuse Professional (SAP).
2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing as per FTWA guidelines.
4. Recognition by the employee of his/her mandatory obligation to follow specified after care requirements.
5. Recognition that violation of re-entry program constitutes grounds for disciplinary action up to and including termination.

Section 11. Waiver. Should the regulations concerning mandatory drug and alcohol testing issued by the Federal Highway Administration (FHWA), (49 CFR part 40, part 382) or any parts or portions thereof of a provision of this agreement be found to be invalid or unconstitutional by a court of