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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FAIRFIELD COUNTY ENGINEER
AND
PUBLIC EMPLOYEES OF OHIO, TEAMSTERS LOCAL NO. 284

Upon Ratification to August 31, 2015

TABLE OF CONTENTS

	Preamble	1
Article 1	Recognition	1
Article 2	Management Rights	3
Article 3	Union Stewards	4
Article 4	Union Rights	5
Article 5	Probationary Employees	5
Article 6	Employee Discipline/Discharge.....	6
Article 7	Layoffs	8
Article 8	Assignment of Work	9
Article 9	Vacancies and Bidding	10
Article 10	Hours of Work	11
Article 11	Personnel Records.....	12
Article 12	Leave of Absence Without Pay.....	13
Article 13	Sick Leave/Other Absences	14
Article 14	Vacation and Termination.....	16
Article 15	Insurance Benefits.....	17
Article 16	Wages.....	17
Article 17	Grievance Procedures	18
Article 18	No Strikes/No Lockout	20
Article 19	Scope and Severability.....	21
Article 20	Holidays	22
Article 21	Safety	23
Article 22	Labor Management Committee	23
Article 23	A Drug Free Workplace Drug Testing.....	24
Article 24	Current Legislation	24
Article 25	Duration and Termination.....	24
	Signature Page	26

PREAMBLE

THIS AGREEMENT is entered into this 4th day of October, 2012, between the Engineer of Fairfield County, Ohio, as the appointing authority of employees in the bargaining unit (hereinafter the "Engineer"), and Public Employees of Ohio, Teamsters Local Union No. 284 (hereinafter the "Union"). "Engineer" and "Union" shall include all agents and representatives of the Engineer or Union, as the case may be. To the extent required by Ohio Revised Code, Chapter 4117, this Agreement is not effective unless approved by the Board of County Commissioners of Fairfield County, Ohio. To the extent this Agreement requires that actions be taken or not be taken by the Board of County Commissioners or elected officials other than the Engineer, the Union acknowledges that the Engineer is not able to dictate the actions of other officials and that the Engineer shall not be held personally liable for breach of contract, or otherwise, for acts or omissions of such Board or other officials and that the Engineer is sometimes referred to hereinafter as "Employer".

ARTICLE 1
RECOGNITION

Section 1.1. The Engineer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in Section 1.2 below.

Section 1.2. The bargaining unit shall include: All full-time and regular part-time employees of the Engineer of Fairfield County, Ohio, in the following classifications: Road Maintenance Workers, Road Sign Maintenance Workers I, Mechanics, Heavy Equipment Operators and Welders.

Those employees not included in the bargaining unit are Road Maintenance Supervisors, Road Maintenance Assistant Supervisors, Road Sign Maintenance Workers II, Bridge Maintenance Supervisors, Bridge Maintenance Assistant Supervisors, Mechanic Supervisors, Mechanic Assistant Supervisors, Clerk Specialist, Safety & Health Inspector, Road & Bridge Inspector, Clerk/Receptionist, Building Maintenance personnel, and all other supervisors as defined in Section 4117.01, Ohio Revised Code, and further excluding all management level, confidential, seasonal, casual, and all other employees of the Engineer's Office of the County of Fairfield. Newly created non-supervisory positions that are similar in wages, hours, and terms and conditions of employment to bargaining unit positions shall be included in the unit.

Section 1.3. Both parties agree that all employees in the bargaining unit have the right to join, participate in or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion.

Section 1.4.

A. Union Membership Not Required: Membership in the Union shall not be a condition of employment.

B. Agency Shop:

1. Beginning with the effective date of this Agreement, each person in the bargaining unit who is not a member of the Union shall, after sixty (60) calendar days of initial employment, be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time.
2. The deduction of the "fair share fee" by the Engineer from the payroll check of the employee and its payment to the Union after the sixty (60) day grace period shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that Union dues are deducted. The obligations of the Engineer to deduct the fee shall cease upon the removal of the bargaining unit member from the Engineer's active payroll for any reason.
3. The Union president shall give the Engineer a notarized statement as to the amount of the "fair share fee" and any change in the fee, starting the effective date. The Union, at the same time, shall post a copy of the statement on Union space on a bulletin board to be designated by the Engineer.
4. Monies collected through the "fair share fee" shall only be expended by the Union for the purposes of collective bargaining, labor contract enforcement, and grievance resolution. The Union shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the unit member with the opportunity to receive an expeditious resolution of his/her claim and the opportunity to appeal the Union's decision to the State Employment Relations Board, and must fully conform to all requirements of federal and state statutory and constitutional law.
5. The Union president shall obtain and make available to all unit members appropriate State Employment Relations Board forms upon which the unit member may challenge the Union rebate procedure.
6. Any unit member who because of bona fide religious beliefs or the teachings of a religious organization with which he/she is affiliated, wishes to avoid paying the "fair share fee" must apply for an exemption to the State Employment Relations Board. The Union president shall provide forms to apply for this exemption to any interested unit member. After there has been a final adjudication on the exemption, the "fair share fee" shall either be paid to the Union or to a mutually agreed on charity pursuant to O.R.C. 4117.09 (c), and shall continue to be so paid for the duration of this Agreement.

7. The Union shall indemnify and save the Engineer harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Engineer for the purposes of complying with any of the provisions of this article.

Section 1.5.

- A. The Engineer, pursuant to O.R.C. Section 4117.09 (B) (2), shall deduct periodic dues, initiation fees, and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two (2) weeks prior to the pay day at which it is to take effect. The deduction shall be made from the employee's biweekly pay, until revoked according to law, in an amount certified to the County Auditor by the Union.
- B. The Union agrees to reimburse any employee for the amount of any dues deducted by the Engineer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to hold the Engineer harmless from all claims of excessive or improper dues deduction.
- C. Any monies deducted pursuant to Section 1.5(A) above, shall be collected and paid to the Union promptly after they are deducted.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, Management retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in Management by the laws of the Constitution of the State of Ohio, including but not limited to, Management's rights to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Engineer, standards of services, overall budget, utilization of technology, and organizational structure; to determine, and from time to time, redetermine as Management desires, the number, location, relocation, and type of its operations, and to establish, combine, move, relocate, or split-up operations; to discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement; to establish and change work hours, work schedules and assignments; to hire, assign, direct, supervise, and evaluate employees; to maintain and improve the efficiency and effectiveness of operations by any means desirable to Management; to determine the overall methods, processes, means or personnel by which operations are to be conducted; to take disciplinary action, to suspend, discipline, demote, or discharge employees for just cause; to lay off, transfer, promote, or retain employees as desired by the Engineer; to determine the adequacy of the work force; to determine the overall mission of the Engineer's office as a governmental unit; to effectively manage the work force; and take actions to carry out the mission of the Engineer's office. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Engineer may exercise any or all of the Management rights set forth in this Collective Bargaining Agreement without further negotiations with or agreement by the Union. However, it is understood that neither the Engineer nor his designees will exercise their

rights in an arbitrary or capricious manner for the purpose of discriminating against a Union member because of his activities on behalf of the Union.

ARTICLE 3
UNION STEWARDS

Section 3.1. The following rules shall apply to any Employee/Union representative conducting Union activities during working hours or during any periods which would affect the Engineer's operations:

- A. Unless otherwise authorized by the superintendent or the assistant superintendent, the Union Steward or his alternate shall confine their Union activities to the investigation and processing of grievances during the last one-half (½) hour of the workday and then only upon prior approval of the superintendent or assistant superintendent. Request for additional time in truly unusual circumstances to protect the safety of people or property will not be unreasonably denied. A designated area will be available for the Steward or his alternate to use, when requested, that will ensure privacy where it is essential under the circumstances.
- B. The Union Steward or his alternate may have reasonable access to a telephone for Union business during such time as indicated in Section 3.1(A) above if necessary. Long distance calls and charges, including but not limited to collect calls will not be permitted except that telephone calls regarding bargaining unit business to the Teamsters Local 284 at 1-800-237-1201 will be permitted during breaks or as approved by Management. The Engineer will allow the Union to fax to the Stewards any pertinent information regarding meetings, grievance investigations, and Labor-Management agendas. This courtesy will be available to the stewards as well, provided the number of pages faxed is kept to a reasonable limit.
- C. The Union Steward or his alternate shall not leave his assigned work area to conduct Union business until he has received approval to do so and may not commence such business until approval is given by the superintendent or the assistant superintendent (of the work area). This approval will not be granted for the processing of ordinary grievances or Union business but will be limited to matters involving serious health, welfare and/or safety situations in which event, it is anticipated that the Steward and management personnel will work together to protect the persons or property involved.
- D. The Union Steward or his designee shall be permitted to attend the grievance hearings or pertinent labor-management meetings which have been scheduled by the Engineer or his representatives to be held during work hours without loss or regular pay or benefits.
- E. The Union shall designate one (1) or two (2) Stewards and alternates when the regular Stewards are absent or unavailable for some reason. The Stewards and the alternate shall be employees of the Engineer and members of the collective bargaining unit covered by this Agreement. The Union shall give the Engineer written notice of the names of the Stewards and of the alternates as they are selected so that the Engineer will know at all times what Union representatives are available for communication.

ARTICLE 4
UNION RIGHTS

Section 4.1. The Engineer agrees to furnish the Union bulletin board space within the facility to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will be dated and bear the signature of an officer of the Union or Union stewards. The location of said bulletin board space shall be in the employee breakroom. The Union agrees not to post any material of a political, derogatory, or offensive nature about the Employer, candidates for public or union office, or any material constituting a personal attack upon any employee of the Employer or the Employer itself.

Section 4.2. The Engineer agrees to allow reasonable use of buildings under his control for the purpose of holding Union meetings based upon obtaining prior approval and availability of space. Reasonable use shall mean use of facilities:

- A. for a meeting not to exceed thirty (30) minutes immediately before or after the regularly scheduled workday provided that county facilities will be used for no more than twenty-four (24) one-half (½) hour meetings per year; and
- B. which does not interfere with the Engineer's operations and responsibilities.

Section 4.3. Upon notification to the Engineer, authorized agents of the Union shall have access to the premises of the Engineer during working hours for the purpose of adjusting disputes, investigating working conditions, posting official Union notices and ascertaining that this Agreement is being adhered to. Access to the employees in the facility or at any work site shall be limited to breaks and lunch periods, or as otherwise provided by this Agreement. Such approval will not be unreasonably withheld. Authorized agents of the Union agree that the conducting of union business during working hours will not interfere with, disrupt or interrupt the normal work duties of employees.

ARTICLE 5
PROBATIONARY EMPLOYEES

Section 5.1.

- A. Newly hired employees must complete a twelve month probationary period. As employees-at-will, such newly hired probationary employees may be dismissed for any reasons and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge.
- B. Employees who have been promoted into a higher job classification or appointed into a lower classification out of the classification series must serve a sixty (60) calendar day probationary period in the new job if such promotion occurs outside of the classification series (e.g. Road Worker to Mechanic). A promoted employee is subject to being reduced to his previous position and pay scale at any time prior to completion of the probationary period, provided, however, the Engineer may waive this probationary period for promoted, laterally transferred, or voluntarily demoted employees at his sole

discretion. If, during the probationary period, the Engineer determines that the promoted or laterally transferred employee is not suited to the new job and demotes the employee or transfers the employee back to his original position, the Union shall have the right to grieve said demotion or transfer through Step 2 of the grievance procedure. This position from which the employee was demoted or transferred shall remain open during the pendency of the grievance. An employee reduced to his previous position during the probationary period may file a grievance concerning the reduction but must establish that the Engineer's decision was arbitrary or capricious. Employees appointed or voluntarily demoted into a lower classification out of the classification series will not be required to be paid at the probationary rate for that classification, and shall be paid according to the classification rate at their years of service level.

Section 5.2. The probationary periods shall be extended to account for periods of absence in excess of a total of five (5) scheduled workdays. The number of days over and inclusive of five (5) for any absences during probationary period(s) shall automatically be added to the probationary period(s) without prior notification to the employee or Union.

ARTICLE 6

EMPLOYEE DISCIPLINE/DISCHARGE

Section 6.1. Non-probationary employees may be disciplined or discharged for just cause. Forms of discipline may include:

- A. One or more oral reprimands (with appropriate notation in employee's file)
- B. One or more written reprimands
- C. One or more days of suspension
- D. Demotion
- E. Termination
- F. Other mutually agreed discipline.

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline for any violation of rules of conduct or policies of the Employer and the employee's record of work performance and overall conduct.

Discipline will have force and effect for purposes of progressive discipline for fifteen (15) months from the date the discipline was imposed. Copies of all reprimands, warnings, and suspensions shall be forwarded promptly to the Union, through the Steward, and a copy of each shall be given to the affected employee. Evidence of all such discipline as is referred to above shall be retained in the employee's file to make sure that the concept of progressive discipline is followed.

Section 6.2. The Union recognizes that availability, punctuality and attendance of employees is of vital importance and that the Engineer, in his sole discretion, therefore may implement or change time-keeping systems and may implement and from time to time modify reasonable rules to deal with employee tardiness and/or absenteeism.

Section 6.3.

- A. Whenever the Engineer or his designee determines that an employee's conduct may warrant a reprimand, suspension, demotion or termination, the employee and the Steward or his designee shall be informed of the suspected employment misconduct prior to any investigative questioning of the employee by the Employer. Employees are required to cooperate in any departmental investigation.

No bargaining unit employee will be required to testify in person at a pre-disciplinary conference involving a bargaining unit employee.

- B. The employee subject to investigation shall be provided a copy of any written statement they have allegedly made and/or any recorded statement they have allegedly given, which is to be used against the employee in any disciplinary hearing. The employee may be represented by any member of the Union they designate during this matter and the employee and their designated representative shall be allowed at least five (5) workdays after receiving the above items, to review said materials prior to the pre-disciplinary hearing. Witnesses to be called by the employee shall be identified to the Engineer as soon as they are known to the employee or the Union Representative.
- C. Except as indicated in Section 6.3(E) below, a pre-disciplinary hearing shall be held prior to any suspension, demotion or termination and shall be scheduled to give the suspected employee an opportunity to respond to the allegations regarding the alleged misconduct and to offer their explanation of any alleged misconduct. However, an employee may waive their right to a pre-disciplinary hearing by submitting a statement signed by them indicating their desire to do so.
- D. The pre-disciplinary hearing shall be held within five (5) workdays after the Employer notifies the Union through the Steward either in writing or by telephone that suspension, demotion, or termination of the employee by the Employer is contemplated indicating the time and place as well as the purpose of the hearing.
- E. However, no such pre-disciplinary hearing shall be required if the Employer alleges the employee has engaged in gross misconduct which warrants their immediate removal from the work site. In such circumstances, the Employer may suspend the employee without a pre-disciplinary hearing for a period not to exceed five (5) workdays.
- F. Unless extended by valid requests of the Union or the affected employee or because of the inability of the Employer's representatives or witnesses to meet during this five (5) workday period referred to above, the Employer will meet with the affected employee and the appropriate Steward and review the facts of the case at a pre-disciplinary hearing and allow the affected employee the opportunity to offer an explanation of their alleged misconduct.
- G. It is understood that an employee involved in the pre-disciplinary hearing may be sent home with pay, without prejudice to the position of either party while the Employer decides what, if any, disciplinary action to impose on the employee after the hearing based on the evidence.

- H. The employee's designated representative, the Union's Business Agent, and the Steward may be present at the said pre-disciplinary hearing.
- I. The said pre-disciplinary hearing shall be held before the Engineer or a supervisor or other designated representative of the Engineer who was not directly involved in the discipline to the extent of being the on-site supervisor where the alleged misconduct took place. That supervisor or anyone having knowledge of the alleged misconduct may be called as a witness, but the supervisor who was on the site of the alleged misconduct will not make the final decision unless it happens that the Engineer was on site when the alleged misconduct took place and the Engineer will be entitled to make the final decision in any disciplinary case.
- J. The affected employee and the Union shall be notified of the Employer's decision regarding what discipline, if any, shall be imposed within five (5) workdays after the pre-disciplinary hearing. If the Employer decides that no discipline should be imposed on the employee, the employee shall be reinstated to their job if they have been removed from it and they shall be made whole by payment to them of any wages lost during any suspension.
- K. A grievance shall be filed at the step of the grievance procedure that is one step above the level at which discipline was imposed. Grievances disputing discipline imposed by the Engineer or designee shall be submitted initially at the Engineer's step.

ARTICLE 7 **LAYOFFS**

Section 7.1.

- A. The procedures of this article supersede the procedures of O.R.C. Section 124.321 et seq. Layoffs shall be conducted solely in accordance with this article.
- B. When the Engineer determines to layoff any bargaining unit employees, he shall follow the procedures set forth in this article.

Section 7.2.

- A. All employees of the bargaining unit shall be placed on a seniority list. Seniority shall be determined by the length of continuous service with the Engineer. Among those with the same length of continuous service, seniority shall be determined by the following:
 - 1. the employee's first day in the job; and then by
 - 2. the length of any prior full-time service, if any, with the department.
- B. Employees will be selected for retention or layoff on the basis of seniority as defined in Section 7.2(A) above. The sole exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain. In that case the Engineer shall retain the most senior employees that are qualified to fill the positions

remaining after the layoff. The Engineer shall determine whether an employee has the requisite qualifications for a position. The Engineer's determination may not be arbitrary or capricious. Such determination is subject to the grievance procedure.

- C. Laid-off employees shall remain on a recall list for eighteen (18) months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Engineer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on Engineer records. If the employee has not accepted the offer of recall within five (5) days of the postmark, the offer shall lapse and the employee shall be removed from the seniority list.
- D. Both the seniority list and the layoff list described above shall be made available to supervisors and Union Steward. Within thirty (30) days after the effective date of this Agreement, the Engineer shall post the initial seniority list at the facility. Employees shall have thirty (30) days from the date to protest any alleged errors in the list. If no such protest is made during the thirty (30) day period, the list as posted shall be conclusive and no grievance may be filed thereafter concerning the employee's position on the list. An updated list shall be provided to the Union Steward on the first working day after January 1 of each year.
- E. Written notice of the Engineer's decision to lay off an employee shall be given to the Union Steward and affected employee at least five (5) working days prior to the implementation of the layoff.

ARTICLE 8

ASSIGNMENT OF WORK

Section 8.1. The Engineer reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Engineer determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs, to perform work efficiently or on the most cost-effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, or where no qualified employee is readily available, or in a weather or other emergency, or in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Engineer in the past. The Engineer also reserves the right to assign bargaining unit work to anyone needed to do such work if it cannot be as satisfactorily and more economically performed by bargaining unit employees, or if the Engineer does not have the facilities for doing the work or available trained personnel to do the work within the required time to do it. The Engineer or designee, however, will try to equalize overtime assigned to employees within each job classification in the bargaining unit during each year (12 months) of the Agreement. However, all overtime assigned and refused by an employee shall be counted as overtime worked by that employee for purposes of equalization, as well as overtime that could not be assigned to an employee because that employee was not available to work the overtime when the employee was called. This article shall not be used to circumvent any other provision of this contract or to make permanent reductions in the work force for the purpose of weakening the bargaining unit. The use of supervisors to perform bargaining unit work shall not have the intent or impact of

eroding the bargaining unit, nor the intent of affecting bargaining unit employees' rights to overtime except as set forth above. Supervisors may perform bargaining unit work to assist bargaining unit employees but may not bump bargaining unit employees from their assigned work at the site. Supervisors will not be assigned to a crew or to replace a bargaining unit employee on a regular basis. Supervisors shall not perform bargaining unit work during a layoff of bargaining unit employees or a reduction in the work hours in lieu of a layoff except as set forth above. The sign shop supervisor may continue to perform signing duties as has been the practice under previous agreements. However, it is understood and agreed that the employer will continue to make reductions and increases in the number of employees in the bargaining unit whenever needed to carry out the terms of this article and the other articles of the contract that are related to this article.

Section 8.2. All employees who are assigned by a supervisor to perform the duties of a higher rated classification to cover for periods of absence, vacation, etc., for a period of at least one full work day or more shall be paid the higher rate for all time in that assignment retroactive to the initial day of assignment unless performance of such higher function is in a training capacity.

ARTICLE 9

VACANCIES AND BIDDING

Section 9.1. When a vacancy occurs in a full-time position in the bargaining unit, the Engineer shall post a dated notice, including the position vacancy and qualifications, on a bulletin board in the Engineer's Maintenance Facility for a period of five (5) working days (minimum) or six (6) days (minimum) during ten (10) hour day schedules. Interested full-time employees may have their applications considered by filing a written application with the Engineer within the first five (5) workdays after the posting, or, when the work week consists of four (4) ten (10) hour days, by filing a written application with the Engineer within the first six (6) working days after the initial posting. Applications filed after the applicable deadline will not be considered. It is understood that the Engineer will decide when a vacancy exists and whether to fill a vacancy. The Engineer will see to it that all vacancies will be posted in a timely fashion to allow for the above bidding period. Nothing in this article shall restrict the Engineer's right to not fill a posted vacancy. If no current employee-applicants have the desired qualifications and experience, the Engineer may hire from the outside.

Section 9.2. If there are two (2) or more employee-applicants with relatively equal and satisfactory qualifications, including but not limited to, the desired availability, dependability and past performance, then the job shall be awarded to the most senior applicant. An employee may use the bidding process for promotions, lateral moves, or voluntary demotions. When an employee voluntarily bids on a demotion and is selected for the lower classified position, the employee's pay rate will be adjusted to the rate of the lower classification based on the employee's years of service.

Section 9.3. For purposes of this article seniority is defined as continuous service in the employ of the Engineer.

Section 9.4. Vacancies caused by vacation, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Engineer without regard to this job bidding procedure.

Section 9.5. Any skills test required to be taken for a job vacancy will be related to the job opening, and all test scores may be requested by the stewards.

Section 9.6 The Employer will offer on the job training to bargaining unit employees to promote skills within the unit when feasible and practicable.

ARTICLE 10 **HOURS OF WORK**

Section 10.1. The normal workweek shall consist of forty (40) hours, exclusive of a half-hour (½) unpaid meal period during each workday as scheduled by management. For purposes of computations under this article, the pay week begins at 12:01 A.M. on Saturday and ends at 11:59 P.M. on the following Friday.

Section 10.2. The Engineer reserves the right to schedule days and hours in greater or lesser amount as he determines that needs may require, and to ensure that sufficient staff will be on hand to cover necessary and emergency duties. Neither this article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

Employees will be entitled to a fifteen (15) minute break before their lunch break and will be entitled to a fifteen (15) minute break after their lunch break. Times of breaks will be scheduled or approved by their immediate supervisor. The first break can be applied prior to the lunch break and the last break can be applied to the end of the lunch break to establish a total one (1) hour break.

If a supervisor requires an employee to work through their lunch break, they will be paid for all hours worked that day or their workday will be adjusted accordingly.

Any day an employee is required to work twelve (12) hours or more, the employee will receive an additional fifteen (15) minute break for each additional four (4) hour block of time over eight (8) hours worked, such break(s) to be utilized with approval of the supervisor.

Section 10.3. The Engineer necessarily retains the right to require employees to work more than forty (40) hours in a work week and/or more than eight (8) hours in a workday as the Engineer determines that needs may require. However, each employee will be paid the rate of one and one-half (1½) times their regular rate for all authorized hours worked in excess of forty (40) hours active pay status in any one workweek. For the purposes of this section active pay status shall be defined as actual hours worked, paid holidays, paid vacation, personal leave, and sick leave only as follows. If the employee proves their inability to work as required by production of a doctors statement explaining their disability resulting from some specified illness or injury, the employee will be granted sick leave for the period of their disability and will be on "active pay status" for the workweek when they became disabled, otherwise sick leave will not be considered as active pay status for the computation of overtime.

Section 10.4. An employee will be paid for authorized work hours properly recorded by time clock or other system developed by the Engineer.

Section 10.5. When the Engineer or his designee calls an employee into work when the employee has left the Engineer's premises after completion of his workday or on a day when the employee is not scheduled to work, the employee shall receive a minimum of three (3) hours' pay for being called in and completing the assigned work. An employee is subject to recall during this three (3) hour window without additional compensation until working beyond the three (3) hour limit.

Section 10.6. All hours worked, refused, or missed by an employee in each pay period shall be made available to Union Stewards upon their request for the purpose of verifying the equalization of overtime worked or offered to employees in each pay period.

Section 10.7. Compensatory time will be granted in lieu of overtime pay under the following conditions:

- A. The employee must inform the employer of his or her intent to take compensatory time in lieu of overtime on his or her time sheet for the pay period in which the overtime is earned, and shall include the number of hours to be paid as overtime for the pay period and the number of hours the employee wants to take as compensatory time.
- B. Employees may accumulate up to a total of seventy-two (72) hours per one (1) year period. Once this seventy-two (72) hour cap is reached all overtime worked shall be paid at the appropriate rate of pay. All accumulated but unused compensatory time shall be cashed out at the end of the 22nd payroll of the calendar year, and employees shall begin accruing new compensatory time effective the first day of the 23rd payroll of the calendar year. In addition, employees may cash out their comp time, in whole or in part, once per year at their discretion.
- C. To take compensatory time, the employee must designate it as such on his or her leave form. All overtime hours earned that are not specifically designated as compensatory time by the employee on his or her time sheet for the pay period in which the employee earns the overtime hours shall be paid by the employer as overtime.

ARTICLE 11 **PERSONNEL RECORDS**

Section 11.1. A personnel folder shall be established and maintained for each employee.

Section 11.2. At the time of original appointment, it is necessary that the employee's personnel record reflect the employee's correct name, social security number, address, telephone number, and person to contact in case of an emergency. The employee is responsible to provide that information and promptly to report any change in the information.

Section 11.3. The personnel folder of each employee shall contain that individual's application for employment, references, necessary payroll and compensation information, and all other information pertinent to that employee necessary for the conduct of county operations, except that information required to be kept segregated by federal, state or local law or regulation shall be maintained as dictated by the applicable law or regulations.

Section 11.4. Personnel records are subject to disclosure in accordance with applicable law. An employee shall be notified when an individual requests to view their personnel file. The employee may see a copy of the public information request.

Section 11.5. An employee may review his or her own personnel file at any time during the normal working hours of the Engineer's office, provided that this review does not interfere with the operations, assignments or duties of the Engineer or his employees. An employee shall have the right, upon written request and payment of standard copying charges, to receive a copy of all materials placed in his personnel file.

Section 11.6. If an employee disputes the accuracy, timeliness, relevance or completeness of documents in their file, they may request, in writing, the County Engineer to make a reasonable investigation to determine the accuracy, timeliness, relevance and completeness of the file, and will notify the employee of the results of the investigation and any plans the County Engineer has to take action with respect to disputed information. The employee may submit a statement to be attached to any disputed documents.

ARTICLE 12

LEAVE OF ABSENCE WITHOUT PAY

Section 12.1.

- A. Upon the written request by a non-probationary employee, the Engineer may grant an employee a leave of absence without pay at the Engineer's discretion.
- B. The Engineer will grant an employee a Family or Medical Leave to a non-probationary employee if required to do so by the Family and Medical Leave Act of 1993, herein called the "Act", upon the employee providing satisfactory evidence of an FMLA-qualifying reason. The provisions of this article shall replace the provisions of ORC Chapter 124 pertaining to leaves of absence.

Section 12.2.

- A. The maximum duration of leave of absence without pay for personal reasons of the employee shall not exceed one hundred twenty (120) calendar days. Such leave may be granted at the Engineer's discretion.
- B. The maximum duration of a leave of absence with or without pay for reasons required by the Family Medical Leave "Act" shall not exceed twelve (12) weeks during any twelve (12) month period.

Section 12.3. If an employee requests an unpaid leave in writing for physical or mental disability or other health problems, the Engineer shall determine whether adequate grounds exist for such leave or for other reasons covered by Family Medical Leave, either by accepting a doctor's certificate supplied by the employee or by obtaining a doctor's report after examination of the employee or other persons covered by the FMLA. If there is a disagreement between the Engineer's doctor and the employee's doctor about the need for a leave, those two doctors shall mutually select a third doctor to examine and report as to the need for leave. His decision shall

be conclusive. The second and third doctors shall be paid by the Engineer. If the leave is granted, it will be of indefinite duration not to exceed twelve (12) months exclusive of FMLA leave. The employee may return to work only upon examination and the written recommendation of a doctor approved by the Engineer.

Section 12.4. The authorization of a leave of absence without pay, except under Section 12.3 above, is solely a matter of administrative discretion or employee rights under the Family Medical Leave Act, and each request shall be decided by the Engineer based upon its own merits.

Section 12.5. Employees shall be required to notify the Department, in writing, of their desire to return to work. Employees who desire to return from a leave will be placed in either their original position or another position at a similar level of responsibility and pay.

Section 12.6.

- A. An employee who fails to return to work within three (3) days of the expiration of a leave of absence may be deemed by the Engineer to have resigned and all their employment rights terminated effective upon the expiration of the leave.
- B. An employee who fails to return to work within a reasonable time after leave expires under Family Medical Leave may be required by Engineer to provide recertification by their health care provider.

Section 12.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit for the period of such leave. However, time spent on an approved leave of absence is to be considered in determining length of service for purposes where seniority is a factor.

Section 12.8. If it is determined that an employee is abusing the leave of absence, the Engineer may immediately cancel the leave and impose appropriate discipline, up to and including discharge, as warranted.

ARTICLE 13
SICK LEAVE/OTHER ABSENCES

Section 13.1. Sick leave may be used by an employee for a health condition of an immediate family member if the presence of the employee is required to care for such family member. Sick leave may further be approved for an employee to take such immediate family member to a medical appointment where it is necessary and justified. Documentation of the medical appointment from the physician's office may be required. The Engineer shall prescribe a form for employees to certify the proper use of sick leave or to certify why the employee was absent or tardy which shall be filled out by the employee to show when the employee became sick or injured, what the nature of the illness or injury is or was. The employee must call in and report the employee's anticipated absence due to illness or injury or for any other reasons between one-half (½) hour before the start of each workday and the start of each workday as scheduled by the Engineer, except for exceptional situations approved by the Engineer. The employee must notify the Engineer of any appointment with a doctor when the employee becomes ill or injured as soon

as possible after the appointment with a doctor is made. The Engineer reserves the right to require a doctor's certificate to justify an employee's use of sick leave as the Engineer deems appropriate. If the employee is absent for three (3) workdays or more, the employee must provide a doctor's certificate or other documents showing justification for the absence or tardiness upon return to work. Any doctor's certificates required by this article shall state when the doctor released the employee to return to work, the nature of the injury or illness, the medication given by the doctor and whether the medication or any affects of the illness or injury would adversely affect the employee in performing the employee's job in any way which could be dangerous to the employee or to anyone else in any way, recognizing that driving and using heavy equipment is involved in job performance of the employees in the unit.

Section 13.2. Employees are expected to be at home while on sick leave unless at a medical appointment or on a medical-related errand. Anytime an employee uses sick leave for a medical appointment, they may be required to provide appropriate documentation from the physician. Unless the employee's medical condition is such that he cannot physically work, the employee, when reasonable, shall be required to report to work prior to and/or after the medical appointment. The Engineer may require an employee who is on sick leave to be examined by a doctor designated by the Engineer. Such an examination shall be paid for by the Engineer.

Section 13.3.

- A. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours in active pay status. For the purpose of sick leave credit, but not overtime pay, active pay status includes work time, vacation time and sick leave time. No pay status includes leave without pay or any other unpaid leave of absence. Unused sick leave may accumulate without limit except as indicated below in Section 13.3(C).
- B. An employee who transferred from another public agency operated by the State of Ohio, a County or Municipal government in Ohio or an Ohio Public School System to this unit covered by this Agreement shall be credited with the unused balance of his accumulated sick leave provided that such re-employment takes place within ten (10) years of date on which the employee was last terminated from such public service.
- C. A retiring employee with ten (10) or more years of service with the county or any other political subdivision of the State of Ohio may elect to be paid in cash one-fourth (¼) of the value of his or her accrued, but unused, sick leave credit up to the maximum amount allowed by federal, state or local law or federal or state regulation. Payment for sick leave shall eliminate all sick leave credit accrued by the employee up to that time. Payments shall be based on the employee's rate of pay at the time of the employee's retirement.

Section 13.4. Employees shall not be required to use paid sick leave for absences due to work related injuries or diseases covered by the applicable State Workers' Compensation Law.

Section 13.5. Bereavement Leave for the death of a member of the immediate family, including a spouse, child, stepchild, grandparent, spouse's grandparent, grandchild, parent, or parent-in-law, sibling or sibling-in-law shall be three (3) days per occurrence, or when funeral services are out of state, four (4) days per occurrence.

ARTICLE 14
VACATION AND TERMINATION

Section 14.1. Each full-time employee on the active payroll after completing one (1) full year of service in the Engineer's employ is entitled to eighty (80) hours paid vacation, to be used during the year following completion of the first year of service. Employees shall be credited with vacation leave each pay period based on each full completed pay period in paid status. Vacation leave accrued after the first full year of service may be used after it is earned unless it is allowed to accumulate as stated in Section 14.2 below:

Years of Service Completed	Maximum Annual Accrual	Credited Per Pay
1 through 7:	80 hours of vacation	3.1
8 through 14:	120 hours of vacation	4.6
15 through 24:	160 hours of vacation	6.2
25 or more:	200 hours of vacation	7.7

Upon completion of 8 years, 15 years, and 25 years of service an employee will be credited with 40 hours of vacation in a block and begin accruing credit per pay at the appropriately increased rate as shown in the chart above.

Section 14.2. The Engineer, in his discretion, may allow an employee to accumulate up to three (3) years vacation time provided that the employee requests in writing that their accrued vacation leave be accumulated at least three (3) months before the end of the year in which it should otherwise be used.

Section 14.3. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.

Section 14.4. Employees terminating their employment with two (2) weeks written notice for any reasons except termination for cause, after one (1) year's service, shall receive prorated vacation pay in lieu of time off to which they are eligible at the time of termination. If an employee quits without giving two (2) weeks' notice or is terminated for cause, he shall not be paid for any earned but unused vacation time.

Section 14.5. Bargaining unit employees shall be granted three (3) personal leave days annually which shall be added to the Employee's benefits under this Article. Personal leave may be accumulated from year to year, provided that only three (3) days may be carried over between contracts. Personal leave must be used in a minimum of one (1) hour increments except in emergency situations or when an employee has less than one hour of personal time.

Section 14.6. Employees with three (3) or more weeks of vacation accumulated must use at least one (1) week of vacation in a block of forty (40) hours per calendar year. This block of forty (40) hours may include one (1) holiday. Request for vacation time off shall be at least for increments of one-half (½) of one (1) full workday, provided the employee applies for up to sixteen (16) hours of vacation at least 48 hours in advance. All other vacation requests must be made at least one (1) week prior to any vacation taken. Employees who wish to attend church

services on Good Friday may apply for and be given one of their earned full vacation days or personal days for such purpose. No individual employee shall take more than six (6) half (½) days of vacation in any single year. Request for personal day leave shall be granted upon request without prior notice, except during weather emergencies as determined by the Engineer.

Section 14.7. In the event of the death of an employee while employed by the Engineer who has at the time of death accrued unused vacation, such vacation time will be paid to the employee's estate and at the rate of pay in effect at the time of death.

Section 14.8. Emergency vacation usage may be allowed by the County Engineer or designee if no personal days are left, and if the employee can provide proper evidence that an emergency has arisen.

ARTICLE 15
INSURANCE BENEFITS

Section 15.1. The Engineer shall provide to the employees the health insurance benefits under the group benefit plan generally made available to the employees of Fairfield County. Employees shall pay fifteen percent (15%) of the health insurance premium not to exceed \$80 per month for single coverage and \$180 per month for family coverage. Effective September 1, 2013 bargaining unit employees shall pay 15% of the premium coverage not to exceed \$89 per month for single coverage and \$213 for family coverage. Effective September 1, 2014 bargaining unit employees shall pay 15% of the premium coverage not to exceed \$98 per month for single coverage and \$235 per month for family coverage.

ARTICLE 16
WAGES

Section 16.1. Effective upon ratification, September 4, 2012, the wage rates shall be as follows:

FIRST YEAR'S WAGES

<u>PAY RANGE</u>	<u>GRADE</u>	<u>ENTRY AFTER PROBATION</u>	<u>3 YR.</u>	<u>5 YR.</u>	<u>8 YR.</u>	<u>15 YR.</u>	<u>20 YR.</u>	<u>25 YR.</u>
Road Maint. Worker Road Sign Maint. I	5	\$17.60	\$18.20	\$18.45	\$18.80	\$19.25	\$19.50	\$19.90
Mechanic Heavy Equip. Operator Welder	6	\$17.85	\$18.45	\$18.70	\$19.05	\$19.50	\$19.75	\$20.15

WAGES EFFECTIVE SEPTEMBER 1, 2013

<u>PAY RANGE</u>	<u>GRADE</u>	<u>ENTRY AFTER PROBATION</u>	<u>3 YR.</u>	<u>5 YR.</u>	<u>8 YR.</u>	<u>15 YR.</u>	<u>20 YR.</u>	<u>25 YR.</u>
Road Maint. Worker Road Sign Maint. I	5	\$17.90	\$18.50	\$18.75	\$19.10	\$19.55	\$19.80	\$20.20
Mechanic Heavy Equip. Operator Welder	6	\$18.15	\$18.75	\$19.00	\$19.35	\$19.80	\$20.05	\$20.45

WAGES EFFECTIVE SEPTEMBER 1, 2014

<u>PAY RANGE</u>	<u>GRADE</u>	<u>ENTRY AFTER PROBATION</u>	<u>3 YR.</u>	<u>5 YR.</u>	<u>8 YR.</u>	<u>15 YR.</u>	<u>20 YR.</u>	<u>25 YR.</u>
Road Maint. Worker Road Sign Maint. I	5	\$18.15	\$18.75	\$19.00	\$19.35	\$19.80	\$20.05	\$20.45
Mechanic Heavy Equip. Operator Welder	6	\$18.40	\$19.00	\$19.25	\$19.60	\$20.05	\$20.30	\$20.70

Section 16.2. Except as otherwise provided in this Agreement, probationary employees shall be paid fifty cents (\$.50) less than the lowest paid employee in their classification during their probationary period. Following the successful completion of the employee's probationary period, they shall be paid at the rate of the lowest paid employees in their classification until promoted to a higher job.

Section 16.3. The Engineer will provide uniforms to Mechanics and Welders and will further reimburse the Welders and Mechanics for one (1) pair of safety shoes per year, not to exceed \$150.00 per year. Employees must submit receipts for such safety shoes prior to reimbursement.

ARTICLE 17
GRIEVANCE PROCEDURES

Section 17.1. A grievance is an employee or union complaint alleging that management has violated, misinterpreted, or misapplied a term of this written agreement. Grievances on non-disciplinary matters shall be submitted at the step at which the alleged violation of the labor agreement originated. A grievant must state the reasons why they disagree with the answer of the Engineer or designee when appealing to the next level of the grievance procedure.

STEP 1: The grievant shall, within five (5) workdays from the occurrence or knowledge of the occurrence of an alleged non-disciplinary grievance, submit the grievance in writing with the Superintendent and unless the grievance is resolved then and there with the Superintendent, the grievant shall notify the Steward or their designee and provide a copy of the grievance the same day they submit the written grievance with the Superintendent, advising the Steward or his designee of the substance of the grievance and of the Superintendent's reaction to the grievance. Any grievance complaining of any disciplinary action taken by the Management shall be filed in writing within five (5) workdays of the disciplinary action taken.

Such written grievance shall be signed by the grievant and state the following in clear language: The exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the grievant, the provisions of this Agreement claimed to be violated, and the remedy sought. Noncompliance in stating the required information or failure to follow the time requirements shall bar further processing of the grievance as indicated in Section 17.2 below. The grievant shall provide a copy of the grievance to the Steward on the same day they file the written grievance with their supervisor. The Steward will be responsible to send a copy of the grievance to the appropriate representative at Teamsters Local No. 284, at the Union's offices in Columbus, Ohio, on the day the Steward first receives a written copy of the grievance. The Steward shall also be responsible to keep the appropriate representative at Teamsters Local No. 284 advised of the progress of the grievance from that time on to be sure that the appropriate representative at Teamsters Local No. 284 can arrange to be at a Step 2 meeting if need be. The Superintendent shall give their answer in writing to the Steward or to the grievant if the Steward is not available at that time, within five (5) workdays of the filing of the written grievance. Whenever the Steward is referred to, it shall be understood that if the Steward is not available, their designee shall act in their place.

STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1 the grievant may appeal to Step 2 by giving written notice of their appeal to the County Engineer or designee within five (5) workdays after receipt of the Step 1 answer. Within five (5) workdays after the grievant gives notice of their appeal, the County Engineer or designee shall offer dates to schedule a meeting with the Union's representative at a mutually agreed time to discuss the appeal. Such Step 2 meeting shall be scheduled for no later than fifteen (15) workdays following the date of the appeal to Step 2. The County Engineer or designee shall give a written answer within five (5) workdays following the Step 2 meeting.

STEP 3: Except as otherwise provided in this Agreement, if the Union is not satisfied with the Step 2 disposition of the grievance, it may appeal to arbitration by filing a written notice of appeal with the Engineer within thirty-five (35) calendar days of receipt of notice of the Step 2 response. The parties within five (5) workdays following such notice of the Union's desire to arbitrate shall either agree upon an arbitrator or the Union may request a list with the names of nine (9) arbitrators (National Academy of Arbitrators, Ohio only) from the Federal Mediation and Conciliation Service. If the Union chooses to request a list of arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.), the Union shall mail a copy of its letter to the F.M.C.S. to the Engineer on the same day it mails its request to the F.M.C.S. The parties shall select the

Arbitrator by the alternate strike method (the parties alternately to strike first), with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and Engineer to do so. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. Their award shall be final and binding on the parties. In reaching their decision and in their award, the arbitrator shall limit them self to the grievance presented, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written Agreement. The costs of using an arbitrator shall be borne equally by the parties. The parties shall bear their own costs for witnesses and court reporter and transcript.

Section 17.2. The time limits specified in the above described grievance/arbitration procedure for the filing and appealing of grievances are mandatory, and the failure on the part of any grievant to abide by any prescribed time limit set forth above shall result in the grievance being considered abandoned. Failure of management to answer a grievance by the deadline stated in this article shall allow the grievant or the Union, as the case may be, to proceed to the next level of the procedure as of the date prescribed by this Agreement. Any time limits specified in this article may be extended by mutual agreement, in writing, by the parties. The Engineer shall not pay employees for lost work time for their attendance at arbitration hearings.

Section 17.3. The procedure contained in this Article 17 constitutes the sole and exclusive method of redressing grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation of charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union's and the Engineer's representatives shall be final and binding upon the grievant, the Union, and the management, and that Agreement shall be reduced to writing and signed by the parties.

ARTICLE 18

NO STRIKES/NO LOCKOUT

Section 18.1. Neither the Union nor any employee shall strike or engage in any boycott or jurisdictional strike in violation of O.R.C. Sec. 4117 during the term or extended term of this Agreement. Nor will the Union or any employees honor any picket line or strike activity by any other employees of the Engineer or non-employees of the Engineer at or near the Engineer's premises or job sites, during the life of the Agreement. The Union, its affiliates and members shall promptly take reasonable actions to prevent and end any such actions by employees or by any persons affecting the work of such employees.

Section 18.2. Any employees engaging in any strikes or other illegal activity referred to in Section 18.1 above during the life of this Agreement shall be subject to appropriate disciplinary action by the Engineer.

Section 18.3. Neither the Engineer nor any of his supervisors, managers or agents shall engage in any unlawful lockout of any of the employees in the unit covered by this Agreement during the life of this Agreement.

ARTICLE 19
SCOPE AND SEVERABILITY

Section 19.1. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the state law also impinged in many ways on the responsibilities of the Engineer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. Section 4117.01 *et seq*; and that certain issues between the members of the unit, including their Union representatives, and the Engineer may be resolved through the grievance and arbitration procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O.R.C. Section 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

- A. This Agreement supersedes all previous oral and written agreements between the Engineer and the Union and between the Engineer and any employee within the collective bargaining unit which are in conflict with the Agreement. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Management has violated in raising a grievance.
- C. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect.
- D. It is understood that to the extent the Engineer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Engineer, it will be agreed that the Engineer will not be held personally liable for any claim by any employee, the Union or any branch thereof as a result of any action taken by any other governmental office, department or agency affecting the employees in this unit.

ARTICLE 20
HOLIDAYS

Section 20.1. The following holidays will be observed by the office of the County Engineer as adopted by the Fairfield County Commissioners at the beginning of each calendar year. The following ten (10) holidays shall be observed unless altered by the Fairfield County Commissioners. The number of days shall not be reduced, and none of the dates can be altered except by resolution of the Fairfield County Board of Commissioners.

New Year's Day	(January 1)
Martin Luther King Day	(3 rd Monday in January)
President's Day	(3 rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 th)
Labor Day	(1 st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(4 th Thursday in November)
Day after Thanksgiving	(Friday after Thanksgiving)
Christmas Day	(December 25)

Employees will not be required to work on the above days unless the Engineer determines public service would be impaired.

Section 20.2. If any of the holidays fall on a Saturday, the preceding Friday will be observed as the holiday. If any of the holidays should fall on a Sunday, the following Monday will be observed as the holiday. If an employee's work schedule is other than Monday through Friday, they shall be entitled to holiday pay for the holidays observed on their day off, regardless of the day of the week on which they are observed. If a holiday occurs while an employee is on a vacation, it will not be charged against the employee's vacation time and the employee will be entitled to take all the vacation the employee has earned pursuant to Article 14 — Vacation and Termination and in accordance with the terms of that article.

Section 20.3. All hours worked on any one of the above mentioned holidays (those ten [10] days so designated annually by the Fairfield County Commissioners as paid holidays) will be paid for at one and one-half (1½) times the employee's basic hourly rate of pay, provided he has accumulated forty (40) or more hours in active pay status during that same week.

Section 20.4. There may be employees whose religious needs are not met by the above paid holidays. Any employee requesting a religious holiday off will be permitted to take a day of vacation time to observe the holiday. If the employee has no accrued vacation time, he may be given the day off without pay. Employees requesting time off for such a religious holiday shall provide the Engineer at least two (2) weeks' notice prior to such request.

ARTICLE 21
SAFETY

Section 21.1. It is the responsibility of every employee of the Fairfield County Engineer to try to prevent accidents and help create a safe working environment by following all applicable safety laws, procedures, rules, and regulations. Employees who become aware of any unsafe equipment or condition of work shall report same to their supervisor immediately and the supervisor will take appropriate action to correct any unsafe condition of work.

Section 21.2. No employee will be required or permitted to engage in any activity involving dangerous conditions of work or dangerous to persons or property or in violation of any applicable state or federal statute, law, rules, regulation or court order. All employees shall cooperate with the Employer immediately in reporting any accident or injury sustained by them or observed by them by filling out any forms required by the Employer stating all facts known by them regarding the injury or accident including the names and addresses of all witnesses to the accident. Each employee shall report each moving violation they are charged with while driving a county vehicle or during the employee's regular workday.

ARTICLE 22
LABOR MANAGEMENT COMMITTEE

Section 22.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once per year in October on a mutually agreeable day and timing, the Superintendent or designee plus two (2) other designees of the Employer shall meet with the Steward or designee plus two (2) members of the Union to discuss matters of interest to the parties and to promote a harmonious relationship.

Section 22.2. Agendas shall be exchanged by the parties at least five (5) working days in advance of the scheduled meeting listing the matters to be discussed in the meeting or the party having no agenda will indicate to the other party at that time that it has no specific agenda for discussion. The parties will at the time the agendas are exchanged, state to the other party the names of their representatives who will be attending the meeting. The Employer will not interfere with the Union's selection of representatives unless one (1) or more of the Union representatives are assigned to critical work which must be done without delay in which event if the Union wishes, the date for the meeting will be moved to a time when the Union representatives selected can attend without interfering with the work assignments or the Union can select other representatives. The purpose of such meeting shall include but not be limited to:

- A. Discussion of the administration of this Agreement.
- B. To notify the Union of adjustment to be made by the Employer in the operation of the Engineer's Department to bring it back into line with the Engineer's policies, standards and program.
- C. To discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties as indicated in the agendas.

- E. Discuss health and safety matters relating to employees and the liabilities of the Employer, and employees and the Union.
- F. Discuss the failure of some employees to carry out their assignments, to follow the rules of the department and/or of the Agreement and/or of the law and how best to correct these errors.

Section 22.3. It is further agreed that if special labor/management meetings are requested and mutually agreed upon, they will be convened within thirty (30) days. The parties will keep notes of these labor/management meetings with a record of the agenda for the period of the Agreement to exchange for later review to evaluate their success.

ARTICLE 23 **DRUG FREE WORKPLACE DRUG TESTING**

Section 23.1. The Engineer shall maintain a policy intended to promote and ensure a drug free workplace which complies with applicable laws including the Omnibus Transportation Act of 1991. Safety sensitive employees in the bargaining unit are subject to pre-employment, random, post-accident, reasonable suspicion, return to duty and follow-up testing, if applicable.

ARTICLE 24 **CURRENT LEGISLATION**

Section 24.1. The Engineer proposes that the ADA law and the other laws referred to below be complied with by the parties hereto at all times: EEOC, FLSA, and FAMILY AND MEDICAL LEAVE ACT OF 1993.

ARTICLE 25 **DURATION AND TERMINATION**

Section 25.1. This Agreement shall be effective upon ratification of the Union and Engineer and shall terminate at the end of the 31st day of August, 2015. If either the employer or the Union desire to terminate, modify or negotiate a successor agreement, it shall:

- A. serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Agreement;
- B. offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiating a successor agreement; and
- C. notify the State Employment Relations Board of the offer, by serving upon the Board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.

Section 25.2. If no such notice is given by sixty (60) days prior to the expiration date of this Agreement, this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter unless the Employer or Union in a future year gives timely notice of its desire to terminate, modify or negotiate a successor agreement.

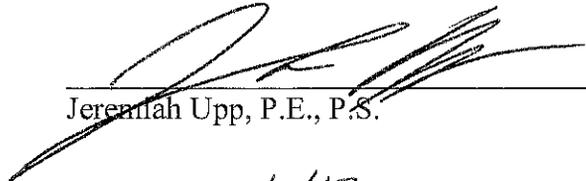
SIGNATURE PAGE

PUBLIC EMPLOYEES OF OHIO
TEAMSTERS LOCAL NO. 284

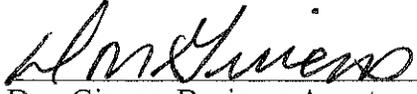
FAIRFIELD COUNTY ENGINEER



Dan Kirk, President



Jeremiah Upp, P.E., P.S.
Date: 10/11/12

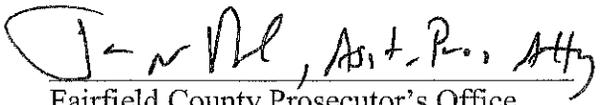


Don Givens, Business Agent

Date: 10-4-12

APPROVED TO FORM:

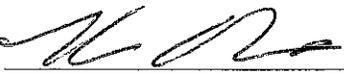




J. R. Hill, Asst. P.S., Atty
Fairfield County Prosecutor's Office



APPROVED AS TO CONTENT:





Marc A. Fishel
Downes Fishel Hass Kim, LLP

Date: 9-28-12