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**AGREEMENT BETWEEN**

**THE SCIOTO COUNTY ENGINEER**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND  
MUNICIPAL EMPLOYEES, OHIO COUNCIL 8,  
LOCAL #1354**

**December 1, 2012 – November 30, 2013**

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**ARTICLE 1: PURPOSE**

This Agreement, entered into by the Scioto County Engineer, Scioto County, Ohio hereinafter referred to as the "Engineer" and Local 1354 of Ohio Council #8 AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:

- Section 1 To achieve and maintain a satisfactory and stabilized employer-employees relationship and to promote improved work performance.
- Section 2 To provide for the peaceful and equitable adjustment of differences which may arise.
- Section 3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Engineer.
- Section 4 To assure the effectiveness of service by providing an opportunity for employees to meet with the Engineer through his representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to applicable laws.
- Section 5 To ensure the right of every employee to fair and impartial treatment.
- Section 6 To provide an opportunity for the employees covered by this Agreement to participate in the establishment of wages, hours and terms and conditions of their employment.
- Section 7 To provide for orderly, harmonious, and cooperative employee/employer relations in the interest, not only of the parties, but of the citizens of Scioto County.

Toward these goals, the Union and the Engineer agree to devote every effort to assure that their members, officers and representatives will comply with the clear provisions of this Agreement.

- Section 8 This Agreement pertains to all employees within the bargaining unit as defined herein.

**ARTICLE 2: UNION RECOGNITION**

SECTION 1 For the purposes of this Agreement the Engineer recognizes the Union as the sole and exclusive negotiating agent and representative for all bargaining unit employees. Wherever used in this Agreement the term "bargaining unit" shall be deemed to include permanent part-time as defined in "Section 3" and full time employees employed in and holding the following classifications:

- Equipment Operator 1
- Equipment Operator 2
- Highway Maintenance Crewleader
- Highway Maintenance Worker 1
- Highway Maintenance Worker 2
- Mechanic 1
- Mechanic 2
- Sign Maintenance Worker
- Welder

- SECTION 2 Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, unclassified, temporary and seasonal employees shall not be included in the bargaining unit as well as part-time employees except as defined in Section 3.
- SECTION 3 A permanent part-time employee is defined as any employee who works regularly more than 1040 hours per year.
- SECTION 4 The Engineer agrees not to employ casual, seasonal or temporary employees to permanently replace bargaining unit employees.
- SECTION 5 In the event a new classification is established, the Engineer and the Union will meet promptly for the purpose of determining whether the classification shall be included in the bargaining unit, and if so included, determining the wage rate for the classification. Any disagreement between the Union and the Employer as to such determination may be filed as a grievance at Step 3 of the Grievance Procedure.

### **ARTICLE 3: DUES CHECK OFF AND UNION SECURITY**

- SECTION 1 The Engineer agrees to deduct Union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made once monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to the Controller of Ohio Council 8 no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Ohio Council 8, Athens Regional Office.
- SECTION 2 All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Engineer, shall continue to remain members of the Union for the term of this Agreement, but may terminate membership by giving written notice to the Local Union and Engineer during the ten (10) day period thirty (30) days prior to the expiration of the Agreement.
- SECTION 3 All employees in the bargaining unit who are not members of the Union shall, 90 days after their date of hire, pay to the Union a fair share fee pursuant to Section 4117.09(C) of the Ohio Revised Code.

Nothing herein shall require any employee to become a member of the Union as a condition of employment, and fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement.

The Union represents to the Engineer that it has promulgated and shall maintain in

force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09(C) of the Ohio Revised Code, federal law and applicable state federal court decisions.

The deduction of the fair share fee by the Engineer from the payroll check of a non-member employee shall be automatic and does not require the written authorization of the employee. Payment of such fair share fees shall be made to the Union in accordance with dues deduction procedures provided for in this Article. The obligation of the Engineer to deduct a fair share fee shall cease upon the removal of the non-member employee from the active payroll for any reason.

The Local Union President or Treasurer shall immediately provide the Engineer with a statement as to the amount of the fair share fee and as to any changes in said fee including its effective date, prior to being obligated to make such deduction (s) .

The Union hereby agrees that it will indemnify and hold the Engineer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Engineer for any reasonable legal costs or expenses incurred and necessary in defense of the same.

SECTION 4 The Engineer will provide the Local Union and the Ohio Council 8, Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every six (6) months thereafter if any changes have occurred from the previous list.

#### **ARTICLE 4: PLEDGE AGAINST DISCRIMINATION**

SECTION 1 The County Engineer and the Union recognize their respective responsibilities under Federal and State Civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, sex, creed, national origin, age, disability or handicap.

SECTION 2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3 The Engineer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or any of his representatives against any bargaining unit employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

SECTION 4 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference,

restraint or coercion.

SECTION 5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

#### **ARTICLE 5: UNION REPRESENTATION**

SECTION 1 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under Steps 1 and 2 of the grievance procedure shall be known as "Stewards". Each Steward shall have an Alternate who shall act as Steward when the regular Steward is absent from work.

SECTION 2 The Engineer shall recognize a total of two (2) stewards and two (2) alternates to represent bargaining unit employees. The Engineer shall also recognize the Local Union President, to represent employees beyond Step 2 of the grievance procedure.

SECTION 3 The Union shall provide to the Engineer, an official roster of its officers, Stewards and Steward Alternates, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

Employees shall not be permitted to function as a Union representative until the Union has presented the Engineer with written certification of that person's selection.

SECTION 4. The Local Union President, Stewards, and Steward Alternates shall have the right, during working hours and without loss of regular pay, to perform the following functions:

- A. Represent employees, where specifically provided by this Agreement, in conferences with the Engineer or his representative(s).
- B. Investigate grievances and represent employees in the grievance procedure as defined in this Agreement.

SECTION 5. Rules governing the activities of the Local Union President, Stewards, and Steward

Alternates are as follows:

1. The employee representative must obtain, in advance, authorization of his immediate supervisor before beginning representation activities.
2. The employee representative shall identify whether the reason for the requested time is for a grievance processing or investigation or for conferences with the Engineer or his representative. The representative shall identify where and with whom he will be meeting.
3. The employee representative shall not conduct representation activities in any work area without notifying the supervisor in charge of that area of the nature of the activity.
4. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by Section 4 of this Article.
5. Any non-employee union representative shall provide the Engineer with advance notification as a condition for admittance to the Engineer's facilities and work sites during working hours.
6. The employee Union representative shall cease unauthorized Union activities immediately upon the order of the supervisor of the area in which Union activity is to be conducted or upon the order of the representatives supervisor.
7. A Steward having an individual grievance in connection with his own work may ask for the alternate to assist him in adjusting the grievance at Steps 1 and 2 of the grievance procedure.

## **ARTICLE 6: ADJUSTMENT OF COMPLAINTS OR GRIEVANCES**

**SECTION 1** Individual employees shall be provided an opportunity to discuss any request or justifiable complaint with their immediate supervisor. Such discussions shall be informal and shall not be considered part of the grievance procedure. The prompt settlement of these problems is desirable in the interest of sound employee-employer relations. To this end, the practice of friendly discussions of problems between employees and their supervisors is encouraged. Wherever possible, such problems should be resolved at the earliest stage of discussion.

**SECTION 2** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

SECTION 3 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement which are controlled by applicable law. In the event that more than one member of the bargaining unit is affected by the same facts or circumstances involving matters other than discipline, the Union may file one grievance for all such bargaining unit members in accordance with the provisions of this Article.

SECTION 4 All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

The Union or the employee may withdraw a grievance at any point, without setting a precedent, by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by Management within the stipulated time limits shall automatically advance to the next step of the Grievance Procedure. Time limits or steps as contained in the grievance procedure may be waived upon mutual consent of both parties.

SECTION 5 All written grievances must contain the information to be considered at the Step 3 meeting:

1. Aggrieved employee's name and signature
2. Date grievance was filed
3. Date and time grievance occurred
4. Description of incident giving rise to grievance
5. Articles and Sections of Agreement violated
6. Remedy requested
7. Union Steward's signature

The Engineer and the Union will develop jointly a grievance form, which shall provide spaces for the information as outlined above. The Union shall have the responsibility for the duplication, distribution and their own accounting of the grievance forms.

SECTION 6 The following steps shall be followed by an employee processing a grievance:

In order for an alleged grievance to receive consideration, the grievance must be identified as such and presented in writing within five (5) working days following the date on which the employee could reasonably be expected to have had knowledge of the incident giving rise to the grievance. In no case, however, shall a grievance be submitted more than fifteen (15) working days following the incident. If the grievance is not filed in a timely manner, it shall be deemed not to have existed.

STEP 1. An employee who has a formal grievance shall inform his steward of the incident giving rise to the grievance. The grievance shall be

reduced to writing and submitted to the employee's immediate supervisor by the employee and/or Union steward in accordance with the terms and conditions of this Agreement. The immediate supervisor shall schedule a meeting or provide an appropriate written answer within (5) working days following the day on which the supervisor was presented the grievance. If a meeting is scheduled, the supervisor shall have five (5) days following the meeting in which to answer the grievance.

STEP 2. If the immediate supervisor is unable to resolve the alleged grievance at Step 1, the employee and/or steward may process the grievance to Step 2 of the procedure. The steward must present the alleged grievance to the next higher level of supervision in writing within five (5) working days following the immediate supervisor's response. This individual shall schedule a meeting or provide an appropriate written answer to the grievance within five (5) working days following the date the grievance was presented at this Step or within five (5) working days following any meeting held at this Step of the procedure.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the employee, with no more than two (2) Union representatives, may take up a grievance with the Engineer and/or his designated representatives within five (5) working days after receiving the Step 2 reply. The Engineer and/or his designated representatives shall schedule a meeting with the aggrieved employee and his representatives within five (5) working days. The Engineer and/or his designated representatives shall investigate and attempt to adjust the matter and shall respond in writing to the grievant and/or Union representatives within five (5) working days following the meeting.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Engineer may request that the grievance be submitted to arbitration. A request that the grievance be submitted to arbitration must be submitted within ten (10) working days following the Engineer's reply to the grievance at Step 3 or the grievance shall be considered resolved.

Upon receipt of a request to arbitrate, either party may submit a request to the Federal Mediation and Conciliation Service requesting a list of arbitrators. The parties shall select a single Arbitrator from the list, in accordance with the applicable rules and procedures of the Federal Mediation and Conciliation, to serve as the Arbitrator. The selection of the Arbitrator shall be made within ten (10) working days following receipt of the list from the Federal Mediation and Conciliation Service.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement;
3. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated;
4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Engineer so long as such a practice, policy, rule or regulations do not conflict with the Agreement.

The decision of the Arbitrator resulting from any arbitration of grievance hereunder, shall be in writing and shall be final and binding. Any cost involved in obtaining the list of arbitrators shall be shared equally by both parties. The cost of the services of the Arbitrator shall be borne equally by the parties.

SECTION 7 If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Engineer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages, from whatever source, and shall not include the assumption an employee would have worked overtime during the period of separation from the Engineer's payroll.

SECTION 8 Employee grievant(s), necessary witnesses and the Local Union President shall not lose any straight-time pay for attendance at arbitration hearings held on the regularly scheduled work time.

SECTION 9 In the event of a monetary award, the Arbitrator shall limit any retroactive pay award to the original date the grievance occurred.

SECTION 10 If neither party requests the FMCS to submit a list within thirty (30) calendar days of the Engineer's receipt of the Union's written intent to proceed to arbitration under this Article, the grievance shall be deemed by the parties to have been resolved consistent with the Engineer's Step 3 written decision and may not, under any circumstances, be taken to arbitration.

**ARTICLE 7: DISCIPLINARY ACTION**

SECTION 1 Disciplinary action shall be only for just and proper cause and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reduction; or (e) discharge from employment.

SECTION 2 The tenure of every employee of the Engineer shall be during good behavior and efficient service and no employee shall be reduced in pay or position, suspended or

removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any section of the Ohio Revised Code or Engineer's policy, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office.

SECTION 3 Whenever the Engineer determines that an employee may be subject to a disciplinary suspension, termination or other discipline which would result in a loss of pay, a predisciplinary hearing shall be scheduled by the Engineer. The affected employee shall be notified in writing of the date, time and place of the hearing at least forty-eight (48) hours in advance and advised as to the nature of the charge(s), citing specific article(s), section(s) and paragraph(s) of the Bargaining Agreement, the Employee Manual or related statute in the alleged violation. A Union representative may represent and accompany the employee at the hearing if so requested; otherwise, no Union Representative may attend. Further, if the employee does not request Union representation, the employee shall not be allowed representation by any other individual and/or organization.

The predisciplinary hearing will be held by a neutral party selected by the Engineer and who shall not be directly related to the charges pending. The employee must attend the hearing unless medically excused by a bona-fide physician statement which details the nature and extent of the incapacitating illness. In the event of such absence, the hearing will still be held and the employee may submit an affidavit in support of his or her position. Absence for bona-fide medical reasons shall not be considered a Waiver of appeal rights.

Prior to the commencement of the predisciplinary hearing, the Engineer or his designated representative and the employee or his or her Union representative shall exchange a list of witnesses known to each other at that time. The panel and/or Administrator shall then explain to the employee the nature of the charge(s) and ask the employee to respond. The employee or Union representative may then present any further testimony, witnesses or documents which would explain and/or justify and/or rebut the employee's alleged conduct. The Engineer or his designee and the employee or his Union representative may cross examine witnesses.

A written report of findings will then be prepared by the panel and/or Administrator and directed to the Engineer who shall decide what, if any, discipline is appropriate. An employee may appeal any disciplinary action taken by filing a grievance at Step 3 within three (3) working days of receipt of the written decision.

SECTION 4 The degree of discipline administered will depend upon the seriousness of the offense and the employee's past record of discipline and performance. Discipline will be applied in a progressive manner in any case involving minor violations.

SECTION 5 New hire probationary employees may not appeal disciplinary actions pursuant to Article 8, Section 4 of the Agreement.

SECTION 6 Verbal and written reprimands will be removed from an employee's personnel file

after fifteen (15) months and suspensions after twenty-four (24) months provided there is no intervening disciplinary actions during that period of time.

SECTION 7 Any employee who has been disciplined shall receive a copy of the action along with the Union President.

**ARTICLE 8: PROBATIONARY PERIOD**

- SECTION 1 Every newly hired employee will be required to serve a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Engineer and shall continue for a period of one hundred and eighty (180) calendar days, excluding time spent on leaves of absence. Any new employee who does not perform satisfactorily during the probationary period will be released from the service of the Engineer without recourse by the Union or the employee to the Grievance and Arbitration Procedure in this Agreement or to any form of concerted action.
- SECTION 2 The probationary period for a newly promoted employee shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of sixty (60) days, excluding time spent on leaves of absence.
- SECTION 3 Probationary newly hired employees may not join the Union until they have satisfactorily completed their new hire probationary period.
- SECTION 4 A newly hired employee may be terminated without right of appeal during the one hundred and eighty (180) calendar day probationary period. A promoted employee who fails to complete the sixty (60) day probationary period may be returned to his or her former classification at any time during this probationary period.
- SECTION 5 Probationary employees shall not be eligible for promotion to any other position until they have successfully completed their probationary period.

**ARTICLE 9: SENIORITY**

- SECTION 1 Bargaining unit seniority is defined as an employee's uninterrupted length of continuous service with the County Engineer in the bargaining unit.
- Classification seniority is defined as the uninterrupted length of continuous service within a classification. An employee shall have no seniority during his probationary period as provided in this Agreement, but upon completion of the probationary period seniority shall be retroactive to the date of hire.
- SECTION 2 An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service following the expiration of the leave.
- SECTION 3 An employee's seniority shall terminate:
1. if the employee quits;
  2. if the employee retires;
  3. If an employee is discharged and not reinstated;
  4. if the employee is laid off for a period of more than twelve (12) consecutive months.

SECTION 4 The employer will provide the Union with two (2) copies of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every six (6) months thereafter if any changes occur, showing the seniority of each employee in the bargaining unit by classification and bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

SECTION 5 The Employer will provide the Local Union and the Ohio Council 8, Athens Regional Office, each six (6) months thereafter if any changes occur, a list of the names and addresses of all bargaining unit employees.

SECTION 6 Whenever seniority is applicable to any terms and conditions contained in this Collective Bargaining Agreement two or more employees' are tied in applicable seniority the following listed seniority shall prevail:

- A. If two or more employees have the same classification seniority, bargaining unit seniority shall prevail.
- B. If two or more employees have the same bargaining unit seniority, the oldest employee by age shall prevail.

#### **ARTICLE 10: HOURS OF WORK**

SECTION 1 The normal work week for all bargaining unit employees, shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day, including the one-half (1/2) hour paid lunch period each day.

In the event the Engineer determines it necessary to change the starting time, and/or quitting time of any shift, and/or schedule of hours, before doing so, he will notify all employees of the bargaining unit by a written notice one (1) week prior to any such change. The Engineer reserves the right to waive the requirement for the one (1) week prior notification during emergency situations.

SECTION 2 Employees will be compensated on the basis of hours which are assigned or approved by the appropriate supervisor and employees will be permitted up to thirty (30) minutes for a paid meal period at a designated lunch area or on the site of the crew operation. The time allotted for the meal period shall generally commence at 11:30 a.m. except when the Superintendent determines that operations in progress would be adversely affected.

#### **ARTICLE 11: EQUAL PAY AND OVERTIME**

SECTION 1 Bargaining Unit employees required by the Engineer or his designated representatives to work in excess of the normal work week of forty (40) hours or the normal work day of eight (8) or ten (10) hours, shall be entitled

to overtime pay for the number of overtime hours worked. All overtime hours shall be paid at the rate of one and one-half (1 1/2) times the employee's regular base hourly rate.

SECTION 2 For the purpose of overtime calculation, all hours in active pay status shall be considered as hours worked during that payroll week. However, payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this agreement.

SECTION 3 Employees may be required to work overtime to accomplish the Scioto County Engineering Department's mission and task as directed by the County Engineer. Any required overtime will be by the reverse seniority method. It is recognized that employees may be excused from working required overtime due to illness or other reasonable and acceptable reasons.

SECTION 4 Employees required to work on any of the holidays recognized by this Agreement, shall receive in addition to their regular days pay for said holiday, one and one-half (1 1/2) times the employee's regular base hourly rate for the number of hours worked.

SECTION 5 The Engineer agrees to post and maintain overtime rosters which will be made available to the Union upon request. When the roster is first initiated, it shall list employees in the appropriate classification by seniority. The roster will indicate the number of overtime hours worked or refused. When overtime is determined necessary, it shall be first offered to the qualified employee within the classification who has the least amount of overtime hours worked or refused except during any bona-fide emergency. During such an emergency, the Engineer or Superintendent shall decide which employees will be called.

SECTION 6 The Union recognizes that, due to emergency situations, distance between job sites, and distance from job site to garage, it may be infeasible to attempt to determine seniority among an entire classification and that overtime may be determined by the seniority of those employees present at the job site.

In addition, as some overtime may require special skills, certain employees possessing those skills may be required to remain on the job. However, the seniority of those individuals possessing those special skills will determine the option of accepting or rejecting the overtime, depending upon the number of employees possessing the skills and the number of employees needed for the job at hand as determined by the Engineer.

It is further understood that some classifications contain more than one job description and different job functions, which will have to be considered in granting of overtime (i.e., if a bridge must be repaired, then the overtime

will be offered to those employees qualified for bridge repair). The Engineer will continue to attempt to equalize overtime as much as reasonably possible.

SECTION 7 Whenever an employee is called to work at times other than his regular shift to work overtime the employee shall receive two (2) hours at the appropriate rate for report-in pay. Should the employee be assigned work after reporting same shall receive a minimum of three (3) hours. All pay shall be at the appropriate rate as determined by Section 1 of this Article.

SECTION 8 In the event of a tree on the road, pipe clean out, high water, cleaning off roads, rock or mud slides or other situations which requires less than two (2) hours of work, but not including salting and sanding of roads, the County Engineer may want to call out Bargaining Unit employees to assist in correcting the problem. The following will apply:

1. The Union shall designate three bargaining unit employees to be on call to respond to these emergencies as needed. The Union will also supply a list of employees or backups who are willing to be called for emergencies in the event the designated employees are unavailable.
2. The employees will be from different parts of the county and will be on call for a period of 30 days.
3. The bargaining unit employee will be picked up by a supervisor at his home and returned to his home or asked to report to the nearest outpost or garage.
4. The designated employee will be required to respond if called.
5. The employee will be paid at the appropriate rate as determined in Section 1 of this Article from the time he is picked up until the time he is dropped off, or from the time he leaves home until the time he returns home, but in no case less than 2 hours.

SECTION 9 Casual, seasonal, part-time or temporary employees will not be used to perform overtime work when bargaining unit employees are available.

**ARTICLE 12: TIME CLOCK/CLEAN UP TIME**

SECTION 1 All bargaining unit employees are required to use the time card-time system or other system developed by the Engineer.

SECTION 2 All employees will be permitted ten (10) minutes clean up time each day in accordance with the Engineer's policy. This section shall not apply when employees are working overtime.

**ARTICLE 13: TEMPORARY ASSIGNMENTS**

SECTION 1 The County Engineer may temporarily assign employees from one job classification to another job classification. A temporary assignment shall not exceed thirty (30) calendar days except:

1. To fill a vacancy caused by an employee being on sick leave or other approved leave of absence.
2. To provide vacation relief scheduling.
3. To fill an opening temporarily pending a permanent filling of such opening.
4. When it is necessary to fill a classification to meet the operational demands of the department.

SECTION 2 If the County Engineer temporarily assigns an employee to another job classification the employee shall:

1. Receive his regular rate of pay if the rate of pay for such other classification is lower than his regular rate. In no case shall an employee be assigned to a higher classification rate for less than two (2) hours. The employee will be paid at the higher classification rate for all hours he actually works in that classification or a minimum of two hours. If the employee works in a higher classification more than half a day he will get paid at the higher classification rate for the entire day.

SECTION 3 When temporary assignments at a higher rate of pay are contemplated, the Engineer agrees to offer the assignment to those qualified employees within the area or crew where the help can be pulled from on the basis of seniority. This Section shall not be applicable during emergencies.

SECTION 4 It is agreed that the employees work assignments shall remain within their respective classifications so far as possible when assigning work for the day (i.e., when laborer is available truck driver won't be assigned laborer work - while laborer, driver's work, etc.).

**ARTICLE 14: JOB POSTING/BIDDING AND TRANSFER PROCEDURE**

SECTION 1 Whenever the Engineer determines that a vacancy exists, the vacant position shall be subject to the posting and bidding procedures set forth herein.

SECTION 2 Whenever the Engineer has determined that a vacancy exists, the Employer shall post at all work locations and deliver to the Union President, a notice of vacancy which shall include the classification, location of the job shift, hours

of work, wage rate, brief description of duties and qualifications. Vacancies will be posted within five (5) days after the Engineer has determined that a vacancy exists for a period of seven (7) calendar days and employees must apply for vacancies by the end of the shift on the seventh (7th) day. Such vacancies will be filled within fifteen (15) days after the close of bidding.

A vacancy will be awarded to an employee applicant who possesses the qualifications for the position as described in the job postings, who has the greatest bargaining unit seniority and can perform the essential functions of the position. Whenever the qualifications of two or more employee applicants are equal, the senior employee shall be awarded the position.

The Engineer retains the right to post any vacancy he has determined to exist as either part-time or full-time.

SECTION 3           The Employer will make every effort to promote senior employees. An employee who is awarded a promotional vacancy will be given a sixty (60) calendar day trial period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the sixty-first (61st) calendar day in the position and the vacant position will then be reposted for bid.

SECTION 4           An employee awarded a position under the provisions of this Article shall receive the starting rate for the new position immediately upon the effective date of his appointment to the new position.

SECTION 5           No employee shall be eligible for promotion under the provisions of this article who has not successfully completed his new hire probationary period.

SECTION 6           Any employee who, after the completion of a probationary period, successfully bids on another classification may not, for a period of twelve (12) months after the bid award, rebid back to the same classification.

Any employee who, after the completion of a probationary period, voluntarily, upon approval of the Engineer, moves to another classification, may not, for a period of twelve (12) months, bid back to the same classification.

SECTION 7           In the Equipment Operator classifications, vacant positions shall be filled in the following manner:

When the Engineer determines a vacancy exists, it shall be posted and filled at the Operator II level. If there are no qualified bidders for the higher classification the Engineer shall then post the position at the lower classification and pay level and fill it in accordance with the language in this Article. Once a position has been filled in the lower classification and pay

level the employee awarded the position shall then be eligible to be promoted to the highest classification once the Engineer determines he/she has demonstrated the necessary skills of the higher classification. The Engineer shall make every attempt to train the employee for the highest classification.

**ARTICLE 15: LAYOFF**

SECTION 1. Notice of Reduction. The Employer will notify the Union and all affected bargaining unit employees at least fourteen (14) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list.

SECTION 2. Reduction. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented within a classification series:

1. All of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees shall, in that order, be terminated or laid off as the case may be within the classification series.
2. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of classification seniority of the remaining employees in the classification of layoff.

SECTION 3. Bumping Rights. An employee with bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his bargaining unit seniority to bump the employee with the least bargaining unit seniority in 1) the classification of layoff, 2) any similarly rated classification in the bargaining unit, or 3) any lower rated classification within the bargaining unit for which the bumping employee is qualified to perform the work.

Employees who bump into a similarly rated or lower rated classification under the foregoing procedure shall be deemed for layoff purposes only, to have classification seniority in the classification into which he bumps, equal to his bargaining unit seniority.

Any employee displaced from his classification under procedures set forth in this article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within fourteen (14) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping

rights.

SECTION 4 In the event of contracting out or subcontracting out, no employee shall be laid off or take a reduction in pay as a direct result thereof. The engineer agrees that during a period of layoff wherein employees have recall rights, no regular work of bargaining unit employees will be contracted or subcontracted out providing such employees possess the requisite specialized, professional, technical or other skills required to do the work.

**ARTICLE 16: BUMPING RIGHTS**

SECTION 1 Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their classification seniority (most classification senior recalled first) or 2) thereafter occur in other similarly or lower rated classifications within the employer's bargaining unit work force for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of displacement.

SECTION 2 Retention. Employees who exercise bumping rights within classification or to similarly rated classifications will retain their rate of pay. Employees who bump into a lower rated classification will be paid at the wage level of the classification into which he bumps.

SECTION 3 Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within fourteen (14) calendar days after receipt of recall notice at the last known address or from the return of the unclaimed or refused certified mail notice shall constitute a forfeiture of an employee's right to recall.

SECTION 4 Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due to such employees within fourteen (14) days of their last date of employment.

**ARTICLE 17: PAID LEAVES OF ABSENCE**

## SECTION 1

### Sick Leave

- A. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, for a maximum of fifteen (15) days per year, which shall not include unpaid leaves of absence or layoff. An employee may accumulate his unused sick leave without limit.
- B. Evidence Required for Sick Leave. The Engineer shall require an employee to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification or failure to provide either a written signed statement or a physician's certificate shall be grounds for disciplinary action. The standard written statement shall mean compliance with the Engineer's "Application for Use of Sick Leave" which shall be submitted to the supervisor/department head for recommendation to the Engineer for approval or disapproval. The written statement and the physician's certificate, if required, must be submitted within three (3) days after the employee's return to work but no later than by the end of the pay period in which the sick leave was used. Employees shall not be paid sick leave until they have submitted the above application and/or certificate and it has been approved by the Engineer.
- C. Physician's Statement. If an employee's absence due to his or her immediate family's illness or injury exceeds two (2) consecutive working days, the employee is required to obtain a certificate stating the nature of the illness from a licensed physician to justify the use of sick leave. Anytime medical attention is required while on sick leave, the employee shall obtain a certificate stating the nature of the illness from his physician.
- D. Retention of Sick Leave. Any employee who transfers from another public agency or is reinstated or reemployed in the County Engineer's Department, retains his sick leave balance, provided the time between separation and reappointment does not exceed ten (10) years.
- E. Uses of Sick Leave. Sick leave shall be granted to an employee only upon approval of the County Engineer and for the following reasons:
  - 1) Illness or injury of the employee or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the County Engineer may credit sick leave when he believes it justified, but such cases will be carefully investigated.)
  - 2) Death of a member of his immediate family. (Sick leave

usage limited to five (5) working days.)

- 3) Medical, dental or optical examination or treatment of employee or member of his immediate family. A certificate from a licensed physician, dentist or optometrist verifying the appointment is required.
- 4) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- 5) Pregnancy and/or childbirth and other conditions related thereto.

\*\*Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).\*\*

- F. Incentive. An employee who does not use sick leave for items listed in Section E 1, 4 and 5 for a period of twelve months shall be credited with two (2) personal days not deducted from any leaves to be used during the next twelve (12) month period to be used in units of 1/2 days. The 12 month period shall begin January 1 of each year.
- G. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (1/2) hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 1) A sick leave of four (4) hours or its equivalent (1/2 day) is acceptable with twenty-four (24) hours prior notice to the department supervisor for morning or afternoon appointments with doctor, dentist, etc., when such appointments cannot be scheduled during non-working hours.
  - 2) Employees returning on the same day from morning sick leave, who cannot reach their assigned work station via county transportation from their reporting station shall remain on sick leave until arrangements can be made to transport the employee to the work site.

- H. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, prior to the time he is scheduled to report to work on each day of absence, unless the employee made other arrangements with his supervisor. Any employee failing to report his absence for the entire day or who continually fails to report his absence timely, shall be considered absent without leave and subject to disciplinary action.
- I. Expiration of Sick Leave. If illness or disability continues past the time covered by earned sick leave, the employee may be granted either a leave of absence or a disability leave in accordance with Article 18 of this Agreement.
- J. Physical Examination. The Engineer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or on disability leave. The cost of such examinations shall be paid by the Engineer.
- K. Engineer's Policy for Control of Absenteeism. Attendance control is a responsibility of supervision. No payments shall be made unless the absence is properly reported and fully justified. It is particularly important to scrutinize absences of persons who show a "pattern" of poor attendance. Except where there are known mitigating circumstances, more than four (4) separate absences a year will be considered such a pattern. When it is determined by supervision that an employee has shown a "pattern" of poor attendance he will thereafter be required to submit a certificate from a licensed physician stating the nature of the illness or injury on each occasion he reports off sick. Sickness, disease, or disability caused by irrational habits, immoral conduct, or an outside job will not be paid for.

Employees failing to comply with sick leave rules and regulations shall not be paid and appropriate disciplinary action will be given in accordance with this Agreement. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. The Engineer may initiate investigations when an employee is suspected of abusing sick leave privileges.

- L. Sick Leave Conversion Upon Retirement. An employee, upon retirement under the provisions of the Public Employees' Retirement Act from active service with the Engineer's Department, may elect to be paid in cash for one-fourth (1/4) of the value of his accrued but unused sick leave credit, if the employee has had ten (10) or more years of service. Such payments shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this

basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The maximum payment which may be made under this section shall be for one-fourth (1/4) of one hundred twenty (120) days which equals the value of thirty (30) days of accrued but unused sick leave. This section shall also apply in the event of death of an employee to be paid to the employee's estate or the surviving spouse.

## SECTION 2

### Jury and Witness Duty

- A. The Engineer shall grant a paid leave of absence, at the employee's normal hourly rate, when an employee is subpoenaed for any court of jury duty by the United States, the State of Ohio, or a political subdivision and required to serve in such capacity during the employee's normal working hours. All compensation received for court of jury duty is to be remitted by the employee to the Engineer unless such duty is performed totally outside the employee's normal working hours. Employees shall retain any fees collected for travel mileage. An employee released from court or jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours.
- B. Employees will honor any subpoena issued to them including those for Workers' Compensation, Unemployment Compensation, and Board of Review hearings.
- C. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matter, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

## SECTION 3

### Funeral Leave

- A. An employee will be granted up to five (5) days sick leave as required to attend the funeral, make necessary funeral arrangements or to take care of related matters, in the event of a death of employee's spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, mother-in-law, son-in-law, daughter-in-law, father-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).
- B. The employee shall be required to make application for this use of sick leave and report his absence in the same manner as required for the use of sick leave under Section 1 of this Article and in compliance with the regulations contained therein.

**ARTICLE 18: UNPAID LEAVE OF ABSENCE**

**SECTION 1. Disability Leave**

- A. When an employee becomes physically incapacitated for the performance of the duties of his position, he may request a "Disability Leave" provided his disability continues beyond his accumulated sick leave rights and provided the procedures established in this section are followed.
- B. The Engineer may require supporting medical evidence from a licensed physician to justify the need for disability leave. If the employee is hospitalized or institutionalized upon expiration of accumulated sick leave rights, the disability leave will be given without examination. An employee who has been given a disability leave shall have the right to be reinstated to the same or similar position as he held at the time of his leave within thirty (30) days after written application for reinstatement and after passing an examination made by a licensed physician showing that he has recovered from such disability.
- C. Disability leave will be granted for a maximum period of six (6) months but may be renewed for additional six (6) month periods upon submission of an application to the Engineer requesting such extension and accompanied by supporting medical evidence from a licensed physician. The cost of any medical examinations as required by this section shall be paid by the employee. An employee who is injured on the job and is receiving Temporary Total Workmen's Compensation payments may remain on Disability Leave for the duration of his temporary total disability.

**SECTION 2. Military Leave**

All employees shall be granted a leave of absence for military duty in accordance with Federal and State Law.

**SECTION 3 Union Leave**

At the request of the Union, a leave of absence without pay may be granted to any employee required to attend a Union Convention or meeting on behalf of the Union provided such leave does not disrupt the work programs of the Engineer's Department. Employees will be permitted vacation or compensatory time for a total of five (5) working days in the course of a calendar year, January 1st through December 31st. No more than two (2) employees will be permitted to take union leave at one time.

SECTION 4

Educational Leave

An employee may be granted a leave of absence without pay for purposes of education, training or specialized experience which would be of benefit to the operation of the County Engineer by improved performance.

SECTION 5

Personal Leave

For those employees who have completed their probationary period, personal leaves of absence may be granted for good cause as determined by the Engineer, for a period not to exceed ninety (90) calendar days.

**ARTICLE 19: APPLICATION FOR LEAVE OF ABSENCE**

**SECTION 1 Authorization for Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion. The Engineer, or other designated representative, shall decide in each individual case if a leave of absence is to be granted, within the limitations of the appropriate DAS Rules, the Ohio Revised Code, Personnel Procedures Memos and this Agreement.

**SECTION 2 Application For Leave**

All leaves of absence without pay, and any extensions thereof, must be applied for in writing to the County Engineer at least ten working days in advance of the date on which the leave is requested to begin. A leave of absence shall be requested and authorized on a form designated by the Engineer. Notification of the approval or denial of the requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

**SECTION 3 Sick Leave Credit and Vacation Credit**

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for the purposes where tenure is a factor.

**SECTION 4 Reinstatement From Leave**

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Engineer.

**SECTION 5 Failure to Return From Leave of Absence**

An employee who fails to return to duty after a leave of absence shall be considered absent without leave and subject to disciplinary action. However, an employee who fails to return to duty within three (3) days of the completion of a leave of absence, without explanation to the Engineer, will be considered absent without leave and dismissed for neglect of duty.

**SECTION 6 Absence Without Leave**

Any employee of the Engineer who at any time absents himself from duty

habitually, or for three (3) or more successive duty days, without leave and without notice to the Engineer of the reason for such absence shall be subject to disciplinary action including dismissal.

SECTION 7

Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee shall also be subject to disciplinary action for falsification of his request for the leave of absence.

**ARTICLE 20: VACATION**

SECTION 1

Full time employees of the County Engineer, after completion of one (1) full year of service, earn vacation leave hours according to their number of years of public service in Ohio as follows:

<u>No. of Years in Service</u>	<u>Hours of Vacation Earned Bi-Weekly</u>	<u>Hours Earned of Vacation Yearly</u>	<u>Maximum Accumulation</u>
1 – 8	3.1	80	240 hours (3 years)
8 – 15	4.6	120	360 hours (3 years)
15 – 25	6.2	160	480 hours (3 years)
25 or more	7.7	200	600 hours (3 years)

It must be noted here that vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave, and part-time employees will not be credited with any vacation while in that status. When a full time employee works less than the normal schedule in a given pay period, partial vacation credit will be given; i.e., if the standard work week is forty (40) hours, and he/she works only forty (40) hours during the pay period, he or she would be credited one-half (1/2) of 3.1 hours, or 1.6 hours, unless he or she were on vacation or sick leave during the period not worked. Vacation is accumulated while in either of these statuses.

SECTION 2

Any service with the State or any of its political subdivisions counts toward the number of years of service in determining the amount of vacation an employee is entitled to. Time spent on authorized leave of absence (including military) also counts. However, no vacation is earned while an employee is on leave without pay.

When an employee resigns from the County Engineer's Department, he is entitled to payment for any earned but unused vacation.

**SECTION 3**

Seniority within a job classification in a department or work section determines employee vacation schedules, subject to the approval of the department or work section supervisor. Employees are expected to take vacation each year, in amounts equal to the credit earned for a period of one (1) year. An employee may carry over earned vacation time for a period not to exceed three (3) years from the employee's anniversary date. In the event the County Engineer prevents an employee from taking vacation within the prescribed period he will extend enough time to allow the employee to take his vacation.

**ARTICLE 21: HOLIDAYS**

**SECTION 1.**

Full time employees of the County Engineer are entitled to a full day's pay for each holiday. If the holiday falls on Saturday, it will be observed on Friday; if it falls on Sunday, it will be observed on Monday. Holiday pay will not be given while an employee is on leave of absence; it will be given while an employee is on sick leave or vacation. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

**SECTION 2.**

Holidays shall occur on the days specified as follows:

January 1	NEW YEAR 'S DAY
3rd Monday in January	MARTIN LUTHER KING DAY
3rd Monday in February	WASHINGTON-LINCOLN DAY
Friday before Easter Sunday	GOOD FRIDAY
Last Monday in May	MEMORIAL DAY
July 4	INDEPENDENCE DAY
1 <sup>st</sup> Monday in September	LABOR DAY
2nd Monday in October	COLUMBUS DAY
November 11	VETERAN'S DAY
4th Thursday in November	THANKSGIVING DAY
	DAY AFTER THANKSGIVING
December 25	CHRISTMAS DAY

**ARTICLE 22: BULLETIN BOARDS**

**SECTION 1.**

The Engineer agrees to provide one (1) bulletin board in an agreed upon area of the facility for use by the Union.

**SECTION 2**

All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during

non-work times and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Engineer's prior approval:

- A. Union recreational and social affairs
- B. Notice of Union Meetings
- C. Union appointments
- D. Notice of Union elections
- E. Results of Union elections
- F. Reports of standing committees and independent arms of the Union
- G. Publications, rulings or policies of the Union
- H. Items of public record

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

- A. Personal attacks upon any other member or any other employee
- B. Scandalous or derogatory attacks upon the administration or any county officials
- C. Attacks on and/or favorable comments regarding a candidate for public office.

**ARTICLE 23: CREW SIZE**

SECTION 1 The Engineer agrees to schedule two (2) employees for each truck during snow removal operations and hours of darkness within reason. During normal operations, the crew size shall be determined by the Engineer or his designated representatives who will consider the health and safety of the employees and the operational demands of the Department in making his decision.

**ARTICLE 24: ASSIGNMENT OF EQUIPMENT AND WORK**

SECTION 1 Supervisors shall have exclusive control of assigning trucks and equipment to bargaining unit employees under such general rules, regulations and

procedures as the Engineer prescribes. Whenever possible, the same trucks and equipment will be assigned to the same drivers and operators.

**ARTICLE 25: SUPERVISORY WORK**

SECTION 1 Supervisors shall not be assigned to perform work normally assigned to only bargaining unit classifications.

SECTION 2 Supervisors shall not perform overtime work which is normally performed by the employees in the bargaining unit with the following exceptions:

- A. In cases of emergency when bargaining unit employees are absent.
- B. In cases where the supervisor is required to investigate a complaint and it is determined not necessary to call out a crew.
- C. When the supervisor is on the job site supervising a work crew.
- D. If an adequate number of bargaining unit employees cannot otherwise be obtained.

**ARTICLE 26: SEVERABILITY**

SECTION 1 This Agreement is subject to all applicable laws. In the event any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 2 The Engineer and the Union agree to meet within thirty (30) days following notification by either party that any provision of the Agreement has been determined unlawful, for the purpose of negotiating a lawful alternative provision on the subject matter.

**ARTICLE 27: RIGHTS OF THE SCIOTO COUNTY ENGINEER**

SECTION 1 Except as otherwise modified by this Agreement, it is agreed by the parties that this Agreement does not delegate, surrender or abridge any of the statutory rights of the Scioto County Engineer.

SECTION 2 Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The Engineer shall retain the right and the authority, whether exercised or not, to administer the business of his departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized

that the Engineer has and will retain the full right and responsibility to direct the operations of his department, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct his employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons or to abolish positions or classifications;
- E. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Department's budget and uses thereof;
- I. To maintain the security records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of operations;
- L. To exercise complete control and discretion over department organization and the technology of performing the work required;
- M. To set standards of service and determine the procedures and standards of selection for employment.

**ARTICLE 28: NO STRIKE/NO LOCKOUT**

SECTION 1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievance, the Engineer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Scioto County.

SECTION 2 It is understood and agreed that the services performed by the County Engineer employees included in this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other concerted interruption of operations or services of the Engineer by its members or employees of the bargaining unit. When the Engineer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately publicly denounce, disclaim approval and conspicuously post a written notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall also instruct all employees to immediately return to work.

SECTION 3 Should the Union fail to post the required notice and publicly denounce and disclaim approval of the violation, the Employer shall have the option of canceling any Article, Section, or subsection of this Agreement. Any employee who participates in such strike activities as previously outlined, shall be subject to appropriate disciplinary action. Neither party shall negotiate upon the merits of the dispute involved until such time as the action is terminated and normal operations have been resumed.

SECTION 4 The Engineer agrees that neither it, its officers, agent or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members are in violation of Section 2 of this Article.

**ARTICLE 29: CHANGE OF ADDRESS AND PHONE NUMBER**

SECTION 1 It is the employee's responsibility to notify the Personnel Office and his supervisor of any change in address and/or telephone status. The Personnel Office will insure that the changes are made on the Employee's records.

SECTION 2 Because of the nature of work it is recognized that the Employer must have a means of contacting the employees for call out or overtime work. The Union and Engineer encourages all employees to have a telephone in order for the employer to contact the employees for callouts and overtime.

It is agreed that should an employee not have a telephone temporarily and who doesn't respond for emergency callouts because of no telephone, that

employee will have no recourse to the grievance procedure.

**ARTICLE 30: POLICIES AND RULES**

SECTION 1 The Union recognizes that the Engineer or his designees, in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, and to amend such rules, policies and procedures as necessary, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Engineer's services and programs.

SECTION 2 Any employee violating these rules, policies or procedures shall be subject to disciplinary action which shall be issued in accordance with Article 7 of this Agreement.

SECTION 3 Before instituting any new work rule or changing any existing work rule, the Engineer will provide the Union with a written copy of the proposed new or amended work rule at least seven (7) calendar days prior to its implementation except in the case of an emergency.

SECTION 4 The Union shall have the right to challenge any work rule, which it feels is in violation of the Agreement.

**ARTICLE 31: HEALTH AND SAFETY**

SECTION 1 The County Engineer shall provide safe working conditions, tools, equipment and work methods for the employees covered in this Agreement, the parties also recognize and agree to abide by all laws pertaining to the same. The General Maintenance Superintendent and Road and Bridge Supervisors must correct unsafe conditions as soon as possible and work with the Department Heads and Crew Leaders to ensure that all safety rules and proper working methods are used by the employees.

SECTION 2 It shall be the duty of all employees covered in this Agreement to use and maintain the safety equipment provided by the Engineer and to follow all safety rules and safe working methods recommended for their safety.

SECTION 3 A joint Employer-Union Health and Safety Committee shall be established. The Union shall select one (1) member representative to serve on the Committee along with one (1) non-member representative selected by the County Engineer. The Committee will meet not more frequently than monthly at a mutually satisfactory time to consider health and safety matters relating to employees and will submit all recommendations in writing to the County Engineer or his designated Health and Safety Representative.

The Union representative serving on the Committee will receive his or her

regular rate of pay for time spent in the meetings if held during his or her regularly scheduled hours of employment.

SECTION 4 First aid equipment shall be made available to foremen of crews at the beginning of each work day who shall return same in a reasonable condition at the end of each work day.

SECTION 5 The Engineer agrees to reimburse employees for prescription glasses broken in the course of their employment so long as such breakage is not occasioned by the negligence of the employee and pursuant to the following conditions:

- A. Not more than one (1) pair of glasses per employee per contract term shall be eligible.
- B. Reimbursement shall not exceed one hundred dollars (\$100.00).
- C. Employees must execute and sign a written statement as to the facts surrounding the loss.
- D. This section shall not be applicable if full reimbursement is received from Workmen's Compensation.

**ARTICLE 32: HEALTH INSURANCE**

SECTION 1 The Engineer will provide hospitalization coverage through the County health insurance program at the same or substantially similar benefit levels as in effect at the signing of this Agreement. The Engineer and the employee shall share in the cost of the coverage.

- A. The employee's share shall be as follows:
  - Family coverage: \$60.55 per month
  - Single coverage: \$30.43 per month
- B. The Engineer will pay the remainder of the health insurance premium due on a monthly basis for each employee for the type of plan they are enrolled.

SECTION 2.

- A. The County reserves the right to remain self-insured or to change to a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such provider is substantially the same as currently available to employees. The County will not be responsible for changes unilaterally imposed by the insurance provider in benefits, co-payments provisions or deductibles so long as the County uses its best efforts to minimize all changes in advance of the effective day.
- B. The county reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but not be limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations and mandatory out-patient elective surgery for designated surgical procedures.
- C. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions concerning these policies or plans. Any questions or disputes concerning these policies or plans or benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the County or Engineer. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the County or any member or dependent of a member of the Bargaining Unit.

SECTION 3.

Effective December 1, 2011 any full time bargaining unit employee of the County Engineer's Department who declines coverage in their individual name under the County Health Insurance Plan for twelve (12) consecutive months (January 1 through December 31) will be compensated in the amount of \$1200.00 (twelve hundred dollars) plus an additional two hundred (\$200) for each additional employee meeting the stipulations of this plan on the first payroll after the completion of the initial twelve (12) months and for each succeeding twelve (12) month period (January 1 through December 31) that the employee declines coverage in their individual name under the County Health Insurance Plan. Under no circumstances shall total compensation exceed the limits established in the Ohio Revised Code 305.171 (G).

To qualify the employee must meet the following stipulations:

- a. must be off the County Health Insurance for 12 (twelve) consecutive months (January 1, through December 31)
- b. must apply in writing and bring in proof of Insurance to Personnel Office

- c. must be a full time bargaining unit member and in active pay status for the qualifying twelve (12) month period
- d. there will be no partial payments for part of a year

**ARTICLE 33: AFSCME CARE PLAN**

SECTION 1. Effective December 1, 2004, the Engineer agrees to contribute \$68.75 per month per each full-time bargaining unit employee during the term of this Agreement, who has completed their new-hire probationary period to the Ohio AFSCME Care Plan for the following: Life Insurance, Drug, Hearing, Vision, Dental II-A and Legal Plan Benefits.

**ARTICLE 34: WAIVER IN CASE OF EMERGENCY**

SECTION 1 In cases of emergency publicly declared in the media by the President of the United States, the Governor of the State of Ohio, the Board of Scioto County Commissioners, the Federal or State Legislature or the Scioto County Engineer, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

SECTION 2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 35: REPRESENTATION, CONSULTATION AND PROVIDING INFORMATION**

SECTION 1 The County Engineer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the employer's facilities and sites during working hours upon reasonable advance notice to the County Engineer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and attend other meetings that are agreed upon. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized herein. The County Engineer reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer or representative where

safety requirements do not permit unlimited access to the facilities or sites.

SECTION 2 The Engineer agrees to make information, directly affecting employees of the bargaining unit, available to the Union upon request provided such information is not confidential.

SECTION 3 Meetings held by the bargaining unit will be permitted on county property, subject to prior approval of the Engineer, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of participants on the day in question.

**ARTICLE 36: OPERATOR/COMMERCIAL DRIVERS LICENSE**

SECTION 1 Employees whose positions require a valid State of Ohio Commercial Drivers License are required to possess such license with proper and necessary endorsements. All new employees are required to hold a Valid Commercial Driver's License as a condition of employment.

SECTION 2 Employees who do not possess the required CDL with endorsements will not be permitted to operate the equipment which requires the same.

SECTION 3 An employee who loses his driving rights for a period of time due to violation of law, will be moved to the position of Highway Worker 1 and be paid the rate of the position he is assigned. The Engineer will not post this position for a period of thirty (30) calendar days.

**ARTICLE 37 EMPLOYEE ASSISTANCE PROGRAM  
POLICY STATEMENT**

Scioto County Engineer's Department and AFSCME Local 1354 believe that it is in the best interests of the Department, the employees, the employees' families and the community to provide a service which would assist the employee with drug and/or alcohol problems and concerns.

This program is a confidential, voluntary program, available to all employees for the purpose of resolving drug and/or alcohol related concerns that adversely affect an employee's personal and work life.

The parties recognize that drug and alcohol problems can be successfully treated provided they are identified and referred to an appropriate resource for assistance.

In many instances, the employees will overcome such personal problems independently. In other instances, normal labor or Management assistance will serve as guidance in resolving such problems so the employee's work standard will return to an acceptable level. In some cases, however, neither the effort of the employee, labor nor Management will have the desired effect of resolving the employee's drug or alcohol problems and declining work performance. In other cases,

an employee may not wish to simply participate in this Employee Assistance Program. In these situations, normal disciplinary procedures will be followed. However, employees will be made aware of the Employee Assistance Program and be encouraged to use it.

Employees who believe they may have drug or alcohol problems which could have a detrimental effect on their work performance or general life-styles, are encouraged to voluntarily seek information concerning the Employee Assistance Program through EAP Representative(s) selected from Management and labor. Employees and supervisors are also encouraged to refer individuals who they sincerely believe have a problem with drugs or alcohol.

Employees who seek assistance are assured of complete confidentiality as required by law. The only exceptions are situations involving harm to self, harm to others specifically and child and/or elderly endangering. E.A.P. records will not become part of employee personnel files and shall be disposed of after one year, and will not be released without written permission of the employee.

It is the desire of both the Employer and the Union that employees who may be having drug or alcohol problems that affect work performance, avail themselves of the E.A.P. Supervisors, before or at the time of disciplining an employee for work performance or attendance problems, which are in connection with drug or alcohol problems, shall make an employee aware of the Employee Assistance Program.

All situations brought to the E.A.P. will be referred to and handled by the Employee Assistance Representative(s) whenever necessary, through and with established community resources.

When requested, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for other health problems under the provisions outlined in the Collective Bargaining Agreement.

The decision to seek assistance is the responsibility of the employee and will not be detrimental to job security, advancement, transfers or promotions.

The employee will be responsible for voluntarily complying in the diagnosis of his/her problem and in cooperating in following the recommendations of the assessment or counseling agent.

Participants in this program will be expected to meet existing job performance standards and established work rules within the framework of existing policies.

Nothing in this policy or applicable program may be used to determine or alter any section of the Labor Agreement.

## PROCEDURE

### HOW TO ACCESS THIS PROGRAM:

- A) Self referral: A person may seek help by contacting an employee representative directly or by contacting a counseling center or other appropriate resource/rehabilitation facility.

- B. Peer-referral: An individual who is concerned about a co-worker should seek the assistance of our Employee Assistance Representative.
- C. Supervisory-referral: In those cases where a supervisor suspects a problem he shall recommend to the employee that he make contact with an Employee Assistance Representative.
- D. Union-referral: A Union representative who is concerned for a co-worker will direct or assist that person in obtaining services through his Employee Assistance Program.

HOW THE PROGRAM WORKS:

- A) A committee of concern, composed of representatives for Management and the Union, has been involved in the development of the E.A.P. and will continue to oversee the effectiveness of the program.
- B) A representative of both Union and Management shall be designated as the liaisons with various counseling and other resource/rehabilitation centers. Such representatives shall also make available relevant information regarding various programs, costs and insurance coverage and are also available to answer any questions.
- C) Referrals are made to the E.A.P. representative.
- D) Private and confidential information and referral or assessment is made of the situation as to what is available. Suggestion can be made for a more detailed assessment such as counseling with a physician, a chemical dependency treatment center, a psychologist, etc.
- E) At each step in the program, the objective is to assist the individual in the identification and resolution of concerns. To accomplish this objective, the individual must be satisfied and comfortable with this program at every level. Special effort will be made to insure that the experience is a positive one.

**ARTICLE 38: WAGE RATES**

The following straight time hourly rates shall be applied to the Bargaining Unit Classification listed below:

CLASSIFICATION	** HOURLY RATES				
	<u>12/1/08</u>	<u>2/14/10</u>	<u>12/1/10</u>	<u>12/1/11</u>	
12/1/12 Equipment Operator 1	\$15.71	\$16.31	\$16.41	\$16.51	
\$16.61 Equipment Operator 2	\$16.00	\$16.60	\$16.70	\$16.80	\$16.90

Highway Maintenance Crew leader	\$15.76	\$16.36	\$16.46	\$16.56	\$16.66
Highway Maintenance Worker 1	\$15.15	\$15.75	\$15.85		\$15.95
\$16.05					
Highway Maintenance Worker 2	\$15.40	\$16.00	\$16.10		\$16.20
\$16.30					
Mechanic 1	\$16.03	\$16.63	\$16.73	\$16.83	\$16.93
Mechanic 2	\$16.20	\$16.80	\$16.90	\$17.00	\$17.10
Sign Maintenance Worker	\$15.40	\$16.00	\$16.10	\$16.20	\$16.30
Welder	\$15.87	\$16.47	\$16.57	\$16.67	\$16.77

\*The crew leader permanently assigned to the bridge crew shall receive an additional twenty-five (\$.25) cents per hour premium pay for all hours worked on active pay status. The Paint Crew-Crew leader shall receive an additional fifteen (\$.15) cents per hour. No other individual will receive this premium rate if the bridge crew leader or the paint crew- crew leader is not at work. All other employees of the bridge crew will receive Highway Maintenance Worker 2 rate. Employees assigned to do work around a bridge to finish up the earthwork, guardrail, paving and miscellaneous work will receive their regular rate of pay.

**ARTICLE 39: DURATION OF AGREEMENT**

SECTION 1 This Agreement shall be effective December 1, 2012 and shall remain in full force and effect until 12:00 Midnight, November 30, 2013 unless otherwise terminated as provided herein. The Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party of its desire to modify, amend or terminate this Agreement. Written notice of such intent shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving such notice of intent.

SECTION 2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SECTION 3 The parties agree that the Ohio Revised Code generally and in particular Chapter 124 of the Ohio Revised Code shall not be applicable to any Article or Section of this Agreement except as specifically referenced and authorized.

Signed this 9<sup>th</sup> day of November, 2012.

**FOR THE SCIOTO COUNTY ENGINEER**

Craig Opperman 11/6/12  
Craig Opperman, Engineer Date

Debbie S. Lang 11/6/2012  
Debbie S. Lang, Committee Member Date

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1354**

Jerry S Huffstetler 11-2-12  
Jerry Huffstetler, President Date  
AFSCME, Local 1354

Matt Kittles 11-1-12  
Matt Kittles, Vice President Date  
AFSCME, Local 1354

**APPROVED AS TO CONTENT:**

Robert W. Cross 11-6-12  
Robert W. Cross, Mgmt Consultant Date  
Cross Management Consulting Services, Inc.

Ray Mills 11-1-12  
Ray Mills, Recording Secretary Date  
AFSCME, Local 1354

H. Patrick Perry 11-1-12  
H. Patrick Perry, Secretary/Treasurer Date  
AFSCME, Local 1354

Sandra Shonborn 11-19-12  
Sandra Shonborn, Staff Representative Date  
AFSCME

**FOR THE SCIOTO COUNTY COMMISSIONERS**

[Signature] 11-8-12  
County Commissioner Date

[Signature] 11-8-12  
County Commissioner Date

County Commissioner Date

**Approved As To Form:**

[Signature]  
Scioto County Prosecutor

10-23-2012  
Date

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of:

AFSCME, Ohio Council 8  
Local #1354

*Employee Organization*

-and-

Scioto County Engineer's Office

*Employer*

Case No.: 2012-MED-09-0812

**FILING OF COLLECTIVE BARGAINING AGREEMENT**

The Scioto County Engineer's Office, pursuant to Board Rule 4117-9-07, hereby files a copy of the Collective Bargaining Agreement entered into between the Employer and the Employee Organization in the above referenced case.

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Robert W. Cross, Employer Representative  
Cross Management Consulting Services, Inc.  
631 7<sup>th</sup> Street  
Portsmouth, Ohio 45662  
(740) 351-0097