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THE GUERNSEY COUNTY ENGINEER

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 4320

EXPIRES SEPTEMBER 1, 2018

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PREAMBLE/PURPOSE

This Agreement, entered into by the Guernsey County Engineer, Cambridge, Ohio, hereinafter referred to as the "Engineer", and the Communications Workers of America, hereinafter referred to as the "Union", has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship; to assure the effectiveness of service; to promote improved work performance; and to maintain efficiency and economy in the providing of services and programs.
- B. To provide for peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those wages and benefits compatible with the financial resources and goals and objectives of the Engineer.
- D. To record in written form the requirements set forth in Chapter 4117 of the Ohio Revised Code.
- E. To define the negotiated wages, benefits, and conditions of employment for bargaining unit employees.

ARTICLE 1 - RECOGNITION/DEFINITIONS

- A. The Engineer hereby recognizes the Union as sole and exclusive representative for the employees included in the bargaining unit. The bargaining unit includes all full-time and regular part-time employees in the following classifications:

Employees Hired Before 9-1-13

Mechanic Operator A
Sign Coordinator Serviceman Operator
B Bridge Worker 2
Bridge Worker 1 Truck Driver Laborer

Employees Hired Before 9-1-13

Mechanic
Highway Worker
1/Operator A Sign
Coordinator
Serviceman
Highway Worker
2/Operator B Highway
Worker 2/Bridge
Worker 2 Highway
Worker 2/Bridge
Worker 1 Highway
Worker 2/Truck Driver
Laborer

Employees Hired After 9-1-12

Mechanic
Highway Worker 1 (OA) Sign
Coordinator Serviceman
Highway Worker 2 (OB, BW 1 & 2, TD)

- B. Excluded from the bargaining unit are the County Engineer, General Superintendent, Assistant Superintendent, Administrative Assistant, Cambridge Foreman, Bridge Foreman, Outpost Foreman, Administrative Secretary, and all other management level, supervisory, confidential and seasonal and casual employees as defined in Chapter 4117 of the Ohio Revised Code.
- C. Within ten (10) days of the establishment of any new classification after the effective date of this agreement, it is agreed that the Engineer and the Union will meet for the purpose of discussing the appropriateness of these new positions for bargaining unit inclusion.
- D. Except as provided for in O. R. C. Section 4117.07 © (6), recognition of the Union as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided in sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code.
- E. Both parties agree that all employees in the bargaining unit have the right to join, participate in or assist the Union and the right to refrain from joining, participating or assisting the Union without intimidation or coercion.
- F. Definitions:
 - 1. Bargaining unit means the employees, both full time and regular part-time in the classification and employee status pursuant to Article 2 of this agreement.
 - 2. Employer means the Engineer of Guernsey County.
 - 3. Union means the Communication Workers of America, AFL-CIO, Local 4320, the labor organization, which is recognized as the exclusive bargaining representative of the employees in the bargaining unit.
 - 4. Full time employee is an employee whose regular hours of duty total forty (40) hours per week; or those hours per week which make up the standard work week considered full time, which may be less than forty (40) hours per week.
 - 5. Regular Part-time employee is an employee whose regular hours are less than those hours per week which make up the standard work week considered full-time.

ARTICLE 2 • UNION SECURITY

- A.
 - 1. The Engineer, pursuant to O.R.C. Section 4117.09(8) (2), shall deduct periodic dues, initiation fees, and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted (calculated by 2.25 hrs. per month of the employee's wage) to the Auditor's payroll clerk at least two weeks prior to the payday at which it is to take effect. The deduction shall continue until the employee revokes it in writing.
 - 2. The Union agrees to reimburse any employee for the amount of any dues deducted by the Engineer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to hold the Engineer harmless from all claims of excessive or improper dues deduction. Errors in the withholding, processing or payment of dues or fair share fees shall be collected from the employee for whom dues are owed and not from the Engineer.
 - 3. Any monies deducted pursuant to (F) (1) above, shall be collected and paid to the Union promptly after they are deducted.
- B. Agency Fee
 - 1. Each person in the bargaining unit who is not a member of the Union shall, after sixty (60) days of initial

employment, be obligated to pay to the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share fee exceed Union dues covering the same period of time.

2. The deduction of the fair share fee from the payroll check of the employee and its payment to the Union after the grace period shall be automatic and does not require the written authorization of the employee. The fee deduction shall be made on the same payroll days that the Union dues are deducted. The obligation of the Engineer to deduct the fee shall cease upon the removal of the bargaining unit member from the Engineer's active payroll.

Employees hired after the beginning of the Union's fiscal year shall be obligated for a pro rata portion of the "fair share fee" after the grace period. Such fee shall be deducted from the remaining paychecks which are subject to payroll deductions of dues and fees, to the extent funds are available in such paychecks. If dues deduction payroll checks have already occurred for the year, the employee shall be obligated to the Union for the fees and the Engineer shall have no obligation to make the deduction.

3. The fair share fee amount to be deducted by the Engineer shall be equal to the amount of union dues. However an employee shall receive a rebate, for some of the amount deducted directly from the Union if he files the appropriate paperwork which can be obtained, upon request, from the Union.
4. Monies collected through the "fair share fee" shall only be expended by the Union for the purposes of collective bargaining, labor contract enforcement, and grievance resolution. The Union shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the unit member with the opportunity to receive any expeditious resolution of his/her claim and the opportunity to appeal the Union's decision to the State Employment Relations Board, and must fully conform to all requirements of federal and state statutory and constitutional law.
5. The Union shall provide a copy of its rebate procedure to the Engineer and all unit members and supply the Engineer and all unit members with copies of any changes in its rebate procedure.
6. Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment upon submission of proper proof of religious conviction to the State Employment Relations Board. The Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall, in lieu of the fair share fee, pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under the applicable collective bargaining unit.

7. The Union shall indemnify and save the Engineer, the Board of County Commissioners, individual Board members, their officers and employees harmless against any and all claims, demands, suits or other forms of liability arising out of any such action taken or not taken by the Engineer, the Board or officers or their employees for the purpose of complying with any of the provisions of this Article.
- C. Within 30 days of any change in job descriptions, the Engineer will provide the Chief Steward with a complete set of up-to date job descriptions. Copies will be made available to any member of the bargaining unit upon request.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Engineer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Engineer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of Engineer operations;
 4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
 5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Engineer;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the Engineer.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Engineer and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4 • CONTRACTING AND SUBCONTRACTING

It is understood by both parties that for the Engineer to satisfy the demands of the public and to successfully operate the Department, contracting and/or subcontracting of work is necessary from time to time. It is, therefore, agreed as follows:

1. The Union agrees that the Engineer may, within its exclusive discretion, engage contractors for all major construction operations including installation, replacement and reconstruction of bridges and roads.
2. The Engineer agrees that it will not subcontract regular Engineer operations unless (1) skills or equipment are unavailable in the Department, or (2) time of delivery of supplies or the schedule for the completion of the project cannot be met with existing personnel, or (3) the Engineer cannot produce the work as economically with its own personnel.
3. The Engineer agrees to give the Union reasonable advance notification of work it contracts out to the extent, it affects bargaining unit employees.

Contracting and subcontracting under this Article shall not be used to eliminate an employee's job or to reduce the regular work hours of an employee.

ARTICLE 5 • ASSIGNMENT OF WORK

- A. No supervisory or managerial employee, substitutes, temporary or casual employees, or other employees of the Engineer outside the bargaining unit may be used to eliminate an employee's position or to reduce the regular work hours of an employee. However, the Engineer may use managerial or supervisory employees, substitutes, temporary or casual employees or other employees outside of the bargaining unit to perform bargaining unit work as they have done in the past; for temporary or seasonal work; for purpose of training, experimentation, inspection or quality control; or in situations in which a qualified bargaining unit employee is not available.
- B. Foreman shall assign employees to work commensurate with their job description, whenever such work is available.
- C. Work assignments will generally be allocated by seniority depending on operational needs except that the Employer retains the right to make job assignments within classification without regard to seniority. Repeated failures to respond to non-voluntary overtime call-outs may result in an employee being denied overtime opportunities and/or possible disciplinary action.

ARTICLE 6 - WORK RULES

- A. The Union recognizes the Engineer's right to promulgate and enforce rules, policies, and directives to carry out the functions of the Engineer.
- B. To the extent that work rules, policies and directives which regulate conduct of employees in the performance of the Engineer services shall be placed in writing, they shall be posted within fourteen (14) days after their implementation.
- C. The Engineer agrees that copies of all work rules, policies and directives will be provided to the Union. The union and its members waive no right to challenge the reasonableness of any work rules. All new rules will be furnished to the Union Chief Steward prior to posting.

ARTICLE 7 - UNION RIGHTS

- A. Employees selected by the Union to act as Union Representatives for the purpose of conducting appropriate Union representative business as defined in this article shall be known as Stewards. Each Steward may have an alternate Steward act in their absence.
- B. The Union shall designate the jurisdictional area for the Stewards, and shall notify the Engineer in writing of the names of the Stewards and of their respective jurisdictional area(s) before being recognized by the Engineer. Stewards designated by the Union shall only operate within their jurisdictional area(s).

There shall be no more than one Steward in each garage. Each Steward shall be allowed to conduct appropriate union business on Engineer property before or after scheduled work hours, or during breaks as herein defined. In addition, the Union shall be allowed a reasonable amount of time to conduct appropriate Union representative business on Engineer time. This time will not be abused nor will permission be reasonably withheld by the Engineer. For the purpose of this article, appropriate union representative business is defined as:

1. The investigation of member's grievance or potential grievance.
2. Representation of a member at any step of the grievance procedure.

3. Consultation with C.W.A. staff representatives, other stewards, or employees regarding a grievance or potential grievance.
 4. Representation of a member at a disciplinary conference.
 5. Attendance at meetings between the Union and the Engineer when requested by the Engineer.
- C. In addition to the above, Union representatives shall be allowed up to forty-eight (48) hours of Engineer time for actual negotiations toward a successor agreement to this agreement.
- D. In addition to the authorized Stewards and alternates, the Union shall designate a Chief Steward. The authorized functions of the Chief Steward shall be to assist or replace Stewards or alternates in any of the functions outlined as appropriate union Representative business in this article.
- E. Rules governing the activity of the Local Union Chief Steward, Stewards and their alternates, President and Secretary/Treasurer are as follows:

The above mentioned representatives must obtain, in advance, authorization of his immediate supervisor before beginning union activities. He shall identify the general reason for the request at the time the request is made. He shall not conduct union activities in any work area without notifying the supervisor in charge of that area, the nature of the union activity. Such permission shall not be unreasonably withheld by the supervisor. Employee Union representatives may only conduct grievance activity during working hours on Engineer premises or work locations.

- F. Any changes made in the Stewards, Chief Steward, Alternates, President, and Secretary-treasurer shall be furnished to the Engineer before being recognized by the Engineer.

BULLETIN BOARDS

- A. The Engineer shall furnish bulletin boards, one at the main garage and one at each outpost, for the exclusive use of the Union. The use of the bulletin boards will be for posting of the Union notices.
- B. The Union shall designate one Union representative who shall be responsible for posting of notices, and notifying the Engineer of that representative.
- C. Union materials may be transported from the main garage to the outpost to main garage by whatever means is used by the Engineer to transport material provided that the primary purpose of such trip is not to transport union materials. The transporting of union materials may only be done in conjunction with County Engineerwork functions or operations.
- D. The Engineer will provide access to the telephone for the Union to communicate announcements regarding Union activity.

LABOR-MANAGEMENT CONFERENCE

- A. Unless mutually agreed otherwise, at least twice a year, the Engineer, and one (1) other member of Management may meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and Engineer. An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The purpose of such meeting shall be to:
1. Discuss the administration of this Agreement.

2. Notify the Union of changes made by Management which affect bargaining unit members of the Union.
 3. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training as to meet future needs and programs of the Engineer.
 4. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
 5. Disseminate general information of interest to the parties.
 6. Give the Union the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
 7. Discuss ways to improve efficiency.
- B. It is further agreed that if special Union-Management meetings have been requested and mutually agreed to, they shall be convened as soon as feasible. Union representatives of the Labor-management Conference shall not suffer loss in pay or benefits for attendance at meetings provided under this Article.

NON-EMPLOYEE REPRESENTATIVES

A maximum of two non-employee union representatives shall have access to the facilities of the Engineer for the purpose of:

1. Posting on bulletin boards.
2. Representation at step three of the grievance procedure, labor-management or safety committee meetings.
3. Discussion with the stewards, grievants or management regarding grievances.
4. Informal visits with employees on non-work time.

The Engineer reserves the right to require non-employee Union Representatives to comply with appropriate safety regulations while on the Engineer's property.

ARTICLE 8 • NON DISCRIMINATION

- A. It is agreed by the Engineer and the Union that this Agreement will be applied to all employees covered by this Agreement in accordance with and as defined by applicable laws governing discrimination.
- B. It is also agreed that employees will not be treated in a discriminatory manner because of race, sex, religion, national origin, age, disability or veteran status as covered by the Executive Orders and associated laws covering Civil Rights and Age Discrimination.
- C. The Union recognizes that the Engineer must comply with the requirements of the Americans with Disability Act even where a conflict may exist between the ADA and this Agreement. In the event such a circumstance arises, the Engineer shall have complete authority to take any action for the purpose of complying with his duty to provide reasonable accommodation and otherwise complying with the Act. Actions taken for the purpose of complying with the ADA shall not be grievable.

ARTICLE 9 • NEGOTIATIONS

- A. Pursuant to Section 4117.14 (c) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures to the contrary.

- B. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement.
- C. Fifty days prior to the termination of the Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. 4117.14(c)(2)(6).
- D. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- E. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Union for ratification and then to the Board of County Commissioners for approval.
- F. Ground rules for the conducting of negotiations between the parties pursuant to this Article are attached hereto as Exhibit A.

ARTICLE 10 • GRIEVANCE AND COMPLAINT PROCEDURE

- A. 1. A grievance is an employee complaint alleging that management has violated, misinterpreted, or misapplied an express term of this written agreement.

Step 1: The employee shall, first attempt to settle the matter by conference with the immediate supervisor if such matter originates at that level.

Step 2: If the grievance is not satisfactorily settled in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the Superintendent on a form to be provided by management, within ten (10) work days after the matter complained of has occurred. Such written grievance, shall be signed by the aggrieved employee and state the following information with clearness: The exact nature of the grievance, the act or acts complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this agreement claimed to be violated, and the remedy sought. The Superintendent shall give his answer in writing within five (5) work days of the filing of the grievance. Any grievance of any disciplinary action taken by management shall be filed in writing as specified in this Step 2 within three (3) work days of the disciplinary action taken and Step 1 shall be waived for purpose of such a grievance.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to Step 3 by giving written notice of his appeal to the County Engineer within five (5) work days after receipt of the Step 2 answer. Within five (5) work days after the grievant gives notice of his appeal, the County Engineer or his designee shall meet with the Union's Representative at a mutually agreed time to discuss the appeal. The County Engineer or his designee shall give a written answer within five (5) workdays following the Step 3 meeting.

Step 4:

- a. If the Union is not satisfied with the Step 3 disposition of the grievance, it may appeal to arbitration by filing a written notice of appeal with the Engineer within ten (10) days of receipt of notice of the Step 3 response. The

Union shall also, within ten (10) working days from the filing of the notice of appeal with the Engineer, request a list with the names of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall select the arbitrator by the alternate strike method, with each party first having an opportunity to request a second list.

b. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and Engineer to do so. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award. His award shall be final and binding on the parties. In reaching his decision and in his award, the arbitrator shall limit himself to the grievance presented, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement. An employee has an obligation to mitigate a monetary award. The cost of using an arbitrator shall be borne equally by the parties. The parties shall bear their own costs for witnesses and court reporter and transcript.

- B. 1. The time limits specified in the above-described grievance-arbitration procedure for the filing and appealing of grievances are mandatory, and the failure on the part of any grievant to abide by any prescribed time limit set forth above shall result in the grievance being considered abandoned. Failure of management to answer a grievance by the deadline stated in this Article shall allow the grievant or the Union, as the case may be, to proceed to the next level of the procedure. Any time limits specified in this Article may be extended by mutual agreement, in writing, of the parties. The Engineer shall schedule meetings, conferences or arbitration hearings during working time insofar as possible.
2. Management representatives will not attempt to resolve a grievance nor initiate any discussion about the grievance with the grievant while the grievance is in process, without the presence of a Union Representative.
- C. The procedures contained in this Article 10 constitute the sole and exclusive method of addressing grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Engineer's representative shall be final and binding upon the grievant, the Union and the Management.
- D. Any employee or the Union has the right to present a complaint or a dispute concerning employee relations, working conditions, and/or unjust or inequitable treatment to a joint conference with the Engineer, Superintendent, complainant and Chief Steward. Unless the complaint or dispute constitutes a grievance as defined in A.I. above, the employee or Union may not utilize the grievance procedure as outlined above.

ARTICLE 11 - TENURE AND DISCIPLINE

A. Probationary Period and Tenure in Service.

1. The employment of every employee, after he successfully satisfies the probationary period for his job, shall

be continuous until he:

- a. resigns;
 - b. retires;
 - c. is laid-off in accordance with the negotiated layoff policy;
 - d. is suspended for cause; or
 - e. is discharged for cause.
2. A non-probationary employee may be suspended or discharged from his job by the Engineer for any of the following causes:
- a. incompetency;
 - b. inefficiency;
 - c. dishonesty;
 - d. drunkenness;
 - e. immoral conduct;
 - f. insubordination;
 - g. discourteous treatment of the public;
 - h. neglect of duty;
 - i. violation of work rules and personnel policies of the Engineer or the county; or
 - j. any other acts or misfeasance, malfeasance, or nonfeasance in his job.
3. Employees are expected to be present and ready to work at their scheduled starting times. The Engineer may promulgate any work rule regarding tardiness which may include a scheme of discipline, as long as it will not conflict with the agreement.
4. An employee who is absent for a scheduled workday without leave shall not be paid and shall be subject to appropriate disciplinary action. An absence without leave for three consecutive workdays shall be cause for removal, regardless of prior discipline. The Engineer may set aside the removal and re-appoint the employee to his former position if, within ten (10) calendar days of the employee's last actual workday, the employee presents a satisfactory explanation of this absence to the Engineer.
5. Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including removal, in accordance with the regular policy on absences without leave. If the Engineer determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, the Engineer may immediately revoke the leave of absence and may impose appropriate discipline on the employee, up to and including discharge.

B. Disciplinary Procedure.

1. The Engineer will notify the Chief Steward of any contemplated disciplinary action affecting any employee covered by this agreement, before implementing the discipline. Before implementing a reduction in pay, demotion, suspension or discharge of a non-probationary employee, the Engineer or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the alleged misconduct or other cause. The employee has the right to be accompanied at the conference by one Union Representative. The conference will be scheduled as promptly as possible by the Engineer or designee. The Engineer or designee may impose reasonable rules on the length of the conference and the conduct of the

participants. If the Engineer or designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee without pay for up to three work days pending the conference to determine the final disciplinary action. If the Engineer or designee determines that the employee should not have been suspended, the employee shall be paid for the days on suspension under this paragraph B. I. All disciplinary action must be initiated within thirty (30) days of discovery by the Engineer of the individual's involvement in the alleged offense. The Engineer shall schedule the disciplinary conference during working time insofar as possible.

2. The Engineer will notify the Chief Steward prior to the imposition of discipline of any type and amount of discipline imposed and the reason for such discipline.
3. Subject to paragraph 4, disciplinary action shall generally be applied in a progressive manner commencing with an oral reprimand, written reprimand, suspensions without pay and discharge. However, the severity of discipline may be increased or decreased on a case by case basis depending upon the nature and seriousness of the offense and the employee's past record of discipline and performance.
4. Certain offenses are serious enough to warrant discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
 - a. theft of property of the County or a fellow employee;
 - b. damage to property of the County or a fellow employee due to negligence;
 - c. insubordination, or the uttering of threatening or abusive language toward management personnel, other Engineer personnel, or the public;
 - d. intoxication, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance on the job;
 - e. falsification of any records, including employment records; and
 - f. fighting.
5. When imposing a reduction in pay, demotion, suspension or discharge, the Engineer shall sign a written notice of reduction, demotion, suspension or discharge. The statement shall state the grounds for the action. The Engineer shall furnish a copy of the statement to the employee and to the Union Chief Steward. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his discipline or discharge in accordance with the time limits and procedures set forth in that article.
6. If any employee disputes the accuracy, timeliness, relevance or completeness of items placed in his personnel file pursuant to this Article, he may request in writing that the Engineer investigate the current status of the information. The employee may submit a statement which will be attached to the disputed documents. Any records of discipline for a minor infraction (e.g. tardiness) shall be removed at the employee's request from an employee's personnel file within eighteen (18) months of the infraction, provided that the employee has not been disciplined since the infraction.
7. Ohio Revised Code Section 124.34 is superseded and this Article shall exclusively govern the employment, discipline, and discharge of employees.
8. Employees may be permitted to use sick leave contiguous with a suspension. However, the Engineer may require documentation by a physician.

ARTICLE 12- PROBATION

- A. Each new employee shall serve a probationary period of ninety actual work days, during which the Engineer or his designee may discharge the employee at any time without providing reasons and without the need to establish cause. In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge. If an employee is retained after completion of the probationary period, he may not be discharged except as provided in Article 10. Neither the employee nor the Union shall have any recourse to the grievance procedure to challenge a probationary discharge during the initial probationary period.
- B. An employee who is promoted or transferred to a higher-rated job classification shall serve a probationary period of thirty (30) actual work days, during which the Engineer or his designee may return the employee to his or her prior position at any time without providing reasons and without the need to establish proper cause. The Union Chief Steward and the employee shall receive a copy of the notice of return to the prior job. Upon return to the prior job, the employee shall resume his rate in that classification and continue with seniority unbroken by the temporary promotion. An employee reduced to his previous position during the promotional probationary period may file a grievance concerning the reduction but must establish that the Engineer's decision was arbitrary or capricious.

ARTICLE 13 • HOURS OF WORK

- A. The normal week for full-time employees shall consist of five consecutive eight-hour days Monday through Friday, including a one-half hour paid meal period, as scheduled by management. The normal work shift shall begin at 7:00 a.m. and end at 3:00 p.m. For purposes of computations under this Article, the work week begins at 12:01 a.m. on Sunday and ends at 11:59 p.m. on the following Saturday. The Engineer reserves the right to change the work shift provided that he first meets and discusses the change with the Chief Steward.
- B. The Engineer necessarily retains the right to require employees to work more than forty (40) hours in a week and/or more than eight (8) hours in a day as it determines the needs the business may require. However, each employee will be paid at the rate of one and one-half times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. For purposes of computing overtime pay, holidays, vacation days and sick leave days, comp. days, personal days, and bereavement days shall be treated as hours worked at the employee's regularly scheduled number of hours..
- C. Overtime work shall be offered as equally as is practicable to qualified employees.
 - 1. Beginning September 1, 2015, with the most senior employee for the first callout and thence beginning at the next employee after the last senior employee utilized on the last callout and continuance of this procedure.
 - 2. The Engineer is not required to use laborers to drive trucks during snow and ice control, however, he may use laborers if he feels that they are qualified.
 - 3. In the event an error is made in the call-out of an employee for overtime, the Engineer shall correct such error by giving that employee the first opportunity for overtime for which he is qualified.
 - 4. If an employee is doing a particular job during the regularly scheduled work day and overtime is required continuous to the work day, the Engineer shall not be required to take that employee off the job in order to equalize overtime to ensure job continuity.
 - 5. The Engineer shall determine qualifications of a particular overtime job assignment. An employee shall be considered qualified when he/she has performed a job function on a continuing basis.

- D. Unless assigned or directed by the Engineer, no employee shall return to the garage prior to 2:30p.m.
- E. Call Out Pay. Employees required to report to work because of an emergency or breakdown before or after regularly scheduled hours will receive a minimum of 3 hours pay, at 1 ½ times the regular rate of pay. Employees are expected to report to work within a reasonable amount of time after the call-out. This section does not apply to pre-scheduled overtime.
- F. Employee working on a holiday as provided in this Agreement shall be paid at the rate of 1 ½ times his regular hourly rate, plus his holiday pay, provided he works in excess of 40 hours within the workweek. If the employee does not work forty hours within the workweek, he will be paid at his regular rate plus his holiday pay.
- G. County employees may elect to take compensatory time (comp. time) off in lieu of overtime pay. For any overtime worked, such comp. time shall be granted by the Engineer on a time and one-half basis, at a time mutually convenient to the employee and the Engineer, as per the Ohio Revised Code 4111.03 and consistent with past practice. The maximum amount of compensatory time accumulated shall be one hundred sixty hours (160). The maximum amount of compensatory time that can be carried over into the following calendar year shall be one hundred twenty hours (120). Any and all compensatory time over 120 hours shall be eliminated from the employees accumulated time December 31 of each year.

ARTICLE 14 - SENIORITY

- A. For purposes of this Article, seniority is defined as continuous full-time service in the employ of the Engineer, including any approved leave of absence.
- B. The Engineer shall post a Seniority List in the main garage and all out-posts, which show the accredited seniority date of each employee listed by classification. The Engineer shall furnish one (1) copy of said list to the Chief Steward at the time of posting.
- C. Seniority shall be broken when an employee (1) quits; (2) retires; (3) is discharged for cause; (4) is laid off for a period of twenty-four (24) consecutive months; (5) is absent without proper and acceptable excuse for failure to give notice; (6) fails to give notice of intention to report and/or fails to report for work when recalled from layoff; and (7) fails to report at the expiration of any leave of absence.
- D. Seniority for purposes of vacation accrual will be transferred from the State or any of its subdivisions in accordance with O.R.C. 9.44 except that no employees of the Guernsey County Engineer as of August 8, 1994 shall have their current vacation accrual reduced as a result of this provision.

ARTICLE 15 - TRANSFERS AND PROMOTIONS

- A. It is the sole right of the Engineer to determine whether a vacancy exists and when that vacancy is to be filled. The "promotion" as used in this Section means advancement to a higher paying position within the bargaining unit. The term "transfer", as used in this Section, means a change within the bargaining unit to the same job classification but to another shift or work site.
- B. Whenever the Engineer determines that a full-time permanent vacancy exists within the bargaining unit, he will post a notice of said vacancy on the bulletin board for a period of five (5) days. This notice shall include:
 - 1. The date of posting and the date of the posting deadline.
 - 2. Classification title of the vacant position.

3. Base rate of the vacant position.
4. Experience and/or education requirements of the vacant position.
5. Shift of the vacant position.
6. Initial location of the vacant position.

Any interested employee may apply and be considered for the vacancy, by filing a written request to the Engineer's office during the five (5) day posting period. Applications filed after the fifth full day of posting will not be considered. The Union shall be given a copy of any posting the day the vacancy is posted.

- C. The Engineer will give first consideration to those timely filed applications of employees seeking transfer. The Employer will fill the position with the most qualified candidate. However, where two or more applicants have filed that are equally qualified, seniority will prevail with the transfer being awarded to the more senior applicant.
- D. If no transfer bid requests results in the filling of the posted vacancy, the Engineer shall then give consideration to those timely filed applications of employees and non-employees seeking the vacancy. The Employer will fill the position with the most qualified candidate. Between two or more applicants, where qualifications and experience are equal, seniority within the unit will prevail with the most senior applicant being awarded the promotion. Nothing in this Article will restrict the Engineer's right to hire someone from the outside if no current employees have the desired qualifications and experience.
- E. Within ten (10) calendar days of the posting deadline, the name of the successful applicants, if any, shall be posted on the bulletin boards. Unsuccessful applicants will, upon request, be informed of the reasons for their nonelection. The Chief Steward shall be furnished a copy of the notice.
- F. The Engineer will select the applicant he deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill, qualifications, experience, and seniority. Attendance will be a factor considered and particularly an employee's record of undocumented absences. An employee's sick leave use pertaining to an extended injury or illness will not be counted for purposes of this Article.
- G. In the event of a long term leave of absence of ninety (90) days or more, where the employer elects to replace the employee on leave, the employer will follow all posting, bidding and selection procedures in this Article, except that the posted notice of vacancy will identify the position as a temporary opening. Persons selected to fill such temporary openings will return to their former status once the temporary need is exhausted. Such position will be posted on or about the ninetieth day.
- H. Any employee within the bargaining unit who is temporarily assigned to perform duties of a position with a higher pay rate than is the employee's own, shall receive the rate (see Article 18, Exhibit B) along with any other adjustments the employee merits. If the assignment is for less than one-half (1/2) the work day, the employee will not receive the higher amount for the time the work was performed. If the work is performed for more than one-half (1/2) the workday, the employee will be compensated properly for the whole day. Employees will not be removed from such temporary assignments for the purpose of avoiding payment under this section. Any employee hired after September 1, 2012, shall follow this article but under the New Hire pay rate as per Exhibit "B"
- I. When it becomes necessary to transfer an employee for more than thirty (30) days from one outpost site to another, the Engineer shall first request a volunteer. If no employee volunteers, the Engineer shall then transfer the employee with the least seniority within the classification from which the transfer is being made.

ARTICLE 16- LAYOFFS

- A. 1. The procedures of this Article supersede the procedures of O.R.C. Section 124.321 et. sea. All layoffs shall be conducted solely in accordance with this Article.

2. When the Engineer determines lack of work, lack of funds or abolishment of positions requires a reduction in the number of bargaining unit positions, he shall follow the procedures set forth in this Article.

- B.
1. All employees of the bargaining unit shall be placed on a seniority list. Seniority shall be determined by the length of continuous service with the Engineer. Among those with the same length of continuous services, seniority shall be determined by the following:
 - a. The date on which the employee was hired and then by,
 - b. The date on which the employee submitted a completed job application, and then by,
 - c. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by coin toss.

2. Employees will be selected for retention or layoff on the basis of seniority as defined in I above. New employees hired after September 1, 2012, shall be selected for layoff first. Whenever the Engineer determines to layoff employees, affected employees shall be laid off according to seniority among employees within each classification affected by layoff, with the least senior employee in the classification laid off first. However, if the employee is unable to exercise his seniority within the classification he may bump the least senior employee's position in a next lower classification affected by the layoff provided he meets the minimum requirements for the classification.

The following classifications from highest to lowest shall be used to determine bumping rights:

- Mechanic
 - Highway Worker I/Operator A
 - Sign Coordinator
 - Serviceman
 - Highway Worker2/Operator B
 - Highway Worker 2/Bridge Worker 2
 - Highway Worker 2/Bridge Worker 1
 - Highway Worker 2/Truck Driver
 - Laborer
3. Laid-off employees shall remain on a recall list for twenty-four months from their last work day. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is qualified to perform the available work. - The Engineer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on Engineer records. If the Engineer has not received the employee's written acceptance of the offer or recall within five (5) days of the postmark, the offer shall lapse and the employee shall be removed from the seniority list.
 4. Both the seniority list and the layoff list described above shall be made available to supervisors and the Chief Steward. The Chief Steward shall post the initial seniority list within three (3) working days in a prominent location. Employees shall have thirty (30) calendar days from the date to inform the Engineer of any alleged error in the list. An updated list shall be provided to the Chief Steward on the first working day after January 1 of each year.
 5. Notification of the Engineer's decision to layoff an employee will be made at least ten (10) days prior to the implementation of the reduction-in-force.
 6. The Engineer shall determine in which classifications the layoff will occur and the number of employees to be laid off. All probationary, temporary, casual and seasonal employees shall be laid off before any full time

nonprobationary employee in the affected classification is laid off.

ARTICLE 17 - SAFETY AND HEALTH

- A. Occupational safety and health is the mutual concern of the Engineer, Union and employees. The Union will cooperate with the Engineer in encouraging employees to observe applicable safety rules and regulations.
- B. The Engineer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations; and county safety rules and regulations.
- C. The Engineer shall at its expense furnish its employees with appropriate safety equipment such as goggles, hard hats, vests, hipwaders and safety glasses when such equipment is required in connection with the employee's official duties. All requests for the purchase or replacement of such safety equipment shall be processed through the employee's immediate supervisor. In addition, the Engineer agrees to continue the eyeglass policy now in effect for welders.
- D. Employee shall report promptly in writing to their immediate supervisor conditions alleged to be unsafe. The supervisor shall investigate the report and correct the condition if necessary. If the employee is not satisfied that the condition has been corrected, the matter will be referred to the Superintendent who shall make the final determination as to the safe condition of the workplace. If an employee disagrees with management's determination, the employee may process a complaint through the grievance procedure. No employee shall be disciplined for reporting, in good faith, unsafe conditions to the management.
 - 1. The Engineer shall provide First Aid equipment for the main garage, outpost, each truck and all equipment. The Engineer also agrees to arrange for CPR training for all employees who so desire.
 - 2. The Engineer shall recognize a Union Safety Committee to be comprised of two stewards of the outpost and main garage. The Union Safety Committee will meet quarterly with the Engineer or his designated Safety representative to recommend safety policies or practices to the Engineer to provide support for a strong safety program. The Committee will also tour the facilities and equipment quarterly to inspect it for potential safety hazards.
 - 3. The Engineer shall use a helper (shot-gun) at night, and at other times when requested by the driver when reasonably necessary during snow and ice control to provide safety and assistance to the driver.
- E. Each crew, garage and outpost will be provided with chilled drinking water. It shall be the responsibility of employees to properly use, maintain and store safety equipment provided to them by the Engineer. Employees who lose or damage such equipment as a result of negligence shall be subject to appropriate corrective actions and may further be required to reimburse the Engineer for the replacement cost of such equipment if an employee repeatedly loses or negligently damages equipment.

Employees who wear prescription eyeglasses and are required by the County Engineer to wear safety glasses shall be provided up to \$70.00 for prescription safety glasses. Employees shall be provided such reimbursement once during the term of this contract.

ARTICLE 18 - WAGES

- A. Wages -As per Exhibit "B"
- B. Personal Days. The parties agree that each employee shall be entitled to eight (8) hours personal leave per

calendar year to be used in four (4) hour increments, with advance written notice to the Superintendent or his designee and subject to operational needs. An employee may not accumulate personal days if not used during the calendar year.

- C. Insurance. The Employer agrees to pay the entire monthly/annual premium for health, dental and vision insurance for single coverage and family coverage for the duration of the Agreement. Beginning January 1, 2007, health insurance benefits and levels shall be the same as provided to other County general fund non-bargaining unit employees by the Board of County Commissioners. (2) members of the bargaining unit, (1) from main garage and (1) from the Outpost may attend insurance meetings.
The Employer shall pay the entire monthly/annual premium for life insurance.
- D. New Hires. All newly hired employees shall receive the rate of pay as per Exhibit "B".
- E. For purposes of bereavement, immediate family is defined as: grandparents; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent. Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required paid time, not to exceed two (2) days, and not deducted from sick time or holiday time.

ARTICLE 19 - HOLIDAYS

- A. The following legal holidays will be observed and all full time permanent employees shall be compensated at their regular rate of pay:

- | | |
|---|----------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King's Birthday Birthday | 9. Thanksgiving Day |
| 3. President's Day | 10. Christmas |
| 4. Memorial Day | 11. Employee's Birthday |
| 5. Independence Day | 12. County Fair Day |
| 6. Labor Day | 13. Day After Thanksgiving |
| 7. Columbus Day | |

When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. An employee must notify his immediate supervisor at least two (2) working days in advance of taking his birthday holiday, unless it is taken on the actual day of his birthday.

- B. If a holiday falls during an employee's vacation period, he shall be paid for the holiday or he may extend his vacation accordingly.
- C. If an employee is on approved sick leave and receiving sick leave pay, and a holiday falls during sick leave, the employee shall not be charged sick leave for said day.
- D. Holidays shall be considered hours worked when computing overtime.
- E. In order to qualify for holiday pay, an employee must work all hours which he is scheduled to work on the day before and the day after the holiday, unless excused with a doctor's certificate or on prescheduled vacation, comp time, jury duty, personal day, and bereavement day.. In the case of a Friday holiday, the employee would have to work Thursday, and the following Monday. In the case of a Monday holiday, the employee would have to work the preceding Friday and the following Tuesday.

ARTICLE 20 • VACATION

- A. Full-time bargaining unit employees, after one (1) year of service, shall be entitled to vacation. One (1) year of service shall be computed on the basis of twenty-six (26) pay periods. The vacation entitlement shall be as follows: Employees with one (1) year of service, but less than five (5) years shall receive two (2) weeks. Employees with five (5) years of service, but less than ten (10) years shall receive three (3) weeks. Employees with ten (10) years of service, but less than fifteen (15) years shall receive four (4) weeks. Employees with fifteen (15) years of service, but less than twenty (20) years shall receive five (5) weeks. Employees with twenty(20) or more years of service shall receive five (5) weeks of vacation plus one (1) additional day for each year in excess of twenty (20) years. Regular part-time employees shall receive pro-rated vacation which shall accrue at the same bi-weekly rate as full-time employees.
- B. Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) 'hours each bi-weekly period for those entitled to eighty (80) hours per year; for and six tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year; six and two tenths (6.2) hours each bi-weekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven tenths (7.7) hours each bi- weekly period for those entitled to two hundred (200) hours per year.

Days specified as holidays in Article 18 shall not be charged to an employee's vacation leave. Vacation leave shall be accumulative upon three (3) years entitlement.

An employee who transfers from one public agency to another or who has prior service with a public agency, shall retain credit for his/her service for vacation purposes, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of an earned, but unused vacation leave for the current years to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his/her credit for the three (3) years immediately preceding the last anniversary date of employment.

- C. Vacations may be scheduled any time of the year so long as such time is agreed upon by the Engineer or his designee. Seniority shall determine the choice of vacation dates when one or more employees in the same work unit has requested the same vacation date except that once the vacation is granted, a senior employee may not "bump" a less senior employee of that vacation. Vacation time may be taken in units of one-half day or one day when preferred by the employee. Any time vacation is requested for a week or more in duration, the employee shall give two weeks prior notification. For vacations of less than one (1) week, employees should if possible request vacation at least forty-eight (48) hours in advance.
- D. In case of the death of an employee, the unused vacation leave shall be paid to his/her estate.
- E. Not less than four (4) times per year, the Engineer shall provide an up-to-date total of all accrued, used, and remaining vacation time.
- F. If an employee becomes ill prior to leaving on vacation, that vacation time will be rescheduled at the employee's request. If an employee becomes ill while on vacation, he will notify the employer immediately and the remaining vacation time will be rescheduled when proper documentation and a doctor's certificate is provided.
- G. If an employee with 20 or more years of service leaves employment before an anniversary date at which time he or she would be due additional vacation days, such vacation will be prorated to the date of separation and paid out to the employee along with any other accumulated vacation time. It shall be calculated as follows: The total number of vacation hours the employee should receive at his or her next anniversary will be divided by 365 days (1 year) and then that number multiplied by the number of days the employee worked within that year.

ARTICLE 21 • SICK LEAVE

The following provisions regarding sick leave are intended by the parties to supersede the provisions of O.R.C. Section 124.38 et seq. and any other applicable sick leave statute or regulation.

- A. Employees earn 4.6 sick leave hours for each eighty (80) hours on the active payroll. The hours earned in any such period are not available for the employee's use until completion of the eighty-hour period. Sick leave may be accumulated on an unlimited basis. Each hour used shall be deducted from the employee's accumulated sick leave as of that date.
- B. Sick leave shall be paid at the absent employee's regular per diem rate. Sick leave may be used in one-hour units minimum.
- C. Sick leave may only be used for employee's personal illness, injury or pregnancy; and for illness, injury or death in the employee's immediate family. The Engineer shall prescribe a form for employees to certify proper use of sick leave. The employee must submit the form to the Engineer's office manager on the workday he returns to work. The employee must call in and report his anticipated absence due to illness within thirty minutes prior to the regular starting time, except for exceptional situations as approved by the Engineer. The Engineer reserves the right to require a doctor's certificate to justify an employee's use of sick leave for sickness of more than two days consecutive duration. Dishonesty or misrepresentation by an employee in claiming sick leave or in procuring or submitting a doctor's certificate shall be deemed adequate cause for disciplinary action including dismissal.
- D. The Engineer may determine to discontinue sick leave pay for an employee based on an examination and report from a doctor designated by the Engineer. Any examination shall be paid for by the Engineer.

1. If the doctor's report establishes justification for continued use of sick leave, then the employee shall be entitled to sick leave. The Engineer shall have the right to further examinations if he determines that appropriate grounds exist.
 2. If the doctor's report does not establish justification for continued use of sick leave, the Engineer shall discontinue sick leave and the Engineer shall send a certified letter to the employee instructing him to return to work. If the employee does not return to work on the third work day after the Engineer mails the certified letter, or does not provide evidence of acceptable extenuating circumstances which prevent his return on that day, the employee shall be subject to disciplinary action for abuse of sick leave including dismissal.
 3. If the employee elects not to undergo the examination within seven workdays of the day on which the Engineer mails the notice of discontinuation, the employee must return to work on the next workday following the period. The employee's failure to return to work on that work day, or his failure to produce evidence of acceptable extenuating circumstances which prevent his return on that day, shall be deemed an abuse of sick leave, and the employees shall be subject to disciplinary action, including termination.
 4. Examinations conducted pursuant to the above provisions shall be performed by physicians on the list of covered providers provided by the County's health insurance plan.
- E. The Engineer maintains the right to control employee attendance and absenteeism. In the event that an employee uses excessive amounts of sick leave which cannot be justified by independent documentation or develops a pattern of sick leave use appropriate disciplinary action will be taken. Employees are expected to beat home while on sick leave, unless at a medical appointment, injury such as a broken arm, leg, etc., going to a pharmacy, etc.
- F. The Engineer reserves the right to reopen Article 21 for negotiations in one (1) year from the effective date of this Agreement if he determines that sick leave abuse or excessive sick leave are not being effectively controlled by this Article.
- G. Unpaid Disability Leave
1. An employee may request an unpaid disability leave if he continues to be injured, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave.
 2. The Engineer may place an employee on an unpaid disability leave after the employee has exhausted accumulated sick leave if, after an informal hearing concerning the employee's condition, the Engineer determines that the individual is unable to perform the regular duties of his position because of illness, injury or other physical or mental disability. Prior to the hearing, the Engineer may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination.
 3. Within three years from the effective date of the unpaid disability leave, the employee may apply in writing for reinstatement. After receipt of a timely application for reinstatement, the Engineer shall require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination... The examination shall be done at the Engineer's expense. If the examination discloses that the employee has recovered from the disability

and is otherwise able to perform the regular duties of his position, the Engineer shall reinstate the employee within thirty (30) calendar days from his written application to his former position or to a similar position within the same classification.

4. An employee on an unpaid disability leave does not earn sick leave, vacation leave, or personal leave, nor is he entitled to any holiday pay. An employee on an unpaid disability leave must pay the premium cost for health insurance for himself (and for dependent coverage, if applicable) in order to keep the coverage in effect during the leave. The Engineer shall pay his portion of insurance premiums for the first six (6) months an employee is on an approved Workers' Compensation leave or the period of approved FMLA leave.

ARTICLE 22 - ABSENCES

SECTION 1. UNION LEAVE

- A. An employee may be granted, at the discretion of the Engineer a leave of absence without pay to do work for the Union, to attend a Union convention, meeting or other function on behalf of the union. The Engineer reserves the right to limit the number of employees who will be permitted to take Union leave at one time and the length of such time.

SECTION 2. JURY DUTY

- A. Any employee who is required to serve on a Municipal, County or Federal Jury, or Grand Jury, shall be paid the difference between the amount paid for such service and his regular rate. Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for Jury Duty.
- B. When an employee is released from jury duty prior to the end of his scheduled work day, he shall report to work for his remaining scheduled hours provided three (3) or more hours of the shift remains after reasonable travel time.

SECTION 3. MILITARY LEAVE

- A. Military Leave will be extended in compliance with Ohio Revised Code 124.29, 5923.05 and 5903. All employees of the Engineer who are members of the Ohio National Guard, the Ohio Defense Corps., the Naval Militia, or members of other components of the Armed Forces of the United States without loss of pay for such time as they are in the military service or field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year. The employee shall be required to submit to the department head, an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment under this provision will be made, in any calendar year, shall be in accordance with applicable law.

SECTION 4. MATERNITY LEAVE

- A. Upon written request to the Engineer a pregnant employee shall be granted a leave of absence without pay, subject to the provisions of this paragraph.
 1. Leaves of absences shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable predelivery, delivery, and recovery time as certified by a physician, not to exceed six months. Such leave shall not include time being requested for purposes of childcare following recovery of the employee.

2. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.
3. Upon request, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in paragraph 1.
4. A pregnant employee shall, upon request, be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in paragraph 1.

SECTION 5. FAMILY LEAVE

As per Personnel Policy Manual for Guernsey County dated December 30, 2013

ARTICLE 23 – MISCELLANEOUS

- A. The Engineer agrees to replace personal tools which are stolen while secured on locked tool boxes in the main garage or outpost. In addition the Engineer agrees to replace personal tools which are broken while in normal use on the job, unless such tools are covered by a replacement warranty.
- B. Each employee shall be allowed (15) minutes cleanup time and the Engineer will provide necessary materials to do so. In addition, all vehicles will be refilled during work hours.
- C. Any fines levied against employees for equipment safety violations, overloads or unstable loads will be paid by the Engineer, provided that the employee has protested the situation to the Engineer or his designee and the Engineer or his designee has required the continued operation of the equipment after the protest.
- D. Emergency telephone calls will be relayed to the employee immediately, and the employees will be permitted to leave the work site if an emergency condition exists. If the situation warrants, he will be transported back to his personal vehicle as soon as feasible.
- E. Any training required by the Engineer will be held on county time.
- F. The Engineer agrees to "pick up", at no cost to the employee, the employee's contribution to PERS through a deferral of taxes on those contributions by January 1, 1986, provided that the required approval is obtained from PERS and the IRS.
- G. The Engineer agrees that there shall be a mechanic on duty when three (3) or more pieces of equipment are in operation.
- H. The Engineer and Union agree to share the cost of providing each bargaining unit member a copy of this Agreement, with the Engineer's share not to exceed \$75.00.
- I. The Engineer shall equip mowers with shields to protect the operator from debris and other flying objects.
- J. The Engineer will continue to periodically post vacation time, sick leave, and comp time.
- K. The Engineer will reimburse the cost of CDL renewals for employees.
- L. In recognition of employees' need for work clothes, the Engineer shall pay \$130.00, less applicable withholdings, during the first pay period in March of every calendar year. Mechanic and

Servicemen to receive Engineer supplied uniforms in lieu of clothing allowance.

ARTICLE 24 - CONTINUOUS PERFORMANCE

- A. The Union agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time during the term of this Agreement, which will interrupt or interfere with the operation of the Engineer. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Engineer. In the event of a violation of this Section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.
- B. The Engineer agrees that he will not lock out employees.

ARTICLE 25 - SCOPE AND SEVERABILITY

- A.
 - 1. This Agreement supersedes all previous oral and written agreements between the Engineer and the Union. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement. This Agreement supersedes and replaces all applicable state and local laws on any subject matters covered specifically by this Agreement. Where this agreement is silent, the provisions of applicable law shall prevail.
 - 2. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of t h i s Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.
- B. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of this Agreement shall remain in full force and effect. The Engineer and the Union will meet and negotiate in good faith to seek a mutually satisfactory modification to any provision declared illegal.
- C. It is becomes unfeasible for the Engineer to comply with the terms of this Agreement because of action or lack of action on the part of any government entity, the Union will save the Engineer harmless from any claim which may result from this failure to comply.

ARTICLE 26 • WAIVER IN CASE OF EMERGENCY

- A. 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 Guernsey County Commissioners, the Federal or State Legislature or the Guernsey County Engineer, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:
 - 1. Time limits for management or the Union's replies to grievances.
 - 2. All work rules and/or agreements and practices relating to the assignment of all employees.
- B. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 27 - DRUG TESTING POLICY

- A. Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the Employer, the affected employee, co-workers, and the public.

The policy will be implemented in a consistent, nondiscriminatory manner. All bargaining unit employees will be provided a copy of the Employer's drug testing policy prior to its implementation and Supervisors will be provided

information on how to recognize the symptoms of drug abuse, impairment and intoxication.

B. The term "probable individualized suspicion" shall for the purposes of this policy be defined as follows:

Aberrant or unusual on-duty behavior of an individual employee which:

- i. Is observed on duty and confirmed by the observation of another employee and/or supervisor.
- ii. Is the type of behavior or other indications which are recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol.

"Probable individualized suspicion" must be based on specific personal observation or other indications.

- C. No drug testing may be conducted without authorization of the Engineer or Superintendent. Prior to testing, the employee shall orally be given the basis for the Employer's "probable individualized suspicion" which constitutes the reasons for testing. These reasons shall also be documented in writing by the Engineer as soon as practicable with a copy provided to the employee and Union.
- D. Failure to follow any of the above steps which result in prejudice to the employee or denial of due process rights shall result in elimination of test results as if no tests were administered. The tests results will be destroyed and no discipline administered to the affected employee.

Prior to any testing, employees will be given an opportunity to give an explanation of their condition to the Supervisor, Superintendent, or County Engineer. A Union Steward or representative shall be present during such an explanation if requested by the employee.

If the Engineer is still satisfied that there is "probable individualized suspicion" that the employee may be intoxicated or impaired, then by written order signed by the Engineer, the employee may be ordered to submit to a toxicology test (urine or blood test) designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, opiates, amphetamines, phencyclidine or other illegal drugs in accordance with the procedure set forth below. Adoption of this policy shall be considered express consent by employees to such testing.

If the employee tests "positive", he will be deemed to be on leave with pay for the balance of the workday. Under no circumstances will the employee be permitted to drive himself home.

- E. The following test procedure shall apply to tests administered to bargaining unit employees.

The testing shall be done by WorkPro, or other agency selected by the County.

If the test results are negative, all documentation regarding supervisors, observations and testing will be destroyed.

Any disputes which may arise over compliance with this policy shall be resolved through the grievance and arbitration provisions of the parties' collective bargaining agreement.

- F. The Engineer shall reasonably accommodate an employee's drug or alcohol dependency by allowing such employee to enter a rehabilitation program in accordance with Section G of this Article. The employee's return to employment with the Department shall be conditioned upon successful completion of the program. If the employee refuses rehabilitation, he may be subject to termination of employment.
- G. An employee who admits to a substance abuse problem prior to being suspected or detected shall be given the opportunity to rehabilitation and shall not be disciplined or discharged for such an admission.

However, if the employee refuses rehabilitation, he may be subject to termination of employment.

- H. If there is reason to suspect drug or alcohol possession by an employee, the Engineer may search an employee's assigned County vehicle, tool box, locker or other County property and may also avail himself of other remedies prescribed by law such as interrogation by law enforcement officials. The Engineer may also take reasonable measures to preclude removal or distribution of suspected evidence. However, such searches shall not be unreasonable.
- I. It shall be the obligation of the employee to advise the Engineer of any prescribed medication which could, in any manner, affect or impair the ability of the employee to effectively and efficiently perform the duties of his position.
- J. The County Engineer will implement the requirements of the Omnibus Transportation Employee Testing Act of 1991 beginning January 1, 1996. Such requirements shall include provisions for pre-employment, post accident and random testing for drugs and alcohol. The Engineer shall issue a written policy statement as required by this Act prior to implementation of its requirements.
- K. If the employee fails to produce urine for testing, the Employee may request either hair or blood testing at that time. The employee shall be required to pay the difference in costs of the test above the normal cost to the Employer.

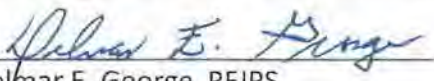
ARTICLE 28-TERM OF AGREEMENT

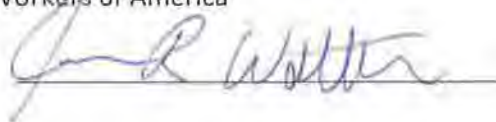
A.

- 1. The terms of this Agreement shall be subject to negotiations at the expiration of the Agreement on September 1, 2018. Although subject to negotiations, the terms of this Agreement shall remain effective until the parties negotiate or modify this Agreement, or until the parties achieve impasse as outlined in Chapter 4117 of the Ohio Revised Code, subject to article 9 of the current collective bargaining agreement...
- 2. The parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between parties, that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute the Agreement, and that all agreements and understandings between the parties are embodied and expressed herein.

B.
This Agreement shall be effective from September 1, 2015 through August 31, 2018.
Signed by authorized representatives of the parties this day of June 4, 2015

Guernsey County Engineer Communications Workers of America

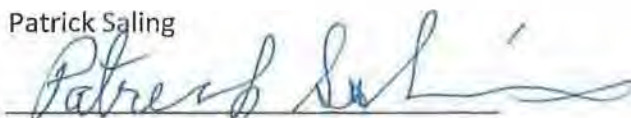

Delmar E. George, PFJPS



Board of County Commissioners:

Communication Workers of America:


Dave Saft

Patrick Saling


Ernest Gardner Jr.

John Duffy


Dave Wilson

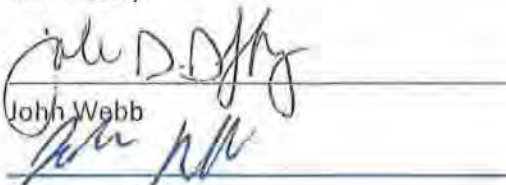

John Webb

EXHIBIT A

I. LOCATION OF MEETINGS

Meetings will be held at a mutually agreed upon location.

II. DATES AND TIMES OF MEETINGS

Sessions will be scheduled by mutual agreement on an as needed basis and will be for 3 hours maximum duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to extend the meeting time.

III. BARGAINING COMMITTEE MAKE-UP

The Union team will consist of no more than 4 participants, with no more than 3 employees of the County Engineer's Department and no more than one (1) representative of C.W.A. The Management team will consist of no more than an equal number of participants.

IV. CHIEF NEGOTIATOR

There shall be only one spokesperson (the Chief Negotiator) for each party, except that he or she may on occasion request one of his team members to address a specific issue.

V. DATA

All requests for data shall be in writing.

VI. WRITTEN PROPOSALS/MATERIALS

All written proposals of material shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

VII. AGREEMENTS

- A. Articles agreed to by the parties will be reduced to writing, duplicated, dated and signed by the parties as a tentative agreement.
- B. Articles approved and agreed upon will be prepared in final form by the Engineer and duplicated with 4 copies provided to the Union Committee.
- C. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as the total agreement is reached on all matters to negotiations.
- D. After final tentative agreement is reached on all Articles, the Union Bargaining Committee will present them to the membership of the local union with a recommendation for ratification.
- E. Upon ratification by the Engineer and the Local Union, the Bargaining Committee will meet within seven (7) days to execute the Memorandum by affixing signatures of the parties.

VIII. MEETING NOTES

No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

IX. MEETING ARRANGEMENTS

The date and time of the next negotiating session shall be agreed upon before the close of each session.

X. CAUCUS

A caucus may be called at any time during negotiations by the Chief Negotiator for either committee.

XI. NEWS MEDIA

It is agreed that during the negotiating period, neither party will issue a statement to the News Media on an individual basis. If, in the normal conduct of negotiations, such press releases should become necessary, the contents must be mutually acceptable. Following the conclusion of each bargaining session, the parties shall jointly agree upon a news release or agree that no news release is necessary. Either party may however, upon written declaration of impasse to the other party of all remaining unresolved issues, make such statement to the news media as deemed necessary.

XII. EXCHANGE OF PROPOSALS

The Union and Engineer shall set a mutually agreeable date to submit proposals for a successor agreement. No new items may be proposed for negotiations after this date although either party may submit counter-proposals to initial proposals. Before negotiating economic issues, all non-economic issues shall be resolved.

XIII. DISPUTE SETTLEMENT PROCEDURE

The parties have established in Article 9 of the current contract mutually agreed upon and exclusive dispute settlement procedure which shall operate in lieu of any and all dispute settlement procedures set forth in O.R.C. 4117.

XIV. WAIVER

Sections of this Agreement may be waived by mutual consent in writing, signed by representatives of both parties.

EXHIBIT "B"

September 1, 2014		September 1, 2014	
EMPLOYEES HIRED	NEW	EMPLOYEES HIRED	NEW
<u>BEFORE SEPT 1, 2012</u>	<u>WAGE</u>	<u>AFTER SEPT 1, 2012</u>	<u>WAGE</u>
Mechanic	\$20.53	Mechanic	\$17.53
Operator A	\$19.51	Highway Worker 1(OA)	\$16.51
Sign Coordinator	\$19.30	Sign Coordinator	\$16.30
Serviceman	\$19.27	Serviceman	\$16.27
Highway Worker 2/Operator B	\$19.01	Highway Worker 2 (OB, BW 1& 2, TD)	\$16.01
Highway Worker 2/Bridge Worker 2	\$19.01		
Highway Wroker 2/Bridge	\$19.01		
Highway Wroker 2/Trucker Driver	\$19.01		
Laborer	\$17.12		
September 1, 2015 (\$0.34/hr)		September 1, 2015 (\$0.34/hr)	
EMPLOYEES HIRED	NEW	EMPLOYEES	NEW
<u>BEFORE SEPT 1, 2012</u>	<u>WAGE</u>	<u>AFTER SEPT 1, 2012</u>	<u>WAGE</u>
Mechanic	\$20.87	Mechanic	\$17.87
Highway Worker 1/Operator A	\$19.85	Highway Worker 1(OA)	\$16.85
Sign Coordinator	\$19.64	Sign Coordinator	\$16.64
Serviceman	\$19.61	Serviceman	\$16.61
Highway Worker 2/(OB,BW,TD)	\$19.35	Highway Worker 2 (OB, BW 1& 2, TD)	\$16.35
Laborer	\$17.46		
September 1, 2016 (\$0.41/hr)		September 1, 2016 (\$0.41/hr)	
EMPLOYEES HIRED	NEW	EMPLOYEES HIRED	NEW
<u>BEFORE SEPT 1, 2012</u>	<u>WAGE</u>	<u>AFTER SEPT 1, 2012</u>	<u>WAGE</u>
Mechanic	\$21.28	Mechanic	\$18.28
Highway Worker 1/Operator A	\$20.26	Highway Worker 1(OA)	\$17.26
Sign Coordinator	\$20.05	Sign Coordinator	\$17.05
Serviceman	\$20.02	Serviceman	\$17.02
Highway Worker 2/(OB,BW,TD)	\$19.76	Highway Worker 2 (OB, BW 1& 2, TD)	\$16.76
Laborer	\$17.87		
September 1, 2017 (\$0.42/hr)		September 1, 2017 (\$0.42/hr)	
EMPLOYEES HIRED	NEW	EMPLOYEES HIRED	NEW
<u>BEFORE SEPT 1, 2012</u>	<u>WAGE</u>	<u>AFTER SEPT 1, 2012</u>	<u>WAGE</u>
Mechanic	\$21.70	Mechanic	\$18.70
Highway Worker 1/Operator A	\$20.68	Highway Worker 1(OA)	\$17.68
Sign Coordinator	\$20.47	Sign Coordinator	\$17.47
Serviceman	\$20.44	Serviceman	\$17.44
Highway Worker 2/(OB,BW,TD)	\$20.18	Highway Worker 2 (OB, BW 1& 2, TD)	\$17.18
Laborer	\$18.29		

EXHIBIT "C"
Highway Worker 1
JOB RESPONSIBILITIES

Works under close supervision of General Superintendent or Foreman. Engages in maintenance/construction of County bridges and roads; personally operates light and/or heavy equipment and performs semi-skilled manual labor tasks to assist in completing work project; performs other related duties as required.

1. DUTIES:

1. Operates single or tandem axle dump truck to haul stone, dirt, hot mix, sand and other materials to and from site.
2. Performs various semi-skilled and unskilled tasks to assist in maintenance of county highways and bridges.
3. May operate loader to load materials.
4. Must be available to operate single or tandem axle snow plow on assigned route during winter months, assists with snow and ice removal as necessary.
5. Able to operate or learn to operate any piece of equipment that is owned by the county.
6. Performs any and all duties connected with highway construction and maintenance. Work in general consists of patching pot holes, cleaning ditches and restoring culverts, handling bridge plank and nailing bridge plank, cutting brush, and cleanup work.
7. Performs miscellaneous tasks related to snow and ice removal by clearing frozen drains or sewers.
8. May be required to flag traffic in or around job site.

QUALIFICATIONS:

- 1) Knowledge of road maintenance/construction procedures, methods and techniques, equipment, materials and tools utilized in road maintenance/construction and maintenance operations, regulations governing road construction and maintenance operations, safety precautions, and construction practices.
- 2) Have Commercial Driver's License. (CDL)
- 3) Able to operate or learn to operate any piece of equipment owned by the county.
- 4) Ability to perform manual labor tasks.
- 5) Demonstrates physical strength to perform manual labor under possible adverse weather conditions.
- 6) Knowledge of snow and ice removal methods and techniques.

OPERATES:

- | | |
|----------------------------------|-------------------|
| 1) Single and Tandem Axle Trucks | 9) Grader |
| 2) Snow Plow and Spreader Box | 10) Dozer |
| 3) Cars | 11) Backhoe |
| 4) Vans | 12) Mower Tractor |
| 5) Chipper | |
| 6) Pickup | |
| 7) E-Z Roller | |
| 8) Front End Loader | |

EXHIBIT "D"
Highway Worker 2
JOB RESPONSIBILITIES

Works under close supervision of General Superintendent or Foreman. Engages in maintenance/construction of County bridges and roads; personally operates light and/or heavy equipment and performs semi-skilled manual labor tasks to assist in completing work project; performs other related duties as required.

DUTIES:

- 1) Operates single or tandem axle dump truck to haul stone, dirt, hot mix, sand and other materials to and from site.
- 2) Performs various semi-skilled and unskilled tasks to assist in maintenance of county highways and bridges.
- 3) May operate loader to load materials.
- 4) Must be available to operate single or tandem axle snow plow on assigned route during winter months, assists with snow and ice removal as necessary.
- 5) Able to operate or learn to operate any piece of equipment that is owned by the county.
- 6) Performs any and all duties connected with highway construction and maintenance. Work in general consists of patching pot holes, cleaning ditches and restoring culverts, handling bridge plank and nailing bridge plank, cutting brush, and cleanup work.
- 7) Performs miscellaneous tasks related to snow and ice removal by clearing frozen drains or sewers.
- 8) May be required to flag traffic in or around job site.

QUALIFICATIONS:

- 1) Knowledge of road maintenance/construction procedures, methods and techniques, equipment, materials and tools utilized in road maintenance/construction and maintenance operations, regulations governing road construction and maintenance operations, safety precautions, and construction practices.
- 2) Have Commercial Driver's License. (COL)
- 3) Able to operate or learn to operate any piece of equipment owned by the county.
- 4) Ability to perform manual labor tasks.
- 5) Demonstrates physical strength to perform manual labor under possible adverse weather conditions.
- 6) Knowledge of snow and ice removal methods and techniques.

OPERATES:

- 1) Single and Tandem Axle Trucks
- 2) Snow Plow and Spreader Box
- 3) Cars
- 4) Vans
- 5) Chipper
- 6) Pickup
- 7) E-Z Roller
- 8) Front End Loader
- 9) Mower Tractor

GUERNSEY COUNTY COMMISSIONERS

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Regular Session
May 18, 2015

The Board of County Commissioners of Guernsey County, Ohio, met in regular session on the above date with the following members present: David L. Wilson and Dave Saft.


A motion was made by Commissioner Wilson, duly seconded by Commissioner Saft, to approve the following:

RESOLUTION AUTHORIZING THE APPROVAL OF A UNION CONTRACT BETWEEN THE GUERNSEY COUNTY ENGINEER AND COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL 4320

Whereas, the Guernsey County Engineer and the Communications Workers of America, AFL-CIO Local 4320, engage in good faith bargaining and entered into a contract which is effective from September 1, 2015 through August 31, 2018; and

Now, Therefore, Be It Resolved that the contract between the Guernsey County Engineer and the Communications Workers of America, AFL-CIO Local 4320 be and is approved by the Board of Guernsey County Commissioners.

All vote yea.
Board of County Commissioners
Guernsey County, Ohio


David L. Wilson, Vice President


Dave Saft, Member