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**AGREEMENT**

**THE COUNTY OF SUMMIT**

**THE SUMMIT COUNTY ENGINEER**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18**

**APRIL 1, 2018**

**THROUGH**

**MARCH 31, 2021**



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## PREAMBLE/PURPOSE

THIS AGREEMENT entered into at Akron, Ohio, between The County of Summit by its duly authorized County Executive and The Summit County Engineer (hereinafter referred to as the ENGINEER), International Union of Operating Engineers, Local 18 (hereinafter referred to as the UNION).

WITNESSETH:

WHEREAS, in order that the Engineer and the Union may work together in harmony and so that any matter which may arise between the Union, its members, or members within the appropriate unit and the Engineer may be settled in an orderly fashion; and

WHEREAS, the parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the Engineer's Department, may be illegal and is highly undesirable not only from the standpoint of the Engineer and the Union, but more particularly so from the standpoint of the general welfare of the citizenry; and

WHEREAS, it is the desire of the parties to this Agreement to avoid disputes, and to bargain collectively with regard to wages, hours and working conditions, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulate as follows: It being specifically understood and agreed that all the provisions herein are subject to the applicable provisions of the State of Ohio Revised Code, state and federal laws, County of Summit ordinances and the constitutions of the State of Ohio and the United States of America, and if any provision is held or found to conflict with said laws, said provision shall not bind either of the parties hereto.

WHEREAS, the existing agreement between the Engineer and the Union expired on March 31, 2018 and

WHEREAS, good faith collective bargaining resulted in certain agreements between the parties:

NOW THEREFORE, the Engineer and the Union agree that the objectives of this Agreement are as follows:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and improved work performance.
- B. To provide for the peaceful adjustment of differences which may arise.
- C. To assure the effectiveness of service by providing an opportunity for employees to meet with Engineer to exchange views and opinions on policies and procedures effecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, state and federal laws, and the constitutions of the State of Ohio and the United States of America.
- D. To protect the right of every employee to fair and impartial treatment.
- E. To provide an opportunity for the Union and the Engineer to negotiate over wages, hours and conditions of employment; it being understood that this Agreement pertains to all employees within the bargaining unit defined hereunder.

## **ARTICLE I: MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining or the grievance procedure and employer representatives in the Department, unless specifically abridged by any subsequent section of this Agreement, reserve and retain, solely and exclusively all of its rights including those exercised in the past to determine its services, staffing, and the scheduling thereof, including the hours of performing these services and the necessity to schedule overtime as well as the amount required thereof; the methods, processes and means of its operations, including the introduction of new methods and facilities, and changes in existing methods and facilities; the contracting and subcontracting for work or services; the right to open, relocate, and close any facility and the right to select its own employees, to determine when a vacancy exists; to hire employees on a regular, probationary, seasonal, temporary or part-time basis, and assign them to duties; the right to supervise and direct employees in the performance of their duties; the right to establish specifications for each class or position and to classify or reclassify and to allocate and reallocate new and existing positions; the right to suspend or discharge employees or take other appropriate disciplinary action; the right to establish and promulgate rules and regulations and from time to time add to or change such rules and regulations.

**Section 2.** The Engineer agrees that the exercise of these rights will not be used for the purpose or intention of undermining the Union or discriminating against its members.

**Section 3.** The parties agree that the Engineer has full authority to take any and all actions necessary to comply with the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA), as well as, any other federal, state or county legislation even though such may affect the employees subject to this Agreement. In the event of a conflict between such federal, state or county legislation and the provisions of this Agreement, such legislation shall be controlling.

## **ARTICLE II: WAIVER IN CASE OF EMERGENCY**

**Section 1.** In case of circumstances beyond the control of the Engineer such an act of God, riot, flood, civil disorder, or any state of emergency, but excluding strikes and other similar work stoppage acts on the part of other Engineer employees, only the following conditions of this Agreement shall be automatically suspended without recourse from the Union upon declaration of said emergency by the Summit County Engineer, Summit County Executive, Governor of the State of Ohio or President of the United States:

- A. Time limits for Engineer replies of grievances.
- B. Limitation on distribution of overtime.
- C. In addition, and notwithstanding other articles of this Agreement, the Engineer reserves the right during any such declared emergency to assign employees to work as needed.

**Section 2.** At the conclusion of such declaration of state of emergency, all above requirements suspended above shall be reinstated.

**Section 3.** Employees will be paid the double-time (2x) rate if any work is performed pursuant to this article for which they would be entitled to overtime, excluding emergencies related to Homeland Security.

### **ARTICLE III: UNION RECOGNITION**

**Section 1.** The Engineer hereby agrees to recognize the Union, as the sole and exclusive bargaining agent, for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit and shall not recognize any other Union or organization as representing any employee within the Union's bargaining unit classifications.

**Section 2.** The Union's bargaining unit is composed of those employees in classifications listed in Appendix "A" of this Agreement, subject to the following exclusions from the bargaining unit:

- A. All supervisory, management, confidential, professional, and employees in the unclassified service.
- B. All positions and job titles of employees not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 3.** Individuals occupying positions excluded from the bargaining unit shall not perform work of such nature during normal working hours that would or should be performed by the employees covered by this Agreement, subject to the following exceptions:

- A. For purposes on instruction, demonstration, or safety evaluation of equipment or vehicles;
- B. In case of disaster or emergency;
- C. Any qualified employee, may perform bargaining unit work pursuant to Section 4, of Article X- Seniority and Layoff and as operationally needed to fill assignments provided that:
  1. Utilization of these employees will not jeopardize the regular workweek of the employees under this Agreement;
  2. The employees under this Agreement will receive the first (1<sup>st</sup>) opportunity for overtime for work performed under this Agreement;
  3. Overtime opportunities from other units will be offered to employees of this bargaining unit after the overtime requirements are followed in those other Collective Bargaining Agreements;
  4. There are at least three (3) employees in this bargaining unit; and
  5. This section will only apply pending languages in AFSCME, Local 1032 contracts permitting the Union members to perform some bargaining unit duties of AFSCME Local 1032.

## ARTICLE IV: UNION REPRESENTATION

**Section 1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure, shall be known as Stewards. Each Steward may have an alternate Steward, to act as Steward, in the absence of the regular Steward.

**Section 2.** The Union may designate not more than one (1) Steward and one (1) alternate to conduct appropriate Union business as outlined in this article.

For purposes of this article, appropriate Union representative business is defined as:

- A. Representation of a member at any step of the grievance procedure.
- B. Representation of a member at a disciplinary conference.
- C. Attendance at meeting between the Union and Engineer where their attendance is requested or at meetings concerning the health and safety of bargaining unit employees.

**Section 3.** The Steward shall be permitted reasonable time off with pay during regular working hours to conduct appropriate Union representative's business as designated in Section 2 of this article.

**Section 4.** Rules governing the activity of the local Union Steward and their alternate are as follows:

- A. The Steward or alternate must obtain, in advance, authorization from his/her immediate supervisor before beginning Union activities. Such authorization shall not be unreasonably withheld.
- B. The Steward or alternate shall identify the reason for request at the time Union activity time is requested;
- C. The Steward or alternate shall not conduct Union activities in any work area without notifying the supervisor in charge of that area and the nature of the Union activity;
- D. The Steward or his alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the Steward's or alternate's immediate supervisor; and
- E. Failure to comply with such order may result in disciplinary action if it is found that the Union Steward or alternate is abusing the rules of this section.

**Section 5.** Any changes made in the Steward or alternate Steward shall be furnished to the Engineer, in writing, before being recognized by the Engineer.

**Section 6.** All Union representatives shall be required to complete the Union representative's time form to be given to the Steward's immediate supervisor upon return

to the work area. Said forms shall be furnished by the Engineer and shall be obtained from the supervisor. Said forms are attached hereto as Appendix B.

#### **ARTICLE V: UNION SECURITY**

**Section 1.** The Engineer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

**Section 2. Union Administrative Dues and Deductions.** Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the employer in the bargaining unit, the employer shall deduct said uniform administrative dues, fees, and assessments upon approval of the County Fiscal Officer. The Union shall be responsible for obtaining all individually signed authorizations. The Union will hold harmless the employer for any liabilities under said deductions.

**Section 3. Indemnification.** The Union shall indemnify and save the Engineer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the Engineer in reliance upon said authorization card furnished to the Engineer by the Union for the purpose of complying with this article.

**Section 4. Maintenance of Membership** Employees who become members of the Union shall remain members of the Union for the duration of this Agreement, unless promoted to a position in which Union membership is not permitted, in which event Union membership will be terminated on the effective date of the promotion. Member employees shall have fifteen (15) days preceding the end of this Agreement to withdraw from the Union by presenting a notice of withdrawal to the Treasurer of the local Union in writing, who in turn will forward said notice to the Engineer.

**Section 5. Fair Share Fee.** Effective April 1, 1985, employees in the bargaining unit who sixty (60) days from their date of hire are not members of the Union, shall pay a fair share fee to the Union as a condition of employment. The amount of the fair share fee shall be certified to the Engineer by the Treasurer of the local Union. The deduction of fair share fees shall be automatic and does not require written authorization for payroll deduction from any affected bargaining unit employee.

#### **ARTICLE VI: NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Summit County. Therefore:

- A. The Union agrees that either it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Engineer by

its members. When the Engineer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall inform and instruct all employees of the bargaining unit to immediately return to work.

- B. Any employee failing to report to work, or who participates or promotes such strike activities as previously outlined, may be discharged.
- C. The Engineer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section A of this article.

## **ARTICLE VII: PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, creed, national origin, disability, political opinions or affiliation. The Union shall require equally with the Engineer the responsibility for applying this provision of this Agreement.

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

**Section 3.** The Engineer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Engineer or his/her representatives against any legal employee activity.

**Section 4.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employees exercising this right.

**Section 5.** The parties agree that the Engineer has full authority to take any and all actions necessary to comply with the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), and Ohio House Bill 308.

## **ARTICLE VIII: PROBATION PERIODS**

**Section 1. New Hire.** Every newly hired full-time employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first (1<sup>st</sup>) day for which the employee is credited with compensation from the Engineer and shall continue for a period of one hundred and eighty (180) calendar days. Employees may be terminated during their New Hire Probationary Period without appeal. The probationary period may be extended upon mutual consent of the Engineer and the Union.

**Section 2. Promoted Employees.** A newly promoted employee shall serve a probationary period of ninety (90) calendar days. The probationary period may be extended upon mutual consent of the Engineer and the Union.

**Section 3.** An employee failing to successfully complete his/her promotional probationary period shall be returned to his/her former position.

## **ARTICLE IX: EMPLOYMENT**

**Section 1.** The hiring of employees shall be at the office(s) designated for that purpose by the Engineer who shall have final approval. All newly hired employees shall be on a one hundred and eighty (180) day probationary period; however, seniority for employees successfully completing the probationary period shall start from the date of hire. The probationary period will not affect an employee's eligibility for Union membership.

**Section 2.** The Engineer and the Union agree that maintaining a qualified workforce is in the best interest of both parties. The Engineer and the Union recognize that retention and advancement of employees contribute to positive morale and efficient operations. The purpose of this article is to provide uniform and consistent standards for the recruitment and selection of employees.

**Section 3.** The Engineer's Human Resources Section will screen job applications based on specific job-related criteria and will select a number of individuals to interview. As a step in this screening process, the Human Resource Section may request references or contact prior employers. If appropriate for the position, the Human Resources Section may also administer a job skills assessment as a screening and selection aid. Assessments must be performed on an equitable, consistent and nondiscriminatory basis. Hence, if one (1) candidate is assessed, then all serious candidates for that job must be assessed.

**Section 4.** The assessment tool(s) and procedure(s) will be developed by the Human Resource Section with input from the Union. Assessments will be related to the duties to be performed, and results will be quantifiable. The hiring decision itself will remain a function of the Engineer and may not be based solely on the results of the job skills assessment(s).

**Section 5.** As part of the screening and selection process for the recruitment of employees, the Engineer may require a physical examination including the applicant's medical history to ensure the candidate is physically capable of performing the job with or without reasonable accommodation. The applicant may be required to demonstrate necessary physical abilities relevant to the job requirements. All costs for the physical exam shall be paid for by the Engineer.

**Section 6.** The Union shall be entitled to consult with the Human Resources Section regarding skills, training and career planning programs for employees upon request. The Engineer will make available to all bargaining unit employees applying for a promotion, demotion or transfer, advisory information regarding the relevant job skills, requirements and assessment procedures.

**Section 7.** The Engineer and the Union agree to update existing job descriptions to accurately represent the requirements of existing classifications within six (6) months from the signing of this Agreement. If job requirements for a classification should change during the life of this Agreement, the parties will meet to revise the job description and the assessment criteria if necessary.

#### **ARTICLE X: SENIORITY AND LAYOFF**

**Section 1.** Seniority for the purposes of bidding on a vacancy shall be the length of service at the Engineer's office. For all other purposes in this Agreement, seniority shall be defined as the uninterrupted length of continuous service with the state, a county or any county health district. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. An authorized leave of absence does not constitute a break in continuous service provided the employee returned to active service following the expiration of the leave.

**Section 2.** A seniority list for bidding purposes shall be posted upon the Union's request twice (2x) a year. Any employee shall accept the assignment given him except that of Foreman's duties. After accepting the assignment, the matter shall be referred to the grievance procedure if the employee believes there is a grievance. Seniority shall not allow an employee to choose for whom he shall work or what equipment he shall operate.

**Section 3.** Employees within the bargaining unit, when qualified, will be given an opportunity to fill any vacancy as declared by the Engineer. Notice of such vacancies will be posted at least one (1) calendar week before the closing date for submitting applications, and employees who wish to be considered for the posted job must file written application with the Engineer by the end of the posting period. Where the Engineer determines that two (2) or more applicants are equal in qualifications, then seniority, as defined in Section 1 of this article, shall govern and the most senior qualified applicant will be awarded the vacancy.

**Section 4.** In case of a temporary vacancy due to illness, injury, vacation, leave of absence, etc., the Department Head or designee may appoint any qualified employee to fill such vacancy temporarily without the posting of a notice of vacancy. If any vacancy is filled by an employee not working under this bargaining unit, the appointment shall have a thirty (30) day time limit, then be filled by a qualified employee working under this bargaining unit.

**Section 5.** In all cases of filling vacancies, the final approval of the applicant shall rest with the Engineer. Employees promoted to vacancies under the terms of this section shall serve a ninety (90) day probationary period.

**Section 6.** When the Employer determines that a layoff will occur, the following order of reduction will be implemented: temporary, seasonal, part-time, full-time probationary and then full-time regular. Employees will be laid off in accordance with this order and based on qualifications and bargaining unit seniority.

In the event of recall, employees will be recalled based on qualifications and bargaining unit seniority. The recall period is twelve (12) months.

#### **ARTICLE XI: CLASSIFICATIONS AND EQUIPMENT**

**Section 1. Classification.** All employees shall be classified and paid the rate for their classification.

Any employee within the bargaining unit that is temporarily assigned to duties of a position with a higher pay range than is the employee's own shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary base of the higher level position for such work performed on that day to the nearest hour.

Any employee required to fill temporarily the place of an employee in a lower classification shall not have his/her rate of pay reduced to such temporary work, but shall continue to receive the rate of pay for his/her regular classification.

In no event shall a bargaining unit employee be paid at a rate less than his/her classification.

**Section 2. Types of Equipment.** The classification of Operator's equipment shall include but not be limited to the following:

- A. Rubber-Tired Hydraulic Backhoes
- B. Track Type Hydraulic Backhoes
- C. Draglines
- D. Cranes
- E. Bulldozers
- F. Rubber-Tired Ditch Excavators
- G. Skid Steer Loader

The Skid Steer Loader is to be operated mutually by members of Local 1032, AFSCME Ohio Council 8, AFL-CIO and members of the Union.

**Section 3. Certification and Licensure.** Should the Engineer require employee to obtain additional certifications and/or licenses (beyond a CDL license), the Union shall have the right to negotiate additional compensation for such additional certification and/or license with the Engineer.

#### **ARTICLE XII: FULL WORK WEEK**

Provided that bargaining unit employees report for work regularly and perform this work assigned to them satisfactorily, the Engineer will make every effort to provide forty (40) hours work for each employee, each week.

## ARTICLE XIII: HOURS OF WORK

**Section 1.** The regular workweek shall be forty (40) hours, beginning Monday a.m. and ending Friday p.m. The regular workday shall be eight (8) hours, beginning at 7:30 a.m. and ending at 4:00 p.m., unless otherwise established by the Engineer upon at least fourteen (14) days advance notice to the employees affected and the Union. There shall be a one-half (1/2) hour period for lunch from 11:30 a.m. to 12:00 noon provided this time period does not interfere with the completion of a phase or a project in progress. An employee shall be given the privilege of taking a fifteen (15) minute break during some period of the morning at a time designated by the Department Head or his designated representative.

**Section 2.** Habitual or unexcused absenteeism or tardiness shall be just cause for discipline up to and including discharge.

**Section 3.** The regular workday shall begin and end at the station to which the employee is assigned or at his/her machine, if left on the job and the employee is so instructed by his/her immediate supervisor to report directly to the machine site.

**Section 4.** Employees called to report to their station or job site for emergency work shall be paid at the overtime rate, beginning at the arrival time at their respective stations or job sites, as applicable, unless called for a set time.

**Section 5.** As a condition of employment, it is understood and agreed that all employees are on twenty-four (24) hour call for all emergencies.

**Section 6.** Should it be necessary to work a forty (40) hour workweek in other than five (5) eight (8) hour days, only straight time will be paid for those forty (40) hours. Also, the workweek may be staggered. The Engineer and Union shall meet and confer in the event such a change would be necessary.

**Section 7.** The hours for all shifts, to begin and end are as follows:

7:30 A.M.	to	4:00 P.M. - ½ hour unpaid lunch
3:30 P.M.	to	12:00 A.M. - ½ hour unpaid lunch
11:30 P.M.	to	8:00 A.M. - ½ hour unpaid lunch

## ARTICLE XIV: OVERTIME

**Section 1. Overtime Hours Worked.** All hours worked in excess of forty (40) hours per week by bargaining unit employees and all hours worked on Saturday and Sunday shall be overtime. Unexcused sick leave will not be considered hours actually worked for purposes of calculating overtime. Overtime will be paid at the time and one-half (1-1/2) rate. Overtime shall only be allowed upon authorization of the Engineer or his designee.

**Section 2. Call-Back, Overtime.** An employee called for emergency work during his/her normal off-duty hours and more than two (2) hours prior to the start of his or her scheduled

shift shall be guaranteed at least two (2) hours pay at the applicable rate. In the event the employee completed his/her call-out work in less than the two (2) hour guarantee, he/she may choose to return to his/her place of residence.

**Section 3. Work Extended Past Normal Hours.** An employee whose work extends past his/her scheduled shift, upon the direction of his/her supervisor, shall be guaranteed a minimum of one (1) hour of overtime pay or work at the applicable rate. If the work extends beyond one (1) hour, overtime shall be paid for all time actually worked.

**Section 4. Posting of Overtime.** A written record of overtime hours worked and/or charged to each employee shall be posted on bulletin boards for those employees in their respective stations to examine. Overtime work shall be distributed as equally as possible to employees working within the same job classification, and the variance of overtime hours shall not exceed sixteen (16) hours at the end of each calendar year if at all possible. Overtime rosters shall be posted and updated on January 1<sup>st</sup> of each year. Charged overtime will revert to zero (0) as of December 31<sup>st</sup> of each year.

**Section 5. Charging Overtime.** An employee who is asked or called but declines to work pre-scheduled overtime shall be charged with the number of overtime hours the same as if he or she had worked. An employee who is asked or called to work overtime for operational emergency shall be required to report as a condition of employment unless on an authorized leave of absence or justifiable circumstances.

**Section 6. Limitations.** No employee shall be allowed to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period, nor shall he be called back to work for at least eight (8) hours after being relieved from his/her sixteen (16) consecutive hour duty. In the application of the above, the workday begins at 12:01 a.m. and ends at 11:59 p.m.

#### **ARTICLE XV: REPORT AND CALL IN PAY**

**Section 1.** An employee who reports for work at the regular starting time in accordance with his/her schedule and who has not been advised by the Engineer not to so report, shall be guaranteed at least two (2) hours work at the applicable rate of pay.

**Section 2.** If an employee is called in by the Engineer to report for work outside of his/her normal tour of duty, he/she shall be guaranteed at least two (2) hours work at the applicable rate of pay.

**Section 3.** If an employee is required to work by the Engineer beyond his/her regular shift or is called into work earlier than the normal starting time his/her regular shift and such time abuts that shift, the employee shall be paid in accordance with the appropriate overtime provisions, provided that such employee is in active pay status for the completion of the regularly assigned shift for that day.

## ARTICLE XVI: HOLIDAYS AND VACATIONS

**Section 1.** All full-time bargaining unit employees of the Engineer shall be granted the following paid holidays:

First (1 <sup>st</sup> ) Day of January	(New Year's Day)
Third (3 <sup>rd</sup> ) Monday of January	(Martin Luther King Day)
Third (3 <sup>rd</sup> ) Monday in February	(Presidents Day)
Last Monday in May	(Memorial Day)
Fourth (4 <sup>th</sup> ) of July	(Independence Day)
First (1 <sup>st</sup> ) Monday in September	(Labor Day)
Second (2 <sup>nd</sup> ) Monday in October	(Columbus Day)
Eleventh (11 <sup>th</sup> ) Day of November	(Veterans Day)
Fourth (4 <sup>th</sup> ) Thursday in November	(Thanksgiving Day)
Following Friday	(Day after Thanksgiving)
Twenty-fourth (24 <sup>th</sup> ) of December	(Christmas Eve)
Twenty-fifth (25 <sup>th</sup> ) of December	(Christmas)

Employee's birthday (To be taken at a time that is mutually agreed upon with the Employer, no more than ten (10) calendar days of that year, prior to the employee's birthday, and within the remainder of the calendar year, or it will be added to the employee's vacation accumulation).

- A. Any employee within the bargaining unit who works on any holiday stated above (excluding the employee's birthday), shall be compensated in addition to the regular eight (8) hour holiday pay.
  1. Excluding Christmas, employees will be compensated at time and one-half (1 1/2) for all hours worked, in addition to the regular pay for the holiday; Employees called in on Christmas (December 25) when said holiday falls on Monday through Friday, shall be paid double-time (2x) for all hours actually worked in addition to the regular eight (8) hour holiday pay.
  2. Employees called in on Christmas (December 25) when said holiday falls on a Saturday or Sunday shall be paid double-time (2x) for all hours actually worked.
  3. When New Year's Day (January 1) falls on a Saturday or Sunday, only time and one-half (1 1/2) will be paid for any hours actually worked.
  4. Employees called in on a holiday shall be guaranteed a minimum of two (2) hours premium pay.
- B. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday. Holiday pay will not be given while the employee is on any leave of absence without pay.

C. In order to receive holiday pay, the employee must work the entire scheduled day prior to and the entire scheduled day after said holiday, unless on previously scheduled and approved vacation status (not emergency vacation) for those days. Employees are permitted to utilize sick leave for the day before and/or day after the holiday. However, a satisfactory certificate signed by a licensed medical physician will be admissible for the aforementioned days.

D. Personal days may be utilized for the day before and/or the day after a holiday in order to be paid for the holiday.

**Section 2.** All full-time bargaining unit employees of the Engineer shall be granted paid vacation after one (1) year of continuous service as follows:

AFTER YEARS OF SERVICE	NUMBER OF WEEKS VACATION
One (1)	Two (2) Weeks
Five (5)	Three (3) Weeks
Ten (10)	Four (4) Weeks
Sixteen (16)	Five (5) Weeks

A. A vacation sign-up roster for the various stations, classification, and crews, shall be circulated by the Engineer or his designee and will accommodate employees in order of seniority where operationally possible. The Engineer shall make every effort to grant vacation for the periods requested.

B. **Increments of Vacation Leave and Carry-Over.**

Vacation leave may be taken in increments of four (4) hours during a regularly scheduled workday for one (1) full workday or more. Any use of vacation leave must be for four (4) hours or for a minimum of one (1) full day. Vacation leave taken in a four (4) hour increment must be for either the beginning four (4) hours or the ending four (4) hours of the regularly scheduled workday and must have the advance approval of the immediate Supervisor in order to accommodate the scheduling of work and transportation to a designated work site where applicable. Employees may accumulate no more than three (3) years of vacation leave carry-over, which shall be paid to the employee upon retirement, resignation, termination or to the employee's estate in the event of death along with any vacation leave earned for the year immediately preceding at the then current rate of pay.

C. **Use During Illness – Injury.**

Employees may use vacation during periods of illness or injury with the approval of the Engineer or his designee.

**D. Prior Service.**

Prior service with the Engineer or any political subdivision of the state shall be used in determining service credit for purposes of vacation accumulation, pursuant to Ohio Revised Code Section 9.44. However, such service shall not be determined as seniority preference or credit.

**E. Personal Days.**

Full-time bargaining unit employees, after completion of one (1) year of service, shall be entitled to three (3) personal days (twenty-four (24) hours) per the calendar year out of existing sick time accrued. The time off must be scheduled and approved by the Engineer and does not carry over for the next year. Unused personal leave remains as accumulated sick leave. A personal day may be taken in full eight (8) hour increments or may be utilized in one (1) hour increments. For the purposes of this paragraph, a calendar year is defined as the period of time from January 1 through December 31 of the same year. Employees desiring to use a personal day must notify their immediate supervisor or other person designated by the Engineer prior to start of the normal shift with exceptions for extenuating circumstances or emergency type situations. All personal days must be scheduled in advance if they are requested before or after a holiday.

## **ARTICLE XVII: SICK LEAVE**

**Section 1. Crediting Sick Leave.** Sick leave credit shall be earned by full-time employees in the bargaining unit at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

**Section 2. Charging of Sick Leave.** Sick leave may be requested in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 3. Uses of Sick Leave.**

- A. Sick leave shall be granted to an employee upon approval of the Engineer and for the following reasons:
  1. Illness or injury of the employee or a member of his immediate family.
  2. Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days.)
  3. Medical, dental or optical examination or treatment of employee or a member of his immediate family which required the employee, and which cannot be scheduled during non-working hours.
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through

exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

5. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: The definition of immediate family for purposes of sick leave usage as defined in this article shall be for self, spouse, child or parent, step-parent, grandparents, grandchildren, and any other relation listed in County Ordinance Chapter 169 as immediate family for sick leave purposes. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined as: aunts, uncles, grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), and any other relation listed in County Ordinance Chapter 169 as immediate family for bereavement leave purposes.

**Section 4. Evidence Required for Sick Leave Usage.** The Engineer shall require an employee to furnish a standard written signed statement explaining the nature of the illness or absence to justify the sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 5. Notification by Employee.** When an employee is unable to report to work he/she shall notify the Crosier Street Watchman or Timekeeper at a reasonable hour prior to the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

**Section 6. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid will be required by the employee.

**Section 7. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Engineer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Engineer may require a physician's certificate to the effect that the absence of the employee was essential to care for the ill person. If absence due to illness exceeds two (2) consecutive working days, the employee shall be required to furnish a certificate from a licensed physician.

**Section 8. Physician's Examination.** The Engineer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not capable, the employee may be placed on sick leave or medical leave. The cost of such examination shall be paid by the Engineer.

**Section 9.** Employees who retire under P.E.R.S. while employed at the Engineer's office with ten (10) or more years service shall be paid as follows:

- A. Current employees of the bargaining unit employed prior to April 1, 1981 shall be entitled to forty percent (40%) of a maximum actual sick leave balance upon retirement, not to exceed sixty (60) days; however, if an employee on April 1, 1981, had more than one hundred fifty (150) days sick leave balance he/she shall be entitled to forty percent (40%) of his/her actual sick leave balance upon retirement, whichever is greater.
- B. New employees of the bargaining unit employed after April 1, 1981, shall be entitled to fifty percent (50%) of a maximum actual sick leave balance upon retirement, not to exceed ninety (90) days.

In the event a permanent full-time employee of the bargaining unit dies, his/her estate shall be credited with such unused sick leave accumulation up to either qualifying provision stated above.

**Section 10.** If illness or disability continues past the time covered by earned sick leave, the Engineer may grant a leave without pay to such employee in accordance with Article XIX-Leaves of Absence (Without Pay) of this Agreement.

**Section 11. Sick Leave While on Workman's Compensation.** An employee absent from work because of a service-connected occupational illness or injury, as determined by the Industrial Commission, which results in the employee receiving Workman's Compensation payments, may elect to use accumulated sick leave credits to supplement his Workman's Compensation payments, in the following manner:

- A. The Engineer will pay one (1) hour of accumulated sick leave for every three (3) working hours lost and for which the employee is receiving Workmen's Compensation payments.  
Said pay is to be charged against the employee's accumulated sick leave. In no event shall the total of the Workman's Compensation payment plus the payment for accumulated Sick Leave exceed the employee's gross pay for forty (40) hours of work at his regular rate. Employees using Workman's Compensation are not eligible for sick leave accumulation.
- B. If an employee wants to have his sick leave reinstated and to have Workman's Compensation instead of the sick leave benefits that he has already received, he must follow the steps as outlined by the State of Ohio Bureau of Workman's Compensation.
- C. When it becomes necessary, due to an on the job injury, for an employee to seek the services of a physician, he shall be paid the balance of the shift at his appropriate rate of pay, if the employee is unable to complete his shift. A Foreman or other responsible individual is to be notified immediately of such accident, and a Foreman's report is to be made and submitted to the Engineer's office.

## ARTICLE XVIII: COURT LEAVE

**Section 1.** The Engineer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Employees shall be entitled to keep any compensation for court or jury duty.

**Section 2.** Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. Such absences must be taken as leave without pay or vacation, and only if scheduled and approved in advance with the Engineer.

**Section 3.** It is understood that an employee released from jury duty or who concludes his or her court obligation prior to the end of the first (1<sup>st</sup>) half of his/her scheduled shift for that day, shall report for work for the remaining hours.

**Section 4.** In order to be eligible for payment under this article, an employee must notify his/her supervisor within twenty-four (24) hours after receipt of notice of court appearance or selection for jury duty and must furnish a written statement from an appropriate court official showing the date the employee served or appeared and the amount of pay received if applicable.

**Section 5.** An employee who is on authorized vacation and who is required to serve on jury duty during his vacation may have his vacation extended by the number of days he is required to serve, provided such employee complies with the applicable provisions of this article, including proper notice to the supervisor.

**Section 6.** The Engineer may request on behalf of the employee from the proper authorities, that the employee be excused from serving on jury duty.

**Section 7.** Employees selected for jury duty who are on other than first (1<sup>st</sup>) shift shall be assigned to the first (1<sup>st</sup>) shift for those days they are required to serve as jurors.

## ARTICLE XIX: LEAVES OF ABSENCE (WITHOUT PAY)

**Section 1.** Employees are subject to the Summit County Family Medical Leave policy.

**Section 2.** The authorization of a leave of absence without pay is a matter of administrative discretion and may be granted by the Engineer for a maximum duration of six (6) months for any personal reason of the employee, including health or illness, and may be renewed or extended by the Engineer for an additional six (6) months. Such requests for leave shall be in writing and shall be accompanied by a licensed medical physician's recommendation if for health or illness, and shall state the specific purpose and prognosis for such leave. An employee may be granted, at the discretion of the Engineer, leave for a maximum period of two (2) years for purposes of education, training or specialized

experience which would be of benefit to the Engineer by improved performance at any level or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by the Engineer. Failure to return to duty within three (3) working days of the completion of an agreed leave of absence shall be considered as just cause for discharge or automatic resignation.

If it is found that such leave is not actually being used for the stated purpose, the Engineer may cancel the leave and discharge the employee.

**Section 3.** All leaves of absence without pay must be applied for in writing to the Engineer or his designee at least ten (10) calendar days in advance of the date on which the leave is requested to begin, except in emergency leaves, which shall be handled on an individual basis and any leaves granted in accordance with the Family and Medical Leave Act (FMLA).

**Section 4.** An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where seniority is a factor.

**Section 5.** Leaves in excess of the above provisions of this article, may be granted on a case by case basis at the discretion of the Engineer.

## **ARTICLE XX: HOSPITALIZATION AND LIFE INSURANCE**

**Section 1.** The Engineer shall provide all employees, covered by this Agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical and prescription drug benefits. Optional plans may be offered. However employees will be required to pay the cost of the premium contributions of those plans.

**Section 2.** All employees who receive benefits will pay ten percent (10%) of the premium costs through payroll deductions unless they choose an employer offered optional plan.

**Section 3.** The following cost-containment items have been incorporated into the current benefits for all programs:

- A. Offer waiver of fifty dollars (\$50.00) per month out of the program to employees who provide proof of other coverage, excluding a spouse's Summit County insurance coverage, and who elects to have no county insurance coverage. An employee who receives the Summit County insurance from a spouse also working for the County is not eligible for the incentive set forth in this section.

**Section 4.** The Engineer will provide each eligible employee a term life insurance policy in the amount of twenty thousand dollars (\$20,000.00).

#### **ARTICLE XXI: HEALTH AND SAFETY**

**Section 1.** The Engineer and the Union agree that the safety of the employee is the mutual concern and duty of both parties. The Union and all bargaining unit employees shall cooperate with the Engineer in abiding by and complying with all applicable federal and state safety statutes, rules and regulations, and practices necessary to maintain a safe and healthful workplace.

**Section 2.** The Engineer shall provide, at no cost to bargaining unit employees, such equipment, he deems necessary and essential to maintain a safe and healthful workplace. Hardhats, safety vests, and other safety equipment or apparel must be worn as directed or appropriate disciplinary action may be taken, up to and including discharge.

**Section 3.** All stations shall be provided with adequate First Aid equipment.

**Section 4.** The Engineer shall recognize the Union safety committee to be comprised of one (1) member selected by the Union. 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 Union safety committee shall suffer no loss of pay or benefits for attendance at such meetings.

**Section 5.** All employees shall promptly report any unsafe conditions to their supervisor. If the supervisor fails to reasonably correct such condition, the Union safety committee may request to meet with the Engineer in an attempt to resolve the matter.

**Section 6.** All employees involved in an accident on the job shall immediately report such accident to their supervisor, and the employee shall complete an accident report or other incident report as appropriate and provide same to his/her supervisor as soon as possible. Such report forms shall be available through the employee's supervisor. Affected employees shall be provided a copy of the said report(s) once fully completed and upon the employee's request.

**Section 7.** In the event an employee returns to work after an extended illness or injury continuing for fourteen (14) or more continuous calendar days, the Engineer may request that an employee take a physical examination, conducted by a licensed medical physician, at no cost to the employee, to determine the employee's physical capability to perform the duties of the position.

Upon request by the employee a copy of such report of the employee's physical examination will be provided to the employee. This medical report shall be considered confidential by the Engineer and will not be released to any other party without specific written authorization from the employee releasing this information.

**Section 8.** All employees must wear standard leather hard soled work shoes or boots during all work hours and while on the Engineer's premises or at work sites. Employees who report to work without proper footwear or other apparel suitable for the weather conditions for that day may be sent home without pay.

#### **ARTICLE XXII: RETIREMENT PLAN**

**Section 1.** All eligible employees of the bargaining unit will be covered for retirement benefits as prescribed by the Ohio Public Employees Retirement System (O.P.E.R.S.) in accordance with Chapter 145 of the Ohio Revised Code.

#### **ARTICLE XXIII: LABOR-MANAGEMENT COMMITTEE**

**Section 1.** In order to further promote the purposes of this Agreement, a joint committee of the Union and the Engineer or his designee shall meet in order to discuss matters concerning the administration of this Agreement. Such a committee meeting shall be held within ten (10) calendar days upon written notification by either party; however, only one (1) such meeting will be held in any month unless mutually agreed to otherwise.

**Section 2.** Such committee shall meet at the offices of the Engineer unless mutually agreed otherwise and shall consist of not more than four (4) representatives on behalf of each party.

**Section 3.** An agenda shall be exchanged between the parties at least three (3) working days in advance of the scheduled committee meeting, unless mutually waived, and shall contain a list of those matters to be discussed.

#### **ARTICLE XXIV: GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is any unresolved question or dispute regarding the interpretation, application, or compliance with any provision of this Agreement by a bargaining unit employee and shall be processed in the following manner:

**Step 1.** A grievance must be presented orally to the employee's immediate supervisor within three (3) working days after its occurrence; or after it has become known to the employee, whichever is later; however, no grievance will be considered if filed later than twenty (20) working days after the occurrence of the incident giving rise to the grievance. The employee may be accompanied, if he so requests, by a duly authorized Union representative. If the grievance is not resolved in this manner, it shall, within two (2) working days, be reduced in writing by the aggrieved party and presented to his immediate supervisor.

Within four (4) working days thereafter, the supervisor shall furnish the employee and the Union, if the employee is so represented, with a written answer to the

grievance. If the employee does not invoke Step 2 within four (4) working days, the grievance shall be considered resolved by the supervisor's answer.

**Step 2.** If the grievance is not settled at Step 1, the grievant shall have the right to make an appeal in writing, within four (4) working days after receipt of the Supervisor's written answer to the grievance, to the Maintenance Superintendent. The Maintenance Superintendent, the immediate supervisor, the Union steward and/or staff representative if requested by the grievant and aggrieved shall, within four (4) working days, meet and attempt to resolve the matter. The Maintenance Superintendent shall reduce his decision to writing and submit it to the grievant and the Union steward if the grievant is so represented within four (4) working days after such meeting. If the employee does not invoke Step 3 within four (4) working days, the grievance shall be considered resolved by the Maintenance Superintendent's answer.

**Step 3.** If the grievance is not settled at Step 2, the grievant may appeal, in writing and within four (4) working days, to the Engineer. The Engineer, or his designated representative(s), one (1) staff representative and/or one (1) District Representative and/or Steward if requested by the grievant, and the aggrieved shall meet and attempt to resolve the matter. The Engineer shall reduce his decision to writing and submit it to the aggrieved and the president of the Union if the grievant is so represented within seven (7) working days after such meeting. If the grievance is not resolved to the satisfaction of the grievant, it may be arbitrated.

**Step 4.** Any grievance involving the interpretation, application or compliance with any provision of this Agreement and which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated. Arbitration proceedings may be initiated by the grievant within ten (10) working days of the written Step 3 decision of the Engineer.

**Section 2.** Final and binding arbitration may be initiated by the grievant or the Union, if the grievant is so represented, by serving upon the Engineer a notice in writing of an intent to proceed to arbitration. Said notice shall identify the grievance or grievances, the department, and the employee involved. Unless the parties can, within five (5) working days following the receipt of such written notice, agree upon the selection of an Arbitrator, either party may in writing request the Federal Mediation and Conciliation Service to submit a list of Arbitrators to both parties. The parties shall, within five (5) working days of the receipt of said list, meet for the purpose of selecting the Arbitrator by alternatively striking names from said list until one (1) name remains. Such person shall then become the Arbitrator. The Arbitrator so elected shall hold a hearing at a time and place convenient to both parties. In the event the Arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another Arbitrator.

The Arbitrator shall not have the authority to add to, subtract from, or modify the expressed terms and provisions of this Agreement, not to limit or interfere in any way with the statutory limit or interfere in any way with the statutory responsibilities and duties of the Engineer, and his decision shall be strictly limited to the interpretation, application or enforcement of the specific articles and sections of this Agreement. The Arbitrator's decision shall be final, conclusive and binding upon the Union and Engineer.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the Arbitrator's jurisdiction. The first (1<sup>st</sup>) question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

**Section 3.** All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Any bargaining unit employee whose attendance is required for the hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

**Section 4.** The written grievance shall state on the grievance form the specific article and paragraph of this Agreement alleged to have been violated, an explanation of the relevant facts, and the specific relief requested.

**Section 5.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect of the Engineer. Failure of the grievant to timely file any grievance under any step of the procedure shall mean that such grievance shall automatically be terminated.

**Section 6.** The time limitations provided in this article may be extended by the mutual written agreement between the Engineer and the Union. Where a workday appears in this article, it shall be interpreted to mean the days of Monday through Friday, excluding Saturdays, Sundays, and holidays, regardless of the grievant's work schedule.

**Section 7.** The Engineer and the Union will develop jointly a grievance form for which the Union shall have the responsibility of duplication, distribution and accounting of grievance forms. (See Appendix C for examples).

## ARTICLE XXV: DISCIPLINARY PROCEDURE

**Section 1.** The Employer shall not demote, suspend, discharge or take any disciplinary action without just cause, and the disciplinary procedure shall not restrict the Engineer's exclusive right to immediately suspend, demote, discharge or take any other disciplinary action for the first (1<sup>st</sup>) offenses involving:

- A. Being under the influence of or consuming alcohol, narcotics, or other hallucinogens while on duty.
- B. Immoral conduct on Engineer property or conviction of any felony.
- C. Willful abuse or destruction of County or public property.
- D. Stealing. County or employee property.
- E. Falsifying employment application as pertaining to health and criminal records.
- F. Any other act, neglect of duty, or failure of good behavior which immediately endangers or adversely affects the health, welfare, or safety of County employees, the public, or operations of the Engineer.

**Section 2.** Disciplinary action shall be generally applied in a corrective, progressive, and uniform manner, including one (1) or more verbal or written warnings and one (1) or more suspensions without pay before termination from employment, except in cases of gross misconduct where immediate action must be taken by the Engineer. The parties to this Agreement recognize that some offenses are of such original severity and gravity as to warrant immediate termination. In cases of progressive discipline, the progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance, conduct, and attitude.

**Section 3.** The Engineer shall forward to the Union president or his designee a copy of any disciplinary action taken against any bargaining unit employee who is a member of the Union within twenty-four (24) hours after such action.

**Section 4.** Discipline shall be administered at the discretion of and at the time designated by the Engineer or his designee.

**Section 5.** If a holiday observed by the Engineer occurs during a period of suspension, the holiday shall be considered as one (1) of the suspension days provided for in the disciplinary action and the employee will not be paid for the holiday.

**Section 6.** Bargaining unit employees shall not be used in the issuing of any type of disciplinary actions taken against other bargaining unit employees.

**Section 7.** Any disciplinary action which affects a bargaining unit employee may be grieved beginning at Step 3 by such employee in accordance with Article XXIV- Grievance Procedure of this Agreement.

**Section 8.** In disciplinary actions affecting bargaining unit employees, such employees may appeal either to the State Personnel Board of Review or through the

grievance procedure in accordance with Article XXIV- Grievance Procedure of this Agreement, but in no case shall the employee be permitted to appeal through both the Board of Review and grievance procedure. Any employee who chooses the grievance procedure shall waive his legal rights of appeal to the Board of Review in writing.

## **ARTICLE XXVI: RATES OF PAY**

### **Section 1. Rates of Pay.**

The pay schedule shall reflect each year of this Agreement at the entry, or base, rate and the after probation rate as follows:

<u>DATE</u>	<u>BASE RATE</u>	<u>AFTER PROBATION RATE</u>
April 1, 2018 (3.0% increase)	\$22.54	\$26.19
April 1, 2019 (3.0% increase)	\$23.22	\$26.98
April 1, 2020 (3.0% increase)	\$23.92	\$27.79

### **Section 2. Probationary Periods.**

The purpose of a probationary period is to make sure the employee can and will perform satisfactorily and to provide a period of training, supervision, and counseling by a Supervisor to review the employee's progress, or lack of thereof, and to make a determination as to whether or not the employee will be permitted to remain in the employ of the County of Summit Engineer.

Every newly hired employee will be required to serve a probationary period. The new hire probationary period shall begin on the first (1<sup>st</sup>) day for which the employee receives compensation from the Engineer as a full-time employee and shall continue for a period of one hundred and eighty (180) days or eighty-five (85) working days, whichever is greater, excluding time spent on any form of leave of absence, such as sick leave. Any new employee who does not perform satisfactorily during the probationary period will be released from the employ of the Engineer without right of appeal or grievance. The probationary period may be extended upon the mutual consent of the Engineer and the Union.

## **ARTICLE XXVII: SAVINGS CLAUSE**

This Agreement is subject to all applicable federal and state laws and constitutions and shall be interpreted so as to comply fully with such laws. If any article of this Agreement, or any part thereof, should be made invalid by operation or official interpretation of law, including that of a tribunal of competent jurisdiction, the remainder of this Agreement shall not be effected thereby and shall remain in full force and effect. The Engineer and the

Union will not make changes concerning matters subject to this Agreement pursuant to this article without first (1<sup>st</sup>) attempting to negotiate and reach an agreement thereon.

#### **ARTICLE XXVIII: OPERATION OF MOTOR VEHICLE**

**Section 1.** Employees are subject to the Engineer's policy regarding the operation of a motor vehicle.

#### **ARTICLE XXIX: SUMMIT COUNTY SUBSTANCE ABUSE PREVENTION POLICY**

**Section 1.** All employees of the Engineer's office are subject to the Summit County Substance Abuse Prevention Policy by Summit County Codified Ordinance 169.28 as amended from time to time with the Union being notified of any changes.

#### **ARTICLE XXX: UNIFORMS, EQUIPMENT AND DRESS**

##### **Section 1. Uniforms and Maintenance:**

The Engineer shall supply uniforms for bargaining unit employees of the Maintenance Department as required by the Highway Maintenance Superintendent or his designee. Employees in the said department are required to wear proper Engineer's uniforms and work boots during work hours. Uniforms shall be delivered to the employee's duty station on a set day each week.

The Engineer will maintain and replace as needed, articles of uniform clothing; provided that employees shall be responsible for replacing all uniform items that can not be accounted for and/or lost. Employees will be responsible for maintaining reasonable care of said uniforms. Uniforms are expected to be used for duties and tasks only when employees are on compensated duty for the Engineer. All uniforms will be considered property of the Engineer.

The Engineer will provide five (5) Engineer logo tee-shirts per year to all personnel required to wear uniforms. Said Engineer logo tee-shirts are not subject to interim Engineer maintenance or replacement.

##### **Section 2. Safety Footwear:**

Engineer employees whom are required to wear safety footwear, annually each employee shall have an allowance not to exceed two hundred dollars (\$200.00) for the purchase of safety toe work shoes or boots subject to the following conditions:

- A. Safety toe shoes/boots must be worn when working.
- B. Safety shoes/boots must be approved by the Highway Maintenance Superintendent and meet requirements of American National Standards Institute.

The Engineer shall utilize the voucher system whereby employees are given a purchase order number with which to purchase boots from a supplier of the Engineer.

Employees shall be responsible for repairing and replacing all footwear. Employees will be responsible for maintaining reasonable care and cleanliness of said footwear. All footwear is expected to be used for duties and tasks only when employees are on compensated duty for the Engineer.

### **Section 3. Inclement Weather Gear:**

The following inclement weather gear shall be supplied by the Engineer for personnel required to work outdoors as part of their normal duties:

- A. Rain gear and waterproof footwear – issued and replace as determined by the Engineer.

All inclement weather gear, except for contact and designated footwear, will remain the property of the Engineer. Employees will be responsible for maintaining reasonable care and cleanliness of said inclement weather gear. The Engineer will replace or repair said gear, if deemed unserviceable upon inspection by the Highway Maintenance Superintendent, due to severe wear or for accidental or catastrophic incidents; provided that employees shall be responsible for replacing all gear that cannot be accounted for and/or lost. All gear is expected to be used for duties and tasks only when employees are on compensated duty for the Engineer.

### **Section 4. Return of Uniforms and Personal Gear upon Termination of Employment:**

Employees must return all articles of clothing and personal gear that was provided by the Engineer and considered Engineer property, at the time the employee leaves employment with the Engineer. If an employee fails to return any item of clothing or personal gear, the replacement cost of any non-returned item(s) shall be deducted from the employee's final paycheck. Such Engineer items include:

- A. All Engineer issued uniform items.
- B. All rain gear and waterproof footwear items.

### **ARTICLE XXXI: COMMERCIAL DRIVERS LICENSE**

The Engineer and the Union after discussions regarding job requirements for a Commercial Drivers License (CDL), have reduced to writing their understandings and agreements affecting those employees who are required by state and/or federal law to possess a valid CDL and make diligent efforts to obtain and maintain such a license together with any applicable endorsement:

- A. The Engineer shall provide reasonable training at no charge for such employees in preparation for the taking of the CDL test. The Engineer will also provide such employees necessary vehicles for the taking or retaking of the skills test if required. Such employees will also be paid their regular rate of pay during training and testing.
- B. Current employees will be given thirty (30) days from the signing of this Agreement to obtain a temporary CDL (Learners Permit), and an additional sixty (60) days thereafter to obtain a valid CDL. An employee who fails the skills test will be granted an additional thirty (30) days to obtain a valid CDL, with the benefit of an Engineer's vehicle. If an employee fails the skills test a second (2<sup>nd</sup>) time, they will be given another thirty (30) day extension. However, they will be required to use a vacation or personal leave to re-take the skills test without the benefit of an Engineer's vehicle. Any employee unable to obtain a valid CDL within this designated time period will be placed on permanent lay-off without recall rights for failure to obtain the required license.
- C. Employees shall be responsible for the payment of any fees relating to CDL licensing and skills testing.
- D. For the Heavy Equipment Operator classification, a CDL is a job requirement. Without the CDL, the employee does not meet the minimum job requirements. Obtaining and maintaining a CDL is a personal responsibility of the employee. If an employee fails to obtain or maintain a CDL as required, he/she is not qualified for the job. If an employee's CDL is suspended or revoked, he/she is not qualified for the job during the period of suspension or revocation. If the employee loses the CDL permanently, he/she is not qualified for the job.
- E. It is the intent of the Engineer to maintain a workforce that is qualified to perform the jobs assigned. It is the intent of the Engineer to provide some leeway in the maintaining of a CDL that is not unduly harsh to an employee but at the same time encourages the personal discipline required to be a responsible employee. For these employees who do not maintain the required licensure, it is not the intent of the Engineer to provide an indefinite layoff status whereby the Engineer is dependent upon the employee to return to work or not. The objective is for the employee to regain the proper licensure as quickly as possible and return to performing the duties of the appropriate job classification requiring licensure.
- F. Prior to removal of an employee under any conditions directly related to the obtaining or maintaining the required CDL or endorsement(s), the Engineer agrees to meet with the Union and the employee to discuss alternatives or other accommodations.

- G. A suspension or revocation of a CDL, where modified by a court of competent jurisdiction to permit an employee to drive for the purpose of work, is not acceptable to the Engineer. A court is not the employer, and the Engineer will regard any suspension or revocation of a CDL, regardless of any court qualifications or stipulations, as not meeting job qualifications.
- H. Where an employee has failed to obtain or maintain a CDL or has had the CDL suspended or revoked, the employee may elect to take:
  1. A paid vacation leave or unpaid leave not to exceed one-hundred and eighty (180) calendar days or as a court may have prescribed.
  2. A straight layoff for the period of suspension or revocation not to exceed one hundred and eighty (180) calendar days or as a court may have prescribed.
- I. If the CDL is not obtained or reinstated within that time period, the employee is considered as removed from employment for failure to obtain or maintain the required license.
- J. In those situations where an employee has had the CDL reinstated through court action but re-testing is required, the employee will be provided an additional thirty (30) workdays to accomplish such testing. Where testing is required, such will be at the expense of the employee.
- K. Once an employee elects an option of either paid/unpaid leave or a layoff, there is no reversal of that decision.
- L. Regardless of the layoff or the paid/unpaid leave, an employee may only be granted this consideration two times (2x). Any third (3<sup>rd</sup>) failure to maintain a CDL will result in permanent layoff without recall rights. A loss of a CDL as a result of a substance abuse problem is disposed under the provisions of the current policy.
- M. The Engineer will make a one time (1x) reimbursement to current employees for the original skill testing fee based upon receipt of acknowledgment of a successful test.

#### Article XXXII: PAID PARENTAL LEAVE

**Section 1.** Purpose. Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of Parental leave for birth or adoption of a child. However, often times the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for employees to take up to a maximum of six (6)

calendar weeks of continuous paid leave to provide necessary parental care immediately following the birth or adoption of a minor child.

**Section 2.** Eligibility. To be eligible for benefits under Paid Parental Leave, an employee shall:

- A. Have been employed by the County of Summit for at least twelve (12) months;
- B. Have worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
- C. Be the biological parent of the newly born or legal guardian of a newly adopted child;
- D. Reside in the same residence as the newly born biological child or adopted child;
- E. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child;
- F. Submit the request to the appointing authority on the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave.
- G. Any employee who provides false or misleading information on the appropriate form under subsection, F, above or who fails to submit the appropriate form under subsection F, above, or the documentation under subsection D, above, or who otherwise provides false or misleading information as to subsections, C or D, above, shall be subject to discipline, up to and including termination.

**Section 3.** Duration of Leave. An employee who is eligible for Paid Parental Leave pursuant to Section 2, above, may take Paid Parental Leave for all hours of work during the six (6) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth in Section 4, below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. The employee may elect to utilize intermittent Paid Parental Leave, provided however, that the minimum amount of any portion of intermittent leave shall be one (1) full workday, and, in the event an employee elects to take intermittent PPL, the leave shall not extend beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the employee's supervisor prior to any workday where the leave can be utilized.

**Section 4.** Effective Date and Triggering Event. Eligibility for taking Paid Parental Leave shall begin on the exact date of birth of an employee's child or on the exact day on which custody taken by the employee for an adoption placement. If an employee adopts multiple children, the Paid Parental Leave triggering event shall be considered a single qualifying event, and will not serve to increase the length of leave for employee, so long as the children are adopted within six (6) weeks of each other. If an employee is the parent of more than one (1) child born at the same time, the Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee.

**Section 5.** Other Employee Benefits. Employees will remain eligible to receive all employer provided paid benefits and continue to accrue all other forms of paid leave. The employee will receive all forms of paid leave, regardless of the pay status during the period of Paid Parental Leave.

**Section 6.** Overtime/Holiday Pay/ Outside Employment. Employees are ineligible for overtime pay during the period of time they are receiving Paid Parental Leave, and, in the event of intermittent use of Paid Parental Leave, during any week where Paid Parental Leave is utilized by the employee. An employee shall continue to receive their holiday pay, if they are receiving their full pay during the Paid Parental Leave period, and if they comply with all other policy or contractual provisions to receive holiday pay. Employees are ineligible to hold outside employment during the period of Paid Parental Leave. Any employee found to holding outside employment during PPL shall be subject to discipline up to and including termination in accordance with Article XXV- Disciplinary Procedure of this Agreement. Any holiday pay received by an employee for any work day during the six (6) week calendar week period of Paid Parental Leave shall constitute the sole pay for the employee for those hours worked and shall not be in addition to the employee's Paid Parental Leave. Additionally, the occurrence of any holiday during six (6) calendar weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

**Section 7.** FMLA/Paid Time Off. Paid Parental Leave shall run concurrently with Family Medical Leave, and employees using Paid Parental Leave who meet the eligibility requirements of the FMLA shall have the entire non-working period of Paid Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, Section 169.22 (j) (7) of the County of Summit Codified Ordinance will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's right under FMLA.

**Section 8.** Death of an Unborn or Newborn child. An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 2, above, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental leave, the employee shall be entitled to the full extent of the Paid Parental Leave permitted under Section 3, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article XXXII shall apply to Paid Parental Leave granted pursuant to this section.

#### **ARTICLE XXXIII: TERMINATION**

**Section 1.** This Agreement shall remain in full force and effect from April 1, 2018, through March 31, 2021.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Engineer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the

other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

**Section 2.** The parties agree that, except to the extent specifically referenced and authorized in the foregoing articles and sections or mandated by R.C. Chapter 4117, generally the Ohio Revised Code, including the specifically Chapter 124, shall not be applicable to this Agreement.

**APPENDIX "A"**

Local 18, I.U.O.E., bargaining unit classifications:

Heavy Equipment Operator

**APPENDIX "B"**  
**SUMMIT COUNTY ENGINEER**

**UNION REPRESENTATION TIME FORM**

UNION REPRESENTATIVE NAME: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

DESTINATION: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON: (Check mark one)

PROCESS GRIEVANCE NUMBER \_\_\_\_\_

ATTEND DISCIPLINARY CONFERENCE \_\_\_\_\_

ATTEND MEETING WITH ENGINEER \_\_\_\_\_

OTHER (explain) \_\_\_\_\_

LEFT WORK LOCATION: \_\_\_\_\_ AM/PM \_\_\_\_\_  
(or begun representation activities) ENGINEER/REPRESENTATIVE SIGNATURE

ARRIVED AT DESTINATION: \_\_\_\_\_ AM/PM \_\_\_\_\_  
ENGINEER/REPRESENTATIVE SIGNATURE

LEFT DESTINATION: \_\_\_\_\_ AM/PM \_\_\_\_\_  
ENGINEER/REPRESENTATIVE SIGNATURE

ARRIVED AT WORK  
LOCATION: \_\_\_\_\_ AM/PM \_\_\_\_\_  
ENGINEER/ REPRESENTATIVE SIGNATURE

INDICATE ENGINEER FACILITIES AND/OR EQUIPMENT TO BE USED FOR THIS UNION  
ACTIVITY (i.e. telephone, etc.): \_\_\_\_\_ REPRESENTATIVE

UNION REPRESENTATIVE SIGNATURE

Tripletate:

cc: UNION  
SUPERVISOR/DEPARTMENT HEAD  
PERSONNEL DIRECTOR

**APPENDIX "C"**  
**SUMMIT COUNTY ENGINEER**

**GRIEVANCE APPEAL**

Step \_\_\_\_\_

Local \_\_\_\_\_

Name of Employee \_\_\_\_\_ Grievance No. \_\_\_\_\_

Classification \_\_\_\_\_ Division \_\_\_\_\_

Date Presented \_\_\_\_\_ Date \_\_\_\_\_

Nature of Grievance; Article and Section Violated: \_\_\_\_\_

Statement of Facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

Employee \_\_\_\_\_ Steward \_\_\_\_\_

Date Received \_\_\_\_\_

Supervisor's Answer: DATE \_\_\_\_\_



SIGNATURE PAGE

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18  
AGREEMENT FOR THE PERIOD APRIL 1, 2018 TO MARCH 31, 2021

*Dr. J. Richard E. Dalton*  
ILENE SHAPIRO  
SUMMIT COUNTY EXECUTIVE

*Brian K. Harnak*  
BRIAN K. HARNAK, ESQ.  
DEP. DIR. LABOR RELATIONS  
SUMMIT COUNTY EXECUTIVE

*Dr. Deborah S. Matz*  
DEBORAH S. MATZ, ESQ.  
DIRECTOR, LAW AND RISK  
SUMMIT COUNTY EXECUTIVE

*Alan Brubaker*  
ALAN BRUBAKER  
SUMMIT COUNTY ENGINEER

*Steven C. Brunot*  
STEVEN C. BRUNOT  
DIRECTOR OF ADMINISTRATION  
SUMMIT COUNTY ENGINEER

*Patrick Dobbins*  
PATRICK DOBBINS  
DEP. DIR. OF PUBLIC SERVICE  
SUMMIT COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS AGREEMENT HAS BEEN APPROVED BY THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 18 AND THAT THE  
FOLLOWING ARE AUTHORIZED BY SAID LOCAL TO SIGN THIS INSTRUMENT:

*Richard E. Dalton*  
RICHARD E. DALTON  
BUSINESS MANAGER

*Thomas P. Byers*  
THOMAS P. BYERS  
PRESIDENT

*Joseph W. Casto III*  
JOSEPH W. CASTO III  
DISTRICT REPRESENTATIVE

*Douglas P. Pallaye*  
DOUGLAS P. PALLEYE  
BUSINESS REPRESENTATIVE

*John Ketron*  
JOHN KETRON  
CHIEF STEWARD LOCAL 18

