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Lake County Engineer

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**American Federation of State, County, and Municipal
Employees,
AFL-CIO, Ohio Council 8**

Collective Bargaining Agreement

April 1, 2020 - March 31, 2023.

Table of Contents

PREAMBLE.....	4
ARTICLE 1 -INTRODUCTION	4
ARTICLE 2 - RECOGNITION	4
ARTICLE 3-NON-DISCRIMINATION.....	5
ARTICLE 4-UNION REPRESENTATION	5
ARTICLE 5-UNION SECURITY.....	6
ARTICLE 6-BULLETIN BOARDS.....	7
ARTICLE 7-MANAGEMENT RIGHTS	7
ARTICLE 8-NO STRIKE / NO LOCKOUT	8
ARTICLE 9-LABOR MANAGEMENT MEETINGS	9
ARTICLE 10- PROBATIONARY PERIOD	9
ARTICLE 11-JOB POSTING/BIDDING AND VACANCIES.....	10
ARTICLE 12-LAYOFF AND RECALL.....	11
ARTICLE 13-SENIORITY.....	12
ARTICLE 14-GRIEVANCE PROCEDURE.....	14
ARTICLE 15-UNION LEAVE	16
ARTICLE 16-DISCIPLINARY PROCEDURE	16
ARTICLE 17-BARGAINING UNIT WORK	18
ARTICLE 18-TEMPORARY TRANSFERS & ASSIGNMENTS OF WORK.....	18
ARTICLE 19-LUNCH AND BREAKS	19
ARTICLE 20-HOURS OF WORK/OVERTIME	20
ARTICLE 21-SICK LEAVE.....	21
ARTICLE 22-VACATION	23
ARTICLE 23-HOLIDAYS.....	24
ARTICLE 25-PERSONAL DAY.....	24
ARTICLE 26-FUNERAL LEAVE	25
ARTICLE 27-MILITARY LEAVE	25
ARTICLE 28-JURY DUTY	25
ARTICLE 29-INSURANCE.....	25
ARTICLE 30-WAGES.....	26

ARTICLE 31-UNIFORMS27
ARTICLE 32-LICENSES.....27
ARTICLE 33-INJURY ON THE JOB28
ARTICLE 34-PERSONNEL FILES.....28
ARTICLE 35-GENDER AND PLURAL.....28
ARTICLE 36-HEADINGS.....28
ARTICLE 37-OBLIGATION TO NEGOTIATE.....28
ARTICLE 38-TOTAL AGREEMENT29
ARTICLE 39-CONFORMITY TO LAW29
ARTICLE 40-SEVERABILITY29
ARTICLE 41-DURATION.....29
ARTICLE 42-EXECUTION.....30

PREAMBLE

In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into this Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A. To recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B. To promote fair and reasonable working conditions;
- C. To promote individual efficiency and service to the citizens of Lake County;
- D. To avoid interruption or interference with the efficient operation of the Employer's business; and
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion

ARTICLE 1 -INTRODUCTION

This Agreement is hereby entered into by and between Lake County, Ohio Engineers Office, hereinafter referred to as the "Employer", and Local _____ and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

Section 2.01. The bargaining unit covered by this Agreement is as certified by the Ohio State Employment Relations Board, hereinafter referred to as "SERB," in case number 2019-REP-01-0004, and is describe there as the following employees of the Lake County Engineer's Office:

Included: All full-time employees working for the Lake County Engineer in the following positions: Laborers, Equipment Operators I, Equipment Operators II, Equipment Operators III, Mechanics, Traffic Techs and Sign Techs.

Excluded: All confidential employees, management level employees and supervisors as defined in the Act; all seasonal and casual employees as defined by the board; including Clerical Employees, Foremen, Bridge Engineer, Chief Design Engineer, Design Engineer, Highway Engineer, Production Engineer, County Engineer, Chief Surveyor, Chief Deputy Engineer, Records Management Specialist, Survey Tech, GIS Specialist, Administrator, Assistant Chief Deputy Engineer, Resident Engineer, Road Superintendent, Survey Tech II, Finance Officer and Assistant Finance Officer.

Section 2.02. If the Lake County Engineer establishes a newly created classification which did not exist on the effective date of this Agreement, the Employer will notify the Union of the newly created classification and whether such position is to be included into the bargaining unit. If the position is to be included within the bargaining unit, the Union shall have ten (10) days to request a meeting for the parties to negotiate the pay rate for the position. If the Union disagrees with the determination of the positions status as included or excluded from the bargaining unit, the Union shall have ten (10) work days to request a meeting with the Employer to determine whether or not the position shall be included in the bargaining unit. If the parties disagree, the Union may file a petition with SERB for a determination. The decision of SERB will be final.

ARTICLE 3-NON-DISCRIMINATION

Section 3.01. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, gender, race, color, creed, national origin, religion, military status, veteran status, genetic information, disability, or any other Federal or State of Ohio protected class.

Section 3.02. The Employer and the Union agree that Union membership or non-membership is at the discretion of the employee and that neither the Employer or Union will discriminate against any employee because of such membership or non-membership, nor shall the Employer discriminate against any employee for any lawful Union activity.

Section 3.03. All references to employees in this Agreement designate both sexes, and wherever gender is used it shall be construed to include male and female employees.

ARTICLE 4-UNION REPRESENTATION

Section 4.01. The Employer shall recognize three (3) employees to act as Union stewards for the purpose of processing grievances in accordance with the Grievance Procedure. One steward shall represent each three business locations of the Employer.

Section 4.02. The Employer agrees that no more than two (2) staff representatives of the Union shall be admitted to the Employer's Facilities and sites during working hours; upon prior notification to the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances, at the request of the Employer, and attend other meetings as required by this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate an appropriate meeting place for such visits.

Section 4.03. The Union shall provide to the Employer a roster of its Local officers and stewards which is to be kept current at all times. No employee shall be recognized by the Employer as a Union representative until the Union has notified the Employer of that person's selection.

Section 4.04. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay.

ARTICLE 5-UNION SECURITY

Section 5.01. The employer shall deduct Union initiation fees and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deduction. The dues deductions shall be made from the first pay check of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction with the next regularly scheduled deduction, providing the employee will be working during this subsequent pay period

The Union shall advise the Engineer, in writing, of the amounts to be deducted. The deducted amounts shall be remitted to the Union within fifteen (15) calendar days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: (a) for employees for which deductions were made, the name of the employee and amount deducted; and (b) the name of each employee who has been dropped from the prior check off list and the reasons for the omission.

The deducted amount shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, at the following address: 6800 North High Street, Worthington, Ohio 43085

Section 5.02. Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of union membership does not revoke union dues authorization which may be only revoked as set forth below in section 5.03 of this Article.

Section 5.03. Union Dues Revocation: Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 5.04. The Employer shall furnish the name, address and phone number of all newly hired bargaining unit employees to the Local President within 30 days of employment.

Section 5.05. The Local Union President, or his/her designee, shall be permitted to attend County orientation sessions for new employees or to meet with new employees for a reasonable period of time, not to exceed thirty (30) minutes, during normal working hours for the purposes of making a presentation relative to the Union. Such meeting shall be without loss of pay.

Section 5.06. **PEOPLE Checkoff.** The Employer will deduct voluntary contributions to the *American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee* from the wages of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the County by the Union. Money deducted shall be remitted

to the Union no later than ten (10) days following the end of the pay period in which the deduction is made.

Payment shall be made to the Treasurer of PEOPLE and transmitted to Ohio Council 8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085.

The payment will be accompanied by an alphabetical list of the names of those employees for who a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted. An employee shall have the right to revoke such authorization by giving written notice to the County and the Union at any time. The County's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues deduction.

ARTICLE 6-BULLETIN BOARDS

Section 6.01. The Employer agrees to provide space for the Union bulletin board at each garage. Designated Union Representatives may, by appointment, have access to the bulletin board. Prior to posting any material, the Union Representative must notify the Employer.

Section 6.02. The bulletin board shall be supplied by the Employer and mounted by the Employer's employees. The location of the bulletin board shall be in an area where all employees have easy access to, but outside the view of the general public. The size of the bulletin board shall be limited to two (2) feet by three (3) feet.

Section 6.03. All notices shall be posted by the designated Union Representatives. Union related information so long as the information is non-offensive, non-political, or not derogatory in nature may be posted. Any posting determined by the Engineer to violate the above, will be removed by the Employer and returned to the designated Union Representative.

Section 6.04. No Union-related notices may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union without permission of the Employer.

ARTICLE 7-MANAGEMENT RIGHTS

Section 7.01. Except to the extent expressly abridged by specific articles and sections of this Agreement, the Employer retains all of its rights, functions, duties and responsibilities to manage, except where those rights are specifically limited by this Agreement.

These rights shall include but not be limited to:

A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purpose and control of the types and numbers of materials, machines, tools and equipment to be used; the selection

of the location, number and type of facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials or methods of operation;

B. The right to determine starting and quitting times, work schedules and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary;

C. The right to determine the method or process by which work is performed; the right to contract, subcontract and purchase any or all work, processes or services; to adopt, revise, enforce or delete working rules and carry out cost control and general improvement programs;

D. The right to establish, change, combine or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content and classification and establish wage rates for any new or changed classifications;

E. The right to establish or continue policies, practices or procedures for the conduct of the Employer's business and its services to the citizens of Lake County and, from time to time, to change or abolish such practices or procedures;

F. The right to establish training programs and upgrade requirements for employees within the department;

G. The right to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other reasons;

H. The right to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business.

ARTICLE 8-NO STRIKE / NO LOCKOUT

Section 8.01. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. The Union agrees that it will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

B. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

C. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is

specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work, Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this Section, however only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 8.02. The Employer 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 have violated Section 8.01(B) of this article.

Section 8.03. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9-LABOR MANAGEMENT MEETINGS

Section 9.01. The Union or Employer shall submit to the other party an agenda with a list of issues the party wishes to discuss and the names of the representatives who will be attending.

Section 9.02. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.

Section 9.03. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings. Each party may have up to three (3) representatives, this may be expanded upon mutual consent of the parties.

Section 9.04. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

Section 9.05. Labor Management meetings shall be held within a reasonable amount of time by ~~both parties~~ **either party**.

ARTICLE 10- PROBATIONARY PERIOD

Section 10.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of three hundred sixty five (365) days. Time spent on any leave of absence without pay and any paid leave of absence in excess of three (3) working days shall not be counted as part of the probationary period. The

probationary period shall be extended by a corresponding period of time. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Section 10.02. Any newly-promoted employee will be required to successfully complete a probationary period. The probationary period for newly-promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) days. Time spent on any leave of absence without pay and any paid leave of absence in excess of three (3) working days shall not be counted as part of the probationary period. The probationary period shall be extended by a corresponding period of time. In the event a promoted employee is returned to their former position by the Employer or themselves during probation, the employee(s) subsequently displaced will have no right to file a grievance relating to their being returned to their former positions.

ARTICLE 11-JOB POSTING/BIDDING AND VACANCIES

Section 11.01. The Employer shall determine when a vacancy exists. The Employer shall post, internally on one (1) bulletin board specified for such postings and shall provide a copy to the Union President. Each announcement shall specify the title and nature of the job, the required qualifications, pay range, and the deadline and place of application. Each announcement shall be posted for five (5) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Engineer or designee no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employee applicants bear the responsibility for ensuring that all verifications of qualifications are supplied to the Engineer or designee and/or in their personnel file prior to the expiration date of the posting. Employees who are on an approved vacation may file a written application with the Engineer or designee not later than three (3) working days following the employee's return from the approved vacation.

Section 11.02. The Employer will consider the following criteria in selecting the successful applicant: experience, ability to perform the essential functions of the job; records of attendance, discipline, and education. All criteria will be considered equally important. Employee applicants shall be evaluated first for the vacancy where possible. However, no guarantee exists that employees who meet minimum qualifications will receive the job. The Employer will select the most qualified applicant based on these criteria. In the event all of the above named criteria are equal, seniority shall be the deciding factor. However, if an employee disagrees with the Employer's decision they may grieve the decision up to Step 3.

Section 11.03. An employee awarded a new job shall be required to complete a ninety (90) calendar day probationary period. If it is determined that the employee cannot perform the new job, he will be reduced to his previously-held position at his prior rate of pay and such reduction shall not be appealable.

ARTICLE 12-LAYOFF AND RECALL

Section 12.01. Layoff.

- A. When the Employer determines that a layoff or job abolishment is necessary because of lack of work, lack of funds, consolidation or job abolishment, curtailment of activities, or otherwise, the Employer shall notify the affected employees and the Union five (5) days in advance of the effective date of the layoff or job abolishment. The Employer agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union. The Employer and Union may agree to implement a paper layoff process under which employees who are to be laid off or displaced may be required, before the date of the actual layoff, to preselect their options for displacing other employees.
- B. The Employer may layoff all employees within the classification of layoff according to their classification seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, and probationary employees within the effected job classification, within the effected department, are laid off first in the above respective order.
- C. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of bargaining unit seniority within the classification of the affected layoff, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 12.02. Bumping Rights. Except for a mutually agreed to paper layoff process pursuant to Section 12.01A above, the following shall apply. Any employee receiving notice of layoff shall have two (2) workdays following receipt to exercise any right to displace (bump) the least senior employee in the same classification. If there is none, then the employee may displace (bump) the least senior employee in a lower classification within the classification series, provided that the employee has more bargaining unit seniority than the employee displaced. Employees displaced pursuant to this provision may in turn displace the least senior employee in a lower classification in the same classification series, provided the employee has more bargaining unit seniority than the employee displaced. This procedure shall continue successively until the last employee in the lowest classification in the classification series has been reached, and if necessary, laid off. Any employee displaced from his/her position shall have two (2) workdays to exercise her bumping rights. In no circumstance may an employee bump out of his classification series due to a layoff.

In all cases where one employee is exercising his seniority to displace another employee, his right to displace into another job classification is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace into, as determined by the County Engineer or his designee.

Section 12.03. Recall.

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees to the classification from which they were laid off or any lower classification in the same classification series. The Employer shall recall such employees according to bargaining unit seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift or unit at which they were working when laid off.

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with their latest mailing address.

- B. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of their intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer.

ARTICLE 13-SENIORITY

Section 13.01. Bargaining unit seniority shall be computed on the basis of uninterrupted length of continuous service with the Lake County Engineer.

Classification seniority is the uninterrupted length of continuous service in the employee's current classification. Choice of snowplow route shall be determined by total continuous bargaining unit seniority.

The following situations shall not constitute an interruption in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;
- C. Military leave;
- D. A layoff of 12 months duration or less.

Section 13.02. The following situations constitute an interruption in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than twelve (12) months;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to work for more than three (3) working days without having given, and received advance approval, of his pending absence, unless he is unable to do so as certified by the appropriate authority;
- F. He becomes unable to perform his job's duties due to illness;
- G. Injury and is unable to return to work upon the expiration of any leave applicable to him;
- F. Failure to return to work at the expiration of leave of absence;
- G. Resignation; and
- H. Transfer out of the bargaining unit (at the completion of six [6] calendar months).

Section 13.03. Effective for employees hired following the signing of this Agreement, ties in seniority shall be broken by the affected employees drawing numbers from a box with the employee having the lowest number being the more senior. The Union Local President or designee shall be present at the drawing.

Section 13.04. The Employer shall post and provide the local Union President with a seniority list annually in October or November, showing the seniority of each employee in the bargaining unit by classification and bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 13.05. The Employer shall provide the local Union President with the following list semiannually:

- A. Names, addresses and telephone numbers of current employees and those who have left the bargaining unit or are on an unpaid leave of absence and;
- B. Names, addresses and telephone numbers of new hires and transfers into the Union.

ARTICLE 14-GRIEVANCE PROCEDURE

Section 14.01. The Grievance Procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and, if appropriate, action taken to correct the particular situation. Punitive action shall not be taken against any employee for submitting a grievance.

Section 14.02. The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of only this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Section 14.03. All Grievances must be processed at the proper step in the progression in order to be considered at any subsequent Step. Any situation that occurs at a higher level of supervision and that gives rise to a Grievance, may be filed with the level of supervision at which the alleged Grievance occurred. In order for the Grievance to receive consideration under this procedure, the Grievant must present the Grievance in writing at the proper level of supervision within five (5) working days of the occurrence of the situation giving rise to the Grievance.

The Grievant or the Union may withdraw a Grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at any Step to lapse without further appeal.

Any Grievance not answered by Management within the stipulated time limits shall be considered answered in the negative (denied) and may be advanced by the employee or the Union to the next Step in the Grievance Procedure.

All time limits on Grievances may be waived or extended only upon written mutual consent of the Parties.

Section 14.04. A Grievance may be brought by any employee of the Bargaining Unit or the Union, provided that any Grievance filed on behalf of the Union shall initially be required to be signed by a member of the Bargaining Unit. Where a group of Bargaining Unit employees desire to file a Grievance involving a situation affecting each employee in the same manner, one (1) member selected by such group may process the Grievance as a Group Grievance provided each employee desiring to be included in the Group Grievance signs said Grievance. In a Group Grievance, only one (1) of the member-Grievants shall be in pay status during the processing Steps provided by this Article.

Section 14.05. All written grievances shall contain the date of the incident, position of the aggrieved party, the Article and Section of the provision(s) of this Agreement involved in the grievance, the name and place where the alleged event or conditions constituting the grievance took place; the identity of the party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Section 14.06. The following steps shall be followed in processing of a grievance:

- STEP 1.** If the grievance is not satisfactorily resolved through informal oral discussion, the employee, or the Union, may take up the grievance with the superintendent in written form within seven (7) working days after the occurrence giving rise to the grievance. The immediate supervisor shall examine the matter and shall respond to the grievant and employee representative, in writing, within seven (7) working days following the day on which he was presented the grievance.
- STEP 2.** If the grievance remains unsettled, it may be presented by the Union to the Assistant Chief Deputy Engineer in writing within five (5) working days after the immediate supervisor's response. The Engineer or his/her designated representative shall schedule a Step 2 grievance meeting with the grievant, the employee representative, and/or the staff representative within five (5) working days of receipt of the grievance and shall respond in writing to the Union within five (5) working days of the meeting.
- STEP 3.** If the grievance remains unsettled, it may be presented by the Union to the Engineer in writing within five (5) working days after the immediate supervisor's response. The Engineer or his designated representative shall schedule a Step 3 grievance meeting with the grievant, the employee representative, and/or the staff representative within five (5) working days of receipt of the grievance and shall respond in writing to the Union within five (5) working days of the meeting.
- STEP 4.** If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance, if arbitrable, be submitted to arbitration. A Request for Arbitration must be submitted within ten (10) working days following the Engineer's reply to the grievance at Step 3 or the grievance shall be considered resolved.

Section 14.07. Upon receipt of a request to arbitrate, the Engineer or his designated representative and the Union shall jointly submit a request within ten (10) work days to the Federal Mediation and Conciliation Service (FMCS) requesting a list of nine (9) impartial Arbitrators domiciled in Ohio. The parties shall select a single Arbitrator from the list by using the alternative strike method, with the Employer and the Union alternating each arbitration who will have the first strike. The selection of the Arbitrator shall be made within ten (10) working days following receipt of the list from the FMCS. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list.

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

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law; or,
- B. Concerning the establishment of wage rates not negotiated as part of this Agreement except as otherwise provided in this Agreement, or,

- C. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated; or,
- D. That is contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Engineer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. 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.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be binding on the Engineer, the Union and the employee. The cost of the services of the Arbitrator shall be borne equally by the parties.

Section 14.08. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Engineer's payroll, the amount so awarded shall be reduced by the amount of any unemployment compensation or earned wages, from whatever source, and shall not include the assumption that the employee would have worked overtime during the period of separation from the Employer's payroll.

Section 14.09. A copy of any written corrective counseling or disciplinary action shall be given to the affected employee and shall also be placed in the affected employee's personnel file. Such disciplinary action shall cease to have force and effect and will not be considered in future progressive disciplinary action for twelve (12) months for corrective counseling/verbal and written reprimands, thirty-six (36) months for short-term suspensions up to three (3) day suspension), and sixty (60) months for long term suspension (more than (3) days) after its effective date, if the affected employee has not received any intervening discipline during that time frame.

Section 14.10. The first discipline levied ranging from a 1 to 3 days unpaid suspension can not be appealed above the Engineer. The second discipline levied within one-year ranging from a 1 to 3 day unpaid suspension may be appealed to the Director of Administrative Services in the Commissioners' Office.

ARTICLE 15-UNION LEAVE

A leave of absence with pay may, at the Employer's discretion, be granted to not more than one (1) employee at any one time for leave time requested by the Union in order to attend scheduled hearings. An employee requesting such time, or the Union requesting such time for an employee, shall file a written request with his department head at least two (2) days in advance of the time the leave is to commence, along with indicating the length of time the leave encompasses.

ARTICLE 16-DISCIPLINARY PROCEDURE

Section 16.01. Disciplinary action shall be for just cause and may include any of the following:

- A. Oral warning;
- B. Written reprimand;

- C. Working Suspension
- D. Suspension without pay;
- E. Reduction (demotion);
- F. Discharge (removal) from employment.

Section 16.02. Disciplinary action of suspensions with loss of pay may be processed pursuant to the grievance and arbitration procedure. Verbal, written reprimands, and suspension without a loss in pay may only be grieved to Step 3. Appeals of disciplinary action taken that result in loss of pay shall enter the Grievance Procedure at Step 2.

Section 16.03. Any time a supervisor, the Engineer, or any representative of the Engineer conducts a scheduled disciplinary meeting with a Bargaining Unit employee in which disciplinary action of record, written reprimand, suspension, or dismissal are likely to result, they shall verbally notify the employee of his right to have an employee representative present and shall not deny the employee an available Union representative.

Section 16.04. Administering discipline is a management right.

Section 16.05. If the supervisor or other representative of the Engineer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 16.06. Whenever the Employer determines that a non-probationary employee may be suspended, demoted, or terminated, a pre-disciplinary conference will be scheduled. The Employer, not less than 48 hours prior to the meeting shall notify the employee and the Union in writing of the charges against the employee. This notification shall also include the time and place of a pre-disciplinary meeting.

The employee may be accompanied by a Union representative during the pre-disciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed or may have the Union representative respond on the employee's behalf. A non-probationary employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 16.07. An employee shall be given a copy of any disciplinary action entered on his personnel record.

Section 16.08. Use of Last Chance Agreements. Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the Employer, employee, and the Union whereby the employee retains his/her employment for his/her agreement to commit to and comply with the specified terms of the Last Chance Agreement. The parties agree that the Employer, an employee, and the Union may enter into a Last Chance Agreement without a vote of Union membership.

Section 16.09. Any employee that is arrested for the possession, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with

such prescription may be placed on an unpaid administrative leave of absence from the employee's position with the Employer. If the employee is convicted, enters into a plea arrangement, or admits guilt regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 14 herein; however, an arbitrator shall be limited to determining whether the act occurred and if so, shall be without any power to modify the termination.

If the employee is found to be not guilty of the criminal charges described in this section, the employee shall be paid for the amount of time spent on unpaid leave at the employee's base hourly rate of pay. However, the Employer may discipline the employee for any other policy and/or work rule violations that may have occurred.

ARTICLE 17-BARGAINING UNIT WORK

Section 17.01. Work customarily performed by employees within the bargaining unit will not be performed by an employee holding a position above the position of Supervisor, except for purposes of instructing or demonstrating the proper methods and procedure of performing the work operations to employees within the bargaining unit or in emergencies where bargaining unit employees are unavailable. For the purpose of this Article, an "emergency" shall be defined as any impairment of the Employer's services or operations which cannot be delayed until beginning of the next regular business day.

Section 17.02. The Employer shall call bargaining unit employees for overtime work that is normally done by the bargaining unit. If a supervisor responds to a call that would be bargaining unit work and the task can be completed safely in thirty minutes or less the supervisor is permitted to complete the task. It is understood that supervisory employees may be called out to supervise, assist employees, or do overtime work if bargaining unit employees are unavailable.

Section 17.03. When routine work rules are changed or new work rules established, the Employer shall send the Union President and Division Steward a copy of the changed or new rule at least fifteen (15) days prior to the effective date, except in emergencies, when such rule will go into effect immediately. Changes or new rules made contingent to an emergency situation requiring an immediate posting, bargaining unit employees shall receive forthwith at the time of posting, a copy of the rule. If the Union requests a meeting on said rule within ten (10) days of receipt, the Employer shall meet with the Union to consider their input prior to implementation.

ARTICLE 18-TEMPORARY TRANSFERS & ASSIGNMENTS OF WORK

Section 18.01 Involuntary transfers: will be based upon operational need and any involuntary transfer shall be for just cause. An employee who is involuntarily transferred to a classification that has a higher rate of pay shall receive that higher rate of pay for hours worked in that classification that exceed eight (8) hours of work during a pay period. If the rate of pay is lower the employee shall maintain his/her rate of pay of the previous classification

Section 18.02 Voluntary transfers: An employee who wishes to voluntarily transfer within in his classification from one department or division to another may request it in writing to the head of this

department. Seniority in classifications shall be retained. All transfers are subject to final approval of the Engineer. Employees who voluntarily transfer into another classification and are placed in it by the approval of the Engineer shall receive the rate of pay for that classification after the first eight (8) hours in the new classification and for all hours worked thereafter in the higher rated classification.

Section 18.02 Standards of Performance: Employees either voluntarily or involuntarily transferred to a higher classification will be held to a reasonable standard of performance during the first thirty (30) days of actual work on the job, but not to the same standard as a non-probationary employee who has regularly performed in that classification. After ninety (90) actual work days have been completed the transferred employee will be held to the same standard as a non-probationary employee. The Engineer retains the right to transfer an employee back to his/her previous position at the previous position's salary.

ARTICLE 19-LUNCH AND BREAKS

Section 19.01. Time off for meals (without pay) will be allotted for each employee. All mealtimes shall be limited to one-half (1/2) hour. An employee, with prior approval of their supervisor or foreman may tack on their 15 minute afternoon break to their thirty minute lunch period.

Section 19.02. During overtime hours, employees may request time off for meals (with pay) through the dispatcher or superintendent-in-charge. The employees are entitled to a 15 minute break if they have worked less than four (4) hours of overtime. The employees are entitled to a 30 minute break if they have worked more than four (4) hours of overtime. All employees must notify the dispatcher when returning to duty. Request for meals shall state the names of employees and the location.

Section 19.03. Travel to restaurants or stores using County vehicles is allowed during lunch break only if the restaurant or store is within five (5) miles of the work assignment, and the Superintendent or designee gives permission to go to the restaurant or store. Employees must notify the supervisor or foreman when they are leaving the work site, name(s) of employee(s), the destination and when they have arrived back at the work site location. Only two (2) County vehicles are allowed at a restaurant or store at any time. The time allowed for lunch break shall include travel time to and from the restaurant or store. The foreman or the ranking employee on the job site will be responsible for notification of his crew traveling to the restaurant or store.

Section 19.04. Employees regularly assigned to the garage and any employee coming to the garage for lunch that wishes to leave the grounds to go to a restaurant, shall notify the superintendent. The time allowed for lunch break shall include travel time to and from the restaurant or store.

Section 19.04. Employees will be provided a fifteen (15) minute break before lunch with prior approval and a fifteen (15) break after lunch with prior approval. unless a different time is approved by the supervisor because of a particular job circumstance. Employees will not be permitted to leave the work site, unless approved by the supervisor or foreman.

ARTICLE 20-HOURS OF WORK/OVERTIME

Section 20.01. This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

Section 20.02. The work period shall begin at 12:01 a.m. Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 12:00 midnight the following Saturday.

Section 20.03. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period.

Section 20.04. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
The parties agree to adopt Employer Policy and Procedure Section 4.4.

Section 20.05. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee, vacation leave, personal leave, holidays, and prior approved sick leave given at least 24 hours in advance during summer (March 16 through October 31) and at least 72 hour advance notice during winter (November 1 through March 15) will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 20.06. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 20.07. Employees shall not begin work prior to their normal scheduled starting time or work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Unless authorized in advance, such as for on-call, employees shall obtain advance approval of the Employer before working any overtime.

Section 20.08. Compensatory time shall be granted at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is sixty (60) hours. Any overtime worked which would increase the employees' accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate. Compensatory time shall be used in half (1/2) hour increments.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval

from the Employer prior to taking compensatory time off. Compensatory time requests shall not supersede existing vacation requests, department policies, or drop the manning level below fifty (50%) percent unless approved by the Superintendent.

Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate. Employees may cash in compensatory time in October and April, in increments of five hours or more, provided the employee requests for such cash out is received by the Administrator or designee no later than March 31st or September 30th immediately preceding the month in which the payment is to be made.

Section 20.09. An employee assigned to a ten (10) hour work schedule shall be entitled to receive ten (10) hours of compensation for any designated holiday occurring while on such schedule.

Section 20.10. Any employee, who is recalled to work after leaving work for more than one quarter (1/4) of an hour, or on a day when he is not scheduled, shall be paid a minimum of two hours pay at the applicable rate of pay.

Section 20.11. Upon mutual agreement of the parties, employees may be permitted to work a ten (10) hour work day, four (4) days per week for summer hours.

ARTICLE 21-SICK LEAVE

Section 21.01. For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave, not to exceed fifteen (15) days accumulation per year. The amount of sick leave time anyone (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees absent on approved sick leave shall be paid at the regular rate.

Sick Leave shall be granted for absences due to the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family (refer to Bereavement Section).
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family* by an appropriate practitioner where the employee's presence is reasonably necessary.

*Definition of Immediate Family for death in the immediate family:

Mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse, step-parents and children, and significant other, or a legal guardian.

Section 21.02. If sick, the employee must report absences daily. The employee is required to notify their supervisor or designee within one-half (1/2) hour before starting time on the first day of absence. If they are unavailable after trying, the employee may leave notice with the Administrator. Failure to do so may result in denial of sick leave, no pay, and/or appropriate disciplinary action. The employer shall provide the employees with the correct contact information for contact. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave within twenty-four (24) hours and submit such form to their supervisor.

Section 21.03. In situations where an employee does have Sick Leave accrued to cover an absence and there are indications of the abuse of sick time, either on an individual case or by virtue of a pattern, the Employer has the right to challenge the use of this time under abuse of sick leave. Employees failing to comply with the Sick Leave rules and regulations shall not be paid. The abuse or patterned use of sick leave shall be grounds for disciplinary action which may include dismissal. After more than three (3) continuous working days of illness, a physician's certificate may be required. After four (4) undocumented occurrences within any twelve (12) month period, a physician's certificate may be required. A single continuous absence shall be treated as one occurrence.

Section 21.04. The Employer may investigate any employee's absence.

Section 21.05. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

Section 21.06. The Employer may require an employee to take an examination, conducted by a licensed practitioner selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 21.07. In accordance with this article, payment of accrued, but unused, sick leave will be made to each employee, having ten (10) or more years of continuous service with the Employer, upon disability or service retirement under the Ohio Public Employees Retirement System from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to fifty percent (50%) of the employee's accrued, but unused, sick leave hours, up to a maximum of 480 hours.

Section 21.08. An employee who transfers from one public agency to another in the State of Ohio, or who is re-appointed or reinstated, or who transfers from one State Department to another, shall be credited with the unused balance of their accumulated Sick Leave, provided:

- A. The time between separation and reappointment does not exceed ten (10) years.
- B. That written verification thereof is obtained by employee and given to the personnel Officer.
- C. Cash payment was not received for balance of sick leave.

Transferred sick leave shall not be added to time earned with the Engineer for purposes of cash out. The words “public agency” as used herein includes the State, Counties, Municipalities and all Boards of Education.

ARTICLE 22-VACATION

Section 22.01. Each full-time employee, after one (1) year of service is entitled to vacation leave with pay as specified in the following schedule:

<u>Years of Service</u>	<u>Yearly Entitlement</u> <u>(BASED ON NUMBER OF HOURS PAID THE</u> <u>PREVIOUS CALENDAR YEAR)</u>
Less than 1 year	-0-
1 year but less than 8 years	(3.1 hr. per 80 hr. pay period)
8 years but less than 15 years	(4.6 hr. per 80 hr. pay period)
15 years but less than 25 years	(6.2 hr. per 80 hr. pay period)
25 years or more	(7.7 hr. per 80 hr. pay period)

Section 22.02. Vacation leave should be taken in the year it is earned. An employee may be allowed to accumulate and carry over vacation leave to the following years. Vacation leave cannot be carried over for more than three (3) years. Employees hired after July 1, 2020, may only carry over one (1) year of accumulated and unused vacation.

Section 22.03. If an employee works less than their normally scheduled work hours in a bi-weekly pay period, their vacation leave credit shall be proportional to the total number of hours on active pay status. Overtime hours worked shall not earn vacation leave credit.

Section 22.04. The parties agree to follow vacations selection in accordance with the Employer’s policy and procedure manual.

Section 22.05. Use of other unscheduled vacation time will be awarded by seniority on a first come, first serve basis. Vacation time will normally be requested five (5) working days in advance and approved by the Employer. In the event of unusual circumstances, a shorter notice may be sufficient. After a request is made to use vacation time, the employee will be notified of approval, or the Employer’s decision normally within five (5) working days.

Section 22.06. It is required that the vacation time be accrued before it is actually scheduled or used. Vacation time will be granted in increments of not less than one-half (1/2) hour.

Section 22.07 Employees will be paid in full for all unused accrued vacation leave time when they are separated from employment.

Section 22.08 Employees will be paid in full for all unused accrued vacation at point of termination or retirement.

Section 22.09 Employees are entitled to two emergency paid vacation days. Emergency vacation requests and/or vacation requests with less than three (3) work days advance notice will be granted only in those situations where an employee has a “bona fide” emergency which is spontaneous, unscheduled, and the emergency could not have been otherwise resolved without the presence of the employee. Granting emergency vacation leave is at the sole discretion of the Employer.

ARTICLE 23-HOLIDAYS

Section 23.01. The following paid holidays shall be granted to the employees:

- New Years Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Section 23.02 In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 23.03. In order to be paid for any of the above holidays, the employee must report for work and actually work the last scheduled work day before the holiday and the first scheduled work day immediately after the holiday, unless the absence has been preapproved by the Employer.

Section 23.04. If the Commissioners authorize an additional holiday, the Employer will authorize equivalent time off for the same day.

Section 23.05. Any full-time hourly employee who is required by the Employer to work on any of the above listed holidays, excluding New Year's Day, Thanksgiving, or Christmas, shall receive, in addition to holiday pay of eight (8) hours, one and one-half (1 1/2) times their regular hourly rate for all hours worked on the holiday. Any employee required to work on New Year's Day, Thanksgiving, or Christmas shall receive compensation at the rate of two (2) times their regular hourly rate for all hours worked.

ARTICLE 25-PERSONAL DAY

Section 25.01 The Employer will grant the use of three (3) sick days per Calendar year, to be used as employee's personal days. Personal days can be used in increments of four (4) or eight (8) hours. To be eligible for such use at any time during the course of this agreement, an employee shall have an

accrued sick leave bank of not less than one hundred (100) hours after the actual utilization of such personal leave.

Section 25.02 Between November 1 and March 15, the employee must secure authorization from their Superintendent or Supervisor three (3) working days prior to the use of such personal day, with an approved form supplied by the Employer. The three (3) working days authorization may be waived by the Superintendent in an emergency. Employees shall not be allowed to schedule days off in anticipation of earning sick time to meet required banked hours. Between March 16 and October 31, the employee must secure authorization from their Superintendent one (1) working days prior to the use of such personal day, with an approved form supplied by the Employer. The one (1) working days authorization may be waived by the Superintendent in an emergency. Employees shall not be allowed to schedule days off in anticipation of earning sick time to meet required banked hours

ARTICLE 26-FUNERAL LEAVE

Section 26.01 Paid leave for death in the employee's family shall be granted by the Engineer for up to three (3) consecutive days, one of which must include the date of the funeral. Proof of death and relationship of the deceased may be requested.

Section 26.02. The immediate family is defined, for purposes of this Section, as Employees: Employees spouse, mother, father, loco-parentis, child, grandfather, grandmother, step-child, father-in-law, mother-in-law, brother or sister, and spouse's grandparents, legal guardian, significant other, brother-in-law, sister-in-law.

Significant other is defined as cohabitation for one year or more and financial dependence and/or comingling. Prior to approval, the employee shall submit an affidavit stating the above.

Section 26.03. If an employee requires more time than permitted in the above section, he may utilize vacation time, personal days, or leave without pay, with the approval of the Engineer or his designee.

ARTICLE 27-MILITARY LEAVE

The Employer shall promulgate policies and comply with state and federal law, as amended from time to time.

ARTICLE 28-JURY DUTY

The parties agree to adopt the Employer's policy 4.07 in the 2012, or most current, policy manual as if fully rewritten.

ARTICLE 29-INSURANCE

Section 29.01 The Employer shall offer hospitalization, medical, and dental insurance to all eligible employees covered by this Agreement, in the same manner as provided under the county-wide insurance plan and in accordance with County health insurance policies and procedures. The County may modify the benefits provided by such plan, providing such plan is modified in the same manner on county-wide basis.

Section 29.02 The Employer shall pay one hundred (100%) percent of the premiums for group term life insurance in the amount of twenty thousand (\$20,000.00) dollars for each employee.

Section 29.03 At the employee's option, additional life insurance may be purchased by employees in accordance with Employer and provider policies.

ARTICLE 30-WAGES

Section 30.01 Effective upon approval of this Agreement, employees shall be paid in accordance with the following schedule:

POSITION TITLE	MIN	MAX
EQUIPMENT OPERATOR III	\$25.65	\$26.93
EQUIPMENT OPERATOR II	\$24.79	\$25.64
EQUIPMENT OPERATOR I	\$24.19	\$25.06
LABORER	\$23.51	\$24.54
TRAFFIC TECH II	\$25.65	\$26.93
TRAFFIC TECH I	\$24.76	\$25.64
PARTS ROOM ATTENDANT	\$24.76	\$25.64
MECHANIC	\$25.82*	\$27.10*
MECHANIC HELPER	\$23.22*	\$24.45*

***Includes \$0.50/hr tool allowance**

Section 30.02. Effective upon approval of this Agreement, employees shall receive a 0% wage general wage increase. Effective the first full pay of the second year of the Agreement, employees shall receive a 0% wage general wage increase. Effective the first full pay of the third year of the Agreement, employees shall receive a 0% wage general wage increase. Employees who wage rates are at the max or in excess of the max wage schedule above shall not have their wage rate reduced.

Section 30.03 Merit Increases/Bonuses. Merit raises may be given by the Appointing Authority at his discretion at any time during a contract year subject to the constraints of the wage scale and availability of funds. Such increases/bonus payments shall be based on the following criteria: production; performance; discipline; and attendance. Employees shall be evaluated by their immediate supervisor and applicable department head, who shall submit the evaluations to the Appointing Authority/Designee. The evaluations shall be in writing. The Appointing Authority shall make a determination and shall provide the designee, if applicable, and employee with his decision. Any employee dissatisfied with the decision may request a meeting with the Appointing Authority/designee to discuss the decision. The Appointing Authority's decision is at his discretion and is final and not appealable. Merit increases may be in the form of hourly adjustment or lump sum equivalents for employees currently paid within the wage scale. Merit increases may be in the form of lump sum equivalents for employees who are currently paid in excess of the highest applicable wage rate.

ARTICLE 31-UNIFORMS

Section 31.01. Employees hired after January 1, 2020 will be furnished with six short-sleeve t-shirts and six long sleeve shirts and be required to wear them while on duty. Summer shirts will be provided by the Employer, on or before June 1st of each year.

Section 31.02. All road department employees, including mechanics hired after January 1, 2020 shall receive a two hundred and fifty dollar (\$250) clothing allowance for the purchase of cold/foul weather gear (bibs, jacket, hats, summer and winter gloves, muck boots, hoodies, safety glasses, pants). All employees, regardless of hire date, shall receive annual allowance of one hundred and fifty dollars (\$150) for work boots.

Section 31.03. All employees in the bargaining unit are subject to the provisions set forth in the Employer's uniform allowance policy as it may be amended from time to time. The Engineer will provide a list of approved items for purchase June 1st of each year. Employees may not carry over any unused amount from year-to-year. Employees shall submit receipts for reimbursement for all approved purchases to the County Auditor.

Section 31.04 Employees hired prior to January 1, 2020 may elect to receive the uniform allowance and shirts set forth in Sections 1 and 2 of this Article or may elect to continue to have uniforms provided by the Employer.

Section 31.05. All employees are required to wear approved and/or provided uniforms during work hours. Employer provided uniforms must be turned in for cleaning once each week. Failure to turn in uniforms for cleaning each week shall result in progressive discipline. Lost, stolen or abused items are replaced by the employee.

Section 31.06. The Engineer reserves the right to require certain personal protective equipment (PPE) to be worn by employees during work assignments. All PPE's will be provided by the Engineer and will be issued to individual employees. Lost, stolen or abused PPE's will be replaced at the employee's cost. Failure to wear PPE's as required shall result in progressive discipline.

ARTICLE 32-LICENSES

Section 32.01. It is agreed to by the parties that the Engineer has within its management rights the power to require a valid driver's license, including a CDL license class B with various endorsements where applicable (which includes a license not currently under suspension by the State) and be insurable without an abnormal increase in expense under the Engineer's current liability or other insurance policies to continue their employment in their current position.

Section 32.02. If the Employer pays for the fees for the renewal of professional licenses for non-bargaining unit employees, the Employer shall also pay for the fees for renewal of required CDL licenses for bargaining unit employees.

Section 32.03. If an employee's CDL is suspended as a result of a non-renewal or expiration they shall have up to a ninety (90) day unpaid leave of absence to obtain a valid CDL licenses. Failure to

obtain a valid CDL license within the ninety (90) day period or loss of CDL licensure for any other reason shall be cause for removal and is not subject to arbitration.

ARTICLE 33-INJURY ON THE JOB

Ohio has a Workers' Compensation System to aid employees claiming to be injured on the job. Information on what steps to take can be found in the Employer's Personnel Policy Manual or by contacting the Ohio Department of Workers Compensation.

ARTICLE 34-PERSONNEL FILES

Section 34.01. An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer.

Section 34.02 An Employee shall be provided, if requested, a copy of any document concerning the performance of his/her duties or character placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement concerning any such document. This copy shall be given within twenty (20) days of the time it is placed in the personnel file.

ARTICLE 35-GENDER AND PLURAL

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 36-HEADINGS

It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 37-OBLIGATION TO NEGOTIATE

Section 37.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 37.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 37.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 38-TOTAL AGREEMENT

This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

ARTICLE 39-CONFORMITY TO LAW

Section 39.01. This Agreement shall be subject to any applicable present and future Federal and State laws and the invalidity of any provision(s) of this Agreement by reason of any such applicable existing or future law shall not affect the validity of the surviving provisions.

Section 39.02. If the determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

Section 39.03. In the event of a determination pursuant to paragraphs 39.01 and 39.02 above, the Employer and the Union shall meet within thirty (30) calendar days for the purposes of negotiating a lawful alternative provision for only such affected provision(s).

ARTICLE 40-SEVERABILITY

Section 40.01. This Agreement is subject to all applicable laws, and shall be interpreted so as to comply fully with such laws. However, this section shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by law, nor does it establish any minimum requirements that are not established by law.

Section 40.02. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected. In the event any provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet within 30 days and attempt to negotiate a mutually satisfactory lawful replacement for such provision.

ARTICLE 41-DURATION

Section 41.01. This Agreement shall become effective April 1, 2020 and shall remain in full force and effect until midnight, March 31, 2023. Not sooner than one hundred twenty (120) calendar days prior to expiration, either party may notify the other in writing of its desire to terminate the Agreement and commence negotiations on a successor Agreement, in which event this Agreement shall terminate at midnight at the close of such March 31, 2023 unless renewed or extended by mutual written

agreement. In the case of such notice, the parties agree to meet thereafter for the purpose of negotiating a new Agreement or a written renewal to this Agreement.

Section 41.02. It is understood the negotiations referred to in this article are to be completed in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 42-EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this _____

James Gills, P.E., P.S.,
Lake County Engineer

Bargaining Team Member

Lake County Commissioner

Bargaining Team Member

Lake County Commissioner

Bargaining Team Member

Lake County Commissioner

Bargaining Team Member

Employer Representative

Bargaining Team Member

Mike Piepsny, Staff Representative
AFSCME, Ohio Council 8

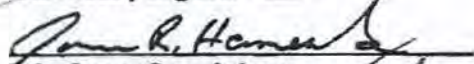
agreement. In the case of such notice, the parties agree to meet thereafter for the purpose of negotiating a new Agreement or a written renewal to this Agreement.

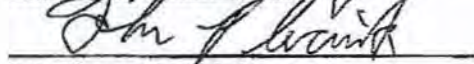
Section 41.02. It is understood the negotiations referred to in this article are to be completed in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 42-EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this JULY 9, 2020


Janice Gills, P.E., P.S.
Lake County Engineer


John R. Hancock
Lake County Commissioner


John Hancock
Lake County Commissioner

Lake County Commissioner

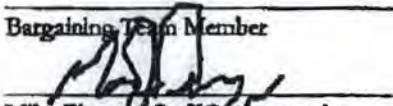
Employer Representative


Bargaining Team Member


Bargaining Team Member

Bargaining Team Member

Bargaining Team Member


Mike Piepsay, Staff Representative
AFSCME, Ohio Council 8