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CONTRACT

BETWEEN

ERIE COUNTY ENGINEER

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
OHIO COUNCIL 8

LOCAL 1045

04/01/2020 THROUGH 03/31/2023

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ARTICLE 1 STATEMENT OF PURPOSE

- 1.01 The Erie County Engineer, hereinafter referred to as the “Employer,” and the American Federation of State, County, and Municipal Employees, Council 8, Local 1045, hereinafter referred to as the “Union,” agree to be bound by the following wages, hours or terms and other conditions of employment as they relate to all employees of the Employer in the Bargaining Unit as hereinafter defined.

It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interests of the parties and of the citizens of Erie County.

- 1.02 **PURPOSE** The Agreement has as its purpose to achieve and maintain a satisfactory and stabilized Employer/Employee relationship; to provide for the peaceful and equitable adjustment of differences which may arise; to assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, individually or through their representatives; to exchange view and opinions on policies and procedures affecting the conditions of employment; and to assure the right of every employee to fair and impartial treatment.

ARTICLE 2 UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive deemed certified representative for the purpose of negotiating wages, hours, or terms and other conditions of employment for those employees of the Employer in the bargaining unit. [See Appendix E: Deemed Certified Recognition 1992] The term “bargaining unit” shall be deemed to include those individuals employed full time in and holding the following classifications:

Laborer A	Equipment Operator #3
Laborer B	Mechanic Helper
Laborer C	Mechanic 1
Equipment Operator #1	Mechanic 2
Equipment Operator #2	Crew Leader 4-1-2020.

- 2.02 **EXCLUSIONS.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. Newly created positions shall be discussed between the Employer and the Union prior to determining whether or not it will be within the Bargaining Unit. If, in the event a dispute arises concerning a new job being in or out of the bargaining unit, the parties agree to settle the dispute by utilization of the State Employment Relations Board. Should the parties determine that the new position is inside the bargaining unit, they shall negotiate the wages commensurate to the duties of the new job.

- 2.03 Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, temporary, casual and seasonal employees shall not be included in the bargaining unit except as otherwise determined by the State Employment Relations Board.
- 2.04 The Employer agrees the Union Local shall have the right, on non-work time, to provide bargaining unit members with an:
1. Introduction to the Union and its members and officers;
 2. A list of names, phone numbers, and addresses of officers, stewards, and the Union office;
 3. Introduction to important provisions in the collectively bargained agreement;
 4. A copy of the Union Contract and AFSCME's Challenge and Objections procedures;
 5. Information about AFSCME Benefits;
 6. Solicit employees to become involved in the Union.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION AND COERCION

- 3.01 In accordance with applicable law, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to any federally or state protected group; and, involvement or noninvolvement in the Union.
- 3.02 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.
- 3.03 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership and/ or Union activities.
- 3.04 The Union recognizes its responsibilities as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- 3.05 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 RIGHTS OF PUBLIC EMPLOYER Except as specifically limited by the express provisions of the Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer, including, but not limited to the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer's standards of services, the Employer's overall budget, utilization of technology, and organizational structures;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as unit of government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the Employer as a governmental unit;
- J. Establish reasonable policies not inconsistent with this Agreement.

ARTICLE 5 NO STRIKE / NO LOCKOUT

5.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the Citizens of Erie County for the life of this Agreement. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members or other bargaining unit employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, and conspicuously post notice over the signature of an authorized representative of the Union to the effect that the violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be the subject to appeal.
- B. 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 for the life of this Agreement.

ARTICLE 6 UNION SECURITY

- 6.01 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement and to be appropriately within the bargaining unit.
- 6.02 The Employer agrees to deduct, **through the County Auditor**, regular Union membership dues, **Union** fees, and **Union** assessments **wherever they appear throughout this Article** once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix C) must be presented to the Employer by the employee and/or Union. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues, fees, and assessments from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer and in which Union dues are deducted. **(4-1-2020)**

The Employer shall be relieved from making such individual “check-off” deductions upon (a) termination of employment or, (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (4) revocation of the check-off authorization in accordance with the terms of the authorization card and applicable law.

- 6.03 The Employer shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions. **Amounts deducted shall be remitted to the Comptroller of Ohio Council 8 AFSCME, AFL-CIO 6800 N. High St. Worthington OH 43085-2512. (4-1-2020). The Employer shall send a letter to the Erie County Auditor requesting that the Auditor provide the following information to AFSCME Council 8 Comptroller: an alphabetical list in order by last name, first name, social security number (last four (4) digits only) for each employee for whom a union deduction was made, the amount of the deduction for each employee, and the total amount of dues deducted for all employees for the pay period of the report. (4/1/2020)**
- 6.04 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month’s advance notice must be given the payroll clerk prior to making any changes in an individual’s dues, fees, or assessment deduction.

- 6.05 Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction(s) from the following pay period if the deduction(s) does not exceed the total of two (2) months regular dues from the pay of any Union member.
- 6.06 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.
- 6.07 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, **Union** fees, and **Union** assessments; and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. **(4-01-2020)**
- 6.08 All dues, fees, and assessment deductions for the month in which Union members individually or collectively are engaged in a work slowdown, strike, walkout, or any concerted efforts to interfere with public service may be cancelled at the Employer's option upon notice to the Union, provided that said work slowdown, strike, walkout, or other concerted action is in violation of law or this Agreement.
- 6.09 If the U.S. Supreme Court overturns Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ___ (2018) or the Congress passes legislation reinstating Fair Share Fee, the parties agree to meet again and add fair share fee to this contract. (4-1-2020)**

ARTICLE 7 UNION REPRESENTATION

- 7.01 Staff Representatives will be recognized by the Employer as the Union representatives in accordance with this Agreement and upon the receipt of a letter so identifying them.
- 7.02 The Union shall submit in writing the names of employees to act as Union representatives for the purpose of processing grievances as defined in the Grievance Procedure. These persons shall be the President of the Local Union and no more than one (1) Steward. The Employer shall be notified in writing of changes of all officers to the Local Union and Stewards

- 7.03 A. The Union shall provide to the Employer an official roster of its officers and local Union representatives on an **annual** basis or whenever changes occur including the following:
1. Name
 2. Address
 3. Home and cell phone numbers
 4. Union Office held
- B. The Employer shall provide the Union a list of information on Union members on a **semi- annual** basis, or whenever changes occur, including the following:
1. Seniority
 2. Names of newly hired employees
 3. List of all employees' addresses
 4. List of all employees' classification changes
 5. List of all transferred employees
 6. List of all resignations
 7. List of all retirements

The Employer may provide, in lieu of the above, a statement that no changes occurred to any category in the reporting **period. (4-1-2020)**

704. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees except to the extent authorized in this Article.

7.05 The Employer agrees that one (1) non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. **The representative or officer of AFSCME Council 8 shall enter by the Employer's front entrance and complete the sign in-sign out register.** Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees except to the extent authorized in advance by the Employer and/or this Agreement. **(4-1-2020)**

ARTICLE 8 LABOR/MANAGEMENT MEETINGS

8.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or his designee and up to two (2) other management representatives shall meet with not more than two (2) representatives of the local Union and a staff representative, when deemed appropriate by the Union, to discuss pending problems and to promote a more

harmonious labor/management relationship. Attendance of other representatives may be mutually agreed upon as deemed necessary by the parties.

- 8.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:
- A. Discussion of the administration of this Agreement;
 - B. Dissemination of information and/or discuss probably changes by the Employer which could affect bargaining unit members of the Union;
 - C. Discussion of grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
 - D. Dissemination of general information of interest to the parties;
 - E. Discussion of requested ways to increase productive and improve efficiency; and,
 - F. Discussion of health and safety matters relating to employees.
 - G. Discussion of CDL issues.
- 8.03 It is further agreed that if special labor/management meeting has have been requested, and mutually agreed upon, they shall be convened as soon as feasible.
- 8.04 It is agreed by the parties that such labor/management meetings are not intended to be utilized for the purpose of amending or modifying this Agreement. This section shall not prohibit the parties from utilizing Article 33.

ARTICLE 9 POLICIES AND JOB DESCRIPTIONS

- 9.01 Copies of written policies, or amendments herein, promulgated following the effective date of this Agreement, will be furnished to the Union no less than two (2) working days prior to the effective date of such rules and amendments, and will be posted or otherwise made available to employees upon request.
- 9.02 While the Union recognizes the Employer's right to promulgate and enforce, policies to carry out the functions of the Employer, such, policies shall be reasonable and shall not conflict with any express provision of this Agreement. In the event the Union believes a policy is unreasonable and/or in conflict with a specific provision of this Agreement, it may submit a grievance to Step 3 within the appropriate time limit(s).
- 9.03 The Employer will notify the Union of any change in the bargaining unit's job description(s).

ARTICLE 10 BULLETIN BOARDS

10.01 The Employer shall provide the Union with bulletin boards provided that:

1. Such bulletin boards shall be used only for posting notices bearing written approval of the President of the Union, the Vice President and Chief Steward.
2. No notice or other material may contain attacks of a personal nature against any party, political candidate, Erie County official or of any employee(s) or other persons within the Union.
3. Upon written request from the Employer or his designee, the Union will immediately remove any notice or other writing that the Employer believes violates this paragraph.

10.02 If in the event, any materials in violation of 10.01 are posted by any individual(s), said materials may be removed by the Employer or the Union Officers and/or Staff Representatives, and shall be reviewed by the parties.

ARTICLE 11 WORK DAY / WORK WEEK / OVERTIME

11.01 The work week for all employees for the purpose of this Agreement shall be forty (40) hours, consisting of **either** five (5) consecutive eight (8) hours days **7:30 a.m. to 4:00 p.m., or four (4) consecutive ten (10) hour days; from 6:30 a.m. to 5:00 p.m. and will vary as described in the Alternate Shift Article 11.08.** The regular work day shall begin and end at the Employer's Facility The Employer may alter the normal work schedule during inclement weather (i.e., ice and snow removal) and extreme emergency situations. There shall be a one-half (1/2) hour lunch period between 12:00 and 12:30 p.m. unless designated otherwise by the Superintendent of Highways or his designated representative. **(4-1-2020)**

11.02 Whenever an employee is called to work outside his regular workday or on a holiday, he shall be paid at the proper overtime rate with a minimum of two (2) hours on call-back. While working overtime of at least four (4) hours, an employee shall be allowed a one-half (½) hour paid lunch period. Employees who work a night shift during inclement weather shall be permitted to take vacation time, for the remainder of the work day at straight time. In no case shall the vacation time be eligible for overtime or granted on a weekend or holiday.

11.03 Overtime at time and one-half (1½) shall be paid for **any** work in **excess** of the **employee's normal shift.** Overtime at the rate of time and one-half (1 ½) shall be paid for all work performed on Saturday **and paid holidays.** Double (2) time shall be paid for all work performed on Sunday. **(4/1/2020)**

11.04 Overtime shall be rotated equally, within reason, among qualified employees. If for any reason an employee refuses overtime, his name shall revert to the bottom of the list. The Employer agrees not to alter an employee's regular work schedule solely to avoid the payment of overtime. Call in sheets shall be posted on union bulletin board.

11.05 An employee shall be given the privilege of taking a fifteen (15) minute break in the morning from 9:30 to 9:45 a.m.

11.06

1. The Employer will establish **an** overtime call out list each year for driver(s), laborer(s) (with a CDL), and mechanic(s). Employee(s) shall annually bid by their seniority, with the bargaining unit employee(s) most senior employee(s) being listed by their preference first and then so on down the list. Employee(s) shall be placed on **the** list by their seniority standing and preference(s). Those employees elected to not be on the overtime list will be on the Extra list, and called when not enough employee(s) can be worked from the on call crew. From time to time the mechanic(s) may be utilized on the extra list.
2. **The call-out list shall rotate anew on Monday at start of first shift.**
3. During the call out, the Employer will start with the most senior employee and go down the list. If not enough employee(s) are available from this on call crew list, then employee(s) will be called out from the "extra list.
4. Employee(s) who elect may be placed on the bottom of the list.
5. Employee(s) will normally be expected to be reasonably available for overtime (except to the extent of illness or emergencies which make the employee(s) unavailable) and in good condition to perform their job tasks.
6. An employee who is called out subsequent to the end of this regular shift, and who works at least Six (6) hours on call out, will not be required to work his next regular scheduled shift. An employee will be available for a callout after this next scheduled regular shift. **(4-1-2020)**

11.07

1. Employees shall not travel more than two (2) miles from the job site to take breaks. The time spent traveling shall be considered part of the employee's break time(s). Break times shall not exceed fifteen minutes.
2. If an employee is unable to take his break at the assigned time for operational reasons, he must call and report the time that he will be taking such break.
3. The supervisor may only change an employee's break time(s) based on operational needs, as per past practice/contract.
4. Employees should wash or clean vehicles, fill up with gas, fill out work sheets, or other work assigned by the Employer until wash-up time (i.e., last 15 minutes of the work day).
5. Employee(s) shall not travel more than two (2) miles from the job site for their lunch break. Travel time shall be considered part of the Employee's lunchtime. Lunch times shall not exceed 30 minutes.
6. Employees shall not "punch in" until they are dressed and ready for work.

11.08

ALTERNATE SHIFT. All employees will work a 10 hour/4 day work week commencing the first **Monday in April** and ending **the last Friday in October**. The employees will work from 6:30 am to 5:00 pm Monday through Thursday. **The alternate shift will be adjusted on weeks when a holiday occurs so that employees will work a regular eight hour five day week. Employees will work a 6:30 am to 3:00 pm schedule on such days. The holiday will be taken on the day it falls. (4-1-2020)**

ARTICLE 12 TARDINESS

- 12.01 If, in the event an employee is late to work, without approved excuse(s), he may be disciplined and/or docked a minimum of fifteen (15) minutes or the number of minutes actually late, whichever is greater. The Employer may permit an employee to make up minutes late that were beyond the employee's control.
- 12.02 The parties agree that there shall neither be continued abuses by the employees nor abuses by the Employer on events beyond the control of the affected employee.

ARTICLE 13 PROBATION PERIOD

- 13.01 **NEW HIRES** 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 day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. Any time off taken during the one-hundred and twenty (120) day period will extend the probationary period to make up for those days. The Employer may extend a probationary period for up to ninety (90) calendar days, if necessary, to evaluate the employee's performance for improvement. The Employer will notify the Union of the extension. Probationary employees may be removed without recourse during their initial probationary period.
- 13.02 **PROMOTED EMPLOYEES.** A newly promoted employee shall serve a probationary period of ninety (90) calendar days. Any time off taken during the ninety (90) day period will extend the probationary period to make up for those days. The Employer may extend a probationary period for up to sixty (60) calendar days, if necessary, to evaluate the employee's performance for improvement. The Employer will notify the Union of the extension. In the event an employee cannot meet the requirements of the promoted job, said employee may request a return to his former position or a similar position. The Employer may permit such a move provided it meets with the operational needs of the department.

In the event an employee fails to perform the functions of the promoted job to the satisfaction of the Employer, said employee will be placed back into the same or a similar position in the classification held prior to the promotion (in either case without loss of unit or seniority).

ARTICLE 14 SENIORITY

- 14.01 Seniority shall consist of the continuous service of the employees with the Employer. Seniority shall not be lost due to absence, due to illness, authorized leaves of absence, layoff, suspension, or military service. The seniority list shall be brought up to date during January of each year and posted in a conspicuous place. A copy of the seniority list shall be provided to the Union. The maintenance of the seniority list shall be the responsibility of the Employer. The seniority list shall be kept current by dropping employees who have severed their employment or by adding newly hired employees and copies shall be given to the Union. The seniority list shall show the effective date of hire and classification of each employee.
- 14.02 DEFINITION OF SENIORITY TYPES. Departmental Seniority is defined as that period of continuous service of the employee with the Employer. Unit Seniority is defined as that period of continuous service of the employee with either the Road Unit or the Garage/Maintenance Unit.

ARTICLE 15 JOB POSTING AND BIDDING PROCEDURE

- 15.01 JOB POSTING AND BIDS. All permanent openings in job classifications covered by this Agreement shall be filled in accordance with the following:

All job openings and new positions created by the Employer shall be posted by the Employer on the bulletin boards for ninety-six (96) hours (4 days) exclusive of Saturdays, Sundays and holidays.

Bids shall be submitted in writing to the Employer. The Union shall receive copies of all job postings on the first day of posting. All job postings shall contain the following information: job classification, description of the job, and the rate of pay. The Union shall be advised in writing of the names of employees who submit bids, their seniority dates, and the names of the successful bidder, if any.

- 15.02 SENIORITY PRINCIPLE. If there are two (2) or more qualified employees who bid for a given opening, seniority shall govern where skill, ability, and qualifications are substantially equal.

15.03 BIDDING PROCEDURE:

1. Qualified bidders from within the classification in which the opening exists shall be considered first. If there are not qualified bidders from the classification in which the opening exists, then qualified bidders from other classifications shall be considered. If there are not qualified bidders among the applicants, the Employer may hire from the outside.
2. Any employee who accepts a job opening in another unit in accordance with the provisions of this Section shall have his unit seniority in said unit to commence as of the day the employee enters said unit, and the employee shall, except as provided in (A) above, lose his seniority in the unit he left. Transfer through the bidding procedure, into another unit shall not change the seniority status of the employee.
3. If an employee is promoted to higher-rated classification, the employee will immediately receive the entry rate for the higher-rated classification or the pay step in the higher-rated classification which is closest to being one pay step above the rate the employee was receiving prior to being promoted, whichever is higher.
4. Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are qualified bidders from within the bargaining unit.
5. If the Employer temporarily fills a posted vacancy, it shall not be for a period to exceed thirty (30) calendar days unless the parties mutually agree to an extension. If during the term of this Agreement the Employer decides not to fill a position that becomes vacant, the Employer will provide notice of the decision to the Union.

ARTICLE 16 LAYOFF AND RECALL

- 16.01 Whenever a layoff becomes necessary due to lack of work or lack of funds as determined by the Employer, the Employer shall notify the Union of the number of employees to be laid off and the affected classifications. Within five (5) working days of such notice, upon the request of either party, the Employer and the Union shall meet to discuss possible alternatives.
- 16.02 Affected employees shall receive written notice of layoff fourteen (14) calendar days prior to the effective date of such layoff.
- 16.03 Employees shall be laid off based upon departmental seniority within the affected classifications, with the least senior employee(s) being laid off first. Part-time, seasonal, and casual employees shall be laid off within such affected classifications prior to any full-time employees being laid off.

- 16.04 A non-probationary employee laid off from a job classification may exercise his seniority to replace the least senior employee in a lower-rated job classification if the employee has equal skill, ability and qualifications to perform the work. An employee who elects to exercise his bumping rights must notify the Employer of such election within three (3) work days of the receipt of the layoff notice.
- 16.05 Employees who are laid off shall be placed on a recall list for a period of one (1) year. Employees eligible for recall shall be given notice of the Employer's intent and recall by registered mail, with a copy of the notice to the Union. Upon receipt of notice the employee shall have five (5) work days to notify the Employer of his intention to return to work. If the employee cannot return to work within fourteen (14) days of his receipt of the recall notice, or if the notice is returned to the Employer as non-deliverable for any reason, the Employer shall remove the employee's name from the recall list.

ARTICLE 17 PROGRESSIVE DISCIPLINARY STANDARDS

- 17.01 An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action within five (5) days thereafter. A copy of the written notice shall be forwarded to the employee's Steward.

The Employer recognizes the concept of progressive disciplinary action. Disciplinary action shall normally consist of oral reprimand, written reprimand, suspension with or without pay, and discharge. Employees may be disciplined for just cause. An employee shall be disciplined in a private and businesslike manner. It is understood that the Employer may skip one or more of the steps as listed above for an act of a serious nature. The Employer may take into account the nature of the violation, the employee's record of discipline, and the employee's performance. The employee(s) shall have a Union Steward and/or representative present in disciplinary hearings. An employee may appeal a disciplinary action through the Grievance Procedure.

- 17.02 Violation of Employer's Policies may subject employees to the progressive disciplinary procedure.
- 17.03 The Employer agrees to clear employment records of unfounded charges as soon as they are aware of such charges. Suspensions and/or reprimands will cease to have any effect twenty-four (24) months after they occur, providing there are not intervening suspensions and/or reprimands. Disciplinary records shall have no force and effect after twenty-four (24) months and shall be removed from the employee's official disciplinary file. The discipline shall then be moved to the employee's permanent record.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 DEFINITION OF GRIEVANCE . A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving the meaning, interpretation or application of the express written provisions of this Agreement. The term “grievance” shall also refer to a group of that has the same grievance.

18.02 SETTLEMENT PROCEDURE. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the Grievance Procedure to keep the procedure free of unmeritorious grievances. The Employer, Union Steward, and the Superintendent shall first attempt to settle any grievances informally. Should the matter remain unresolved, then the grievance shall be processed in the following manner:

STEP 1 No grievance shall be entertained or processed unless it is submitted in writing within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance.

Employee(s) along with his Steward who has a grievance shall submit it to his Superintendent, in writing. The Superintendent shall give his written answer within two (2) working days after such presentation.

STEP 2 If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Employer and/or his designated representative within five (5) working days after the Superintendent’s answer in Step 1. A meeting between the Employer and/or his representative, and the authorized representatives of the Union shall be held within five (5) working days at a time mutually agreeable to the parties. The employee/grievant (or, in the case of group grievances, at least one of the employees/grievants) must be present at such meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer or his representative, and the Staff Representative of the Union. If it is not settled, the Employer or his representative shall give the Employer’s written answer to the Union within ten (10) working days following the meeting.

STEP 3

MEDIATION.

With mutual agreement of the Union and Employer, the parties may choose mediation before filing for arbitration. Arbitration shall be held in abeyance pending a hearing by Federal Mediation and Conciliation Services.

Notices of a mediation request must be signed by both parties and forwarded to the mediation services. Mediation shall not delay the processing of a grievance beyond thirty (30) calendar days. If delayed further, the parties will decline mediation and may utilize the arbitration procedure in Step 4, commencing with ten (10) days of the abandonment of the mediation by either or both parties.

The Union may be represented in mediation by a Staff Representative from AFSCME Ohio Council 8, Local 1045 President, and Chief Steward as well as the grievant. The Employer may choose his representation. Both parties will notify the other party of their representation.

One copy of all entered exhibits will be retained by the opposite party and the mediator. The mediator may meet separately with either or both parties and no record will be maintained by the mediator. This will be considered by all participants to be informal in nature. The parties shall utilize exclusively the services of the Federal Mediation and Conciliation Services for all mediation sessions. (4-1-2020)

STEP 4

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Employer's answer in Step 2 by requesting the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The Parties by mutual agreement in writing may submit more than one grievance to the same arbitrator.

Either party (Union or Employer) and only either Party may appeal to arbitration any unresolved grievance. Such grievance may be submitted to the FMCS by one Party. If such one Party files for a listing of arbitrators, the filing Party will pay the filing fee.

Both the Employer and the Union shall alternatively strike names from the panel. The party submitting the grievance to arbitration shall strike the first name, the other party shall then strike a name, and the process shall continue until one name remains. The remaining person shall be notified of his selection by the parties.

18.03 **AUTHORITY OF THE ARBITRATOR.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. He shall only consider and make a decision with respect to the specific issue submitted to him by the parties, and shall have no authority or power make a decision on any other issue not so submitted to him. The arbitrator shall be without authority or power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding.

18.04 **EXPENSES OF ARBITRATION.** The fees and expenses of the arbitrator shall be borne equally by both parties. The cost of a written transcript shall be divided equally between the Employer and the Union, when both parties have requested same. However, each party shall be responsible for its own costs and expenses.

In the event a grievance is appealed to arbitration, the grievant, the Union Steward, and the Union President may attend the arbitration hearing without any loss of pay during their regularly scheduled hours of work. Employees who are called by either party as witnesses and who actually give non-repetitive testimony shall lose no pay for the time necessary for them to testify at said hearing during their regularly scheduled hours of work.

18.05 **TIME LIMITS FOR FILING.** If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union Representatives involved in each Step. The term “working days” as used in this Article shall mean the days Monday through Friday, exclusive of holidays that pursuant to this Agreement are observed on Monday through Friday.

18.06 **EXPEDITED PROCESSING OF GRIEVANCES.** The parties may expedite grievances and/or omit some steps of the procedure as set forth herein due to the nature of the issue at hand, by mutual agreement.

18.07 **SELF REPRESENTATION.** Employees covered by this Agreement may request to represent themselves in a grievance hearing; however, no settlement shall conflict with any provision of this Agreement. The Union shall have representatives present during any such hearing.

ARTICLE 19 VACATION

19.01 Employees shall receive vacation pay and/or credits for the time off with pay in accordance with the following schedule upon completion of the designated year(s) of service:

- 1. After 1 year of service 80 hours
- 2. After 8 years of service 120 hours
- 3. After 15 years of service 160 hours
- 4. After 25 years of service 200 hours

19.02 Vacation pay and/or time off with pay may be accumulated up to and not to exceed three (3) years with the prior approval of the Employer.

19.03 The Employer will give vacation preference to employees on the basis of seniority with the Employer. Prior to March 1 of each year, the Employer will accept all vacation requests and will honor such requests on a seniority basis. After March 1, the Employer will continue to assign vacation leave on a first-come, first-serve basis so long as it fits within the operational needs of the Employer. On April 1 of each year, the Employer will post the finalized vacation schedule. Scheduled time off with pay for vacation time periods shall be submitted no less than 24 hours in advance, unless an emergency occurs for the employee.

ARTICLE 20 SICK LEAVE

20.01 CREDITING OF SICK LEAVE. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

20.02 EXPIRATION OF SICK LEAVE. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted an unpaid leave of absence.

20.03 CHARGING OF SICK LEAVE. Sick leave shall be charged in minimum units of one (1) hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

20.04 EVIDENCE REQUIRED FOR SICK LEAVE USAGE. The Employer may require an employee to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

- 20.05 NOTIFICATION BY EMPLOYEE. When an employee is unable to report to work, he shall **call in ½ hour** prior to the time he is scheduled to report to work on each day of absence, except **in cases of** incapacity, unless other arrangements are made with the employee's supervisor. **For an extended illness he shall submit a physician's statement which allows him to be absent for longer than three (3) days. (4-1-2020)**
- 20.06 MISUSE OF SICK LEAVE. Employees failing to comply with sick leave rules and regulations shall not be paid **for the time used and will be subject to disciplinary action. This includes, but is not limited to demonstrated intent to defraud.** The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. **(4/1/2020)**
- 20.07 PHYSICIAN STATEMENT. An employee with an illness or disability exceeding three (3) days shall be required to furnish a statement from his physician before returning to work, notifying the Employer that the employee was unable to perform his duties during the period of absence and is able to return to work.

Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

- 20.08 PHYSICIAN EXAMINATION. The Employer may require an employee to **undergo** an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or mental capability to perform the duties of **the employee's present** position. If found **to be unable to perform the duties of his position**, the employee shall be **put on medical leave under Article 22 of this Agreement.** The cost of such examination shall be **borne** by the Employer. . **(4/1/2020)**
- 20.09 USES OF SICK LEAVE. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
 2. Death of a member of his immediate family (sick leave usage is 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 requires 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 who, 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.

- 20.10 DEFINITION OF THE IMMEDIATE FAMILY The definition of the immediate family is: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepbrother, stepsister, stepchild, aunt, uncle, legal guardians, or other person who stands in place of a parent (loco parentis).
- 20.11 Employees rehired within a ten (10) year period shall be permitted, per R.C. 124.38, credit for previously earned sick leave time.
- 20.12 FUNERAL/MEMORIAL SERVICE LEAVE. Five (5) days paid leave, which shall not be charged against sick leave, may be granted to the employee who provides proof of attendance at the funeral/memorial service of: mother, father, spouse, child, brother, sister, stepmother, stepfather, stepbrother, stepsister, stepchild, grandchild, or grandparents who serve as loco parentis. Up to two (2) days, which shall not be charged against sick leave, paid leave may be granted to the employee who provides proof of attendance at the funeral/memorial service of: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, or grandparents. All funeral/memorial service leave shall be consecutive work days, with the day of the funeral/memorial service included in said days. Where the day of the funeral/memorial service is on a day the employee is otherwise not schedule to work, the consecutive work days will be scheduled with the approval of the employee's immediate supervisor. Additional time, to be charged against sick time accrual may be granted due to circumstances beyond the control of the employee. Any funeral/memorial service leave which is not charged against accrued Sick Leave is considered active pay status under Article 22, Hours of Work / Overtime.
- 20.13 CONVERSION OF SICK LEAVE Employees who have banked sick leave of over four hundred (400) hours on the books as of November 1 each year, and have less than eight (8) undocumented instances for the previous year, may elect to convert to cash amounts of such sick leave above said four hundred (400) hours. Employees may submit their written requests prior to November 1 each year and will receive said Sick Leave Conversion Amounts one hundred percent (100%) on the pay period which includes November 30 each year not to exceed one hundred sixty (160) hours payout per year. The conversion amount will be paid by separate check. The amount of conversion that will be calculated towards OPERS is limited to the amount of calendar year accrued leave less the leave used during the calendar year. Any amount paid over the calendar year amount will not count towards OPERS. Amounts applicable to retirement final average salary computation will be as determined by OPERS.

ARTICLE 21 LEAVES OF ABSENCE

21.01 LEAVE OF ABSENCE. A leave of absence may be granted to any employee of the Employer upon written application. The leave shall be granted in accordance with the following conditions:

1. Leave of absence for reasons of health or illness shall not exceed one year; however, the extension of such leave beyond one year may be allowed by the Employer upon written application by the employee.
2. A leave of absence for purposes other than illness may be granted upon written application to be approved by the Employer. Such leave of absence shall be a period of thirty (30) days and may be extended at the discretion of the Employer for an additional thirty (30) days, but in no case shall such leave exceed a total of sixty (60) days, except as otherwise provided.
3. If an employee leaves the service of the Employer and does not comply with one of the above provisions, he automatically loses his seniority rights. If he is re-employed, he will be regarded as a new employee.

21.02 MILITARY LEAVE. An employee who is called or enlists into a military service shall be placed on an approved leave of absence during the initial tour of duty. Upon discharge, it is the employee's responsibility to contact the Employer to arrange his return to work. The rights and responsibilities for a returning service person are found in Uniformed Services Employment and Reemployment Rights Act (1994). Ohio currently provides the same USERRA rights to members of the National Guard. Under no circumstances shall an employee lose his seniority while on such leave.

21.03 INJURY PAY. Any regular employee who is injured or disabled while in the performance of his duties and who would become eligible for Workers' Compensation as provided by the laws of the State of Ohio, shall receive compensation from the County equal to the difference between his regular rate of pay and that which he is earning as Workers' Compensation **for a limited period not to exceed sixty (60) days in any one calendar year.** This amount, which he receives from the County, **in the form of wages,** will be deducted from his accumulated sick leave. **This benefit will end when accrued sick leave is exhausted.** Employees with no **accrued** sick leave **will** not be eligible for **this benefit. (4/1/2020)**

21.04 FAILURE TO RETURN FROM LEAVE . Any employee who does not return from any authorized leave as covered in this article or any other article in this Contract, and who fails to notify the Employer for three (3) consecutive days shall be considered absent without leave and considered to be a voluntary termination.

ARTICLE 22 PERSONAL LEAVE / FAMILY AND MEDICAL LEAVE

- 22.01 An employee who has completed his probationary period may be granted a personal leave of absence without pay for good cause shown, for a period not to exceed three (3) months. The granting of such leave will be based upon the operational needs of the employee's department.
- 22.02 Application for such leave shall be made in writing at least one (1) week prior to the beginning of said leave. An extension may be granted provided the employee applies in writing one (1) week prior to the end of the existing leave. Fringe benefits shall not continue nor accumulate during a personal leave.
- 22.03 An employee may, upon notification of one (1) week, return to work prior to the expiration of a person's leave of absence, if such early return is agreed to by the Employer. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists. An employee who fails to report to work to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to termination of employment.
- 22.04 Employees may be granted a Family and/or Medical Leave subject to the qualifying events, terms, conditions, requirements, known as the Family and Medical Leave Act of 1993 as amended **in January 2008 with the enactment of FY3008 NDAA Public Law 110-181. (4/1/2020)**

ARTICLE 23 UNION LEAVE

- 23.01 AFSCME Local # 1045 will be allowed three (3) union leave days per calendar year without pay. This will be three (3) days for no more than two (2) union officials and the days will be non-accumulative. The local will use these days for conferences out of town.

ARTICLE 24 JURY DUTY / WITNESS DUTY

- 24.01 An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury service or witness service and will be compensated for the difference between his regular pay and jury pay or witness duty. Material documented proof of duty shall be presented upon return to work on the form provided by the court.

ARTICLE 25 HOLIDAYS

25.01 Employees shall receive the following paid holidays each year:

New Year's Day	July 4 th
Martin Luther King Day	Labor Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Columbus Day	Day after Thanksgiving
Christmas Day	

25.02 In the event that any of the above holidays fall on a Saturday, the Friday preceding shall be taken as the holiday. Should the holiday fall on a Sunday, the following Monday shall be taken as the holiday. To be eligible for holiday pay, the employee must work the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holiday unless the employee has an excused absence. For the purposes of this section, an excused absence shall be defined as any leave provided for in the Agreement, and illness which is appropriately verified by a physician, approved vacation leave, or a personal day as provided in the Agreement.

25.03 Employees who are working on a holiday or are called back to work on a holiday herein shall be paid time and one-half (1½) compensation, in addition to his regular pay.

25.04 PERSONAL LEAVE. The employee(s) shall receive thirty-two (32) hours to be credited on April 1st of each year of the contract. Personal time may be utilized in increments of one (1) hour. All personal time not used by March 31st of the next year shall be forfeited.

ARTICLE 26 HOSPITALIZATION

26.01 MEDICAL AND HOSPITALIZATION INSURANCE. The Parties recognize that the Employer has no control over the Medical and Hospitalization Insurance Plan offered through the Erie County Board of Commissioners. Therefore, participation in and contribution to any Plan will be in accordance with the established rules and regulations of the Erie County Board of Commissioners and the Cost Containment Committee. The Union will be represented on that Committee as will the Employer. It is further understood that the Union members are eligible for any new benefits offered through the Plan provided they meet the requirements as set out by the Plan.

26.02 VOLUNTARY PLANS. Any plan in which the employee pays the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase premiums for such voluntary plans, including COBRA and the dental plan.

26.03 Copies of all insurance plans shall be provided to all employees.

ARTICLE 27 LONGEVITY PAY

27.01 An employee shall receive “Longevity Pay” per the following schedule after completion of the designated year(s) of service:

- 1. 5 years of service..... \$ 0.15 added to base rate
- 2. 10 years of service\$ 0.25 added to base rate
- 3. 15 years of service\$ 0.35 added to base rate
- 4. 20 years of service\$ 0.45 added to base rate

ARTICLE 28 HIGHER CLASSIFICATION PAY

28.01 Any employee assigned to a higher-rated position for three (3) hours or more in any given day shall receive the higher rate of pay for the entire day if he works the entire day.

28.02 Any employee who runs a snow plow during inclement weather will be paid at the rate of an Equipment Operator 2 or his regular rate of pay, whichever is higher.

ARTICLE 29 TEMPORARY FOREMAN

29.01 In the event that the Employer, or his designee, determines the need to temporarily appoint a bargaining unit employee to a foreman or a supervisory position for a minimum of eight (8) hours, said employee shall receive fifty cents (50¢) per hour in addition to his regular rate of pay.

29.02 A working temporary foreman is a bargaining unit employee selected by his supervisor. The working temporary foreman is to direct fellow workers in the tasks to be done in order to accomplish work described to him by his supervisor. This direction is to be given by the working temporary foreman and taken by the work crew members and carried out to the completion by each in a professional and courteous manner. It is not the responsibility of the working temporary foreman to administer company policy. This remains with the supervisors.

29.03 DUTIES OF WORKING TEMPORARY FOREMAN. Duties of the working temporary foreman include but may not be limited to the following:

1. Describe the scope of work to be performed that day to his crew, provide work instructions and direct the work.
2. Assess situations to determine proper equipment and procedures to complete daily tasks.
3. Maintain a safe working environment.
4. Report crew members who do not perform, or underperform, their assigned duties.] (Everyone is to carry their fair share of the load.
5. Report daily progress to the superintendent or his assistant.
6. Make decisions (not having to do with policy) to successfully complete those tasks as assigned.
7. Fill out daily work sheets.
8. Keep equipment location updated on the board.
9. Figure material quantities needed to complete the job.

ARTICLE 30 HEALTH AND SAFETY

- 30.01 A. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, management accepts its responsibility for providing safe working conditions, tools, equipment and working methods for its employees. The supervisors will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by their employees. The employee(s) accept the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the management. All unsafe working conditions must be reported. All employees are responsible for reporting unsafe working conditions immediately to the Employer or his designee, as soon as these conditions are known.
- B. An employee acting in good faith may only refuse to work under conditions that the employee reasonably believes presents an imminent danger of death or serious harm to the employee, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee. The Employer shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested and the Employer refused to correct the hazardous condition and the danger is such that a reasonable person under the circumstances would conclude posed an “imminent” danger of death or serious physical harm to the employee.

30.02 The labor-management committee shall be assigned to the task of establishing safety practices which protect the health and welfare of the employees. The committee shall complete this task as soon as possible after the implementation of this contract.

The Union Committee shall be limited to three (3) representatives at those labor/management meetings, of which one (1) representative shall be a Staff Representative of the Union. The committee for the Employer shall be limited to three (3) representatives.

30.03 A. The Employer agrees to furnish a workplace of employment free from recognized hazards likely to cause death or serious harm as mandated by R.C. Chapter 4167 and O.A.C. 4167-03-1.

B. The Employer agrees to the full implementations of the OSHA training requirements for all employees also along with CDL training. The Union and Employer shall have joint training sessions as are necessary for this implementation and training.

ARTICLE 31 PAY CHECKS / PAY STUBS

31.01 Employees shall continue to receive their pay check(s) every two (2) weeks, while in active pay status, for the life of this Agreement.

31.02 The pay stub shall reflect all deductions, hours of work, overtime, sick leave hours used and accumulated and balance thereof; vacation leave hours used and accumulated and balance thereof, each pay period, as well as the proper pay rate of each employee, when the computer can feasibly document same.

ARTICLE 32 SEVERABILITY

32.01 This Agreement is subject to all applicable Federal and State laws, or judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event any such provision is found to be invalid, the parties shall meet promptly to discuss the possibility of negotiating a proper lawful provision as a substitute for the conflicting provision.

ARTICLE 33 REVISIONS / MODIFICATIONS

33.01 The parties hereto agree that additions and modification(s) to this Agreement may be made during the term of this Agreement, but only by mutual agreement of the parties, and through the negotiation process.

ARTICLE 34 MILEAGE / MEAL ALLOWANCE

34.01 In the event an employee is required to utilize his personal vehicle for Employer business, the employee will be compensated at the rate established by the Erie County Board of Commissioners.

34.02 When an employee is required by the Employer to attend a function or participate in functions or activities, the Employer shall reimburse any such employee(s) for reasonable costs upon presentation of receipts thereof. The Employer shall continue the practice of paying for registration fee(s), conference fee(s), books and materials, and expenses for any such function(s).

ARTICLE 35 PENSION PICKUP

35.01 The Employer shall designate the Employee's contribution of gross wages paid each year by individual bargaining unit members to the Public Employees Retirement System of the State of Ohio or Employer-paid for the purpose of deferred state and federal income taxes under the Pension pickup plan commonly referred to as "Salary Reduction Plan," each bargaining unit member will continue to pay the required amount of Employee's contribution of gross salary to PERS. The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio.

35.02 This benefit is not an option with each individual bargaining unit member. All members will be placed in the plans listed above for the duration of their employment with the County. Vesting of the employee and the Employer share will continue to be governed by the laws of the State of Ohio.

ARTICLE 36 WAGES

- 36.01 The rates of pay are found in Appendix D for the duration of the Contract.
- 36.02 CDL. The Employer agrees to pay for the renewal of commercial driver's licenses during the term of this Agreement provided that possession of the CDL is a job requirement of the employee's position.
- 36.03 TOOL ALLOWANCE. Any bargaining unit employee in the classification of Mechanic 2 who has not received a one-time tool allowance is eligible for a one time Tool Allowance in the amount of Two Hundred Dollars [\$200.00] which shall be established in the same manner as the Incremental Weather Gear allowance.

ARTICLE 37 WORK RELATED GEAR ALLOWANCE

- 37.01 The Employer shall pay an annual **work-related gear allowance** in the total amount of **three hundred dollars \$300.00** to each bargaining unit employee. **Mechanics** may use the **work related** gear allowance to purchase tools.

The Employer agrees to provide a credit card for ~~the~~ **work-related gear allowance** purchases. All employees shall turn in the credit card at the end of each contract year. Receipts for all purchases shall be submitted within one week of the purchases. Purchases which do not qualify as **being work related** gear are prohibited. Any employee who uses the **work-related gear allowance** credit card for purchases other than such gear will lose the right to have a subsequent credit card for the remainder of the Contract. (4/1/2020)

ARTICLE 38 SUPERVISORY EMPLOYEES

- 38.01 Bargaining unit employees shall not be displaced or laid off as the result of supervisory personnel doing bargaining unit work.
- 38.02 The parties agree that supervisory employees may give training, instructions and/or direction(s) to the bargaining unit employees, and may perform bargaining unit work in the event of an emergency or when requested by a bargaining unit member.


ARTICLE 39 DURATION

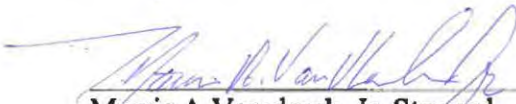
- 39.01 This Agreement shall be effective April 1, **12:01 a.m. 2020** and shall remain in full force and effect until midnight, March 31, **2023** unless otherwise terminated as provided herein. **(4/1/2020)**
- 39.02 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties may commence negotiations within two (2) calendar weeks upon receiving notice of the intent.
- 39.03 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 exercising that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior agreements, either oral or written are hereby canceled, except to the extent of negotiated issues as agreed to by the parties pursuant to the Revisions/Modifications Article of this contract. Therefore, the Employer 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, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- 39.04 In the initial meeting between the parties, the parties shall establish the bargaining guidelines for the conduct of negotiations. The parties may utilize the services of the Federal Mediation and Conciliation Service (FMCS) and/or SERB in the event of an impasse in bargaining, provided both parties mutually agree.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives on this 1st day of April, 2020.

FOR THE UNION:

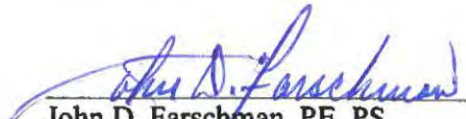

Michael Smith, Local 1045 President

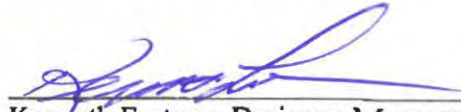

Morris A. Vanvlerah, Jr. Steward


Kyle Barnett, Recording Secretary

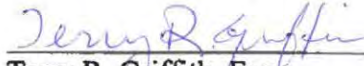

David Blyth AFSCME Ohio Council 8
Staff Representative

FOR THE EMPLOYER:


John D. Farschman, PE, PS
Erie County Engineer


Kenneth Fortney, Drainage Manager


Eric Schippel, Road Superintendent


Terry R. Griffith, Esq.

Approved as to Form:


Kevin J. Baxter, Erie County Prosecutor
By:

GERHARD GROSS, ASST.

APPENDIX A GRIEVANCE FORM AFSCME LOCAL 1045

AFSCME, Council 8, AFL-CIO
Toledo District Office
420 S. Reynolds Rd. #108
Toledo OH 43615
(419) 539-6000

Erie County Engineer
2700 Columbus Ave.
Sandusky, OH 44870
(419) 627-7710

Union Grievance No. _____ Employer No. _____

Name of Grievant _____ Classification _____

Superintendent _____

Informal Discussed with _____ Date/time _____

Article and section number of contract violated: _____

Statement of Grievance (Give times, dates, who, what, where, when, why and how)

Remedy Requested:

Grievant's Signature _____ Date/time _____

Union Representative Signature _____ Date/time _____

STEP ONE

Received by: _____ Date/time Submitted _____

Date of meeting _____ Place _____

Answer:

Signature of Employer/Superintendent _____ Date/time _____

APPENDIX A CONTINUED

ANSWER IS ACCEPTED _____ APPEALED TO NEXT STEP _____

Grievant's Signature _____ Date/time _____

Union Representative Signature _____

Date/time _____

STEP TWO

Received by: _____ Date/time Submitted _____

Date of meeting _____ Place _____

Answer:

Signature of Employer/Superintendent

Date/time

ANSWER IS ACCEPTED _____

REJECTED _____

Grievant's Signature _____

Date/time _____

Union Representative Signature _____

Date/time _____

STEP 3 APPEAL TO ARBITRATION

Appealed to Arbitration Date _____

Received by Employer Date _____

APPENDIX B TYPE OF EQUIPMENT/APPLICABLE POSITIONS NOTED

The following listing shall be indicative of the type of equipment operated in accordance with the applicable position descriptions.

EQUIPMENT OPERATOR 3

Grader

Bull Dozer

Excavator

Arc Welder

Combination Machine (Jet Rodder / Vacuum)

Snow Blower

Removed Distributor Operator & Distributor Tractor Operator II. If re-established, pay rate will fall under this class.

Any equipment requiring a crane certification (4-1-2020)

EQUIPMENT OPERATOR 2

Backhoe

Catch Basin Builder

Hydraulic Sewer Cleaning Machine

Payloader

Large Tandem Roller

Rubber Tire Roller

Tandem Patch Roller

Boom Mower

Tandem Truck

Tar Kettle Operator

Crafco Machine

Skid Steer Loader

Any Truck When Plow Blade Attached or Salt Spreader

EQUIPMENT OPERATOR 1

Trucks

Air Compressor (75 CFPM or more)

Cutting Torch

Chain Saws

Brush Chipper

Power Sweepers / Rakes

Tractor Mower

Power Post Hold Digger

APPENDIX B CONTINUED

LABORER A

Pick-Up Truck

Power Weed Cutter

Bottom Men

1 Ton Dump Truck (Without Plow Blade Attached or Salt Spreader)

LABORER B

Common Labor

LABORER C

Common Labor

MECHANIC

Vehicle Maintenance Repair

APPENDIX C DUES DEDUCTION / AUTHORIZATION


PUBLIC SECTOR
MEMBERSHIP AUTHORIZATION
 LOCAL _____, AMERICAN FEDERATION
 OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
 

I request and hereby accept membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to act as my exclusive bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment with my employer. I agree that my membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may be revoked by me by giving written notice of my desire to withdraw from union membership to a subordinate body. I understand that my membership authorization is separate from my checkoff agreement and that I may only revoke dues authorization in accordance with the procedure set forth below.

Print Name _____
 Address _____ City _____ State _____ Zip _____
 Employee Signature _____ Date _____


AUTHORIZATION/ AGREEMENT FOR PAYROLL DEDUCTION


Effective immediately, I hereby voluntarily authorize and direct my employer to deduct from my wages each pay period, or such other period as set forth in the applicable collective bargaining agreement, the amount of dues, initiation fees or assessments certified by the Union and as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution and for year to year thereafter, unless I give 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; provided however, if the applicable collective bargaining agreement specifies an annual revocation window period of longer than fifteen (15) days, then only that longer period shall apply. The applicable collective bargaining agreement is available upon request.

This Agreement supersedes any prior checkoff agreement/card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. I understand that I have a right to retain employment without joining the union or paying union dues.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Print Name _____
 Address _____ City _____
 State _____ Zip Code _____ Home # () _____ Personal Cell* () _____
 Personal Email _____ Last 4 Digits of Your Social Security No. _____
 Employer _____ Job Title _____
 Worksite/Building _____ Shift _____
 Signature _____ Date _____

* By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.

(Revised 12/18) (Council)

(4-01-2020)

APPENDIX D RATES OF PAY

All changes in rates will occur at the beginning of the pay period in which the date of the new rate is effective.

Rates 4/1/20-3/31/21				
Classification	Start	End Probation	1 year	2 years
Equipment Operator 1	20.94	21.41	21.91	22.30
Equipment Operator 2	21.07	21.55	22.05	22.45
Equipment Operator 3	21.30	21.78	22.30	22.71
Mechanic Helper	20.27	20.61	21.06	21.57
Mechanic 1	21.58	22.08	22.61	23.03
Mechanic 2	21.96	22.49	23.03	23.47

Rates 4/1/20-3/31/21				
Classification	Start	End Probation	1 year	2 years
Laborer A	19.66	20.11	20.59	20.97
Laborer B	19.11	19.56	20.03	20.41
Laborer C	18.44	18.74	19.06	19.40

Rates 4/1/21-3/31/22				
Classification	Start	End Probation	1 year	2 years
Equipment Operator 1	21.39	21.86	22.36	22.75
Equipment Operator 2	21.52	22.00	22.50	22.90
Equipment Operator 3	21.75	22.23	22.75	23.16
Mechanic Helper	20.72	21.06	21.51	22.02
Mechanic 1	22.03	22.53	23.06	23.48
Mechanic 2	22.41	22.94	23.48	23.92

Rates 4/1/21-3/31/22				
Classification	Start	End Probation	1 year	2 years
Laborer A	20.11	20.56	21.04	21.42
Laborer B	19.56	20.01	20.48	20.86
Laborer C	18.89	19.19	19.51	19.85

Rates 4/1/22-3/31/23				
Classification	Start	End Probation	1 year	2 years
Equipment Operator 1	21.99	22.46	22.96	23.35
Equipment Operator 2	22.12	22.60	23.10	23.50
Equipment Operator 3	22.35	22.83	23.35	23.76
Mechanic Helper	21.32	21.66	22.11	22.62
Mechanic 1	22.63	23.13	23.66	24.08
Mechanic 2	23.01	23.54	24.08	24.52

Rates 4/1/22-3/31/23				
Classification	Start	End Probation	1 year	2 years
Laborer A	20.71	21.16	21.64	22.02
Laborer B	20.16	20.61	21.08	21.46
Laborer C	19.49	19.79	20.11	20.45

(4-1-2020)

APPENDIX E: DEEMED CERTIFIED AGREEMENT 1992

RECOGNITION AGREEMENT

The parties hereto have agreed to change the deemed certified unit as set forth below. Ohio Council 8, American Federation of State, County and Municipal Employees AFL-CIO and Local 1045, American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) are the deemed certified collective bargaining agents for the unit of employees as set forth below by virtue of a collective bargaining agreement and their sole and exclusive representative status on all dates required by law.

The deemed certified

unit is: Included:

All full-time employees employed in the classifications of Equipment Operator 1, 2, and 3; Laborer A and B; and Mechanic 1 and 2.

Excluded:

All management, confidential, supervisory, part-time, temporary, and seasonal employees, except as otherwise determined by the State Employment Relations Board; and all positions and classifications not specifically included in the bargaining unit.

Classification titles have changed, positions have been merged, new positions have been created and classifications have been abolished since AFSCME became the deemed certified collective bargaining agent. Therefore, the Erie County Road Engi

8-7-92
OK
8/7/

neer hereby recognizes AFSCME as the sole and exclusive collective bargaining agent in the unit set forth below:

Included:

All full-time employees classified as Equipment Operator 1, 2, or 3; Laborer A, B or C; Crew Leader; Mechanic 1 and 2 and Mechanic Helper.

Excluded:

All management, confidential, supervisory, part-time, temporary, and seasonal employees, except as otherwise determined by the State Employment Relations Board, and all positions and classifications not specifically included in the bargaining unit.

The parties will amend Article 2 of the current collective bargaining agreement to incorporate the above described unit.

ERIE COUNTY (ROAD) ENGINEER

Dated: 8/7/92

By: *Edward L. Fink*

LOCAL 1045, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

7/1/92

By: *David H. Jantich / rev*

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2020 CHANGES TO CONTRACT

SECTION	CHANGE
2.01	Include Crew Leader
6.02	Include “through the County Auditor and strike reference to Fair Share Fee
6.03	New address for sending dues to AFSCME
6.03	The Employer send a letter to Auditor requesting that the Auditor provide certain information to AFSCME Comptroller
6.09	Delete Fair Share Fee collection
6.09 NEW	Include language on <u>Janus v Council 31 58 U.S. ___ (2018)</u> and return to Fair Share Fee negotiations if <u>Janus</u> is overturned.
7.03 A.	Union will provide notice to Employer official roster of officers and AFSCME representative annually
7.03 B.	Employer will provide list of information on Union members semi-annually
7.05	The AFSCME Council 8 representative enter and sign in at Front office
11.01	Define work week as either 5days/week at 8 hours day or four days/week at 10 hours/day
11.03	O.T. shall be paid for any work in excess of employee’s normal shift (to account for either 5/8 or 4/10 shifts
11.03	Include paid holidays
11.06.1.	Employer will have one call out list instead of two. Still retain extra list.
11.06.2.	The call-out list wall rotate anew on Monday at start of first shift
11.08	Alternate shift 10/4 shift First Monday in April-last Friday in October. On weeks were a holiday occurs, the employees will work a 8/5 shift all week.
18.02 Step 3	Mediation language added FMCS as mediator
18.04 Step 4	Renumbered Old Step 3 Refer to Arbitration if not settled in Mediation
20.05	Call in by ½ hour prior to start of shift except for incapacity.
20.06	Change from title ‘Abuse’ to ‘Misuse’ Employee may not be paid and subject to disciplinary action, includes fraud attempt
20.08	Add if found unable to perform duties put on medical leave.
21.03	Injury Pay modified restricted by amount of sick leave available and time limited to 60 days in any given calendar year.
22.04	Include Congress statute name amending FMLA benefit
36.01 /Appendix D	New wage rates for 3 years
37.01	Inclement gear increased to \$30/year + Mechanics can use this gear replacement as tool replacement
39.01	Three year agreement
App B	Equipment Operator 3 add “Crane Certification”
App C	New Dues Deduction Card

(4/1/2020)