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AGREEMENT

BETWEEN

**LUCAS COUNTY ENGINEER
LUCAS COUNTY, OHIO**

AND

**LOCAL 267, OHIO COUNCIL 8
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

MAY 15, 2020 THROUGH MAY 14, 2023

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ARTICLE 1
PREAMBLE

This agreement entered into by the Lucas County Engineer, hereinafter referred to as the Employer, and the Local 267, Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and conditions of employment.

ARTICLE 2
UNION RECOGNITION/REPRESENTATION

Section 1

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment. This recognition shall only be for all employees in the Lucas County Engineer/Road Maintenance Department in the following classifications:

Laborer 1C (0-150 days)	Stock/Service Technician
Laborer 1B (151 – 730 days)	Mechanic
Laborer 1A* (731 days and thereafter)	Equipment Operator 2
Laborer 2	Equipment Operator 3
Laborer 3	Equipment Operator 4
Laborer 3 (Bottom Man)	Survey Tech II
Survey Crew Chief	

Any current CDL Employee who does not maintain their CDL goes to the lowest rate on their current pay scale until they re-obtain a CDL. The County Engineer will grant them twenty-four (24) months to re-obtain their CDL. If said employee fails to re-obtain their CDL within the twenty-four (24) month period, they will be terminated. If at any time the loss of CDL status is due to a verified medical condition, the employee shall become a Laborer 1A on their current pay scale. Should the affected employee regain his CDL status during the course of his employment, he shall revert to his previous position.

- B. Changes in working conditions and wages paid in any classification in the bargaining unit shall not be made without negotiations with the Union, at times and a place mutually agreeable to both parties.

Section 2

- A. All newly hired employees shall serve a probationary period of **one hundred fifty (150)** calendar days.
- B. For good cause shown to the Union, the probationary period for an employee may be extended for one (1) additional period not to exceed ninety (90) calendar days.
- C. Probationary employees may be discharged for any reason not prohibited by law. No grievance may be filed in the case of such discharge.
- D. Employees on probation, including any extension, shall not be advanced to the contract rate.

Section 3

- A. **The employer shall deduct during the life of this Agreement, from the wages of employees in the bargaining unit, membership dues in Local 267, Ohio Council #8, AFSCME, for each employee who has signed an authorization card for such deductions. Membership is an agreement between the employee and the union. Cancellation of memberships shall be governed by the terms of the Authorization/Membership card. Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article. The Employer further agrees to remit to the Controller of Ohio Council 8, 6800 N. High St., Worthington, OH 43085-2512, dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered herein. The Union agrees to indemnify and hold the Employer harmless with respect to any claim or determination that the provisions of this article violate any State or Federal law.**

Section 4

- A. For the purposes of representation, the Union shall be entitled to the President, Vice President, Treasurer, one (1) Chief Steward, two (2) Stewards. The Union Vice President shall be the official designee for the Union Stewards and President, if necessary. The Union Representative shall be entitled to a reasonable amount of time off, with pay, during working hours, to process, investigate, and present grievances which arise, and to conduct Union business relative to matters involving its membership. The Union representatives herein shall get permission from their supervisors when leaving their job to handle grievances and shall report when returning to work.
- B. In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled as needed. The parties shall determine who shall represent them individually at any scheduled labor-management meeting.
- C. The Employer agrees that accredited representative of the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO, and Local Union Representatives shall have access to the premises of the Employer at any time during working hours to conduct Union business relative to matters involving its membership.

The Union Representatives agree that such visitations shall not disrupt the normal operations and said Union Representatives shall inform the Road Superintendent and/or his designee upon arrival.

Section 5

The Employer shall provide a bulletin board for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.

Section 6

All employees shall be provided with an accurate description of their job. Any modifications of job descriptions will be reviewed through the Labor/Management Meeting process prior to implementation. Job duties will ultimately be determined by the Employer.

ARTICLE 3
NON-DISCRIMINATION

Section 1

- A. The parties agree that the provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, Union affiliation, religious affiliation; pregnancy, military/veteran status, genetic information, sexual orientation, political affiliation, or physical disability.
- B. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as a dispute between an employee (s) and/or the Union and the Employer concerning the interpretation or application of the terms of this Agreement.

Section 2

Grievances shall be presented in accordance with the following procedure:

Step 1 Informal Step: An employee with a grievance, along with the Union Representative, shall orally discuss his/her grievance within ten (10) working days of his/her knowledge of the grievance to the Road Superintendent or his designee, and they shall attempt to solve it informally. If additional time is required to investigate the circumstances, the Road Superintendent may have up to five (5) working days to answer the grievance informally.

Step 2 If the grievant and/or Union is not satisfied with the answer given in Step 1, they shall within five (5) working days of receipt of the answer, **submit the grievance in writing** to the Road Superintendent or his Designee. The Road Superintendent will hear the grievance with the grievant and Union Representatives and shall respond in writing within ten (10) working days from the date of the hearing.

Step 3 If the grievant and the Union **are** not satisfied with the answer given in Step 2, they shall within five (5) working days of receipt of the answer appeal the grievance to the County Engineer or his Designee and a hearing will be held within ten (10) work days of his receipt of the appealed grievance with the County Engineer or his Designee and the grievant and his Union Representative. The Hearing Officer shall remain neutral throughout the hearing process. The County Engineer or his Designee will answer the grievance within ten (10) working days following the date of the hearing.

Step 4 By mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request **to the other party** within five (5) workdays following the Step 3 answer. If the Engineer and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within five (5) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The Engineer may, at his discretion, determine the number and the makeup of his representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 5 Matters may be submitted to arbitration by either party if not resolved in Step 3 or Step 4 above. Disputes involving Step 3 or 4 grievances may be appealed through this fifth step of the Grievance Procedure. The fifth step shall be binding arbitration. In the event either party

elects arbitration, then the issue will be submitted to an arbitrator no later than ten (10) working days after having received the answer in Step 3 or mediation is conducted in Step 4. The Party submitting a case to arbitration will submit a FMCS form to the FMSC for a list of seven (7) arbitrators. The parties shall alternately strike names from the list until one (1) arbitrator remains to serve as the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at their determination on any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine themselves to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement or grievance. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the grievance was presented to the Employer in Step 1 of the Grievance Procedure.

The decision of the arbitrator shall be final and binding upon the Union, the employees and the Employer.

All cost and expenses shall be borne fully by the **losing party**. If the arbitrator makes a split decision, then the cost and expenses shall be divided equally between the Employer and the Union.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 3

The parties may extend, by mutual agreement, the time limits herein, in any step in the procedure. However, both parties shall attempt to observe all time limits herein.

ARTICLE 5 DISCIPLINARY PROCEDURE

Section 1

In order to insure that all employees are treated fairly, it is necessary that a uniform disciplinary procedure is enacted. The Employers representatives will notify the Union within two (2) weeks after their knowledge of any incident that may be cause for discipline.

An employee may be disciplined for reasons outlined in Section 124.34 of the Ohio Revised Code, or for other just and reasonable cause. An employee of the bargaining unit may be

charged with incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, failure of good behavior, neglect of duty, failure to follow established procedures, tardiness and excessive use/abuse of sick leave, conviction of a felony, misfeasance, malfeasance, or nonfeasance. An individual guilty of said charges shall be subject to immediate disciplinary action up to and including dismissal.

An employee will be put on notice of unacceptable actions or behaviors before any disciplinary steps are imposed. The parties acknowledge and agree that not all offenses require such prior notice of discipline because certain offenses are of a nature, including but not limited to the seriousness of the offense, that a reasonable employee should be expected to know this conduct is improper and punishable, up to and including discharge.

The parties agree that disciplinary action shall be progressive and corrective. Progressive disciplinary measures may, depending on the seriousness of the offense, skip or repeat steps in the disciplinary procedures.

For disciplinary infractions of any nature except theft, embezzlement, the use of alcoholic beverages or drugs during working hours, physical violence, offenses involving moral turpitude, gross insubordination (i.e. refusal to carry out a direct order), neglect of duty, or other serious offense, the following disciplinary procedure shall be adhered to:

1ST STEP. VERBAL WARNING: Notification to the Employee, Union President or his Designee, and a copy to be placed in personnel file.

2ND STEP. WRITTEN WARNING: Copies to be given to employee, Union President or Designee, copy to be placed in personnel file.

3RD STEP. 1 TO 3 DAY SUSPENSION: depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the Union President and a copy to be filed in personnel file. At his request, the employee will be given a hearing with Union representation. The county Engineer or his designee will conduct a hearing in accordance with the following paragraph.

4TH STEP. 5 TO 10 DAY SUSPENSION: depending on the degree of violation when any employee reaches this step.

At his request, the employee will be given the opportunity of a hearing with Union representation before the County Engineer or his designee. This hearing shall be scheduled within ten (10) working days of the date of notification to the employee and union. All charges shall be in writing and presented at the hearing. Disciplinary action to be taken shall be determined by the County Engineer or his designee within fifteen (15) working days after the hearing.

5TH STEP. DISMISSAL PROCEDURE: with a hearing as set forth in the preceding paragraph.

Section 2

- A. With regard to the major offenses mentioned in the second paragraph under Article 5, Section 1 the employee may be subjected to immediate dismissal.
- B. The following disciplinary action may be invoked for the above mentioned violations: removal, suspension, with or without pay or reduction to a lower pay classification except that for drunkenness during working hours or insubordination, the employee will be subject to immediate dismissal suspension or reduction in pay classification pending a hearing in accordance with the fifth step of Section 1 under this article.
- C. In case of dismissal or suspension of any employee, he or she shall be given a written notice of such dismissal, suspension, or reduction in pay classification setting forth the charges and the duration of such suspension. A date will be set for a hearing in accordance with the 5th Step of Section one (1) of this Article.
- D. If the charges are found to be erroneous and/or unfounded by proper evidence, the charges will be withdrawn, and any loss of pay by reason of such suspension, dismissal, or reduction in pay classification, shall be paid from the first day thereof, and the affected employee will be restored to his or her original status. Any employee may refuse to attend any such meeting without Union representation.

Section 3

The parties recognize that the work rules may not cover every situation and that the circumstances involved in the violation of a work rule may affect the seriousness of the violation. Therefore, in the event that violation of work rules calling for progressive discipline is sufficiently serious, steps in the progressive disciplinary procedure may be omitted depending on the severity of the offense.

Violations of the following General Work Rules are considered Major Infractions and will subject the employees to the progressive disciplinary procedure mentioned above in conjunction with paragraph 1, Section 3 above.

- A. Fighting by any individual during working hours or on Lucas County Road Maintenance Department premises.
- B. Falsifying information required by Lucas County Road Maintenance Department, whether such in connection with or related to employment data, time cards, sick leave, or reports required to be submitted concerning safety conditions affecting the Lucas County **Road Maintenance** Department.
- C. Refusing to use or wear any safety equipment required or furnished by the Lucas County Road Maintenance Department.
- D. Acting in any insubordinate or abusive manner or using abusive or disorderly language toward supervisors.

E. Sleeping while on duty.

Section 4

Unauthorized absenteeism or excessive tardiness except in the case of a personal emergency situation is defined as follows:

1. In order to be excused for an absence for sick or funeral leave, an employee or an employee's immediate family or responsible person, at least one-half (1/2) hour in advance of his scheduled starting time, must notify his supervisor or the person on duty at the Lucas County Road Maintenance Department.
2. Failure to notify the Lucas County Road Maintenance Department where notice is reasonable possible in accordance with the above procedure at the beginning of each scheduled shift, will mean that absence shall be considered an unexcused absence for the purpose of the progressive disciplinary procedure.
3. Excessive tardiness is six (6) or more instances of being late for work during a period of twelve (12) calendar months and will result in discipline under the progressive disciplinary procedure. Each additional tardiness beyond six (6) within any twelve (12) month period will result in an additional step in the progressive disciplinary procedure being implemented. At the fifth (5th) tardiness in a given twelve (12) month period the employer will notify the employee and Union that the next tardiness within said twelve (12) month period will result in a written reprimand.

Section 5

- A. When an employee has gone for one (1) full year since his last disciplinary step, and then commits a minor infraction, he shall repeat the last step he received.
- B. In the event an employee has worked eighteen (18) months without disciplinary action(s), his entire record shall be cleared, regarding discipline but shall be maintained as part of his/her employment records.

Section 6

All discipline(s) shall be subject to the grievance procedure.

Section 7

When it becomes necessary for a supervisor to reprimand an employee verbally, it shall, to the extent practicable, be done in private and in a manner which will not cause embarrassment to the employee.

ARTICLE 6 SENIORITY

Section 1

Seniority shall be defined as the length of continuous service with the Road Maintenance

Department of the Lucas County Engineer's Office **Bargaining Unit.**

Section 2

The term "continuous service" as used in this Agreement shall be construed to mean that absences from employment due to illness, injury, or absences pursuant to this Agreement, shall not interrupt the employee's service.

Section 3

If an employee quits and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for purposes of seniority.

Section 4

There shall be no loss of bargaining unit seniority for anyone holding a managerial/supervisor position who returns to a bargaining unit position **within twelve (12) months of his promotion out of the Bargaining Unit.**

Section 5

The Employer shall provide seniority list which shall provide the employee's date of hire, classification, seniority, and job titles to the Union **upon request.**

Section 6

The Employer shall utilize seniority and qualifications for employees temporarily assigned to a higher classification.

ARTICLE 7
JOB POSTING/BIDDING

Section 1

- A. In cases of promotion, whether temporary or permanent, if the employee concerned is qualified to perform the duties required in the promotion, seniority as well as qualification(s) will be adhered to.
- B. The Employer shall give a list to the Union of all bidders, the successful bidder regarding all bids for lateral transfers and promotions, within five (5) days, after the five (5) day posting period. The Employer shall not be arbitrary nor capricious in the selection(s) of bidders for said posting and shall utilize seniority and qualification for said bidders.
- C. In cases of a promotion or lateral transfer, a thirty (30) day probationary period shall be mandatory with the employee working at the appropriate pay rate. At the end of thirty (30) days, in most instances, he will be given the permanent appointment or returned his original position depending on his ability to perform the work.

Senior operators and senior employees will assist and give advice to the new, transferred or promoted employee on the job, whereas, said new employee will be assisted in "on

the job training".

- D. In special cases, if the Engineer feels that the thirty (30) day probationary period has not been sufficient to determine the man's ability to perform the work, the probationary period may be extended to sixty (60) days. If an employee bids a position which requires an evaluation of seasonal tasks (i.e. summer/spring work) during the non-summer/spring months, said employee shall receive the position on a temporary appointment until May 1st, at which time an evaluation period of thirty (30) days will commence to determine the ability of the employee to perform the job function(s). In the event, the employee cannot accomplish the tasks required of the position, said employee shall return to his most recent position held prior to said temporary appointment.
- E. When an employee successfully completes their probationary period for a bid position, this employee shall not be allowed to immediately rebid their old position. However, after holding the new position, for sixty (60) days, the employee may bid the previous position. The Employee may bid on any other position which may be posted at any time.
- F. A Seniority list will be posted on the employees' bulletin board and kept current.

Section 2

- A. In the event that a vacancy occurs and requires refilling or a new position is created, a notice will be posted on the employees' bulletin board for the purpose of announcing such a vacancy or new position. If it is decided to fill the vacancy by the employer, a notice will be posted within ten (10) days for a period of five days. A recommendation on who is to fill the position will then be made by the Road Superintendent in ten (10) days and submitted to the County Engineer for approval.
- B. Employees who desire to make applications for such position shall submit their names to the Road Superintendent. No application shall be honored unless signed by the Chief Steward and Road Maintenance Superintendent.
- C. It shall be the policy of the County Engineer to promote within the existing organization whenever possible.

Section 3

Employees "Temporarily" working a higher classification shall receive the rate of the higher position, while the posting and bidding is carried out.

Section 4

In cases of bids or lateral transfer(s), seniority and qualifications shall be adhered to.

ARTICLE 8
LAYOFF/RECALL PROCEDURE

Section 1

In the event it becomes necessary to lay off employees, it shall be due to lack of work or funds. Before regular full-time employees are laid off, all seasonal, temporary, provisional part time, probationary, and Welfare Work Program employees must be laid off first, in this order. When it is necessary to layoff or abolish the job of a regular full time employee, the employee whose job is abolished or who is designated for layoff, shall have the right to bump into a position held by any other employee with less seniority in the same classification. The employee shall also have the right to bump into a position held by any other employee with less seniority in a lower classification provided that the employee can perform the work and has been determined qualified. Any employee who is bumped out of his/her position due to this layoff procedure shall also have the right to exercise this bumping procedure. Ultimately, the least senior bargaining unit employee shall be laid off.

It shall be the option of the employee only as to whether he/she will exercise seniority rights to bump into a lower classification or to take layoff. Prior to layoff, the Employer shall meet to discuss the layoff and the reason thereof with the Union.

Regular full time employees shall be given a minimum of two (2) weeks advance written notice of the layoff indicating the circumstances which made the layoff necessary.

In the event an employee is laid off, he/she shall have the option to receive payment for earned but unused vacation and unpaid overtime.

The Employer shall notify the Union immediately upon determination that layoffs are necessary, but no later than thirty (30) days prior to any planned layoff. The Employer and the Union agree to meet and discuss in which classification(s) and layoff(s) will occur and the number of employees to be laid off. The Employer and the Union agree to discuss other alternatives to avoid actual layoff whenever possible.

Section 2

Laid off employees shall be placed on a recall list in order of seniority with the most senior employees first. Employees shall be recalled when work and/or funds again become available as determined by the Employer. Employees shall be given fourteen (14) calendar days' notice of recall and notice sent to the employee by registered mail with a copy sent to the Union. An employee who is next on the recall list shall be eligible to take an opening in a position in the same or lower classification. If an employee accepts an opening in a lower classification, he/she shall have the right to claim his/her original classification in the event it becomes available in one (1) year. An Employee on the recall list may turn down an opening in a lower classification. If an employee turns down any opening in his/her classification, they shall be removed from the list. An Employee shall remain on a recall list for a period of 24 months and shall not lose seniority accrued prior to the lay-off date. No new employees shall be hired to displace the laid off bargaining unit employees by classification. Non-bargaining unit employees cannot bump into the bargaining unit.

ARTICLE 9
SUBCONTRACTING/PART TIME EMPLOYEES

Section 1

- A. The Employer agrees that outside, temporary or part time employee(s) will not be hired which would result in layoff affecting the bargaining unit.
- B. The Employer further agrees that bargaining unit employees shall not be laid off as a result of subcontracting out work or services of the bargaining unit.
- C. Summer help may only perform Laborer I duties.
- D. Up to two (2) Seasonal employees may be hired for each season (Summer and Ice/Snow Season). Summer Seasonal Employees may perform Laborer 1A through Laborer 1C duties and roadside mowing, including the use of tractors. Ice/Snow Seasonal Employees may perform Laborer 1A through 1C and Operator 2 duties. Ice/Snow Seasonal Employees must hold a CDL.

Seasonal employees can only perform work that does not eliminate overtime opportunities of Bargaining Unit employees.

ARTICLE 10
HOURS OF WORK/OVERTIME

Section 1

- A. Except as provided in D. below the work week for all employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days.
- B. Except as provided in D. below during non-daylight savings time, the normal workday shall begin at 7:30 am and end at 4:00 p.m. There shall be a one-half (2) hour lunch period each day. One (1) fifteen (15) minute rest break in the first four (4) hours, which shall be taken on the job site, as determined by the supervisor.
- C. Except as provided in D. below during daylight savings time, the normal work day shall begin at 7:30 am and end at 3:30 p.m. There shall be a one-half (2) hour lunch period each day and one (1) fifteen minute (15) rest break in the first four (4) hours, both which shall be taken on the job site, as determined by the supervisor.
- D. **Beginning the third Monday in May and continuing through the second Thursday in September**, there shall be a ten (10) hour work day from 6:30 am to 4:30 pm Monday through Thursday. There shall be a one-half (1/2) hour lunch period each of these days and one (1) fifteen (15) minute rest period in the first four (4) hours, and one (1) fifteen (15) minute rest period in the latter four (4) hours both of which shall be taken on the job site as determined by the Supervisor. This ten (10) hour work day shall be considered as a normal work day, except as stipulated herein, thus all other terms and conditions of

Article 10 or this contract apply. **The start and end dates of the ten (10) hour work period may be changed through labor management agreement. However, the duration of the ten (10) hour work day period shall be seventeen (17) weeks.**

Section 2

OVERTIME PAY SHALL BE AS FOLLOWS:

- A. All work outside the normal work day shall be overtime and compensated at time and one-half (1-1/2) the regular rate provided such employees are in an active pay status for forty (40) hours during said week.
- B. Saturday work shall be compensated at time and one half (1-1/2) the regular rate of pay, provided such employees are in an active pay status for forty (40) hours during said week.
- C. Sunday and holiday work shall be compensated at the rate of double (2) times the regular rate of pay for such employee(s) that are in an active pay status of forty (40) hours during said week. In addition, employees who work on a holiday shall receive their regular eight (8) hour of holiday pay beyond the rate of double time for said work.

Section 3

- A. In the event an equipment operator is not operating a piece of equipment constantly, same will assist with work at the job site when requested by his supervisor. However, said assisting other employees shall not displace priority job duties of other employees, or priority job duties of the equipment operators.
- B. The Road Superintendent, or his designee, shall be responsible for determining the number of personnel to be called for ice and snow control.
- C. The parties agree that classifications other than operators may if qualified operate a truck in the case of an emergency. These employees classifications shall be compensated at the higher of his rate or the rate of the job performed for all time worked out of classification.

Section 4

- A. Employees may be required to work out of classification unless such work would present a safety or health threat.
- B. Employees working in a higher classification shall initial the road report daily.
- C. Employees working in a lower classification shall be selected to do so by reverse seniority.
- D. All employees required to work in a higher classification shall be compensated in accordance with the proper pay rate. This shall be in a minimum of half day increments.

Section 5

Transportation will normally be furnished to the work site and back to the Lucas County Road Maintenance Department.

Section 6

No one shall be a member of a specific crew and will work with any crew assigned. This will not infringe upon an employee's right to work his/her bid position when work is available.

Section 7

- A. Overtime shall be offered by seniority within classification.
- B. Overtime may be refused in which case it shall be offered to the next senior employee.
- C. Overtime must be accepted by the least senior employee available.
- D. Any employee who is requested to work overtime prior to but contiguous to the start of his shift, shall be paid at the proper overtime rate per Section 2 herein.
- E. Employees called in or back to work not contiguous to their regular work day or shift shall receive three (3) hours in call-in pay at their proper rate per Section 2 herein.
- F. Employees called in to work prior to their regular shift shall receive a minimum of three (3) hours in accordance with section (2) herein, except for scheduled overtime.
- G. The Employer agrees that emergency overtime shall have the proper full crew as determined by the Road Superintendent on each emergency assignment and that the Superintendent or Supervisor shall not displace and/or perform work duties of the regular employees on the overtime roster that normally performs the duties required during said emergency call out crews, unless contacts on the roster have been exhausted.
- H. Employees who accept overtime before or following their regular eight (8) hour shift shall be granted reasonable amounts of time to obtain hot meals and/or work breaks in four (4) hour increments.
- I. The parties recognize that there may be occasions in which it is more practical to retain the employee performing the work rather than to offer the work to another employee. One (1) hour minimum of overtime shall be guaranteed in these cases.
- J. For ice and snow conditions, all operators will be combined by seniority, and after exhausting the operator pool, the laborers will then be pooled and utilized by seniority.
- K. A Satisfactory contact for overtime call out shall include a no answer, an answering machine, a beeper, and a message left with a third party.
- L. Crew Leaders: The employer may appoint a crew leader. The crew leader will be assigned to the most senior qualified employee on that particular assignment. Any senior qualified employee who holds a bid specific to that crew will be assigned as the

crew leader regardless of a more senior person that is available. The crew leader will perform his or her assigned bid. They will provide leadership, make routine decisions involving the crew in the absence of a Supervisor at the job site, and will report accomplishments made by the crew to the foreman at the end of the day. The crew leader will be compensated at the rate of \$1.50 per hour above the mechanic bargaining unit base rate.

- M. The Employer may appoint an Acting Foreman. The Acting Foreman will be assigned to the most senior qualified employee for that particular assignment. The Acting Foreman must complete all tasks that a Road Foreman performs including, but not limited to, the Daily Crew Worksheet, reading plans, and/or using the Transit or Level. Any senior qualified employee who holds a bid specific to that crew will be assigned as the Acting Foreman regardless of whether a more senior person is available. The Acting Foreman will also make routine decisions and provide leadership to the crew to which he/she is assigned. The Acting Foreman may perform his/her bid if necessary. The Acting Foreman will report directly to the Road Superintendent or the Assistant Road Superintendent at the end of the work day. The Acting Foreman shall be compensated at the same rate of pay as a Road Foreman.

ARTICLE 11 HEALTH AND SAFETY

Section 1

The Employer will attempt to furnish tools, vehicles, and a place of employment which is free from hazards or physical conditions which could cause or are likely to cause injury or death to the employee.

Section 2

Adequate first aid equipment shall be provided by the Employer on the supervisor's equipment and in the buildings, and the Employer shall also provide and maintain a pool of protective gloves, decibel ear plugs, ear muffs, face shields, safety vests, boots and hard hats necessary to carry out their duties as not normally provided.

Section 3

- A. The Union may designate one of its members as a Safety Chairman and one Union official, who together with the Road Maintenance Superintendent shall jointly share the responsibility of promoting a Safety Program. If an employee believes that his working conditions are unsafe, or that an unsafe condition exists, he shall be entitled to file a grievance.
- B. No piece of equipment shall be operated, or leave the garage, which is not in safe operating condition. Equipment which is believed to be unsafe by the assigned employee who is assigned to such equipment shall not be operated unless it is checked out and approved by the Road Superintendent or his designee after discussion with the Union Safety Official.

Section 4

The Employer agrees to reimburse employees for the damaged portion of prescription glasses broken in the course of their employment so long as such breakage is not occasioned by the negligence of the employee, as determined by the Road Superintendent. The parties agree that this section, per law is in the purview of the County Engineer.

ARTICLE 12 SICK LEAVE PROCEDURE

Section 1

- A. Current Employees: Sick leave shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours "in active pay status" and shall be cumulative without limit. An employee with ten (10) or more years of service may elect to be paid in cash for one third (1/3) of the value of his/her accrued but unused sick leave credit at the time of his/her retirement or death (for estate or beneficiary). Payment for sick leave of this basis shall be considered to eliminate all sick leave accrued at that time.
- B. New Employees hired after 5/16/05 will have conversion of sick leave rights capped up to (320) three hundred twenty hours or (40) forty days. The earning of sick leave shall be the same as referenced in paragraph A above.
- C. An Employee may cash out up to forty (40) hours of Sick Leave per year with one hundred twenty (120) hour accumulated and be made OPERS Applicable when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS
- D. **For one instance in an Employee's career**, one hundred twenty hours of sick leave payout will be made PERS applicable, when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS. If the employee is receiving less than one hundred twenty (120) hours the amount paid out will be PERS Applicable, when OPERS accepts the Employer's annual written conversion plan and finds these payment to be eligible under the rules of OPERS.

Section 2

- A. Employees will be given a count of their sick leave balance, usage, and accumulation upon reasonable request.

Section 3

- A. Sick leave may be used only for absence due to illness (including injury) of the employee himself, a member of his immediate family, or exposure to contagious disease which could be communicated to other employees.
- B. Employees who have a death in the immediate family, or other relative living in the same household, will be granted three (3) days paid funeral leave and two (2) days sick leave, for a total of up to five (5) days.

- C. The immediate family shall be considered as: grandparents, grandparents-in-law, great grandparent, brother, sister, step-sibling, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, significant other (living at same residence), step-child, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis). One (1) paid funeral day will be granted to attend the funeral of any other relative, a two (2) day sick leave will be granted if needed. Documentation, such as an obituary, or “in memory of” card from the Funeral Home, shall be required for Bereavement Leave.
- D. The employee is subject to disciplinary action if excessive use of sick leave or abuse of sick leave can be shown.

Section 4

- A. In the event that anyone calls in for sick leave, Management will have the right to physically check and call on the alleged sick person. Checks may be random and management will not be required to check on all persons off on sick leave that particular day.
- B.
 - 1. For each use of sick leave, the employee will be required to fill out the "Application for Use of Sick Leave" form furnished by the Road Maintenance Department.
 - 2. Upon return back to work after an illness of five (5) days or longer, and employee is required to furnish a Doctor's Certificate.
 - 3. Employees who fail to comply with sick leave rules and regulations shall not be paid.
 - 4. Falsification of the written signed statement shall be grounds for **discipline, up to and including dismissal.**
- C. The employee, while on sick leave, for himself or his family must notify his supervisor under agreed present practices. When claiming sick leave, an employee will normally remain at home caring for himself or his family illness (s) unless away receiving medical attention, such as in a hospital, at a doctor's office or at a pharmacy, and/or store, and be able to document the absence from his home.

Section 5

The County Engineer shall also have the right to require a physical examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. The cost of the examination shall be paid by the appointing authority.

Section 6

Sick leave shall be charged in minimum units of one-quarter (1/4) hour. A member shall only be charged for time actually used.

Section 7

For each consecutive four (4) bi-weekly pay periods in which an employee has used no sick leave except for approved funeral leave the employee shall be granted four (4) hours bonus leave with pay. Such bonus leave may be used for any personal purpose of the employee, provided the employee has scheduled this leave with prior approval of the supervisor. The employee must use bonus leave within the (12) twelve month period for which it was earned or that leave will be canceled.

ARTICLE 13 LEAVES OF ABSENCES

Section 1

The parties agree that employees may utilize parental leave in accordance with the Family and Medical Leave Act (FMLA).

Section 2

Medical or Disability Leave: When a reasonable belief exists as to the employee's ability to perform his duties, the employer may require an employee to take an examination by a qualified licensed practitioner to determine the employee's physical or mental capacity to perform the essential functions of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or disability leave without pay for a period of one (1) year.

If the employee disagrees with said determination, he/she may be examined by a qualified licensed practitioner of his/her choice at their expense. If the two reports conflict, a third opinion shall be rendered by a neutral licensed practitioner agreed to by both parties' physicians. The neutral licensed practitioner's decision shall not be appealable via the grievance procedures. The cost of the neutral practitioner shall be borne by the employer.

Leave under the provisions of this section shall continue for a period of one (1) year (which period includes time spent in any leave status, paid or unpaid) unless the employee is certified as being able to return to work by a licensed practitioner. The employer retains the right for the employee to be examined by a practitioner of their own choosing prior to returning to work. In an employee refuses to go on an unpaid leave or disability leave, the employer may place the employee on an unpaid leave or disability leave. If the employee is not able to return to work by the end of that one (1) year period, he/she shall be deemed permanently separated from employment.

Section 3

Funeral Leave and Pay: The Employer agrees to give two Union employees two (2) hours funeral leave with pay to attend and participate in the funeral of a deceased retired employee that had worked within their department.

The Employer agrees to give employees eight (8) hours funeral leave with pay to attend and participate in the funeral of a fellow employee killed in the scope of their employment.

Section 4

Jury Leave: Any employee who is subpoenaed or otherwise required to serve upon a jury of any court or judicial tribunal, or who is required to attend court as a witness for the Employer in any proceeding shall be paid his regular rate of pay during such period. The employee shall remit to the County Treasurer whatever sum is paid as compensation by the tribunal or court for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive the pay for same.

Section 5

Military Leave and Pay: Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

The Employer agrees to entitle all employees to the provisions of the Ohio Revised Code Sections 5903.02, 5903.03, 5903.04, and 5903.05 respectively.

Section 6

Employees shall retain all seniority rights with the Employer while on leaves of absences under this Article and Contract. However, employees on a Personal Leave and or Military Leave shall not be permitted to exercise their seniority rights until two (2) weeks before they return from leave.

Section 7

Union Delegate Leave: Duly elected Union delegates or alternates to the annual conventions of the Union Council and Biennial Conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed (10) days for each such convention. The number of employees shall be limited to three (3) for any one such convention. The Union shall notify the Employer three (3) days prior to said conventions of the employees attending same.

Section 8

Employees selected by the Employer to attend work-related classes or training shall not lose time or pay for attending such classes. The Employer reserves the right to determine subject matters, number and identity of employees attending. The Employer shall equalize said training within reason to all employees, and shall not be arbitrary nor capricious in same.

Section 9

A. Upon applications to the County Engineer in writing by an employee, a leave of absence may be granted subject to the following conditions:

1. No leave of absence shall exceed six (6) months except in the case of severe illness. In all such requests, the Union shall be consulted and provided with all pertinent information. For leaves of absence, other than medical or disability, the union shall be notified and provided with all pertinent information. For medical or disability leaves of absence, the Union shall only be notified that a leave was requested.

2. A leave of absence for illness or injury may be canceled if the employee performs other work which requires physical effort similar to that required to perform his job in the Lucas County Road Maintenance Department.

3. Leave of absence for other employment in private industry shall in no case exceed thirty (30) days, and shall not be renewable.

4. Upon request, any employee on leave of absence may be re-instated before such leave of absence has expired. Prior to return to work the employee shall provide a medical release documenting the employee's ability to return to work.

5. Conditional leaves of absence in excess of thirty (30) days may be granted, but upon reinstatement, seniority shall be computed for the date of such reinstatement. If an employee leaves the service of the Lucas County Road Maintenance Department and does not comply with one of the above provisions, he automatically loses his seniority rights, and if re-employed, he will be regarded as a new employee.

Section 10

A. Employees shall have the option of utilization of their earned sick leave, compensatory time, and/or vacation; or Workman's Compensation Benefits when on leave due to work related injury.

B. Employees who may be injured during the course of their work day shall be paid a minimum of eight (8) hours pay if they seek medical attention. The attending physician/medical professional at the facility that provided care for the injured employee shall determine whether the employee can return to the job or not as documented on the appropriate forms.

Section 11

Employees at their option may retain up to and including forty (40) hours on the books for whatever reason whatsoever, in regards to any or all leaves including any transitional situations.

ARTICLE 14 MANAGEMENT RIGHTS

Section 1

The Union shall recognize the right and authority of the County Engineer or his designee to administer the business of The Office of the County Engineer, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize the County Engineer has and will retain the full right and responsibility to direct the operations of his office, to promulgate fair rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

A. To manage and direct his employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;

B. To manage and determine the location, type and number of physical facilities,

equipment, programs and the work to be performed, including implementation of necessary action in emergency situations;

- C. To determine budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet the purposes;
- D. To determine the size and composition of the work force and the organizational structure of the County Engineer function, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, including overtime, work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, pursuant to law and the acceptable standards of quality and performance to be maintained;

Section 2

- A. The Union recognizes and accepts that all rights and responsibilities of the County Engineer not specifically modified by the Agreement or ensuing agreements shall remain the function and exclusive right of the County Engineer.
- B. The application of this Article, by the Employer, shall be in accordance with all the provisions of this agreement.

ARTICLE 15 VACATION

Section 1

- A. After an employee **without applicable public service** has worked one full year, he/she shall be credited on their anniversary date, eighty (80) hours of vacation leave with pay.
- B. On May 15th of each year, the employee will be credited with their full years' vacation time, per schedule 1-C below. The years of service will be determined by the number of years each employee would reach in the upcoming year, prior to the next 5-15 posting period. Example: on 5-15-98, an employee has 13 years of service, but before 5-15-99, 14 years of service would be reached. This employee would be credited on 5-15-98 with the 14 yr. level of 160 hrs. This is for determining vacation time credit only.
- C. Employees will be entitled to vacation time per the following schedule:
 - 1 - 6 years of service = 80 hrs. per year
 - 7 - 13 years of service = 120 hrs. per year
 - 14 - 21 years of service = 160 hrs. per year

22 years of service **and up** = 200 hrs. per year

- D. If an employee retires, separates from service or is in a non pay status and has received their full year credit, the employer will then deduct, on a proper pro-rated amount, the vacation time they were credited in advance, based upon the remaining period of time to the next May 15th posting period. Example: Employee on 5-15-98 is credited with 160 hrs vacation time. After working 11 months, employee retires on 4-15-99. Said employee would then have deducted a pro-rated amount equal to 1 month's vacation time from their pay. The non pay status would not apply to an employee on workers compensation.
- E. **Service for the purposes of accruing vacation leave shall include all time worked with the Lucas County Engineer's Office and all time worked with a prior public employer as long as contributions were made on behalf of the public employee to any Ohio based public employee retirement system. Employees hired with applicable public service shall be credited a pro rata share of vacation leave based on the remaining time to the next May 15th posting period based on the amount of time of prior service.**

Section 2

- A. An employee may accumulate up to three (3) years of vacation time based on the employee's anniversary date.

Section 3

- A. All vacation, bonus, and comp days are to be arranged **at least 24 hours in advance and shall be approved by the Road Maintenance Superintendent or his designee.** Calling in early in the morning for vacation, **bonus or comp days**, except in emergency will not be allowed. The employee is required to call **one-half (1/2) hour prior to start time** each work day if he/she intends to use sick and/or mentoring bonus time.
- B. **Block (40 hours or more) vacation, bonus, and comp leave** will be scheduled by the Road Maintenance Superintendent, **based on operational needs.** In order to arrange such schedule, each employee shall notify the Superintendent, in writing, of his preference for **block vacation, bonus, and comp** leave time. In cases of conflict, the determining factor shall be seniority of service. **Block vacation, bonus, or comp leave** approved for employees prior to May 1st of each year cannot be bumped by a more senior employee if the Superintendent determines that too many employees away will negatively affect operational productivity and efficiency.

In situations that do not present a scheduling conflict for the employer, an employee may request vacation, bonus, and comp leave, with the amount of advanced notification being equal to the amount of leave the employee wishes to take. Such advanced notification may be waived at the discretion of the employer or a designated representative.

- C. The Employer agrees that an employee that has the maximum of three (3) years vacation accumulated shall not be denied the opportunity to use his vacation.
- D. To the extent practical and consistent with scheduling needs, the employees may take their vacation, or part thereof, in increments of at least one-half (1/2) days. Quarter hour (1/4) increments may be used for unscheduled vacation approved by the Road Superintendent or his designee.

Section 4

- A. Employees may elect annually to convert up to and including (40) hours of their earned vacation, and be PERS applicable, when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS.
- B. An employee may cash out up to one hundred twenty (120) hours of vacation time in three (3) separate years during his employment with the Lucas County Engineer. Cash out of these three years will be PERS applicable when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS. If the third year is the last year of employment, up to one years accrual can be cashed out and be PERS applicable when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS.

ARTICLE 16
HOLIDAYS

Section 1

- A. Full-time hourly paid employees shall be entitled to eight (8) hours holiday pay for the following days:

New Year's Day
 Martin Luther King Day
 Presidents Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 The Day after Thanksgiving
 Christmas Eve
 Christmas Day
 New Year's Eve

- B. If any of these holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. If any of these holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. If it becomes necessary to work on these weekends, compensation for times worked on Friday and Monday shall be in accordance to pay for holidays. Compensation for time worked on Saturday and Sunday shall be in accordance with normal Saturday or Sunday overtime pay.

- C. If the Lucas County Commissioners grant any new future full paid holidays the Engineer's Office will grant them as well.

Section 2

Employees who work on a holiday shall receive double time per Article 10, Hours of Work/Overtime, in addition to the eight (8) hours of holiday pay herein.

Section 3

- A. Acknowledging the increased value an employee has in regards to the ability to teach and mentor younger and newly hired employees; the increased ability to operator light and heavy equipment; the specialized training and skill levels accumulated thru the years of employment with the Lucas County Engineer all employees covered by this contract will be rewarded with a 2 hour mentoring bonus per year of employment or eight (8) hours which ever is greater. The employee will be able to use this time in quarter (1/4) hour increments and will be credited on May 15th of each year.
- B. Employees hired after May 15, 2011 will earn 2 hours of mentoring bonus time per year of service employment or 8 hours whichever is greater, but not more than 24 hours per year.

Section 4

- A. There is no overtime for the mentoring bonus, it cannot be carried over as compensatory time and the employee must use this time within the one year posting period.
- B. Any Employee may cash out up to one years' accrual of mentoring bonus time **annually**. These cash outs will be PERS applicable when OPERS accepts the Employer's annual written conversion plan and finds these payments to be eligible under the rules of OPERS.

ARTICLE 17
INSURANCE

Section 1

The Employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s) and prescription drug plans as for all employees as are provided for by the Lucas County Commissioners. The parties agree to a re-opener on this Article during the late fall of each year if either party requests said re-opener through Cost Containment Negotiations.

Section 2

In the event the County Commissioners expands the insurance coverage for optical for other employees of Lucas County, the County Engineer shall grant the coverage to the employees of the bargaining unit herein as is granted to other County employees through the Lucas County Board of Commissioners.

ARTICLE 18
CONFORMITY WITH LAW/SEVERABILITY

Section 1

It is the intention of the Parties that this Agreement comply with all applicable laws and rules and regulations promulgated pursuant thereto.

Section 2

- A. Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision, such determination shall not affect the remainder of this Agreement. Upon notice of the other party that a portion of this Agreement been severed, the parties agree to meet promptly for renegotiation of said severed portion hereof.

- B. The parties shall implement any new law or provisions which are required thereof as soon as the Parties can secure same in negotiations.

Section 3

The Parties to this Collective Bargaining Agreement agree, without any ambiguity that all articles of this Agreement supercede and control over state law and regulation(s) on the same subject matter and specifically including Ohio Revised Code 4117 subjects. It is the Parties intent that the Collective Bargaining Agreement, not state law or regulation(s), shall be determined on any matter covered by this Agreement, unless specifically stated otherwise.

ARTICLE 19
REVIEW OF PERSONNEL FOLDER

Section 1

Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request. If a member upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, he will file a request to have said inaccuracies removed from his or her file. If upon investigation, the employer sustains such allegation, they shall remove and destroy material in the presence of the employee.

Section 2

Supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Laws.

Section 3

The Union will in no way hinder or interfere with any State or Federal regulations regarding any employee's folder. However, the Union may view an employee's personnel folder upon a written authorization from said employee, authorizing the viewing of the same.

Section 4

In the event there is a dispute, a grievance may be filed.

ARTICLE 20
LIABILITY INSURANCE

Section 1

Employees of the bargaining unit shall be held harmless against any claims or otherwise regarding any “liability” subject to Ohio Revised Code Chapter 2744.

Section 2

The County Engineer will maintain participation in the risk management pool maintained by the Board of Lucas County Commissioners.

ARTICLE 21
MISCELLANEOUS

Section 1

Employees shall be entitled to no less than ten (10) minutes cleanup time prior to the end of the work shift.

Section 2

The parties, realizing their responsibilities of improving employee morale and conducting good labor relations between the parties, shall encourage all employees to conduct themselves in good manners in this relationship.

Section 3

The Parties agree and recognize that the Employer has the right to establish reasonable work rules. However, the work rules shall not be inconsistent with specific terms of this contract, and they shall not be applied in a discriminatory way or arbitrary and capricious manner. The Union shall be provided copies of new or amended work rules not less than five (5) days before implementation.

Section 4

- A. The Employer will provide mechanics with a fresh change of pants and shirt each day. Tools that are broken and not covered under the mechanics own replacement coverage will be replaced by the Employer.
- B. The employer will maintain a supply of disposable uniforms for the paint, asphalt, and crack seal crews and a supply of rain suits.

Section 5

The Parties shall handle and expedite workers compensation claims in a timely fashion. The Parties agree that a local union representative that is serving in a witness function in any particular workers compensation claim case shall do so without loss of wages or benefits.

Section 6

The employer will reimburse the employee for the cost of renewing a Commercial Driver License. (CDL)

ARTICLE 22
COMPENSATORY TIME OR PAY

Section 1

- A. The parties agree that the election of the use of Compensatory Time or Pay shall be by the individual employee. Said individual employee shall inform their Supervisor when electing to take compensatory time in lieu of pay. This shall be indicated on the daily work sheet and the employee shall initial the daily report next to their name.
- B. Compensatory Time off with pay, as well as holidays, vacation, and other time off to which such person is entitled as a matter of rights (or with law) with pay shall continue under virtue of this contract and proper laws.
- C. With advance notice (at least one pay period) an employee may elect to take pay in lieu of compensatory time off for any overtime worked (Article 10) at the appropriate rate. For example, four (4) hours worked on a Saturday would be equal to six (6) hour pay compensatory time. The maximum hours of compensatory time in an employee's bank will be **240** hours.
- M. Comp time must be scheduled off in advance and may be used in quarter hour (1/4) increments.

ARTICLE 23
TRAVEL ALLOWANCE

Section 1

- A. For whatever reason, an employee is requested and/or required to use his personal vehicle for job related functions, said employee shall receive the appropriate I.R.S. Standard.
- B. Forms shall be provided for the adequate reporting of mileage under this section and must be prepared by the employee and submitted weekly.

ARTICLE 24
BARGAINING UNIT WORK

Section 1

- A. The employer shall not cause any work which is normally performed by a bargaining unit employee to be performed by a non-bargaining unit employee except as provided in Section B of this Article.
- B. The exceptions referred to in Section 1-A of this Article are as follows:
 - 1. In an emergency, an on call supervisor may repair stop lights, stop and stop-ahead signs, and emergency repair of existing barricades.
 - 2. The instruction or training of employees including demonstrating the proper method to accomplish the task assigned.
 - 3. Extraordinary emergencies. The parties recognize that emergencies are a fact of life in this

operation and they intend this exception to apply to only those emergencies which are not encountered under normal working conditions.

4. The absence of employees who are scheduled to work. This exception will only apply until a bargaining unit employee can be called to report and/or does report to work.

Section 2

It is not the intent of this Article to deprive any bargaining unit employee (or potential bargaining unit employee) of any overtime work.

ARTICLE 25 SEVERANCE PAY

Section 1

The Parties agree that employees who terminate their employment for any reason shall be paid for all compensation due them under the terms of this Agreement and the laws of the State of Ohio.

ARTICLE 26 MODIFICATIONS/REVISIONS

Section 1

This Agreement may be amended or modified in writing at any time by mutual consent of the parties to this Agreement.

ARTICLE 27 NO STRIKE NO LOCKOUT

Section 1

The Employer agrees that its representatives, supervisors and agents hereby agree not to lockout bargaining unit employees for the life of this Agreement.

Section 2

The Union hereby agrees that its representatives, agents, officers and members hereby agree not to strike for the life of this Agreement.

ARTICLE 28 FAIR SHARE FEE

Section 1

Per the U.S. Supreme Court decision *Janus v. AFSCME*, the provisions outlined in paragraphs A through E are void. If through a judicial or legislative action at the State or Federal level, fair share fees are reinstated, the parties agree that all provisions outlined in paragraphs A through E will be reactivated.

- A. All employees in the bargaining unit who are not members in good standing of the Union shall pay a fair share fee to the Union on or after the sixtieth (60) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

- B. The fair share fee amount shall be certified to the Employer by the Treasurer of the Union.
- C. The fair share amount shall only represent the cost of representation, i.e., the cost of negotiating and administrating the contract and in no event shall be greater than normal dues.
- D. The Employer shall remit to the Union the monies withheld as fair share fees in the same manner as regular dues deductions.
- E. The Union shall hold the Employer harmless and indemnify the Employer from any actions as a result of the Employer's compliance with this Article.

ARTICLE 29
PAY RATES/CLASSIFICATIONS

Section 1

Effective May 15th, 2020 all hourly employees covered by this agreement will receive a one percent (1%) increase in their current base rate for year one of this agreement (i.e. May 15th, 2020 through May 14st, 2021). All hourly employees covered by this agreement will also receive a \$1,000 lump sum payment.

Effective May 15th, 2021 there shall be a wage reopener for all hourly employees covered by this agreement for year two of this agreement (i.e. May 15th, 2021 through May 14st, 2022).

Effective May 15th, 2022 there shall be a wage reopener for all hourly employees covered by this agreement for year three of this agreement (i.e. May 15th, 2022 through May 14st, 2023).

Section 2

Hired Before 5/15/2011	2020	2021 Subject to Wage reopener	2022 Subject to Wage Reopener
Laborer 1C <u>(0-150 days)</u>	\$21.44	\$21.44	\$21.44
Laborer 1B <u>(151-730 days)</u>	\$24.30	\$24.30	\$24.30
Laborer 1A (after 731 days)	\$26.42	\$26.42	\$26.42
Laborer 2	\$27.10	\$27.10	\$27.10
Laborer 3	\$27.52	\$27.52	\$27.52
Stock/Service Technician	\$27.52	\$27.52	\$27.52
Laborer 3 Bottom Man	\$27.63	\$27.63	\$27.63
Equipment Operator 2	\$27.10	\$27.10	\$27.10
Equipment Operator 3	\$27.52	\$27.52	\$27.52
Equipment Operator 4	\$28.29	\$28.29	\$28.29
Mechanic	\$28.80	\$28.80	\$28.80
Survey Tech 2D (1-365 days)	\$25.70	\$25.70	\$25.70
Survey Tech 2C (366-730 days)	\$26.49	\$26.49	\$26.49
Survey Tech 2B (731-1036 days)	\$27.28	\$27.28	\$27.28
Survey Tech 2A (after 1037 days)	\$29.64	\$29.64	\$29.64
Survey Crew Chief	\$30.67	\$30.67	\$30.67

<u>Section 3</u>		2021	2022
Hired After 5/15/2011	2020	Subject to Wage reopener	Subject to Wage Reopener
Labor 1C <u>(0-150 days)</u>	\$19.30	\$19.30	\$19.30
Labor 1B <u>(151-730 days)</u>	\$21.88	\$21.88	\$21.88
Labor 1A (after 731 days)	\$23.78	\$23.78	\$23.78
Labor 2	\$24.39	\$24.39	\$24.39
Laborer 3	\$24.78	\$24.78	\$24.78
Stock/Service Technician	\$24.78	\$24.78	\$24.78
Laborer 3 Bottom Man	\$24.87	\$24.87	\$24.87
Equipment Operator 2	\$24.39	\$24.39	\$24.39
Equipment Operator 3	\$24.78	\$24.78	\$24.78
Equipment Operator 4	\$25.47	\$25.47	\$25.47
Mechanic	\$25.90	\$25.90	\$25.90
Survey Tech 2D (1-365 days)	\$23.13	\$23.13	\$23.13
Survey Tech 2C (366-730 days)	\$23.86	\$23.86	\$23.86
Survey Tech 2B (731-1036 days)	\$24.57	\$24.57	\$24.57
Survey Tech 2A (after 1037 days)	\$26.67	\$26.67	\$26.67
Survey Crew Chief	\$27.63	\$27.63	\$27.63

ARTICLE 30
LICENSE PAY

The Employer will pay for certification and re-certification for the following Automotive Service Excellence (A.S.E.) certifications that are obtained by those employee(s) only in the position of Mechanic.

License Pay will be applied to the employee's hourly rate of pay at one-half (.5%) per hour per A.S.E. certificate up to eight (8) certificates as noted below. License pay will be granted to the employee once certification is received.

The employee is responsible for maintaining the license with appropriate contact hours and/or renewals. Failure to maintain active certifications will result in forfeiture of license pay. License pay shall only be paid to those employee(s) in the position of Mechanic.

Automobile Tests

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electric/Electrical Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance
- A9 Light Vehicles Diesel Engines

Medium/Heavy Truck Tests

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Train
- T4 Brakes
- T5 Suspension and Steering
- T6 Electrical/Electrical Systems
- T7 Heating, Ventilation, and A/C
- T8 Preventative Maintenance and Inspection (PM)

The most senior qualified mechanic with a Master Certificate will act as the Lead Mechanic providing assistance to other mechanics. The Lead Mechanic will receive \$1.00 per hour additional for those duties. The employee will forfeit the \$1.00 per hour increase and the position if they fail to maintain the required Master Certificate.

ARTICLE 31
SUCCESSORS AND ASSIGNS

As a condition of any sale, transfer, or merger, the Employer will require the new Employer to extend an offer of recognition to the Union as the exclusive collective bargaining representative of the employees in the bargaining units. Nothing contained in this proposal would prohibit the new employer from recognizing the Union as the exclusive representative of bargaining units composed of additional classifications or work which may be created by the employer and which are not now part of the Unions' current bargaining unit.

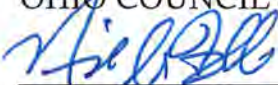
ARTICLE 32
DURATION/TERMINATION

Section I

This Agreement is effective 12:01 a.m. May 15, 2020 and shall remain in full force and effect until its expiration at midnight, May 14, 2023 and from year to year thereafter unless at least sixty (60) days prior to May 14, 2023, unless either the Union or the employer gives written notice of its desire to change or modify the same.

IN WITNESS WHEREOF, THE PARTIES THERETO HAVE EXECUTED THIS AGREEMENT AT TOLEDO, OHIO, LUCAS COUNTY, AS OF THIS 5th DAY OF May, 2020

FOR THE UNION
A.F.S.C.M.E., LOCAL 267
OHIO COUNCIL 8, AFL-CIO



Nick Tomasello, President




Todd Boatfield, Vice President



Eric Craft, Secretary Treasurer




Melvon Collins, Chief Steward



David L. Blyth, Staff Representative
AFSCME Ohio Council 8

FOR THE EMPLOYER
LUCAS COUNTY ENGINEER



Mike Pniewski, Lucas County Engineer

Current Agreements Between Union and Management

1. Pumps: Small pumps can be delivered and run by Laborer 1. Operator 2 can be held to run pump for first shift. Tractor pumps: delivered by Operator 3 and run by Operator 2. Operator 3 can be held for first shift.
2. End loader: Operator 2 may load own truck **within the Road Maintenance Yard**. All other times, **the end loader will be assigned to an Operator 3**.
3. On Call Supervisor emergency duties: repair stop lights, stop and stop-ahead signs, emergency repair of EXISTING BARRICADES.
4. Sign shop callout order if On Call Supervisor is unavailable: 1) Operator 2 sign truck. 2) Laborer 2 sign truck, **3) Remaining sign shop pool by classification and seniority** 4) Overall operator pool by classification.
5. Blacktop crew move-ups: If needed, laborer 2 finish raker may move up to laborer 3 **to operate the screed controller** and then move up senior laborer 1 to finish raker position, as determined by the foreman.
6. Bids: employee may bid a job requiring a higher CDL than they currently hold, but they must obtain the higher classification ASAP or before the end of the probationary period.
7. Rest off time during 12 hr. shifts: when working thru the night (lost sleep) employee must be off a minimum of 8 hrs., unless the call out is anticipated to be a minor 4 hr. or less callout for signs barricades, etc.
8. Employer agrees to utilize our equipment and workforce whenever possible instead of calling for wreckers, lowboys, etc.
9. Employees will be paid for any used time for any doctor appointment that is work related, but they must get permission before the appointment and provide documentation upon return.
10. When only one **Stock/Service Technician** position is filled and that person is off for the day, he will be replaced at the **Stock/Service Technician** rate of pay.
11. Call out guideline: 4-6 vehicles 1 **Stock/Service Technician** is called. 7 or more vehicles 2 mechanics and 1 **Stock/Service Technician** are called.

2. Stock/Service Technician - *The duties of the Stock/Service Technician can be filled by a Non Bargaining Unit employee at the Employer's direction.*
3. Retirees
4. Seasonal Employees (If Hired)
5. Non-Union Lucas County Engineer Employees
6. Lucas County Sanitary Engineer Bargaining Unit Employees

The use of Lucas County Sanitary Engineer Bargaining Unit Employees is contingent upon an agreement being reached between the Lucas County Engineer, the Lucas County Commissioners and the Lucas County Sanitary Engineer. This agreement would provide for Lucas County Sanitary Engineer Bargaining Unit Employees performing Ice/Snow control as listed in item #6 above and Lucas County Engineer Bargaining Unit Employees performing duties for the Lucas County Sanitary Engineer when needed as determined by the Lucas County Sanitary Engineer.


Lucas County Engineer Bargaining Unit Employees will provide Ice/Snow Control training as needed for items 4, 5, and 6.

13. If the Employer chooses to set up a noon shift for the next day, the Employees will be guaranteed eight (8) hours of pay if sent home at 4:00 pm. and 12 hours of pay for work beyond 4:00 pm.

FOR THE UNION
 A.F.S.C.M.E., LOCAL 267
 OHIO COUNCIL 8, AFL-CIO



 Nick Tomasello, President



 Todd Boatfield, Vice President



 Eric Craft, Secretary Treasurer

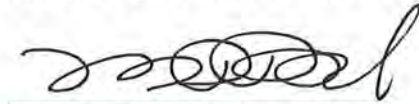


 Melvon Collins, Chief Steward



 David L. Blyth, Staff Representative
 AFSCME Ohio Council 8

FOR THE EMPLOYER
 LUCAS COUNTY ENGINEER

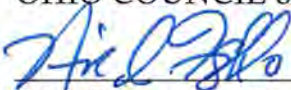


 Mike Pniewski, Lucas County Engineer

Memorandum of Understanding between and among
the Lucas County Engineer and
AFSCME Local 267, AFL-CIO and AFSCME Ohio Council 8

The parties agree that the past practice observed by the parties which allows employees to take authorized breaks while working overtime plowing snow shall continue for the duration of the Collective Bargaining Agreement which is in effect from May 15th, 2020 until midnight May 14th, 2023. The employee must notify the dispatcher when taking the authorized breaks.

FOR THE UNION
A.F.S.C.M.E., LOCAL 267
OHIO COUNCIL 8, AFL-CIO



Nick Tomasello, President



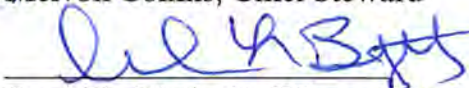
Todd Boatfield, Vice President



Eric Craft, Secretary Treasurer

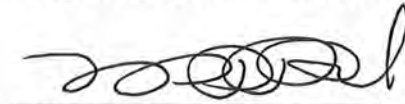


Melvon Collins, Chief Steward



David L. Blyth, Staff Representative
AFSCME Ohio Council 8

FOR THE EMPLOYER
LUCAS COUNTY ENGINEER



Mike Pniewski, Lucas County Engineer

Letter of Understanding

1. Ice and Snow Control Bonus

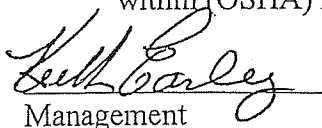
Employees will earn additional Ice and Snow Control Comp Time as follows:

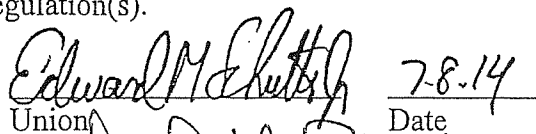
Ice/Snow Control Overtime Worked Each Season	Earned Comp Time
100 Hours	4 Hours
125 Hours	8 Hours
150 Hours	12 Hours
175 Hours	16 Hours
200 Hours	20 Hours
225 Hours	24 Hours
250 Hours	28 Hours
275 Hours	32 Hours
300 Hours	36 Hours

Employees may also convert this comp time to cash upon request.

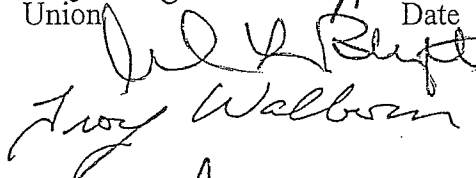
- If one of the two Laborer III Stock Specialist positions becomes vacated, it is management's intent to not fill that position. When one position does vacate, there will be training by seniority to insure that work will be completed during vacations and during snow and ice to insure that the position is filled for call outs of four (4) or more vehicles per shift.
- Management reserves the right to re-bid any future vacancies of the Carpenter and Laborer III Sign Maker Positions.
- The Parties agree to meet in LMC to negotiate any appropriate Policy changes as needed. All changes will be mutually agreed upon.
- The Parties will attempt to establish in the labor/management meetings during the term of this Contract to jointly establish a "Train-The-Trainer" program for participation in the AFSCME Train-The-Trainer Programs, of which various employee(s) will be trained as a Peer Trainer for purposes of training Public Employees in Ohio

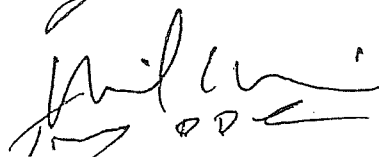
These Peer Trainer(s) will be trained to train other Public Employees regarding the subjects and issues within (OSHA) regulation(s) and the (P.E.R.R.A) regulation(s).


Management 7/8/14
Date


Union 7-8-14
Date







Side Letter

When and if the Lucas County Commissioners permit units to opt out of any insurance provisions of the Lucas County Plan, the parties will implement the AFSCME Care Plan provisions, of the Dental #2, Hearing Aid and Vision #2, at the most earliest date, not to exceed the existing rates of Dental, Vision and Hearing being paid into the Lucas County Plan.

For the Union:

For the Employer:

Del R Blythe
Edward M Schutt
Troy Walborn
Neil L...

Date: 7.8.14

T → DE

Keith Easter
Drew J. D. ...

Date: 7/8/14

