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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JACKSON COUNTY ENGINEER

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
AND AFSCME LOCAL 3413

January 1, 2021 to December 31, 2021

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ARTICLE 1 PREAMBLE

SECTION A. This document represents an Agreement between the Jackson County Engineer, hereinafter referred to as the Employer, and Ohio Council 8, American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, and Local 3413, AFSCME, AFLCIO, hereinafter referred to as the Union, for the purpose of establishing wages, hours, terms and other conditions of employment.

SECTION B. Both the Employer and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counter proposals, and demands. Neither party therefore has any duty to bargain further during the term of this Agreement, except only as may be specifically agreed to in another article of this Agreement, or in the case of the parties authorized representatives mutually agreeing in writing to do so. Therefore, all proposals, counter-proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

SECTION C. This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous agreements and commitments except any and all past practices not in conflict with this Agreement.

SECTION D. The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statutes of the State of Ohio and of federal law and regulations, and are therefore enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate

the remainder of the Agreement. The remainder of the Agreement shall remain in full force and effect for the term of the Agreement. In the event any clause, sentence, paragraph, or part of this Agreement, or the application thereof is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations upon an alternative clause, sentence, paragraph or part of the Agreement, or application thereof.

ARTICLE 2 RECOGNITION

SECTION A. The Employer recognizes the Union as the sole and exclusive representative for the following bargaining unit:

Included: All employees of the Jackson County Engineer including, Welder Mechanic II, Mechanic II, Equipment Operator, Highway Worker I, Highway Worker II, Highway Worker III, Highway Worker IV, Crew Supervisor and Janitor.

Excluded: All managerial, confidential, and supervisory employees, including Engineer, Superintendent, Assistant Superintendent, Maintenance Superintendent, Yard Clerk, Secretary, Surveyor, Computer Operator, Engineer Assistant and Clerk, Administrative Assistant, GIS Tax Map Technician.

ARTICLE 3 UNION SECURITY

SECTION A. Membership in the Union is available, but not mandatory, to any employee occupying classifications as determined by this Agreement to be appropriately within the bargaining unit, as set forth in Article 2, Recognition.

SECTION B. The Employer agrees to authorize the County Auditor to deduct Union membership dues, in the amount authorized by the Union, each pay period, from the pay of any employee eligible for membership, provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be

transmitted to Ohio Council 8 along with a list of employees for whom deductions are made within fifteen (15) days of the date the deduction was made.

SECTION C. The Employer shall be relieved from making any employee dues deduction upon:

1. Termination of employment;
2. Transfer to a job classification excluded from the bargaining unit;
3. Layoff from work;
4. Approved leave of absence without pay;
5. Employee having failed to make wages equal the amount of dues deduction.

SECTION D. The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement.

SECTION E. It is agreed that the Employer assumes no obligation financial, or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims arising from the provisions of this Article.

ARTICLE 4 UNION BUSINESS

SECTION A. The Employer agrees to recognize two stewards and one alternate for each steward. The stewards (or alternates) may represent the Union or Union members in matters set forth below. The Union agrees to notify the Employer in writing of the names of the stewards and alternates prior to their acting in such capacity.

SECTION B. The duties of the steward shall include:

1. Investigation and processing of grievances for employees, up to two (2) hours per week per steward. This time is non-cumulative.
2. Attending grievance hearings.
3. Attending other meetings as authorized by the Engineer and/or this Agreement.

SECTION C. The following rules shall apply to any employee Union representative conducting Union activities during working hours:

1. Unless otherwise authorized by the Engineer or his designee, the employee Union representative(s) shall confine his Union activities to the investigation and processing of grievances, and only upon advance approval of the Engineer, Superintendent, or Assistant Superintendent. Such approval shall not be unreasonably denied.
2. The Union representative may use a telephone for Union business during such time as defined in (1) above. Long distance charges will not be permitted.
3. The Union representative shall not leave his assigned work area to conduct Union business unless he has received approval by the Engineer or his designee.
4. The Union representative shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Engineer or his designee, to be held during regular duty hours, without loss of regular pay or benefits.
5. County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized in advance by the Engineer or his designee.
6. All time spent by the President of the Local and the stewards in Union activities shall be approved by the Engineer or his designee in advance and at no time shall such activities exceed the time which is reasonable and necessary for such activities.

SECTION D. The staff representative may be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement. The staff representative shall make his/her presence known to management immediately upon arrival on the premises of the Employer. Premises shall include the work sites of the employees during those parts of the workday in which the employee is on the Employer's time. The Union agrees that the number of accredited non-

employee staff representatives during any one visit to the premises of the Employer shall be limited to a maximum of two (2). The Union also agrees that no official of the Union (non-employee or employee) shall interfere, or disrupt the normal work duties of other employees without prior approval of the Engineer or the Superintendent to conduct Union business provided such approval shall not be unreasonably denied.

SECTION E. The Union shall have the right to distribute Union material and literature on the premises of the Employer provided that they do so during non-work time, and provided it is not done in such a manner as to interfere with the operational requirements of the Agency.

SECTION F. The Employer agrees to furnish bulletin boards in each building for use solely by the Union, to be placed in a mutually agreeable location for the posting of Union material and literature.

SECTION G. The Union agrees that any material or literature distributed, or material or literature posted, shall be limited to the following:

1. Union social and recreational affairs.
2. Notice of Union meetings, conferences, and conventions.
3. Notice of Union elections and appointments.
4. Results of Union elections of Union constitutional votes.
5. Reports of any non-political standing committees of the Union.
6. Union newsletters and informational leaflets.
7. Publications, rules, or policies of the Union.
8. Union internal - political notices and information.

SECTION H. The Union further agrees that any material or literature which does not meet the standards outlined in section G must have prior approval from the Engineer or designee. The Union also agrees that any material or literature containing the following shall not be distributed or posted:

1. Personal attacks upon any employee or official of the County;

2. Being of a nature that would discredit or be a disparagement to the image of the Jackson County **Engineer's Department**, its employees, or the County by being profane or obscene or derogatory to any persons or group of persons. Any material which does not comply with the above shall be removed or restricted by the Employer and will be given to the Local Union President.

SECTION I. The Employer acknowledges the right of the Union to make known to its members **the Union's endorsements for** candidates to political office through its publications and newsletters. However, due to the public nature of the premises of the employer, the Union agrees not to actively campaign for or against candidates for public office through postings, notices, handouts, or informational pickets on or adjacent to the Employer's **premises**.

ARTICLE 5 MANAGEMENT RIGHTS

SECTION A. The Engineer retains all constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy, including the sole right and authority to administer the business of the Department and other functions and responsibilities unless specifically modified by this Agreement.

SECTION B. The Union recognizes that the Engineer has and will retain the full right and responsibility to direct the operations of the Department in a manner consistent with applicable law; to promulgate reasonable rules and regulations not in conflict with this Agreement; and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or otherwise reasonably discipline for just cause, and to maintain discipline among employees.

2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.
3. **To determine the Department's goals, objectives,** programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
4. To determine the size and composition of the **workforce and the Department's** organizational structure based upon those items listed in Paragraph 3 above and the financial condition of the Department, including the right to layoff employees due to lack of work or lack of funds.
5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees.
6. To determine when a job vacancy exists, when and if such vacancy is to be filled, the duties to be included in all job descriptions, and the standards of quality and performance to be maintained.
7. To determine the necessity to schedule overtime and the amount required thereof.
8. To determine the Department budget and uses thereof.
9. To maintain the security of records and other pertinent information.
10. To determine and implement necessary actions in emergency situations affecting **the Engineer's** Department.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION A. A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this contract, or the rights, obligations, or liabilities under the contract of the parties covered herein. This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of review regarding the terms of this Agreement.

SECTION B. The parties agree that if an employee who has filed a grievance also files a complaint or appeal under the Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, or other federal administrative agency jurisdiction regarding the same incident or the same or similar allegation, that the grievance will be placed on hold at whatever grievance step it was at the time of the filing in the above referenced jurisdiction, and all timeliness will be extended until the matter is resolved or dismissed from the above referenced jurisdictions.

SECTION C. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. The Union may withdraw a grievance at any point by submitting a written statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be waived or extended upon the mutual written consent of both parties. Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement.

SECTION D. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome. A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance. Bargaining unit employees have the right to present grievances and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is permitted to be present at all grievance meetings, and is made aware of the answer or any

settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without Union representation shall be binding on the Union or on any other employee unless the Union is party to the agreement.

SECTION E. Prior to submitting a grievance to the first step of the grievance procedure, the employee shall first attempt to resolve the grievance informally through an oral discussion with the Superintendent or Assistant Superintendent, and one other management personnel, with or without Union representative, pursuant to Section D above.

SECTION F. The following steps shall be followed in processing a grievance:

STEP 1: The grievant shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance or ten (10) working days from the time the grievant reasonably should have become aware of the event(s) that gave rise to the grievance, to file the grievance with the Superintendent. Upon receipt of the grievance, a meeting shall be held between the grievant, the steward, and the Superintendent or Assistant Superintendent, and one other management personnel. The Superintendent shall provide a written response to the grievant and the steward within ten (10) working days of the meeting.

STEP 2: If the answer of the Superintendent is not satisfactory or is not timely, the grievant or Union may appeal the answer of the Superintendent to the Engineer within five (5) working days of the date the answer was received or should have been received. The grievance shall be considered at the meeting of the joint grievance committee, (which shall consist of the Local President, one (1) employee designee of the Union, and/or a staff representative), and the Engineer and/or his designated representatives. The meeting shall be scheduled by the Engineer not less than five (5) nor more than twenty (20) days after the initiating of Step 2 appeal. If the grievance is not settled at the step 2 meeting, the Engineer or his designee shall give a written answer to the Local President

and the employee within five (5) work days of the meeting.

STEP 3: If the grievance is not resolved at Step 2, the Union may refer the grievance to mediation by giving written notice and a request for a mediator to the Engineer and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within twenty work days of the date the answer was received at Step 2. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

STEP 4: If the grievance is not satisfactorily settled at Step 2, and was not processed through grievance mediation at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 2 answer, submit the grievance to arbitration. If the grievance was processed through grievance mediation and was not resolved, the Union, may, within thirty (30) calendar days after the date of the grievance mediation hearing, submit the grievance to arbitration. Upon notification to the Engineer of its intent to arbitrate the grievance, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall meet upon receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to one (1) list of Arbitrators before selecting an arbitrator. At least twenty-four (24) hours prior to the arbitration hearing, the parties agree to submit, in writing to the arbitrator, either a joint statement of the issue(s), or independent statements of the issue(s) being presented. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this agreement as they apply to the specific evidence and issues submitted and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in

any way the terms of this Agreement or applicable law;

2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement;
3. Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the Arbitrator resulting from any arbitration of grievance hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. The cost of the services of the Arbitrator shall be borne equally. However, each party is responsible for its own costs, transcript fees, or representation fees. The Arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration. The Arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

SECTION G. **If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from any other state, county or municipal agency, and shall not include the assumption an employee would have worked overtime during the period of separation from the Employer's payroll.**

SECTION H. All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employee(s). Provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

ARTICLE 7 SENIORITY

SECTION A. Seniority is defined as **an employee's uninterrupted length** of continuous service with the County Engineer in the bargaining unit.

An employee shall have no seniority during his initial probationary period as provided in this Agreement, but upon completion of the initial probationary period seniority shall be retroactive the most recent date of hire in the bargaining unit.

SECTION B. Resignation, removal for just cause, and retirement shall constitute a break in service. Failure to return to work from a layoff or disability leave or disability separation within the specified time limits shall also constitute a break in service.

SECTION C. A seniority list will be posted annually. The Employer shall update the seniority list as it is warranted by personnel changes and actions.

ARTICLE 8 VACANCIES AND POSTINGS

SECTION A. The Employer reserves the right to make the determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled. Whenever the Employer determines that he wishes to fill said vacant position, or create a new position pursuant to Article 13 of this Agreement he shall post notice of such for a period of five (5) working days, including the date it was first posted. The notice shall be posted on a bulletin board in the garage, and shall contain the following information:

- a. Job title;
- b. Minimum qualifications;
- c. Rate of pay;
- d. Brief summary of duties.

Employees who wish to be considered for the posted position must file a written application with the Employer. There will be no requirements on the Employer to consider applications filed after the posting period.

SECTION B.

1. All applicants must meet minimum job qualifications as established in the classification specifications adopted by the Employer.
2. In considering applicants for vacant positions, the Employer shall consider the following criteria, with the final determination of qualification and ability being at the discretion of the Employer:
 - a. Work history;
 - b. Record of attendance;
 - c. Physical fitness;
 - d. Training and experience.
3. **Employees' applications for vacant positions shall be** considered by the Employer before considering outside applicants. If two (2) or more employees meet the above criteria and are equal in qualifications, then seniority as defined in Article 7 shall govern with respect to filling the vacancy. Employees with equal qualifications and seniority shall be selected alphabetically.

SECTION C.

If no employees apply for the position, or if no employees are qualified for the position, as determined by the employer, then the Employer reserves the right to fill the position from outside the Department.

SECTION D.

The Employer agrees that if, pursuant to Sections B and C of this Article, the Employer has selected an applicant from the bargaining unit to fill a vacancy, said vacancy shall be filled within thirty (30) working days of the end of the posting period.

ARTICLE 9

TEMPORARY ASSIGNMENTS

SECTION A. It is agreed that when an employee is temporarily assigned to a higher paid position, same shall receive the higher rate of pay for all hours worked in such position. It is also agreed that all temporary assignments shall be offered by seniority with the most senior employee having the right to work or turn down such temporary assignment and so forth, with the least senior qualified employee being the one assigned in case of a forced assignment.

Should an employee be temporarily assigned to a lower rated classification same shall receive their regular rate of pay.

It is agreed that a temporary assignment shall not exceed ten (10) consecutive working days, or the length of an **employee's approved leave.**

ARTICLE 10 PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

SECTION A. All newly hired personnel shall have a probationary period of 180 calendar days, and all newly promoted personnel shall have a probationary period of 90 days. During this period, the employee will have an opportunity to demonstrate that he can successfully perform the duties of the position. The Employer will also have the opportunity **to evaluate the employee's progress and performance to** determine if he will be retained in the classification to which he was hired or promoted. Probationary removals are not grievable under Article 6 Grievance Procedure for initial probationary period.

Newly hired personnel will be evaluated at the midpoint of the probationary period and again prior to the end of the probationary period. Newly hired probationary personnel may be discharged during their probationary period without grievance or appeal by that individual or the Union. Promoted personnel will be evaluated at the midpoint of the probationary period and again prior to the end of the probationary period. Promoted personnel that fail to demonstrate the successful performance of the

duties of the position will return to the classification held prior to the promotion without right of appeal by the individual or Union.

Promoted employees may disqualify themselves and return to their former position within the first fourteen (14) calendar days of their new assignment.

ARTICLE 11 WORK SCHEDULE AND OVERTIME

SECTION A. **Work schedules are defined as an employee's assigned** hours of the day, days of the week, and shift assignment. Changes in work schedules may be made at the discretion of the Employer to meet the operational needs of the Employer.

The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees. The normally scheduled hours of work are 7:30 a.m. to 4:00 p.m., Monday through Friday.

Every eight (8) hour work period shall include at the minimum a one-half ($\frac{1}{2}$) hour unpaid lunch period approximately mid-way through the eight (8) hour shift during which time the employee is not on duty or on-call.

With consideration for work loads, there shall be two (2) fifteen (15) minute break periods, with pay, one (1) taken approximately midway through the morning half of the shift and one (1) taken approximately midway through the afternoon half of the shift.

SECTION B. Bargaining unit employees shall be paid time and one-half for all hours worked in excess of forty (40) hours per week (4:01 p.m. Friday to 4:00 p.m. the following Friday), except employees shall have the option of taking compensatory time in lieu of overtime pay for any overtime worked. Compensatory time shall be granted at a time mutually convenient. Compensatory time can be accumulated up to a maximum of 80 hours. Compensatory time must be taken within twelve (12)

months from the date it was accrued. Overtime must be authorized by the Engineer, Superintendent or Assistant Superintendent.

Requests for compensatory time in lieu of overtime payment must be made prior to the end of the pay period in which the overtime occurred, and must be made on the designated form.

For the purpose of calculating overtime, sick leave and holidays shall be counted as hours worked during the work week.

For purposes of using compensatory time, employees shall request to use compensatory time 24 hours in advance for a day and 2 weeks in advance for 40 hours or more.

SECTION C. There will be mandatory overtime only where necessary to fulfill operational requirements due to circumstances, determined by the reasonable discretion of the Employer.

In instances of scheduled mandatory overtime, the employees with the greatest seniority in the classification that is being assigned for overtime will be offered first chance to reject, continuing through the least senior. The option of refusing is also dependent upon the number of employees that are required to fill the operational needs of the moment.

The Union recognizes that, due to emergency situations, distance between job sites, and distance from job site to garage, it may be infeasible to use the most senior employee in the classification, and in continuation of normal work situations, overtime may be determined by the seniority of those employees present at the job site only

In addition, as some overtime may require special skills, certain employees possessing those skills may be required to remain on the job. However, the seniority of those individuals possessing those special skills will determine the option of accepting or rejecting the overtime, depending upon the number of employees possessing the

skills and the number of employees needed for the job at hand as determined by the Employer.

It is further understood that some classifications contain more than one job description and different job functions, which will have to be considered in granting of overtime (i.e., if a bridge must be repaired, then the overtime will be offered to those employees qualified for bridge repair). The parties will jointly establish a seniority overtime roster for each type of work performed.

SECTION D. The Employer agrees to post all overtime worked on a biweekly basis corresponding to the payroll period, showing names of persons working the overtime, location and work performed, and amount of hours worked and the type of work performed.

SECTION E. In isolated emergency situations whereby hazardous conditions exist, the employer will call the bargaining unit member nearest the scene and pick them up to perform the work necessary without having to follow the overtime roster. If the employee nearest the scene is not available, the employee next closest to the scene will be called. If that employee is not available, calls will be made according to the seniority roster. If two employees are equal distances from the scene, seniority will be followed. The charged and worked overtime will list the location and date of the overtime.

ARTICLE 12 NON-DISCRIMINATION

SECTION A. No person or persons or agencies responsible to the Employer shall discriminate for or against any employee in the bargaining unit on the basis of race, religion, age, political affiliation, sex, or disability for the purpose of evading the spirit of this Agreement. The Employer agrees to abide by the provisions of applicable federal, state, and local laws regarding these matters.

SECTION B. The Employer recognizes the right of any employee to join or not join the Union, and to participate or not participate in Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint,

coercion, or reprisal because of an **employee's decision to join or not join the Union.**

ARTICLE 13 JOB CLASSIFICATIONS

SECTION A. The Employer reserves the right to establish new job classifications, revise existing classifications, or eliminate existing classifications.

The Employer agrees to provide to the Union advance notice of the establishment of new classifications. This notice will be a minimum of seven (7) days notice during which time the Union can request a meeting with the **Engineer to bargain the new classification's inclusion or exclusion** from the bargaining unit. The Employer also agrees to provide advance notice to the Union of changes in existing job classifications to allow the Union to discuss the impact of the changes upon the bargaining unit. If the parties are unable to reach agreement upon the change in duties, the Union shall have the right to grieve.

Upon the establishment of a new job classification, or a change in existing classifications, the wages for such classification shall be negotiable.

SECTION B. In the event a promoted employee does not make probation and is returned to their former position, or the promoted employee exercises his right to disqualify himself during the first fourteen (14) calendar days of the new assignment, the employee(s) displaced as a result will not have any right of grievance relating to their being returned to their former position(s). If loss of employment is the result of the displacement, the employee will be laid off in accordance with the Article 16, unless they are newly hired probationary employees, in which case employment will be terminated without any right of appeal.

ARTICLE 14 UNPAID LEAVES

SECTION A. Unpaid leaves of absence may be granted for a number of reasons. Employees on leave are guaranteed the same or a similar position on return. All leaves will indicate a specific date on which the employee is expected to return to work. Employees do not earn sick leave or accumulate vacation while on unpaid leave of absence. However, leave of absence is counted toward total length of service which determines the length of vacation per year to which an employee is entitled.

Unpaid leave may be granted for up to 2 years for educational, training, or specialized experience purposes.

Unpaid leave may be granted for up to 6 months for personal reasons. Unpaid personal leave may also be requested for valid reasons where vacation leave would have been used, but is not available as for a week or a few days at a time.

Unpaid leave will be granted for up to 6 months for maternity leave to pregnant employees.

An additional 6 months unpaid leave may be granted as disability leave if the employee meets the requirements of disability leave as set forth in Section B below.

SECTION B. Unpaid disability leave for up to 6 months may be granted to a physically incapacitated employee when sick leave has been exhausted if the employee is:

1. Hospitalized or institutionalized;
2. Convalescing as authorized by a physician.
3. Has been declared unable to perform his duties by a physician.

Disability leave may be extended by the Engineer for additional 6 month periods upon proper and timely **submission of a physician's statement of a continuing disability**. An employee will be reinstated upon furnishing a **physician's statement that he has recovered fully with regard to performing his duties. Costs of physician's**

examinations required are the responsibility of the employee.

Employees receiving temporary **total workers'** compensation will be carried on disability leave until the earliest of the following events: (a) the Employee is able to return to work pursuant to a **physician's statement**, (b) the **Employee's disability leave expires**, or (c) **any extension of disability leave expires**.

SECTION C.

Employees shall make written application for a leave of absence under Sections A or B two (2) weeks in advance to the Engineer, unless the circumstances do not permit such notice. Leaves, especially personal and educational, are at the **Engineer's discretion and depend** in part on the total needs of the department.

The Engineer shall approve or state the reason for denial of leave applications within one week of submittal.

If an employee misrepresents facts or makes false statements when requesting leave, any leave granted may be canceled and the employee required to return to work subject to appropriate disciplinary action.

The Employer agrees to maintain insurance benefits for the first ninety (90) days of an approved unpaid leave one time in any consecutive twelve (12) month period for maternity, disability or **illness of an employee, employee's spouse or employee's child. In the event the approved leave is taken due to a spouse's or child's needs, the** employee shall provide the Employer a **physician's** statement confirming the need for the employee to be on such leave.

All absences must be accounted for under the various provisions of this Agreement, (i.e., sick leave, vacation, bereavement, and approved leave without pay).

Unapproved leave is subject to disciplinary action based on the seriousness, frequency and suspicious patterns of its occurrence.

ARTICLE 15 DISCIPLINARY ACTION

SECTION A. Corrective action shall be for just cause. While not exclusive or all-inclusive, the following are examples of areas upon which just cause may arise out of; incompetency, inefficiency, conviction of a felony, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, and violations of established work rules.

SECTION B. Corrective action may include: verbal warnings, written reprimands, suspensions with or without pay, and discharge from employment.

The selection of the corrective action will be proportional to the seriousness of the offense and **the employee's past** disciplinary record.

The principle of progressive discipline shall be applied to minor offenses.

SECTION C. **Verbal reprimands which are noted in the employee's** file and written reprimands are subject to appeal under the grievance procedure to Step 2 only. All other corrective actions are subject to appeal through the grievance procedure and such grievance shall be initiated at Step 2 of the grievance procedure.

If subsequent corrective action is based upon prior verbal or written reprimands, and the suspension or removal is before an Arbitrator, then the merits of the written reprimand may be considered by the Arbitrator as such relates to the subsequent discipline.

Grievance answers on verbal and written reprimand grievances shall not be considered as establishing precedence on any of the issues raised in the grievance or as determinative on any contract violations cited as a part of the grievance.

SECTION D. An employee shall have the right to a pre-disciplinary meeting before the Employer (or designee) for any

disciplinary action resulting in suspension or discharge from employment.

The Employer shall provide written notice of the meeting forty-eight (48) hours in advance. The notice shall cite the charges against the employee and the anticipated disciplinary action.

The employee shall have the right to Union representation.

No disciplinary actions adjusted without Union representation shall be binding on the Union or on any other employee unless the Union is party to the adjustment.

The Union steward will be allowed to be present at any disciplinary meeting.

The Employer (or designee) shall provide a written copy of the action to the employee within seven (7) days of the pre-disciplinary meeting.

SECTION E. All records of corrective action shall be removed from the **employee's file after** twenty-four (24) months in the event there are no intervening corrective actions, and shall not be considered thereafter.

ARTICLE 16 LAYOFF AND RECALL

SECTION A. Should there be a reduction in the work force, the Employer shall layoff employees in accordance with the provisions of this Article, which will supersede the provisions of Ohio Revised Code Chapter 124.

SECTION B. If the Employer determines a layoff shall occur, the Employer will give the employee and the Union fourteen (14) calendar days notice. The Employer will determine which classification will be affected by the layoff.

SECTION C. The Employer will first layoff all intermittent, casual, and seasonal employees who are performing duties of the classification from which the Employer intends to layoff.

SECTION D. The first person laid off from the affected classification(s) will be the employee with the least total seniority as defined in Article 7 of this Agreement.

The laid off employee may exercise bumping rights by displacing the least senior employee in the next lower classification who has less seniority than the laid off employee and occupies a position for which the laid off employee is qualified to perform.

If the laid off employee does not have sufficient seniority to displace any employee in the next lower classification, or is not qualified as prescribed above, the employee will proceed to the next lower classification, until he/she displaces someone or exhausts all classifications.

SECTION E. A laid off employee will have recall rights for twenty-four (24) months from the effective date of the layoff.

If two (2) or more employees are laid off, the last to be laid off will be the first to be recalled. If a vacancy is created pursuant to Article 8 in the classification from which the employee was laid off, the employee will be recalled and placed in that position if the employee still has recall rights.

If an employee is recalled to his/her original classification, then the employee will receive the same level of pay, benefits, and seniority rights as if he/she had been employed during the time of the layoff. If recalled to a lower classification, the employee shall receive the rate of pay and benefits of that lower classification, but shall retain recall seniority rights as described above.

SECTION F. Upon recall, the laid off employee shall have fourteen (14) calendar days within which to report to the Engineer or his designee.

It is the responsibility of the employee to provide an address and phone number at which they can be reached during the layoff period.

The Employer will recall employees by first sending a certified letter, and then by phone to the number provided by the employee. The fourteen (14) day period shall begin upon mailing of the certified letter. If the laid off employee has not responded by the last day of the fourteen (14) day period, his/her name shall be removed from the recall list.

SECTION G. Upon being recalled, an employee has the right to refuse one recall during a particular layoff period if the recall is to a classification other than the classification the employee was in just prior to layoff. This refusal will not cause the employee to be removed from the list.

ARTICLE 17 SAFETY

SECTION A. It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for their employees. The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all applicable federal and state laws relating to such. The Union acknowledges the role of bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies.

ARTICLE 18 LABOR-MANAGEMENT MEETING

SECTION A. A labor-management meeting shall be conducted at least once every six (6) months on a mutually agreeable day and time. Additional meetings may be held as often as is mutually agreed necessary.

SECTION B. Attendance at labor-management meeting will be limited to two (2) employee union representatives and two (2) employee management representatives. Each party may also have present one (1) non-employee representative.

- SECTION C. The purpose of such meetings shall be limited to:
1. Consider and discuss health and safety matters within the Department.
 2. Discuss ways to increase productivity and improve efficiency.
 3. Give each party the opportunity to present views.
 4. Disseminate general information of interest to the parties.
 5. Discuss grievances if such discussions are mutually agreed to.
 6. Appraise the employees and the Union of notices of changes in externally applied rules or policies, when possible.

ARTICLE 19 BARGAINING UNIT WORK

SECTION A. Non-bargaining unit employees shall not be prohibited from performing bargaining unit work so long as such work does not result in the actual layoff of a bargaining unit employee.

ARTICLE 20 EMERGENCY SITUATIONS

SECTION A. In the event of emergencies publicly declared by the President of the United States, the Governor of the State of Ohio, the Jackson County Board of County Commissioners, the federal or state legislatures, or the Jackson County Engineer, such as natural disasters or civil disorder, the Engineer and the Union may mutually agree to temporarily suspend or extend certain procedures or time limits established in the Articles of this Agreement.

ARTICLE 21 CONTRACTING OUT

SECTION A. The Employer shall not be prohibited from contracting out bargaining unit work so long as such contracting out does not result in the layoff of a bargaining unit employee.

ARTICLE 22 COMMERCIAL DRIVERS LICENSE

SECTION A. Employees whose positions require a valid State of Ohio Commercial Drivers License are required to possess such license with proper and necessary endorsements. The Employer shall advise which classification the State requires such.

SECTION B. The Employer will endeavor to make available initial voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for the necessary test(s).

SECTION C. The Employer will endeavor to arrange such training at the work site during regular working hours.

SECTION D. The Employer will reimburse the cost of the initial CDL for all current employees who require said CDL. The employee is responsible for all costs/fees for the CDL training.

The Employer will reimburse the cost of any renewals for currently held **CDL's** and required endorsements.

SECTION E. Employees who do not possess the required CDL with endorsements will not be permitted to operate the equipment which requires the same. The employee will be removed from his position and will be offered any other available/open position pursuant to Article 8, for which he is qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 16 of this Agreement.

SECTION F. An employee who loses his driving rights for a period of time due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any equipment requiring the

CDL license. Should no open and/or vacant position exist pursuant to Article 8, Section A for which he is qualified, the employee will be laid off in accordance with Article 16 of this Agreement.

SECTION G. If an employee is placed in a position at a pay level less than the employee is presently receiving as a result of the **provisions of Section E only of this Article, the employee's** wage shall be frozen until such time as the employee passes the CDL requirement up to a maximum of 90 days, at which time the **employee's wage reverts to his** new classification rate.

SECTION H. The Employer will maintain federal guidelines for drug testing.

ARTICLE 23 SICK LEAVE

SECTION A. All employees shall earn sick leave credit at the rate of four and six-tenth hours for each eighty (80) hours in active pay status. Employees may use sick leave with the approval of the Engineer or his designee. Sick leave may be used by the employee for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
4. Illness, injury, or pregnancy-related condition of a **member of the employee's** immediate family where **the employee's presence is reasonably necessary for** the health and welfare of the employee or affected family member.
5. Examination, including medical, psychological, dental, or optical examination of **a member of the employee's**

immediate family by an appropriate practitioner where **the employee's presence is necessary.**

SECTION B. Immediate family is defined as: spouse, person standing in the place of a spouse who resides with the employee and has shared financial and/or household responsibilities, child, grandchild, or legal guardian, parents, children, grandparents, grandparents-in-law, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

The Employer reserves the right to verify "immediate family" status. Employees agree to comply with any reasonable request from the Employer to provide evidence establishing proof of "immediate family member" status. Failure to provide sufficient proof establishing "immediate family member" status will result in denial of sick leave.

SECTION C. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the **employee's credit on the basis of one-half (1/2) hour** for every one-half (1/2) hour of absence from previously scheduled work. Use of sick leave shall be in increments of not less than one half (1/2) hour.

SECTION D. Upon retirement, accumulated sick leave shall be paid at the rate of thirty-five percent (35%). In case of death during employment, or death as a result of an accident during work hours, payment shall be made to the **deceased employee's estate in the** amount of one hundred percent (100%).

SECTION E. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of **either a written, signed statement, or a physician's certificate** shall be grounds for disciplinary action. Any illness exceeding three (3) days must be accompanied by a **doctor's certificate.**

When an employee is unable to report to work, he/she shall notify the Superintendent or designated person before the time he/she is scheduled to start work, unless emergency conditions make it impossible.

Employees failing to comply with sick leave rules and regulations shall not be paid.

If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, and medical attention is required, 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.

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

SECTION F. The Employer will provide each employee with a record of his accumulated vacation leave and sick leave with their paycheck. A list of accumulated sick leave and vacation leave for all employees shall be available for inspection upon request, being updated quarterly.

SECTION G. Employees who maintain 160 hours sick leave on record as of their anniversary date may request, once each year, to exchange or convert 24 hours of sick leave to personal leave which shall be taken in no less than 4 hour increments.

SECTION H. **BEREAVEMENT LEAVE.** Employees shall be granted three (3) days with pay, not deducted from any other leave to arrange for and/or attend the funeral of a member of their immediate family. Two (2) additional days may be granted **from the employee's sick leave if** needed. Employees may use one (1) sick leave day to attend the funeral of any other relative.

SECTION I. In order to encourage better attendance we have devised the following plan:

Payable the first paycheck in December, a bonus will be paid to any full-time regular employee for hours of sick leave accrued but unused during the 26 pay periods beginning October 1 of the previous year and ending on September 30 of the current year according to the following schedule:

| Hours | Compensation |
|------------------------|--------------|
| 120 hours | \$200.00 |
| 104 hours to 119 hours | \$150.00 |
| 88 hours to 103 hours | \$120.00 |
| Less than 88 hours | \$1.00/hour |

ARTICLE 24 COURT LEAVE

SECTION A. Employees shall be paid their regular rate of pay for time spent in jury duty or as a witness subpoenaed to testify in an action, provided that all compensation received for jury service or witness fees shall be remitted by the employee to the Employer. Paid leave for any other court ordered requests, excluding personal business (i.e.: divorce or child support hearing, personal law suits etc.) directly relating to County employment shall be approved.

ARTICLE 25 HOLIDAYS

SECTION A. All full-time employees will be paid for the following holidays:

- New Year's Day**
- Martin Luther King Day
- Presidents' Day**
- Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas

SECTION B. If an employee works on a paid holiday, he shall receive time and one-half his regular rate of pay for all hours worked in addition to their holiday pay.

SECTION C. Employees shall be entitled to twenty-four (24) hours of paid personal leave each year to be used at the discretion of the employee and in no less than 8 hour increments. No more than 3 bargaining unit employees may be on such personal leave on any given day. Personal leave shall be awarded on a first-come, first-serve basis.

ARTICLE 26 VACATION

SECTION A. Vacation leave shall accrue to the employee per pay period in active pay status as defined below. Days specified as holidays in this Agreement shall not be charged to an **employee's vacation** leave. Vacation leave may be taken by the employee during the year in which it accrued, unless the employee wishes to accumulate and carry over his accrued vacation leave to the following year. No accrued vacation leave shall be carried over for more than three (3) years.

SECTION B. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

All full-time employees shall earn vacation leave based on years of service with the Jackson County Engineer. Credit will be given for service accumulated within the Ohio Civil Service System. Accumulation shall be as follows:

Accumulation shall be as follows:

| SERVICE IN DEPARTMENT | MAXIMUM ACCUMULATION PER PAY PERIOD | VACATION HOURS CREDITED |
|---|-------------------------------------|--|
| More than 6 months but less than one year of continuous service | 3.1 hours | 40 hours (5 working days taken after 6 months service) |
| After one (1) year of service | 3.1 hours | 80 hours (10 working days) |
| After six (6) years of service | 4.6 hours | 120 hours (15 working days) |
| After thirteen (13) years of service | 6.2 hours | 160 hours (20 working days) |
| After twenty (20) years | 7.7 hours | 200 hours (25 working days) |

SECTION C. In case of a death of an employee, the unused vacation leave of such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.

SECTION D. Annual vacation leave will be taken at such time as the employee and the Employer mutually agree upon.

Requests for vacation in excess of one (1) day will be made fourteen (14) days in advance.

Request for vacation of less than one (1) day must have the approval of the Superintendent and the Engineer. Vacation time may be taken in four (4) hour increments.

Requests for vacation shall be granted unless the **employee's request causes undue hardship on** the Department.

All vacation leave must be requested and authorized on the form designated by the Employer.

SECTION E. **In the event an employee's accrued vacation is at the point** where the employee would lose vacation under the

accumulation limit on his anniversary date, the employee shall be allowed to cash in five (5) days vacation for pay once per year.

ARTICLE 27 INSURANCE

SECTION A. The Engineer shall provide employees with the Insurance Plan that is approved and adopted by the County Commissioners for county employees ("County Insurance Plan").

It is agreed and understood that the schedule of benefits for employees shall be as set forth in County Insurance **Plan administered through the Engineer's office, including** all conditions and payments specified or required by individual carriers/providers of the health insurance plan. It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the Engineer, Union, or employees, cease coverage.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

The Engineer shall provide vision coverage at 100%.

SECTION B. Employees are required to contribute through payroll deduction to the premium costs for the County Insurance Plan provided. It is understood that employee shall, during this Agreement (January 1, 2018 - December 31, 2020), contribute 10% of the monthly premium amounts as their share of health insurance premiums.

The employees' portion of health insurance premium to be deducted evenly in the first two pay periods of each month.

SECTION C. The Employer agrees to contribute forty-two dollars (\$42.00) per employee per month to the Ohio AFSCME

Care Plan. Said premium is for Life Insurance, Dental II and Hearing Aid coverage. Said premiums shall not change for the term of this Agreement.

SECTION D. The Employer and Union agree to a committee of two from the Employer and four from the Union to study cost containment options and various insurance options available to meet the needs of the employees and the Employer.

The committee shall meet as mutually agreed, and should be prepared to give a recommendation for an insurance package to the County Commissioners prior to expiration of insurance contract.

SECTION E. The parties agree to meet and discuss insurance prior to the renewal of the County plan, and if necessary agree to reopen negotiations on the insurance article.

SECTION F. Any employee who provides proof of coverage for hospitalization/major medical through another carrier and then elects no insurance coverage under this Article shall receive 20% of the monthly premium. If for any reason, the employee loses the coverage through another carrier, he/she may, upon presentation to the Engineer of proof of loss of coverage, re-enroll in the hospitalization/major **medical insurance plan, provided the Engineer's insurance carrier will allow said re-enrollment and provided the employee meets any eligible criteria of the Engineer's insurance carrier.**

If any employee's employment is terminated for any reason, the employee shall receive a pro-rated portion of the monthly 20% opt-out portion at the time of termination of employment. If the employee has elected to re-enroll in the insurance plan, under the re-enrollment conditions established herein, and the **employee's** employment is terminated for any reason, the employee shall be reimbursed any premium already paid (if any) for the following month after their employment has terminated.

ARTICLE 28 WAGES

SECTION A. Effective on the following dates, the Employer shall add the following to the base rate of each employee:

1/1/21 21¢ per hour increase to current rate of pay

Base Rates: The following are the base rates for employees hired after November 1, 2010:

| Job Title | Base Rate |
|--------------------|-----------|
| Crew Supervisor | \$18.92 |
| Highway Worker IV | \$18.70 |
| Mechanic II | \$18.70 |
| Welder/Mechanic II | \$18.70 |
| Highway Worker III | \$18.64 |
| Equipment Operator | \$18.57 |
| Highway Worker II | \$18.30 |
| Highway Worker I | \$17.72 |
| Janitor | \$17.72 |

SECTION B. LONGEVITY. The Employer agrees to add \$.05 per hour to the base rate of pay after the **employee's fifth (5th)** year of service.

The Employer agrees to add another \$.05 per hour to the base rate of pay beginning with the **employee's eleventh (11th)** year of service, which is a total of \$.10 per hour longevity pay.

The Employer agrees to add another \$.05 per hour to the base rate of pay beginning with the **employee's eighteenth (18th)** year of service, which is a total of \$.15 per hour longevity pay.

For any new bargaining unit employees hired after November 1, 2010 longevity pay will no longer be available.

SECTION C. UNIFORMS. The Employer agrees to provide uniform reimbursement for mechanics and will reimburse the cost of the uniforms with the first pay period of December as long as mechanics maintain uniform service.

This collective bargaining agreement shall remain in full force and effect from January 1, 2021 through midnight, December 31, 2021, inclusive. Notice to negotiate a successor agreement shall be given by either party not less than sixty (60) days prior to the expiration date of this Agreement.

This Agreement shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to October 31, 2021 or prior to the date of expiration of any annual renewal hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 26th day of October 2020.

FOR THE JACKSON COUNTY ENGINEER

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3413

Melissa Miller 10-20-20
Melissa Miller, Engineer Date

Brent Causey 10-26-2020
President Date
AFSCME, Local 3413

Rich L. Lundy 10-26-2020
Date
AFSCME, Local 3413

John Parks 10/26/2020
AFSCME, Local 3413

[Signature] 10/26/2020
Date
AFSCME, Regional Director

Resolution: 213-20

FOR THE JACKSON COUNTY COMMISSIONERS

Paul Haller 11/19/20
County Commissioner Date

[Signature]
County Commissioner Date

[Signature] 11/10/20
County Commissioner Date