

Monroe County Engineer – AFSCME CBA 2021-2024



04/12/2021
1675-01
20-MED-09-0912
40254

**AGREEMENT
BETWEEN THE
MONROE COUNTY ENGINEER**

AND

**AFSCME, OHIO COUNCIL 8, AFL-CIO
LOCAL 3852**

SERB Case No. 2020-MED-09-0912

April 1, 2021 – March 31, 2024

Monroe County Engineer – AFSCME CBA 2021-2024

TABLE OF CONTENTS

Article		Page
	Purpose	1
1	Union Recognition.....	1
2	Management Rights.....	1
3	Work Rules and Regulations	2
4	Union Representation	2
5	Non-Discrimination/Gender	4
6	Probation Periods.....	4
7	Dues Deduction	5
8	No Strike/No Lockout	6
9	Disciplinary Procedures.....	7
10	Grievance Procedure	8
11	Seniority	11
12	Vacancies, Promotions and Transfers	12
13	Temporary Transfers	13
14	Hours of Work/Overtime.....	13
15	Overtime Distribution.....	15
16	Layoff and Recall	17
17	Health and Safety	18
18	Bulletin Boards	19
19	Leaves of Absence.....	20
20	Labor/Management Meeting	22
21	Sick Leave/Funeral Leave	23
22	Conversion of Unused Sick Leave	27
23	Vacation Leave	27
24	Holidays.....	28
25	Call in Pay	29
26	Contracting Out	30
27	Wages	30
28	Health Insurance	31
29	Waiver In Case Of Emergency.....	31
30	Severability	32
31	Commercial Driver’s License (CDL).....	32
32	Duration of Agreement.....	33
	Signature Page	34
	Appendix A, Hourly Rates of Pay	35

Monroe County Engineer – AFSCME CBA 2021-2024

PURPOSE

This Agreement, entered into by the Monroe County Engineer, hereinafter referred to as the “Employer,” and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, and Local 3852, hereinafter referred to as the “Union,” has as its purpose to set forth the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees in the bargaining unit.

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for:

Included: All employees of the Monroe County Engineer including Truck Driver, Laborer, Mechanic, Grader Operator, Equipment Operator, and Drafting Tech I.

Excluded: All management level employees, professional employees, confidential employees, and supervisors as defined in the Act, and all seasonal and all casual employees as determined by the State Employment Relations Board, including Account Clerk (one [1] employee - confidential).

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. Management Rights The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas not modified by this agreement of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
B. To determine the standards of services to be delivered;
C. To determine the overall budget;
D. To determine how technology may be utilized to improve the Employer's operations;
E. To determine the Employer's organizational structure;
F. To direct, supervise, evaluate, or hire employees;
G. To maintain and improve the efficiency and effectiveness of the Employer's operations;
H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
I. To suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
J. To determine the adequacy of the work force;
K. To determine the overall mission of the Employer as a unit of government;

Monroe County Engineer – AFSCME CBA 2021-2024

- 1 L. To effectively manage the work force; and
- 2 M. To take actions necessary to carry out the mission of the Employer as a
- 3 governmental unit.

4
5 **Section 2.2. Residual Management Rights** The Union recognizes and accepts that all rights and
6 responsibilities of the Employer not specifically modified by this Agreement shall remain the
7 exclusive function of the Employer.

8
9 **ARTICLE 3**
10 **WORK RULES AND REGULATIONS**

11
12 **Section 3.1. Promulgation of Work Rules** The Union recognizes that the Employer, in
13 order to carry out its statutory mandates and goals, has the right to promulgate reasonable work
14 rules, regulations, policies and procedures consistent with the Employer’s statutory authority to
15 regulate the personal conduct of employees while in performance of their assigned duties or any
16 representative capacity of the Employer and the conduct of the Employer’s services and programs.

17
18 **Section 3.2. Posting of New Rules** Newly developed work rules, regulations, or present policies
19 that contain significant change will be given to the Union ten (10) days prior to implementation.

20
21 **Section 3.3. Request to Bargain** The Employer recognizes that no work rules, regulations,
22 policies, or procedures shall be established that are in violation of any expressed terms of this
23 Agreement. The Union may ask to bargain over these changes by sending the Employer a letter.
24 If the Union does not ask to bargain over the changes or new policies after the ten (10) days, the
25 Employer may implement these policies or changes. If the parties cannot agree, then the Employer
26 may implement the policies and the Union may file a grievance over the policies.

27
28 **Section 3.4. Conflict With Agreement** The Employer recognizes that no work rules,
29 regulations, policies, or procedures shall be established that are in violation of any expressed terms
30 of this agreement.

31
32 **Section 3.5. Equal Application of Rules** All work rules shall be applied uniformly to the
33 applicable employees.

34 **ARTICLE 4**
35 **UNION REPRESENTATION**

36
37 **Section 4.1. Staff Representatives** The Employer agrees to admit not more than two
38 (2) Union staff representatives to the Employer’s facilities during the Employer’s normal
39 office business hours, Monday through Friday.

40
41 The staff representatives shall be admitted to the Employer’s facilities and sites, for the
42 purpose of processing grievances or attending meetings as permitted herein, providing
43 notice is given to the Employer. Upon arrival, the Union staff representatives shall identify
44 themselves to the Employer or the Employer’s designated representative.

Monroe County Engineer – AFSCME CBA 2021-2024

1 **Section 4.2. Employee Stewards** The Employer shall recognize two (2) employees
2 to act as Union stewards for the purpose of processing grievances in accordance with the
3 grievance procedure. No employee shall be recognized by the Employer as a Union steward
4 until the Union has presented the Employer with written certification of that person’s
5 selection.

6
7 **Section 4.3. Roster** The Union shall provide to the Employer an official roster of its
8 staff representatives, and shall include the following:

- 9 1. Name;
- 10 2. Office Address;
- 11 3. Office Telephone Number;
- 12 4. Union office held.

13
14 **Section 4.4. Investigation of Grievances** The investigation of grievances may be
15 conducted during normal work hours provided the employee obtains prior approval from
16 his immediate supervisor and such time is reasonable, as determined by the Employer.

17
18 If a grievance hearing is scheduled, it shall be scheduled during an employee’s regular duty
19 hours. If the employee desires the Union steward to be present at such hearing, neither shall
20 suffer any loss of pay while attending the hearing. No adjustment of the employee’s
21 grievance shall be made unless the Union is in agreement.

22
23 **Section 4.5. Union Activity Rules** Rules governing the activity of Union
24 representatives are as follows:

- 25 1. The Union agrees that no official of the Union, employee or non-employee,
26 shall interfere, interrupt, or disrupt the normal work duties of other employees. The
27 Union further agrees not to conduct Union business during working hours except to
28 the extent specifically authorized herein. (*i.e.*, Labor/Management meetings, etc.)
- 29 2. The Union stewards shall not conduct Union activities as provided herein without
30 first notifying their immediate supervisor. Upon approval of such supervisor, the Union
31 steward shall be allowed to leave his work area to conduct authorized Union activities.
32 However, no request of the steward shall be unreasonably denied.

33
34 **Section 4.6. Management Representatives** The Employer shall provide the Local Union
35 President and the staff representatives a list of Management's representatives within thirty (30)
36 calendar days following the execution of the agreement.

37
38 **Section 4.7. Use of Garage for Union Meetings** With the prior approval of the
39 Engineer/designee, the Employer shall allow the Union to use the County Garage for its normal
40 monthly Union meetings after regularly scheduled work hours, subject to the availability of space
41 and work load requirements.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

ARTICLE 5
NON-DISCRIMINATION/GENDER

Section 5.1. Union Membership The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer/designee or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representation in an official capacity on behalf of the Union.

Section 5.2. Mutual Commitment The Employer and the Union agree to follow all applicable federal and state laws barring discrimination against employees on the basis of race, color, age, religion, sex, national origin, and disability.

Section 5.3. Gender All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

ARTICLE 6
PROBATION PERIODS

Section 6.1. New Employee Probationary Period Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred fifty (150) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. A newly hired probationary employee shall have no seniority rights until the completion of his probationary period.

Upon the successful completion of the probationary period, and/or any extension thereof, the employee shall be credited with seniority from the original date of hire.

Section 6.2. Promotional Probationary Period A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

Section 6.3. Extension of Promotional Probationary Period Employees who have worked in a promoted position for more than ninety (90) calendar days can by mutual agreement have an additional thirty (30) calendar day promotional probationary period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE 7
DUES DEDUCTION

Section 7.1. Dues Deduction The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

Section 7.2. Monthly Deduction The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Any month in which there are three (3) pay dates, the third (3rd) pay will not have Union dues deducted. The signed payroll deduction form must be presented to the Employer by the employee through the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer,.

Section 7.3. Remittance of Dues The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The funds shall be remitted to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512, as soon as possible in accordance with established procedures.

Section 7.4. Cessation of Dues The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

Section 7.5. Insufficient Earnings The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 7.6. Errors in Deduction The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7.7. Annual Certification The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union prior to January of each year. A fourteen (14) calendar day advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Monroe County Engineer – AFSCME CBA 2021-2024

1 **Section 7.8. Severability and Indemnification** The Union warrants and guarantees that no
2 provision of this Article violates the laws or constitutions of either the United States of America or
3 the State of Ohio. Should the Employer be sued by any person or entity or charged by any
4 administrative agency on any theory arising, in any way, out of this Article, the Union shall
5 indemnify the Employer for all expenses it incurs in its defense including, but not limited to,
6 reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a
7 result of this Article.

8
9 **Section 7.9. PEOPLE Deduction** The Employer will deduct bi-weekly contributions to the
10 American Federation of State, County and Municipal Employees International Union's Public
11 Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an
12 employee upon receipt from the Union of an individual written authorization card voluntarily
13 executed by the employee. There will be no deduction on the third payroll of the month. The
14 contribution amount will be certified to the Employer by the Union. Monies deducted shall be
15 remitted to the Union within five (5) to fifteen (15) days of the date they are deducted.

16
17 Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO,
18 P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical
19 list of the names of those employees for whom a deduction was made and the amount of the
20 deduction. This list must be separate from the list of employees who had Union dues deducted.

21
22 An employee shall have the right to revoke such authorization by giving written notice to the
23 Employer and the Union at any time.

24
25 The Employer's obligation to make deductions shall terminate automatically upon receipt of
26 revocation of authorization or upon termination of employment or transfer to a job classification
27 outside the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from
28 the dues deductions. There must be at least ten (10) employees signed up with the same amount
29 to be deducted for the PEOPLE committee or the Auditor is under no obligation to make the
30 deduction.

31
32 **ARTICLE 8**
33 **NO STRIKE/NO LOCKOUT**
34

35 **Section 8.1. No Strike Promise** The Union agrees that there shall be no interruption of
36 services by the employees because of any work slowdown, strike, sympathy strike, or other
37 concerted effort during the term of this agreement or any extensions thereof.

38
39 **Section 8.2. No Lockout** The Employer agrees that neither it, its officers, agents, or
40 representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any
41 lockout of employees during the term of this agreement unless those employees have violated
42 Section 1 of this article.

43
44 **Section 8.3. Discipline** Any employee who participates in or promotes such strike activities
45 as previously outlined may be disciplined and only the question of whether or not he/she did in fact
46 participate in or promote such action shall be subject to appeal.

1
2
3 **ARTICLE 9**
4 **DISCIPLINARY PROCEDURES**
5

6 **Section 9.1. Reason for Discipline** No employee shall be disciplined except for just cause.
7

8 **Section 9.2. Predisciplinary Meeting** Whenever the Employer determines that an employee
9 will be suspended or terminated, the Employer will conduct a pre-disciplinary hearing. The
10 Employer shall notify the employee and the local union officer in writing of the exact nature of the
11 charges against the employee, and the date, time and place of the hearing. The employee, if he
12 desires, may be accompanied by a Union Steward or Local Union President during the pre-
13 disciplinary hearing. Prior to the time of the hearing, the employee may waive his right to a hearing;
14 such waiver shall be in writing. There shall be at least a three (3) hour notice before an employee
15 and/or Steward are called in to any meeting. The employee shall have an opportunity to respond
16 orally to the charges prior to the discipline being imposed, or may have the Union Representative
17 present a response. An employee who is reduced in pay, suspended or terminated may file a
18 grievance at Step 3 of the grievance procedure.
19

20 **Section 9.3. Records of Discipline** Records of disciplinary action shall have force and effect
21 according to the following schedule, provided there has been no intervening disciplinary action
22 taken during the same time period: verbal and/or written reprimands: twelve (12) months;
23 suspensions or discharge: twenty-four (24) months. The employee will be given a written
24 statement describing the reason(s) for which he has been suspended or discharged. In the case of
25 suspension, the employee will be advised of the duration of the suspension.
26

27 **Section 9.4. Private Manner for Discipline** The Employer agrees that all disciplinary
28 procedures shall be carried out in private and in a businesslike manner.
29

30 **Section 9.5. Use of Prior Discipline** In imposing discipline on a current charge, the Employer shall
31 not take into account any reprimands or suspensions which would have been removed by the
32 procedure of Section 3 herein.
33

34 **Section 9.6 Suspension On Consecutive Days** Any suspension shall be served within thirty
35 (30) work days or unless otherwise agreed for a specific number of consecutive days on which the
36 employee would be regularly scheduled to work.
37

38 **Section 9.7. Copies of Discipline** An employee shall be given a copy of any written warning,
39 reprimand, or other disciplinary action entered on his personnel record. Upon written authorization
40 from the employee, the Engineer shall provide the Local Union President a copy of any suspension
41 and/or discharge notice.
42
43

1
2
3 **ARTICLE 10**
4 **GRIEVANCE PROCEDURE**

5 It is the policy of the Employer to deal promptly on all grievances brought to its attention by
6 bargaining unit employees. It is the right of every employee in the bargaining unit to use the
7 prescribed grievance procedure contained herein.
8

9 **Section 10.1. Definition of Grievance** The term “grievance” shall mean an allegation by a
10 bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper
11 application of this agreement. It is not intended that the grievance procedure be used to effect
12 changes in the articles of this agreement nor those matters not covered by this agreement.
13

14 **Section 10.2. Timely Processing** All grievances must be processed at the proper step in
15 order to be considered at subsequent steps. Any employee or the Union may withdraw a
16 grievance at any point by submitting in writing a statement to that effect, or by permitting
17 the time requirements at each step to lapse without further appeal. Any grievance which is
18 not submitted to the next step of the procedure within the time limits provided herein shall
19 be considered resolved based upon management's last answer.
20

21 Any grievance not answered by management within the stipulated time limits may be
22 advanced to the next step in the grievance procedure.
23

24 **Step 1 Immediate Supervisor** Any employee claiming a grievance may present
25 it orally to his immediate supervisor with his steward within five (5) work
26 days from the occurrence of the grievance. There shall be a written notice
27 signed by both the Union and the immediate supervisor that an oral meeting
28 occurred. The supervisor shall give his answer to the employee within five
29 (5) work days after presentation and discussion of the grievance. If this does
30 not resolve the grievance, it may be appealed to Step-2.
31

32 **Step 2 Highway Supervisor.** Within five (5) work days of the Step 1, the
33 grievance may be appealed by the employee and his steward to the Highway
34 Supervisor. The appeal shall be on a grievance form in writing and signed by
35 the employee and the steward.
36

37 The written grievance should include the nature of the grievance, the section
38 of the agreement alleged to have been violated, and the specific relief
39 requested. Within five (5) work days of the presentation of the grievance at
40 Step 2, a meeting, if the Highway Supervisor deems necessary, may be held
41 between the steward, employee, and the Highway Supervisor. The Highway
42 Supervisor will give an answer in writing to the grievant and the steward
43 within five (5) work days of the meeting. If this does not resolve the
44 grievance, it may be appealed to Step 3.

Monroe County Engineer – AFSCME CBA 2021-2024

1
2 **Step 3** **Engineer or Designee.** Within five (5) work days of the completion of
3 Step 2, the grievance may be appealed in writing to the Engineer or his
4 designated representative by the employee and steward. The grievance shall
5 be discussed at a meeting consisting of the grievant, the Local Union
6 President, or the steward and/or a Union Staff Representative and no more
7 than three (3) representatives of the Employer. The meeting shall be
8 scheduled within five (5) work days from the date the grievance was received
9 at Step 2 by the Employer. Such meeting shall be held within ten (10) work
10 days following the receipt of the grievance, subject to the availability of the
11 affected parties. A decision shall be given in writing by the Engineer or his
12 designated representative to the grievant within ten (10) work days of the Step
13 3 meeting.

14
15 **Step 4** **Mediation.** The parties by mutual agreement may agree to use mediation
16 under the State Employment Relations Board (SERB) Rules.

17
18 **Step 5** **Arbitration and Procedures .** In the event the Step 3 meeting and response
19 is unable to resolve the grievance, it may be appealed by the Union to
20 arbitration, within twenty (20) calendar days following the Step 3 decision,
21 by submitting a letter of demand for arbitration to the Employer and
22 simultaneously requesting a list of arbitrators from the Federal Mediation and
23 Conciliation Service (FMCS) to be mailed to the Employer or his designated
24 representative and the Union for selection of one (1) arbitrator to hear the
25 case. The parties shall use the alternate strike method from the list of seven
26 (7) arbitrators submitted to the parties by the FMCS. In the event the
27 grievance is not referred to arbitration within the time limits prescribed, the
28 grievance shall be considered resolved based upon the Engineer's or
29 designated representative's third step reply.

30
31 **Striking List.** The party requesting the arbitration shall be the first to strike a
32 name from the first arbitration case, then the other party shall strike a name,
33 and alternate in this manner until one (1) name remains on the list. The parties
34 will alternate first strikes from each arbitration case. Prior to striking names,
35 each party may reject the list and request another. Each party may only reject
36 one (1) list. All procedures relative to the hearing shall be in accordance with
37 the rules and regulations of the FMCS.

38
39 **Limits on Arbitrator Authority.** The arbitrator shall limit his decision
40 strictly to the interpretation, application, or enforcement of those specific
41 articles and/or sections of this agreement in question. The arbitrator's
42 decision shall be consistent with applicable law.

43

Monroe County Engineer – AFSCME CBA 2021-2024

1 The arbitrator shall not have the authority to add to, subtract from, modify,
2 change or alter any provision of this agreement, nor add to, subtract from, or
3 modify the language therein in arriving at his determination on any issue
4 presented that is proper within the limitations expressed herein. The arbitrator
5 shall expressly confine himself to the precise issues submitted for arbitration
6 and shall have no authority to determine any other issues not so submitted to
7 him or to submit observation or declarations of opinion which are not directly
8 essential in reaching a decision on the issue in question.
9

10 The arbitrator shall be without authority to recommend any right or relief on
11 an alleged grievance occurring at any time other than the contract period in
12 which such right originated or to make any award based on rights arising
13 under any previous agreement, grievance, or practices. The arbitrator shall
14 not establish any new or different wage rates not negotiated as part of this
15 agreement. In cases of discharge or of suspension, the arbitrator shall have
16 the authority to recommend modification of said discipline. In the event of a
17 monetary award, the arbitrator shall limit any retroactive settlement to the
18 time the employee had constructive knowledge of the event that gave rise to
19 the grievance.
20

21 **Arbitrability.** The question of arbitrability of a grievance may be raised by
22 either party before the arbitration hearing of the grievance, on the grounds
23 that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The
24 first question to be placed before the arbitrator will be whether or not the
25 alleged grievance is arbitrable. If the arbitrator determines the grievance is
26 within the purview of arbitrability, the alleged grievance will be heard on its
27 merits before the same arbitrator.
28

29 **Decisions and Costs of Arbitration.** The decision of the arbitrator shall be
30 final and binding upon the Union, the employee, and the Employer. Any cost
31 involved in obtaining the list of arbitrators shall be borne by the moving party.
32 All costs directly related to the services of the arbitrator shall be shared
33 equally by the parties.
34

35 Expense of any non-employee witnesses shall be borne, if any, by the party
36 calling the witness. The fees of the court reporter shall be paid by the party
37 asking for one; such fees shall be split equally if both parties desire a court
38 reporter's recording, or request a copy of any transcript.
39

40 **Section 10.3. Group Grievance** Where a group of bargaining unit employees desire to
41 file a grievance involving an incident affecting several employees in the same manner, one
42 (1) employee shall be selected by the group to process the grievance. Each employee who
43 is to be included in such grievance shall have his name on the grievance. Employee

Monroe County Engineer – AFSCME CBA 2021-2024

1 witnesses, grievant, and Union officials shall not lose straight time pay for attendance at
2 arbitration hearings. Such employee witnesses shall be scheduled to present relevant
3 testimony in such hearings that cause a minimum disruption to the Employer's operations.
4 Immediately upon concluding their testimony, said employee(s) shall return to their normal
5 work duties and responsibilities.

6
7 **Section 10.4. Grievance of Suspensions and Termination** A grievance involving
8 suspension and/or termination shall be filed directly at Step 3 of the Grievance Procedure.

9
10 **Section 10.5. Work Days Defined** For purposes of this Article, work days shall be
11 defined as those days upon which the employee was scheduled to perform services for the
12 Employer. In counting work days at each step of the grievance procedure, the parties agree
13 to count the work days of the employee when the employee is the moving party and the
14 work days of the Employer/designee when the Employer/designee is the responding party.
15 Work days, as used in this Article, shall not include Saturdays, Sundays, or holidays.

16
17 **Section 10.6. Management Representatives** The Employer shall provide the Union
18 with a list of management's designated representatives for each step of the grievance
19 procedure.

20
21 **ARTICLE 11**
22 **SENIORITY**
23

24 **Section 11.1. Seniority Defined** On the effective date of this Agreement, all present
25 employees will be credited with their present seniority. Seniority shall be recognized as
26 follows.

27
28 “Classification seniority” shall be an employee's uninterrupted length of continuous service
29 in his current classification, effective on the date of this agreement.

30
31 During the term of this Agreement, employees who are awarded new/different positions,
32 pursuant to Article 12, shall have classification seniority beginning the date they begin the
33 duties of the new/different position provided they successfully complete the probationary
34 period when applicable.

35
36 “Department seniority” is defined as the total uninterrupted length of continuous service
37 with the Monroe County Engineer.

38
39 **Section 11.2. Break in Service** The following situations shall not constitute a break in
40 the above-referenced seniority(ies):

- 41 A. Absence while on approved leave of absence;
- 42 B. Absence while on approved sick leave or disability leave;
- 43 C. Military Leave;

Monroe County Engineer – AFSCME CBA 2021-2024

1 job. Where more than one applicant is deemed qualified and where qualifications of those
2 applicants are relatively equal, then the appointment will be made on department seniority.
3

4 **Section 12.5. Probationary Period.** In the event a bargaining unit employee is
5 selected to fill the vacant position, and such selection results in a promotion, said employee
6 will be subject to the promotional probationary period, pursuant to Article 6, Probationary
7 Period.
8

9 **Section 12.6. Certifications for Positions** Should the Employer create a new
10 requirement for certification in a present classification, employees shall be given ample
11 time to obtain required certifications. The Employer shall pay for certification testing (on
12 a one-time basis per employee per certification) to obtain required certifications.
13

**ARTICLE 13
TEMPORARY TRANSFERS**

14
15
16
17 **Section 13.1. Pay at Higher Rate When Assigned.** Employees who are temporarily
18 assigned to work in a higher paying classification for the majority of the work day shall be
19 paid the higher rate of pay for the entire shift.
20

- 21 **A.** A sign-up sheet for Temporary Truck Driver, for the purpose of snow
22 removal, will be posted and assigned for the period of December 1st through
23 April 1st.
24

25 **Section 13.2. Sign up for Temporary Transfer.** The Employer shall post a sign-
26 up sheet for all Temporary Assignment positions, as needed, during the term of this
27 agreement. Temporary Assignment positions will be assigned by departmental seniority.
28 Side Mower Operators and Welders will receive operator’s wages.
29

**ARTICLE 14
HOURS OF WORK/OVERTIME**

30
31
32
33 **Section 14.1. Hours of Work.** This Article is intended to define the normal hours of
34 work per day or per week in effect at the time of execution of this Agreement. Nothing
35 contained herein shall be construed as preventing the Employer from restructuring the
36 normal work day or work week for the purpose of promoting part-time positions. This
37 Article is intended to be used as the basis for computing overtime and shall not be construed
38 as a guarantee of work per day or per week.
39

40 **Section 14.2. Work Week / Shifts.** The standard work week for all full-time employees
41 covered by the terms of this Agreement shall be forty (40) hours, exclusive of a one-half
42 (1/2) hour unpaid lunch period. The work week shall be computed between 12:01 a.m. on
43 Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

Monroe County Engineer – AFSCME CBA 2021-2024

1
2 The normal work shift shall be Monday through Friday beginning at 7:00 a.m. and ending
3 at 3:30 p.m. for eight (8) hour / five (5) day work weeks.
4

5 Optional schedules may be implemented by the Employer. The options are;

6 a. The normal work shift for a ten (10) hour / four (4) day work week shall be Monday
7 through Thursday beginning at 6:00 a.m. and ending at 4:30 p.m. during the dates of
8 April 1 through November 30.
9

10 b. The normal work shift for a ten (10) hour / four (4) day work week shall be Monday
11 through Thursday beginning at 7:00 a.m. and ending at 5:30 p.m. during the dates of
12 December 1 through March 31.
13

14 The Union shall be given a ten (10) day advance notice before implementation of change in
15 the normal work week.
16

17 The following shall apply during any time period which a four (4) day, ten (10) hour per
18 day work week schedule is utilized:

19 A. Employees in active pay status and eligible for holiday pay (consistent with the
20 provisions of Article 24, Section 5) shall receive ten (10) hours of holiday pay at
21 straight time, on any of the recognized holidays set forth in Article 24, Section 1,
22 when no work is performed on such holiday, whether the holiday falls during the
23 four (4) day work week schedule or falls on the "fifth" (5th) day of the work week
24 (the five [5] days to include Monday through Friday). (This provision shall apply to
25 employees hired to work forty [40] hours per week during peak seasons.)

26 B. Should any employee be required to work on a sixth (6th) or seventh (7th) work day
27 (Saturday or Sunday) during a four (4) day work week, which includes a recognized
28 holiday, all such hours worked on the sixth (6th) or seventh (7th) work day shall be
29 compensated at the overtime rate of time and one-half (1 1/2).

30 C. Holidays falling on a day not normally worked shall be observed on the adjacent
31 day to the holidays as listed in Article 24, Section 1. A thirty (30) day advance
32 notice of holidays and their observation shall be given. Holidays falling during a
33 four (4) day / ten (10) hour work week shall be observed and paid as a ten (10)
34 hour holiday.
35

36 **Section 14.3. Overtime and Compensatory Time.** When an employee works more than
37 forty (40) hours in a work week, he shall either be paid overtime pay for all time worked in
38 excess of the forty (40) hours in the work week or compensatory time. Compensatory time
39 may be accrued up to a one-time maximum of eighty (80) hours per calendar year.
40 Compensatory time must be used in the calendar year it was earned. Compensatory time
41 may be used in thirty (30) minute increments. Upon reaching the maximum of eighty (80)
42 hours during this period, an employee shall be paid at one and one-half (1 1/2) times his
43 normal straight time hourly rate for overtime worked. An employee shall provide the

Monroe County Engineer – AFSCME CBA 2021-2024

1 Highway Supervisor with a written request for the use of compensatory time at least twenty-
2 four (24) hours prior to the date/start of such leave. The Employer reserves the right to limit
3 the number of employees who may be granted compensatory time at any given time. The
4 Employer reserves the right to deny the use of compensatory time based on staffing levels
5 and/or work load requirements. Approved paid sick leave, vacation leave, and holiday pay
6 shall be counted as time worked for overtime computation purposes. An employee may
7 cash in unused compensatory time prior to reaching the eighty (80) hour limit; however, all
8 accrued but unused compensatory time must be cashed in prior to November 30th of each
9 year or scheduled to be used by December 31st of each year.

10
11 **Section 14.4. Lunch Period Unpaid.** Each employee of the bargaining unit shall be
12 granted a one-half (1/2) hour unpaid lunch meal period during each regular work shift as
13 scheduled by their immediate supervisor. Employees shall be granted up to fifteen (15)
14 minutes, during each half (1/2) of their normal work day/shift, for a rest period. Said
15 period(s) shall not be used to extend the lunch period and/or to cover late arrivals or early
16 quits.

17
18 **Section 14.5. Pyramiding** Compensation shall not be paid more than once for the
19 same hours under any provision of this article or agreement. There shall be no pyramiding
20 of overtime.

21
22 **Section 14.6. Wash-up.** Employees shall be permitted a reasonable time, not to exceed
23 fifteen (15) minutes, at the end of each work day before quitting time for wash-up. Wash-
24 up time shall not be utilized for personal clean-up and shall not be considered free time
25 which employees can use for other purposes. Wash-up time is not accumulative and will
26 only be allowed when the work schedule permits.

27
28 **ARTICLE 15**
29 **OVERTIME DISTRIBUTION**
30

31 **Section 15.1. Distribution of Overtime** Whenever the Employer determines that overtime
32 is necessary, the Employer shall make a reasonable effort to equally distribute offerings of
33 overtime among available bargaining unit employees within the same classification. Should
34 an employee from within the classification affected be unavailable to work such overtime
35 due to absence from the job, or if additional employees are needed, the Employer may order
36 any available and qualified employee to work the overtime. Every effort shall be made to
37 offer overtime to all employees in a fair and uniform manner.

38
39 Between the dates of April 1 and December 1, the Employer shall make an earnest effort to
40 distribute call out overtime hours on an equitable basis. The total number of overtime hours
41 worked will be used by the Employer for call in overtime purposes. Employees who are
42 called out to work and who for any reason refuse or fail to work such overtime shall be
43 recorded as having worked for purposes of subsequent overtime distribution.

Monroe County Engineer – AFSCME CBA 2021-2024

1
2 Overtime rosters shall be updated and posted on the employee bulletin board by the Monday
3 following pay day, with the actual overtime hours, as described below, recorded.

4
5 Employees who are on disability shall not be called for overtime and shall be recorded on
6 the overtime roster as if they had worked or refused the overtime. (R=refused; NA=no
7 answer; and W=worked).

8
9 In those instances where the overtime work involved requires special skills/abilities, such
10 overtime distribution shall not apply.

11
12 Call out, for purposes of this article, shall mean contacted by telephone after leaving the
13 premises after normal work hours.

14
15 No bargaining Unit employee shall be sent home on overtime if a supervisor is performing
16 Bargaining Unit duties in excess of one (1) hour during emergency overtime.

17
18 **Section 15.2. Emergency Call-Out** Management is responsible for "making a reasonable
19 effort to equally distribute offerings of overtime" between the dates of April 1 and
20 December 1 each year. In an effort to respond to emergency calls as quickly as possible,
21 while still meeting the County responsibility, Management will attempt to distribute
22 overtime equally.

23
24 Management will call an employee until such a time that an employee has been marked
25 with THREE consecutive "n/a" No-answer OR "R" refusals. Once an employee has three
26 consecutive "n/a" or "R" marks, they will be removed from the Emergency call-out list until
27 the following year. An employee cannot receive more than one "n/a" or "R" within a 24-
28 hour period.

29
30 Employees are responsible for informing foreman or highway supervisor when he/she is
31 sick or plans to be out of town for a weekend, so that they will not be called if an emergency
32 call-out occurs.

33
34 This procedure does not exclude ANY employee from mandatory overtime including Level
35 1 or above Snow & Ice removal.

36
37 **Section 15.3. Voluntary Overtime** At the Employers discretion, voluntary overtime may
38 be offered to employees. A sign-up sheet will be posted a minimum of 24 hours in advance.
39 Voluntary overtime will be distributed based on type of work to be performed and volunteer
40 employee's skillset. Voluntary overtime in excess of a half (1/2) work day, shall allow for
41 ½ hour unpaid lunch and two fifteen (15) minute break periods. Employees choosing not to
42 sign up for voluntary overtime will not be considered for the duration indicated on the sign-
43 up sheet.

ARTICLE 16
LAYOFF AND RECALL

1
2
3
4 **Section 16.1. Notice Of Reduction/Layoff.** The Employer will notify the Union and all
5 affected bargaining unit employees at least ten (10) work days in advance of its intent to
6 reduce the work force, and will, at the time of notice, provide the Union with a current,
7 updated seniority list.

8
9 **Section 16.2.**

10 A. **Reduction.** Whenever a reduction in the work force occurs, the following sequential
11 order of reduction will be implemented. The Employer shall determine in which
12 classification(s) layoff will occur. Within the affected classification(s), the
13 Employer shall first layoff any casual, intermittent, temporary, new hire
14 probationary, and part-time employees.

15
16 Thereafter, any additional necessary reduction in the work force shall be made in the
17 inverse order of classification seniority of the remaining full-time employees.

18
19 B. **Bumping Rights.** An employee who is displaced from his classification by a
20 reduction in the work force may exercise his bargaining unit seniority to bump the
21 employee with the least bargaining unit seniority in an equal or lower paying
22 classification within the bargaining unit for which the bumping employee is qualified
23 to perform the work without any additional long-term training and/or possesses the
24 necessary certification/licenses. The Employer agrees to provide said employee with
25 cursory training when necessary.

26
27 Employees who bump under the foregoing procedure shall be deemed to have
28 seniority in the classification into which he bumps, equal to the bargaining unit
29 seniority he had in the previous classification.

30
31 Any employees displaced from their classification under procedures set forth in this
32 article may elect to take a direct layoff rather than exercise their bumping rights.
33 Such election shall be made at the time the layoff occurs and shall be final.

34
35 Employees shall exercise bumping rights within two (2) work days after receipt of a
36 required displacement notice. Failure to exercise bumping rights within this period
37 will cause forfeiture of the employee's bumping rights.

38
39 **Section 16.3. Recall Rights.** Employees displaced through a reduction in work force shall
40 be recalled or returned to vacancies.

41
42 Such vacancies in the classification originally affected by the layoff shall not be posted and
43 filled from within, nor shall the Employer hire from the outside until such time as all

Monroe County Engineer – AFSCME CBA 2021-2024

1 qualified employees have exhausted or refused their recall rights. Employees shall retain
2 recall rights for a period of fifteen (15) months from the effective date of their displacement.
3

4 **Section 16.4. Recall Notice.** Written notice of recall from layoff shall be sent to the
5 employee's last known address by the Employer, by certified mail, return receipt requested.
6 Failure of an employee to contact the Employer within seven (7) calendar days after receipt
7 of recall notice shall constitute a forfeiture of an employee's right to recall. The recalled
8 employee shall have five (5) calendar days following the end of the seven (7) day period to
9 report to work unless the Employer agrees to an alternative date.

10
11 **Section 16.5. Reduction Severance Pay.** Employees displaced by a work force reduction
12 shall be entitled, on the next pay day, to all wages and other severance pay provided by this
13 agreement which is due to such employees.
14

15
16 **ARTICLE 17**
17 **HEALTH AND SAFETY**
18

19 **Section 17.1. Policy** It is agreed that safety must be a concern and responsibility of
20 both parties. Therefore, Management accepts its responsibility to provide safe working
21 conditions, tools, and equipment for its employees. Bargaining unit employees accept the
22 responsibility not to neglect or abuse equipment and tools and accept the responsibility to
23 follow all safety policies, rules and procedures as prescribed by the Employer. All unsafe
24 working conditions and all accidents must be reported on a Health and Safety Form and
25 given to the employee's supervisor as soon as the unsafe working conditions are known.
26

27 **Section 17.2. Safety Equipment** Employees who work at jobs or in areas deemed
28 by the Employer to require the wearing or use of safety equipment shall be required to wear
29 or use such equipment. Failure or refusal on the part of an employee to wear or use
30 prescribed equipment shall be grounds for disciplinary action, up to and including discharge
31 of employment. The Employer shall provide all safety equipment that the Employer
32 requires the employees to use with the exception of work shoes and personal clothing.
33 Employees shall be allotted a one hundred fifty dollar (\$150.00) allowance annually.
34 Employees shall be responsible for submitting a receipt(s) for reimbursement up to \$150.00
35 (tax not included). In order to be eligible for reimbursement, purchases must be made after
36 the date of hire. Employees under probationary period are not eligible for reimbursement.
37

38 **Section 17.3. Reporting Accidents** Employees shall be responsible for reporting any
39 and all accidents to their supervisor as soon as possible. A Report of Accident Form will
40 be completed with the supervisor and filed with the Employer within twenty-four (24) hours
41 after the accident unless a medical emergency exists.
42

Monroe County Engineer – AFSCME CBA 2021-2024

1 **Section 17.4. Discipline** An employee disciplined for failure or refusal to abide by the
2 Employer's safety policies, rules and procedures may appeal such discipline under the
3 Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting
4 such disputes.

5
6 If a grievance under this section is heard by an arbitrator, the arbitrator will not have the
7 authority to invalidate a safety or health policy, rule or procedure that is reasonable and
8 fairly applied.

9
10 **Section 17.5. Safety Meetings** Safety meetings shall be conducted no less than 4 times
11 per year, for all bargaining unit employees.

12
13
14 **ARTICLE 18**
15 **BULLETIN BOARDS**
16

17 **Section 18.1. Bulletin Board** The Employer agrees to provide at the County Garage,
18 in the current area, a bulletin board for use by the Union. Said board shall be no more than
19 three foot by three foot (3' x 3').

20
21 **Section 18.2. Notices** Union notices relating to the following matters may be posted
22 without the Employer's prior approval:

- 23 A. AFSCME recreational and social affairs;
- 24 B. Notice of AFSCME meetings;
- 25 C. AFSCME appointments;
- 26 D. Notice of AFSCME elections and AFSCME election results;
- 27 E. Reports of non-political standing committees and independent non-political
28 arms of AFSCME;
- 29 F. Non-political publications, rulings, or policies of AFSCME.

30
31 All/any other notices of any kind not listed in "A" through "F" herein shall receive the prior
32 approval of the Employer or his designated representative.

33
34 **Section 18.3. Material on Boards** It is understood and agreed that no material may
35 be posted on the Union bulletin board at any time which contains the following:

- 36 A. Personal attacks upon other members or any other employee;
- 37 B. Scandalous, scurrilous, or derogatory remarks/attacks upon management
38 employees;
- 39 C. Attacks on any employee organization, regardless of whether the organization
40 has local membership;
- 41 D. Attacks on and/or favorable comments regarding a candidate for public office
42 or for office in any employee organization.

Monroe County Engineer – AFSCME CBA 2021-2024

1 **Section 18.4. Violations** Violations of this Article may result in disciplinary action
2 and/or termination of bulletin board usage.
3

4
5 **ARTICLE 19**
6 **LEAVES OF ABSENCE**
7

8 **FMLA and Disability leave are to be “conflated” or run together (i.e., used at same**
9 **time).**

10
11 **Section 19.1. Unpaid Leave of Absence** The Employer may grant a leave of
12 absence without pay, to an employee who has completed one (1) year of continuous service,
13 for a period of not more than six (6) months in any contract year except as specified
14 elsewhere in the agreement. Except in an emergency situation, an employee must submit a
15 written request for such leave at least twenty-one (21) calendar days in advance of the date
16 such leave is to begin. The request is to be submitted to the employee’s immediate
17 supervisor. The authorization of an unpaid leave of absence is a matter of administrative
18 discretion, subject to staffing levels, work load requirements, and/or other management
19 rights.
20

21 **Section 19.2. Misuse of Unpaid Leave** An employee may only use a leave of absence for
22 the reason for which it was granted. If the Employer determines that the leave is being used
23 for a different reason, the Employer may require the employee to return to work or may
24 discipline the employee up to and including discharge. An employee may not use a leave
25 of absence to look for another job or work at another job.
26

27 **Section 19.3. Return From Leave** The Employer shall place an employee returning
28 from leave in the same or similar classification from which the employee took leave. If
29 such classification(s) no longer exists, the Employer shall treat the employee as if he were
30 laid off from his classification in accordance with the layoff article of this Agreement.
31

32 **Section 19.4 Failure to Return From Leave** If an employee fails to return from leave
33 upon the expiration of the leave, the Employer may consider the employee's failure to return
34 as job abandonment, and may remove the employee from his job.
35

36 **Section 19.5. Disability Leave and Disability Separation.**

37 A. A physically or mentally incapacitated employee who has exhausted all available
38 paid leave may request a disability separation leave without pay. Request for
39 disability leave shall be submitted in writing to the Engineer at least two (2) calendar
40 weeks in advance of the requested date of such leave. The written request shall be
41 accompanied by an original signature physician’s statement describing the nature of
42 the disability, the physician’s verification that the employee is unable to perform the
43 essential functions of the position, and the date(s) of such leave.

Monroe County Engineer – AFSCME CBA 2021-2024

- 1
2 B. A disability separation may be granted when an employee has exhausted his
3 accumulated paid leave and is:
4 1. hospitalized or institutionalized, or on a period of convalescence following
5 hospitalization or institutionalization as authorized by a physician at the
6 hospital or institution, or
7 2. is declared physically incapable of performing the essential functions of his
8 position by a licensed physician.
9

10 If an examination(s) is requested or required by the Employer any time during this
11 time period, the Employer shall designate the physician and shall bear the costs of
12 such examination. Any appointment made to a position vacated by disability
13 separation will be on a temporary basis, and such employee will be made fully aware
14 of its temporary nature.
15

16 **Section 19.6. Reinstatement From Disability Separation.** An employee given a
17 disability separation shall have the right to reinstatement within two (2) years from the date
18 of separation to the same or similar position.
19

20 An employee given a disability separation subsequent to a leave of absence without pay
21 shall retain the right of reinstatement for a period of up to two (2) years from the date the
22 employee began the leave of absence without pay. An employee must make written
23 application to the Employer for reinstatement, and provide a physician's certification that
24 the employee can perform the essential functions of the job classification. The cost of such
25 examination shall be paid by the employee. A medical examination may also be requested
26 and scheduled by the Employer and shall be conducted by a physician designated by the
27 Employer. Any dispute regarding such examination(s) may be submitted to a neutral third
28 physician with the expense of such exam paid equally by the Employer and the employee.
29

30 Within thirty (30) days after making written application and passing a medical examination
31 showing full qualifications to perform the duties of the position, an employee will be
32 reinstated to the same or similar position, provided such position(s) still exists.
33

34 An employee who does not return from disability separation, formally resign, or take
35 disability retirement within the two (2) years shall be separated from service upon the
36 expiration of the two (2) year period.
37

38 **Section 19.7. Misuse of Disability Leave** If it is found that leave is not actually being
39 used for the purpose for which it was granted, the Employer may cancel the leave and direct
40 the employee to return to work by giving written notice to the employee. An employee may
41 return to work before the scheduled expiration of leave if requested in writing by the
42 employee and approved by the Employer. The failure to return to duty within three (3) days

Monroe County Engineer – AFSCME CBA 2021-2024

1 of expiration or notification of cancellation of a leave of absence shall be just cause for
2 removal.

3
4 **Section 19.8. Military Leave** The regulations in regard to an employee’s military leave
5 will follow the applicable federal and state laws.

6
7 **Section 19.9. Union Leave.** The Union may request a leave of absence not to exceed seven
8 (7) days for no more than two (2) employees during any one (1) calendar year. Said leave
9 shall be granted for those employees selected by the Union to attend seminars or
10 conventions conducted by the Union. An affected employee(s) must submit a written
11 request for such leave to the Highway Supervisor no later than five (5) work days in advance
12 of the date(s) requested.

13
14 **Section 19.10. Jury Duty.** Employees shall be excused from regularly scheduled work
15 days for jury duty. If an employee’s normal work day begins before he/she must report for
16 jury duty, the employee is NOT required to report to work. If an employee’s jury duty is
17 concluded prior to the completion of the employee’s regularly scheduled workday, he/she
18 must report to work for the remainder of the workday. The County Engineer’s Department
19 will compensate an employee who is called to and reports for, jury duty, at the employee’s
20 straight-time hourly rate for the hours he/she was scheduled on that day. The employee
21 must give the Highway Supervisor prior notice of jury duty, and refuse payment of jury
22 duty fee from the County, in order to receive his/her regular pay.

23
24 **Section 19.11. Emergency Personnel.** Employees that are members of local Fire
25 Department or Emergency Response Team will be excused from work up to three (3) times
26 per calendar year and shall be allowed up to ten (10) hours of time annually for this purpose.
27 [This provision in Article 19. Section 17 shall expire automatically at the end of the term of
28 this Agreement, unless the parties mutually agree to incorporate it into the successor
29 Agreement.

30
31 **ARTICLE 20**
32 **LABOR/MANAGEMENT MEETING**
33

34 **Section 20.1. Labor-Management Meetings** Labor/Management Meetings will be
35 arranged between the Local President and the Employer upon request of either party. Such
36 meeting shall be between not more than three (3) representatives of the Employer and not
37 more than three (3) representatives of the Union. Arrangements for such labor/management
38 meetings shall be made in advance and a written agenda of the matters to be taken up at the
39 meeting shall be presented at the time the meeting is requested. Matters taken up in
40 labor/management meetings shall be confined to those included in the agenda. The
41 members of the Union shall not lose time or straight time pay for time spent in such
42 labor/management meetings. This meeting may be attended by a representative of the

Monroe County Engineer – AFSCME CBA 2021-2024

1 Council and/or representative of the International Union. A list of those attending will be
2 given to management.

3
4 The parties to meet upon the request of one of the parties but no more than once quarterly
5 unless mutually agreed. Agenda items will be submitted by either party at least five (5) days
6 in advance of each quarter's labor/management meetings.

7
8 **Section 20.2. Purpose of Meetings.** The purpose of such meeting shall be limited to:

- 9 A. Discuss the administration of this agreement;
- 10 B. Discuss grievances which have not been processed beyond the final step of the
11 grievance procedure when such discussions are mutually agreed to by the parties;
- 12 C. Disseminate general information of interest to the parties;
- 13 D. Give the Union representative the opportunity to share the views of its members
14 and/or make suggestions on subjects of interest to its members;
- 15 E. Discuss ways to increase productivity and improve efficiency;
- 16 F. Consider and discuss health and safety matters relating to employees.
- 17 G. Meetings shall be held during normal work hours.

18
19 **ARTICLE 21**
20 **SICK LEAVE/FUNERAL LEAVE**

21
22 **Section 21.1. Crediting Of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6
23 hours for each eighty (80) hours of service in active pay status, including paid vacation and
24 sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty
25 (120) hours per year. Unused sick leave shall accumulate without limit.

26
27 **Section 21.2. Expiration Of Sick Leave.** If illness or disability continues beyond the time
28 covered by earned sick leave, the employee may be granted a personal leave in accordance
29 with the appropriate section of this agreement.

30
31 **Section 21.3. Charging Of Sick Leave.** Sick leave shall be charged in one-half (1/2) hour
32 increments, minimum units of one-half (1/2) hour. An employee shall be charged for sick
33 leave only for days upon which he would otherwise have been scheduled to work. Sick
34 leave payment shall not exceed the normal scheduled work day or work week earnings.

35
36 **Section 21.4. Uses Of Sick Leave.**

- 37 A. **Reasons for Sick Leave.** Sick leave shall be granted to an employee upon
38 approval of the Employer and for the following reasons:
 - 39
40 1. illness or injury of the employee, or an immediate family member as defined
41 herein*;
 - 42 2. death of a member of his immediate family, as defined below;

Monroe County Engineer – AFSCME CBA 2021-2024

- 3. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- 4. if a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- 5. pregnancy and/or childbirth and other conditions related thereto.

* Spouse, significant other, child**, parents, grandparents, aunts, uncles who reside with the employee and the employee's presence is medically substantiated.

** Step-child if resides with employee.

B. Funerals Up to five (5) days sick leave shall be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, significant other, child, step-child as defined herein, mother, father, loco parentis, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents. Funeral leave days must include the day of the funeral. Upon management approval, the use of sick leave for the attendance of a funeral and /or the death of a loved one as defined above may be split Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the work days will be scheduled with the approval of the Employer.

C. Use of Sick Leave as Personal Leave Up to six (6) one –half (1/2) days of sick leave may be used as personal days. An employee or his/her significant other shall notify the supervisor or other designated person within one (1) hour before the time he is scheduled to report to work. Should an emergency occur during the work day the employee must notify his/her supervisor or designated person before leaving. Personal days may be used at any time regardless of when a paid holiday falls. Personal days do not count against sick leave bonus.

Section 21.5. Evidence Required For Sick Leave Usage. 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.

Section 21.6. Notification by Employee. When an employee is unable to work, he or significant other shall notify the supervisor or other designated person within one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor. Employees or responsible adults may leave a message on answering machine.

Monroe County Engineer – AFSCME CBA 2021-2024

1 **Section 21.7. Abuse of Sick Leave.** Employees intentionally failing to comply with sick
2 leave rules and regulations shall not be paid. Application for sick leave with intent to
3 defraud may result in disciplinary action and refund of salary or wage paid.
4

5 **Section 21.8. Physician Statement.** If medical attention is required, the employee shall
6 be required to furnish a statement from a licensed physician, nurse practitioner,
7 chiropractor, physician’s assistant or psychologist, or any licensed provider covered under
8 current insurance provisions notifying the Employer that the employee was unable to
9 perform his duties. Such physician statement shall be required for absence of three (3) or
10 more consecutive work days due to illness. Whenever the Employer suspects abuse of the
11 use of sick leave, he may require proof of illness in the form of a physician statement of
12 disability or other appropriate proof satisfactory to the Employer to approve the use of such
13 leave.
14

15 **Section 21.9. Physician Examination.** The Employer may require an employee to take
16 an examination conducted by a licensed physician or psychologist selected by the Employer
17 to determine the employee's physical or mental capability to perform the duties of the
18 employee's position. If found not qualified, the employee may be placed on sick leave. The
19 cost of the examination shall be paid by the Employer. The employee may submit
20 documentation from his physician or psychologist prior to being placed on leave. Disputes
21 as to the employee's physical or mental health shall be determined by a mutually selected
22 licensed physician or psychologist. The fees of such a mutually selected physician or
23 psychologist shall be shared equally by the Employer and the employee.
24

25 **Section 21.10. Sick Leave Bonus.** Any employee who does not use more than two (2)
26 days of sick time between January 1 and December 31 of each year shall receive a one
27 hundred dollar (\$100.00) bonus, for each qualifying period as described herein.
28

29 **Section 21.11. Sick Leave Donation Policy.**

30 When an employee with over one (1) year of service has exhausted all of his/her
31 accumulated leave (i.e., sick leave, vacation leave, comp time) and employee or immediate
32 family member experiences a catastrophic illness or injury (non-occupational) which a
33 doctor states makes him/her unable to continue working then he/she may submit a request
34 in writing to the Administrative Secretary for a transfer of additional days from other
35 department employees.
36

37 The Administrative Secretary will then call a meeting of the Joint Committee (2 Union w/
38 Staff Rep, 2 Management Employees) to review requests for additional paid leave under
39 this Section. Any decision made by the Joint Committee shall be final, and it shall not be
40 the subject of a grievance or arbitration. If the request is granted a notice will be posted for
41 employees that wish to donate must do so by following Section C below. If a request is
42 denied, a letter stating why this request is denied will be given to the employee within two
43 (2) working days of the decision.

Monroe County Engineer – AFSCME CBA 2021-2024

- 1
2 A. The request for additional paid leave will include but not be limited to the following
3 information:
4 a) Nature of the claimed catastrophic illness or injury;
5 b) For whom the application is being submitted;
6 c) Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
7 d) Projected date of return to duty;
8 e) Explanation of previous leave usage; and
9 f) Any other pertinent information the applicant can submit to the committee for its
10 consideration.
11
12 B Employees who apply for donated leave:
13 a) May not receive donated time to cover requests for injury or disability leaves which
14 have been denied by Workers Compensation;
15 b) Must use any vacation, sick leave and/or comp time accumulated during one pay
16 period while utilizing any amount of donated leave in the following pay period before
17 additional donated leave is used;
18 c) Employees will be allowed only two (2) requests for donated leave during the entire
19 tenure with the County Engineer’s Department;
20 d) Donated time shall be paid out at the lower rate of the recipient employee who is
21 injured or ill, donor;
22 e) Must have completed one (1) year of continuous service before being eligible for
23 donated leave;
24 f) Must have medical documentation to verify the expected leave of absence; and
25 g) Must have used all available sick, vacation and compensatory time.
26
27 C. Employees who donate time:
28 a) Must donate on a voluntary basis;
29 b) Maintain a sick leave balance of 160 hours;
30 c) Must understand any and all donated time will not be returned to the donor if not
31 utilized by the recipient;
32 d) Must donate a minimum of one (1) work day and thereafter, in increments of one
33 (1) work day;
34 e) Must submit in writing to the Confidential Secretary the amount of days they wish
35 to donate;
36 f) An employee’s timesheet will show donated sick leave days;
37 g) An employee receiving sick leave time will receive donated sick leave days on an
38 as needed basis as determined by the committee; and
39 h) Donated time will be given and received on a bi-weekly basis.
40
41

ARTICLE 22
CONVERSION OF UNUSED SICK LEAVE AT RETIREMENT

Section 22.1. An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the department at the time of separation under the Public Employees Retirement System (PERS).

ARTICLE 23
VACATION LEAVE

Section 23.1. Vacation Leave Accrual Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Departmental Service</u>	<u>Vacation</u>
1 year through 7 years	80 hours
8 years through 14 years	120 hours
15 years through 24 years	160 hours
over 24 years	200 hours

Such vacation leave shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 23.2 Minimum Service No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Section 23.3. Selection of Vacation Leave The order of selecting a vacation date(s) shall be considered on the basis of classification seniority. The Employer reserves the right to limit the number of employees granted vacation leave during similar time periods. In

Monroe County Engineer – AFSCME CBA 2021-2024

1 order to be granted preference for specific vacation leave requests, such request must be
2 submitted to the employee's immediate supervisor no later than March 1 of each year. Such
3 requests shall be honored based on operational needs and according to the employee's
4 classification seniority. Vacation requests after March 1 shall be honored in order of
5 application and no seniority rights to preferred dates shall exist. Employees must submit
6 requests of three (3) or more consecutive work days of vacation leave and obtain prior
7 approval of the Employer/designee at least five (5) working days in advance.

8
9 **Section 23.4. Vacation Leave Increments** Vacation leave may be taken in
10 increments of one-half (1/2) hour in a regularly scheduled work day(s). Employees must
11 submit such request and obtain prior approval of the Employer/designee at least twenty-
12 four (24) hours in advance of the date/time requested.

13
14 **Section 23.5. Use and Accumulation of Vacation Leave** Vacation leave shall be
15 taken by an employee between the year in which it was accrued and the next anniversary
16 date of employment. The Employer shall permit an employee to accumulate vacation from
17 year to year, but no more than a total of three (3) years. The accumulation of vacation time
18 must be approved in advance and must be in response to special circumstances as outlined
19 in a written request submitted by the employee. Such request shall not unreasonably be
20 denied.

21
22 **Section 23.6. Forfeiture of Vacation Leave** Employees shall forfeit their right to take
23 or to be paid for any vacation leave to their credit which is in excess of the accrual for three
24 (3) years. Such excess leave shall be eliminated from the employee's leave balance.

25
26 **Section 23.7. Vacation Payout at Separation** Except as noted in Section 2 herein, an
27 employee is entitled to compensation at his current rate of pay for the prorated portion of
28 any earned but unused vacation leave to his credit at the time of separation.

29
30 **Section 23.8. Conversion at Death.** In the case of the death of an employee, the unused
31 vacation leave to the credit of any such employee shall be paid to the deceased employee's
32 spouse and then to the estate if no spouse survives.

33
34 **ARTICLE 24**
35 **HOLIDAYS**
36

37 **Section 24.1. Paid Holidays** All full-time employees covered under this Agreement
38 shall be entitled to the following 12 paid holidays:

- | | |
|---------------------------|------------------------|
| 39 New Years Day | Columbus Day |
| 40 Martin Luther King Day | Veterans' Day |
| 41 Presidents' Day | Thanksgiving Day |
| 42 Memorial Day | Day After Thanksgiving |
| 43 Independence Day | Christmas Eve |

Monroe County Engineer – AFSCME CBA 2021-2024

1 Labor Day

Christmas Day

2
3 **Section 24.2. Holidays on Weekends** In the event any of the aforementioned holidays
4 fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In
5 the event any of the aforementioned holidays falls on a Sunday, the Monday immediately
6 succeeding shall be observed as the holiday. During a four (4) day, ten (10) hour schedule,
7 it shall be at the Engineer’s discretion to determine an observed holiday (Article 14, Section
8 2).

9
10 **Section 24.3. Holiday Pay** Full-time employees shall be paid for eight (8) hours at their
11 straight time hourly rate for each of the holidays listed in Section 1 above when no work is
12 performed on such holiday. [Refer to Article 14, Section 2 regarding ten (10) hour work
13 days.]

14
15 **Section 24.4. Pay on Holiday** Any work performed by an employee on any one of the
16 days listed in Section 1 shall be paid at the rate of one and one-half (1 1/2) the straight time
17 rate in addition to the holiday pay.

18
19 **Section 24.5 Work Requirements.** For employees covered by this Agreement to receive
20 holiday pay for those days listed in Section 1, the employee must work his scheduled day
21 preceding the holiday and his scheduled day succeeding the holiday, except if excused due
22 to funeral leave or sick leave with doctor's verification.

23
24 **Section 24.6. Additional Time Off** Nothing contained herein shall prohibit the
25 Employer from granting additional time off, with pay, at any time during the Agreement.
26 Decisions to grant such time are at the sole discretion of the Employer and shall not establish
27 any precedent, nor shall any action/non-action of the Employer concerning this section be
28 subject to the grievance procedure contained herein.

29
30 **ARTICLE 25**

31 **CALL IN PAY**

32 **Section 25.1. Call-In** Whenever an employee is called to work outside his regular
33 work day hours, which does not abut his regular shift hours, he shall be paid a minimum of
34 three (3) hours pay at the appropriate rate. Employees on vacation or sick leave will not be
35 called for overtime unless the employee declares himself / herself available.

36
37 **Section 25.2. Emergency Overtime** Emergency overtime call out. Emergencies
38 occurring outside of normal working hours requiring the employer immediate attention,
39 such as inclement weather, floods and other conditions which in the Employer’s judgment
40 jeopardize public safety, affect the employer’s operation, or are considered public hazards
41 by the employer, and such emergency requires calling out employees for overtime will be
42 distributed to employees normally assigned to perform such work. All classifications are
43 eligible for tree-removal call ins.

Monroe County Engineer – AFSCME CBA 2021-2024

Section 25.3. Employee Contact Information Employees are required to supply a working phone number to immediate supervisor. Any change in that number shall be reported to immediate supervisor at the time of the change.

**ARTICLE 26
CONTRACTING OUT**

Section 26.1. Right to Contract Out The Employer may continue to contract out any/all services or programs that are presently and historically required to be performed at the discretion of the Employer for the duration of the agreement.

The Employer shall not contract out work for the purpose of laying off of employees.

**ARTICLE 27
WAGES**

Section 27.1. Wage Rates and Steps The rates of pay for employees are set forth in Appendix A. The wage rates will be effective the first full pay period after the dates listed in the wage scale.

The 4 steps in the pay scale for each classification will be as follows:

- Step 1 – rate at time of hire at 80% of the full rate
- Step 2 – rate months 6 through 12 at 85% of the full rate
- Step 3 – rate months 13 through 24 at 90% of the full rate
- Step 4 – rate 25 months and after the full rate

Those employees as of February 26, 2021 will all be placed at step 4.

Employees promoted to a higher paid classification will be placed at the rate which provides an increase in pay and will advance after the time provided in the scale. When an employee moves to the next step in the scale, it does not cause them to make less than they make in their current classification. The Employer may hire new employees at step 2 or 3 based on prior, related service to the position employed.

Section 27.2. Payroll System In the event the County Auditor implements a payroll system/pay stub that includes the employee's accumulated but unused vacation leave as well as the running total of vacation and sick leave used, the Engineer's employees shall be included.

Section 27.3. Signing Bonus Each member of the bargaining unit shall receive a four

Monroe County Engineer – AFSCME CBA 2021-2024

1 hundred dollars (\$400.00) lump sum payment payable upon the first pay period after
2 ratification of this Agreement. This provision in Article 27, Section 3 shall expire
3 automatically at the end of the term of this Agreement.

4
5
6 **ARTICLE 28**
7 **HEALTH INSURANCE**

8
9 **Section 28.1. Employee Contributions** The Employer shall, for the term of the
10 agreement, contribute the following amounts towards a full-time employee's monthly health
11 care premium(s):

12	Single Plan	85%
13	Group Plan	85%
14	Family Plan	85%

15
16 It is understood and agreed that an employee(s) shall pay the difference between the above-
17 referenced amounts and the total amount of the monthly premium for the type of coverage
18 the employee selects (i.e., single, group, family). If more than one (1) health care plan is
19 made available through the County Commissioners, the above percentages shall be based
20 on the least expensive of the plans offered.

21
22 **Section 28.2. Annual Enrollment** Employees shall be eligible to enroll in
23 said plan(s), on an annual basis, in accordance with the enrollment period(s) described
24 therein.

25
26 **Section 28.3. Insurance Committee** The Employer shall continue the insurance
27 committee as set up by the Monroe County Commissioners with Local 3852 President or
28 his designee as a member of the committee.

29
30 **Section 28.4. Contributions** Initial contributions as set forth in this provision will be
31 made within thirty (30) calendar days following the effective date of the Agreement.

32
33 **ARTICLE 29**
34 **WAIVER IN CASE OF EMERGENCY**

35
36 **Section 29.1. Emergencies.** In cases of emergency declared by the President of the United
37 States, the Governor of the State of Ohio, the Board of Monroe County Commissioners, the
38 Monroe County Sheriff, the federal or state legislature, such as acts of God and civil
39 disorder, the following conditions of this agreement shall automatically be suspended:

- 40
- 41 A. Time limits for Management or the Union's replies on grievances; and
- 42 B. All work rules and/or agreements and practices relating to the assignment of all
- 43 employees. The foregoing notwithstanding, the provisions in this Agreement

Monroe County Engineer – AFSCME CBA 2021-2024

1 relating to overtime compensation shall remain in full force and effect during the
2 emergency.

3
4 **Section 29.2. Termination of Emergencies.** Upon the termination of the emergency,
5 should valid grievances exist, they shall be processed in accordance with the provisions
6 outlined in the grievance procedure in this agreement, and shall proceed from the point in
7 the grievance procedure to which they (the grievance[s]) had properly progressed. All work
8 rules and/or agreements and practices relating to the assignment of all employees will be in
9 effect upon the termination of said emergency.

10
11 **ARTICLE 30**
12 **SEVERABILITY**

13
14 **Section 30.1. Compliance with Law** It is the intent of the Employer and the Union that
15 this Agreement complies with all applicable law(s) and legal status.

16
17 **Section 30.2. Residual Provisions** If any provision of this Agreement is
18 subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or
19 not in accordance with applicable statutes, all other provisions of this Agreement shall
20 remain in full force and effect for the duration of this Agreement.

21
22 In the event any provision of this Agreement is declared by legislative or judicial authority
23 to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall
24 meet within two (2) weeks of the publication of such a determination for the purpose of
25 negotiating a lawful alternative provision. In the event the parties and/or their
26 representatives are unable to negotiate an alternative provision, the matter shall be
27 postponed until contract negotiations are reopened for a successor agreement.

28
29 **ARTICLE 31**
30 **COMMERCIAL DRIVER’S LICENSE (CDL)**

31
32 **Section 31.1. Qualifications for Job** In the event that the minimum requirements and
33 qualifications of a classification are changed by external law, it shall be the sole
34 responsibility of the employee to meet such state and/ or federal law. Employees who make
35 diligent and reasonable attempts to maintain the minimum requirement and qualifications
36 of their classification shall not lose their employment with the Department but will be
37 subject to education in position to a classification for which they are qualified at the rate of
38 pay of that classification. The Engineer shall also make reasonable attempts to assist the
39 employee in maintaining the requirements and qualifications of their position.

40
41 **Section 31.2. CDL Requirements** All employee classifications are required to have
42 a Commercial Driver’s License under such rules, regulation and requirements prescribed
43 by law.

ARTICLE 32
DURATION OF AGREEMENT

Section 32.1. Duration This Agreement shall be effective as of April 1, 2021 and shall remain in full force and effect until midnight March 31, 2024 unless otherwise terminated as provided herein.

Section 32.2. Notice to Negotiate Successor Agreement If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 32.3. Entire Agreement Between Parties The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby cancelled.

Monroe County Engineer – AFSCME CBA 2021-2024 Final 4-6-21

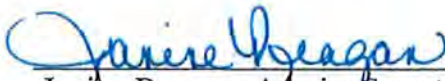
SIGNATURE PAGE

1
2
3 **For Monroe County Engineer**

AFSCME, OC 8, Local #3852

4
5
6 
7 Amy Zwick, Monroe Co. Engineer


Bob Elder, Bargaining Team Member

8
9
10 
11 Janine Reagan, Admin. Secretary


David Saffle, Bargaining Team Member

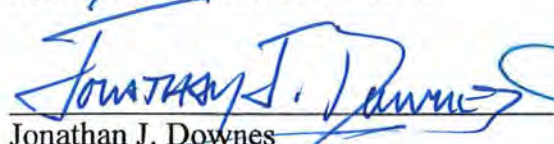
12
13
14 
15 Bill Moats, Bargaining Team Member

16
17 **Monroe County Commissioners**

18
19 
20 Dianne Burkhart, Commissioner

21
22 
23
24 L. William Bolon, Commissioner

25
26 
27 Mick Schumacher, Commissioner

28
29
30 
31 Jonathan J. Downes
32 Labor Counsel to Engineer


Deborah L. Chonko, Staff Representative
AFSCME, Ohio Council 8, AFL-CIO

Monroe County Engineer – AFSCME CBA 2021-2024

**APPENDIX A
HOURLY RATES OF PAY**

		2.50%	80.00%	85.00%	90.00%	100.00%
<i>CLASSIFICATION</i>	<i>4/19/2020 (CURRENT)</i>	<i>3/21/2021</i>	<i>Probation Period (First 5 months)</i>	<i>Month 6 - Month 12</i>	<i>Month 13 - Month 24</i>	<i>Month 25 +</i>
LABORER	\$18.05	\$18.50	\$14.80	\$15.73	\$16.65	\$18.50
TRUCK DRIVER	\$18.73	\$19.20	\$15.36	\$16.32	\$17.28	\$19.20
MECHANIC	\$19.13	\$19.61	\$15.69	\$16.67	\$17.65	\$19.61
GRADER OPERATOR	\$19.13	\$19.61	\$15.69	\$16.67	\$17.65	\$19.61
EQUIPMENT OPERATOR	\$19.13	\$19.61	\$15.69	\$16.67	\$17.65	\$19.61
EQUIPMENT OPERATOR 1	\$19.39	\$19.87	\$15.90	\$16.89	\$17.89	\$19.87
DRAFTING TECH I	\$18.05	\$18.50	\$14.80	\$15.73	\$16.65	\$18.50

		2.00%	80.00%	85.00%	90.00%	100.00%
<i>CLASSIFICATION</i>	<i>3/21/2021</i>	<i>4/1/2022</i>	<i>Probation Period (First 5 months)</i>	<i>Month 6 - Month 12</i>	<i>Month 13 - Month 24</i>	<i>Month 25 +</i>
LABORER	\$18.50	\$18.87	\$15.10	\$16.04	\$16.98	\$18.87
TRUCK DRIVER	\$19.20	\$19.58	\$15.67	\$16.64	\$17.62	\$19.58
MECHANIC	\$19.61	\$20.00	\$16.00	\$17.00	\$18.00	\$20.00
GRADER OPERATOR	\$19.61	\$20.00	\$16.00	\$17.00	\$18.00	\$20.00
EQUIPMENT OPERATOR	\$19.61	\$20.00	\$16.00	\$17.00	\$18.00	\$20.00
EQUIPMENT OPERATOR 1	\$19.87	\$20.27	\$16.22	\$17.23	\$18.25	\$20.27
DRAFTING TECH I	\$18.50	\$18.87	\$15.10	\$16.04	\$16.98	\$18.87

Monroe County Engineer – AFSCME CBA 2021-2024

		2.00%	80.00%	85.00%	90.00%	100.00%
<i>CLASSIFICATION</i>	4/1/2022	4/1/2023	<i>Probation Period (First 5 months)</i>	<i>Month 6 - Month 12</i>	<i>Month 13- Month 24</i>	<i>Month 25 +</i>
LABORER	\$18.87	\$19.25	\$15.40	\$16.36	\$17.32	\$19.25
TRUCK DRIVER	\$19.58	\$19.97	\$15.98	\$16.98	\$17.98	\$19.97
MECHANIC	\$20.00	\$20.40	\$16.32	\$17.34	\$18.36	\$20.40
GRADER OPERATOR	\$20.00	\$20.40	\$16.32	\$17.34	\$18.36	\$20.40
EQUIPMENT OPERATOR	\$20.00	\$20.40	\$16.32	\$17.34	\$18.36	\$20.40
EQUIPMENT OPERATOR 1	\$20.27	\$20.68	\$16.54	\$17.58	\$18.61	\$20.68
DRAFTING TECH I	\$18.87	\$19.25	\$15.40	\$16.36	\$17.32	\$19.25

The 4 steps in the pay scale for each classification will be as follows:

- Step 1 – rate at time of hire at 80% of the full rate
- Step 2 – rate months 6 through 12 at 85% of the full rate
- Step 3 – rate months 13 through 24 at 90% of the full rate
- Step 4 – rate 25 months and after the full rate