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20-MED-11-1352  
41773

**NEGOTIATED AGREEMENT**

**BY AND BETWEEN**

**THE OFFICE OF THE TRUMBULL COUNTY ENGINEER**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 66 66, 66-A, B, C, D, O & R Affiliated w/ AFL-CIO**

**SERB CASE No.: 2020-MED-11-1352**

**EFFECTIVE JULY 1, 2021**

**THROUGH**

**JUNE 30, 2024**

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## PREAMBLE

**Section 1. Parties.** This Agreement is made and entered into by the Trumbull County Engineer, hereinafter referred to as the “Engineer,” “Appointing Authority,” or as the “Employer,” and the International Union of Operating Engineers, Local 66 hereinafter referred to as the “Union.”

**Section 2. Purpose.** This Agreement has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 3. Scope.** It is not intended that this Agreement be read in any way to address matters beyond its express scope, terms, and duration as to being in effect.

## ARTICLE 1 UNION RECOGNITION

**Section 1. Included.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit as described in SERB Case No. 2020-REP-07-0060 or as subsequently amended. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include only those individuals employed full-time in and holding one (1) of the following job classifications:

Master Mechanic	Labor 2
Mechanic 2	Labor 1
Mechanic 1	Hoseman
Parts Supervisor	Parts Helper
Fabrication/Equipment Welder	Equipment Operator
Engineering Technician 5	Truck Driver 2
Engineering Technician 4	Truck Driver 1
Engineering Technician 3	Maintenance Supervisor
Engineering Technician 2	Foreman 2
Engineering Technician 1	Foreman 1
	Sign Help

**Section 2. Excluded.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, intermittent, and seasonal employees shall not be included in the bargaining unit. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1. Management Rights.** Except as expressly limited by this Agreement, the Employer has the sole and exclusive right to manage the operations and administer the business of the Employer, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the right to (1) hire, discharge, transfer, suspend, and discipline employees; (2) determine the number of persons required to be employed or laid off; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all rules and regulations not in conflict with the provisions of this Agreement; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) consolidate, merge, sub-contract, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; (14) determine the methods, processes, means, and personnel by which government operations are conducted; and all other rights and responsibilities as listed in Section 4117.08 (C) of the Ohio Revised Code. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive right of the Employer with respect to matters of general managerial policy. Any action taken by the Employer pursuant to its reserved authority hereunder shall be consistent with the provisions of this Agreement.

**Section 2. Applicability of Policy Manuals.** All employees covered by this Agreement are further required to abide by all policies and procedures in the applicable Policy Manual as they may be revised or added to from time to time.

**ARTICLE 3**  
**LABOR/MANAGEMENT MEETING**

**Section 1. Labor/Management Meeting.** In the interest of effective communications, either party may at any time request a Labor/Management meeting by submitting a written request to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A meeting shall be scheduled within ten (10) days of the date the written request is received at a mutually agreeable time, but no more frequently than semi-annually, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiations meetings.

**Section 2. Purpose.** The purpose of such meeting shall be limited to:

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

**Section 3. Permitted Attendance.** There shall be no more than two (2) bargaining unit employee representatives in attendance at the Labor/Management meeting. There should be no more than three (3) Employer representatives at the meeting. In the event that it is necessary to expand the size of the committee to deal with specific issues, the parties may, by mutual agreement, do so.

#### **ARTICLE 4** **UNION DUES-CHECK-OFF**

**Section 1. Membership.** The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit.

**Section 2. Union as Sole Representative.** The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only, and no other organization shall be granted such rights.

**Section 3. Monthly Dues Deduction.** The Employer agrees to deduct regular Union membership dues once each month in the amount of \$71.85 from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The Union will notify the Employer thirty (30) days in advance if there is an increase to this amount. Employees will sign the Payroll Deduction Authorization Form along with a copy provided to the Employer or designee in order to receive dues check off. The Employer or designee will send an authorization form and a copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. Payroll Deduction

Authorization Form, Appendix C, shall be provided by the Union through the administrative assistant.

**Section 4. Employer Free from Liability.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article once deductions are made and transmitted to the Union, and 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5. Check-Off.** The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the voluntary check-off authorization.

**Section 6. Sufficient Wages.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 7. Liability.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within thirty (30) days after the date such error is claimed to have occurred and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 8. Dues Deduction Procedures.** The County Auditor may establish procedures for deducting dues. Deductions shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

**Section 9. Employer’s Duty to Honor Authorization.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, except as otherwise specified in Section 3 of this article.

**Section 10. Remittance.** The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Union.

**ARTICLE 5**  
**UNION ACTIVITY/REPRESENTATION**

**Section 1.** There shall be no Union activity on paid time except as provided for in this agreement. No official of the Union or member of the Union shall interfere or disrupt the normal work duties of other members or non-members.

**Section 2. Union Meetings/Leave.** Provided that reasonable advance notice has been given to the Employer and subject to the operational needs of the Office, a Union official whose attendance is required at a union function, meeting, or convention, may be granted time off to attend such functions on behalf of International Union of Operating Engineers Local 66. Up to three (3) days total unpaid Union Leave per year shall be granted, for any and all Union Officials, not per Union Official.

**Section 3. Stewards/Committee.** The Union shall submit, in writing, the names of employees who act as steward/committeeperson for the purposes of processing grievances in accordance with the grievance procedure contained herein or performing other activities authorized by this Agreement. The Employer shall be notified, in writing, within fourteen (14) days of the change of any steward or committeeperson of the local Union.

**Section 4. Steward/Committeeperson Representation Activities.** Steward/Committeeperson will be provided reasonable time off, without loss of pay, to attend grievance meetings, labor management meetings, and pre-disciplinary conferences scheduled during work hours. Additional time may be granted, with prior approval of the Employer for purposes other than those identified herein. The decision to grant such time is strictly discretionary, and under no circumstances shall such time interfere with the efficient operations of the Employer.

**Section 5. Grievances/Processing.** The investigation and writing of grievances shall be done during non-duty time. If grievance hearings are scheduled during a member's regular duty hours, the member and one (1) representative shall not suffer any loss of pay while attending the hearing.

**Section 6. Union Staff.** The Employer agrees to admit one (1) non-employee Union staff representative(s) to the Employer's facilities, unless agreed otherwise, for the purpose of processing grievances or attending pre-disciplinary conferences. Upon arrival, the Union representative shall report to the Employer or the Employer's designated representative.

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

**Section 1. No Strike/No Lockout.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Trumbull County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When



the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section “A” of this article.

**Section 2. Irreparable Harm.** Any strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit members constitute irreparable harm to the Employer.

## **ARTICLE 7** **NON-DISCRIMINATION**

**Section 1. Gender Neutral.** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

**Section 2. Reasonable Accommodations.** The Union recognizes that the Employer must comply with The Americans with Disabilities Act even where a conflict may exist between the ADA and this Contract. Notwithstanding the provisions set forth herein, modification of or variance from any contractual provision(s) for purposes of complying with the Americans With Disabilities Act, or any other state or federal law relative to handicap or disability discrimination, shall not be construed herein by either party as a violation of this agreement or any provisions herein.

## **ARTICLE 8** **BARGAINING UNIT WORK/SUBCONTRACTING**

**Section 1. Supervisory Personnel.** Except as specifically restricted by this Agreement, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 2, Management Rights. The parties specifically acknowledge that supervisory personnel excluded from this Agreement are permitted to perform duties in accordance with its operational needs. The parties agree, however, that the use of supervisory personnel shall not be done with the purpose of eroding the bargaining unit.

**Section 2. Subcontracting.** When the Employer anticipates contracting out work presently being performed by bargaining unit employees, the Union will be notified of such action.

Following such notice, if requested, the Employer will meet with the Union to discuss the information contained in the notice, and to explain why the bargaining unit employees cannot perform the work. The Employer's decision to contract out work presently being performed by bargaining unit employees will be made based on the Employer's assessment of cost effectiveness and service to the public.

## **ARTICLE 9** **RESIDENCY**

**Section 1. Residency.** All employees of the Trumbull County Engineer's Department must maintain residency throughout their employment in Trumbull County, Ohio, or in any adjacent county, in order to provide job opportunities and efficient service for residents of the county.

## **ARTICLE 10** **BULLETIN BOARDS**

**Section 1.** The Employer shall provide space for a bulletin board at each reporting location for the exclusive use of members of the bargaining unit.

**Section 2.** All notices which appear on the Union's bulletin board shall be posted by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments or events;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notice of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. derogatory material regarding or attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

**Section 3.** In the event that the Employer determines that materials on the Bulletin Board must be removed it shall contact the local union steward to do so. In the event that the local union steward is unavailable, the Employer will remove the materials and notify the Union of the removal and reasons for the action.

**ARTICLE 11**  
**WORK RULES, POLICIES, AND PROCEDURES**

**Section 1.** The Union recognizes that the Employer has the right to promulgate and implement new and revised work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 2. Notice.** The Employer shall notify the Union of any alterations, deletions, or additions to the Employer's work rules and policies seven (7) days prior to their implementation except in emergency situations or where it is otherwise not practicable. If requested, the Employer agrees to discuss or meet with the Union for the purpose of receiving input regarding the rule adjustment prior to the implementation date or as soon as practicable thereafter.

**Section 3. Distribution/Access.** The Employer agrees that work rules shall be reduced to writing and distributed to employees. Any changes to the work rules and/or policies as may occur during the life of this Agreement shall be distributed to the Union and posted on bulletin boards prior to their effective date. All written policies shall be placed in a policy manual, and made available to all bargaining unit employees.

**Section 4. Application/Administration.** It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement.

**Section 5.** The provisions of this Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing nor relieve any employee from following instructions or orders in the normal course of work. (Note: Withdrawn without prejudice/covered in discipline.)

**ARTICLE 12**  
**DISCIPLINE**

**Section 1. Forms of Discipline.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit as provided herein. Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the

Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper/working suspension).
5. Fines (i.e., forfeiture of accrued leave).
6. Demotion.
7. Discharge.

An employee who is given a suspension of record (i.e., paper/working suspension) shall be required to report to work to serve the suspension and shall be compensated at applicable wage for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action. Any employee who is subject to a working suspension, and that disciplinary action is subsequently arbitrated, shall have any portion of the suspension upheld converted to an unpaid suspension, to be served as unpaid time or through the forfeiture of paid leave, at the discretion of the Employer.

Except in cases where serious misconduct has occurred, discipline will be applied in progressive, corrective manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 2. Grounds for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, negligence, insubordination, violation of work rules and personnel policies, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming of a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, and other misconduct as determined by the Employer shall be cause for disciplinary action.

**Section 3. Appeals.** An employee subject to discipline involving any suspension of greater than three (3) days, demotion, or discharge shall have the ability to contest such action through the grievance and arbitration procedures. Disciplinary actions involving a loss in pay of three (3) days or less shall be subject to the grievance procedure but are not eligible for arbitration.

**Section 4. Disciplinary Records.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions of less than three (3) days	twenty-four (24) months
Suspensions, Fines, and Reductions of three (3) days or more	thirty-six (36) months

Discipline for drug and alcohol-related offenses or violations of the parties' drug and alcohol testing policy, workplace violence, sexual/discriminatory harassment, or behavior that could

contribute to a finding of a hostile work environment based on a legally protected classification are not subject to provisions listed above and shall be considered in all future disciplinary cases.

**Section 5. Expired Disciplinary Records.** Inactive disciplinary records shall not be used in evaluating the level of discipline in non-termination cases that is to be issued to bargaining unit members, but may be used for purposes of notice. Where the matter is a termination offense, the entirety of an employee's disciplinary record representing suspension level conduct or greater shall be considered and the disciplinary record retention schedule shall not be applicable otherwise.

**Section 6. Predisciplinary Conference.** Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a pre-disciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

**Section 7. Last Chance Agreements.** The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole in order to be enforceable. Last chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7<sup>th</sup> Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.

## **ARTICLE 13** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** A grievance is any dispute between a bargaining unit member and the Employer or its duly authorized representative involving the interpretation or application of only the specific and express provisions of this Collective Bargaining Agreement.

**Section 2. Time Limits.** All grievances must be processed at the proper step in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance may be settled by mutual agreement between

the Employer and the Union, which settlement shall be binding upon all concerned. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer, or default rejection if applicable. Any grievance not answered by the Employer within the stipulated time limits shall be deemed to have been answered in the negative and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended only by mutual written consent of the parties and are to be strictly enforced. Any grievance not presented within the time limits set forth in this article shall not be entitled to consideration.

For purposes of calculating time limits "calendar days" shall be calculated to include all regular business days during which the administrative offices are open, excluding weekends and holidays. Where the deadline for action falls on a weekend or holiday, the deadline shall be considered to be the next regular business day.

**Section 3. Grievance Contents.** All grievances shall be filed in writing on a form provided by the union and shall contain the following information:

1. Date grievance occurred.
2. Description and incident giving rise to the grievance.
3. Articles and sections of the Agreement involved.
4. Relief or remedy requested.
5. Signature of the employee/union representative.

Any grievance that does not contain the above listed information shall be considered defective and shall not be eligible for processing through the grievance procedure. Within the grievance procedure, the grievant/union representative shall be required to prepare copies of the grievance and submit such documentation at each step of the appeal.

**Section 4. Group Grievances.** Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance.

Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 5. Procedure Generally.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute prior to the filing of the grievance. A grievance shall be started by the employee or the union representative starting at Step 1. Grievances must be started within fourteen (14) calendar days following the occurrence giving rise to the dispute. Discipline grievance shall be filed by the union or the employee within seven (7) calendar days of receipt of the notice of discipline by the disciplined employee at Step 2 of the Grievance Procedure. All grievances must be filed and processed at the proper steps of the procedure to be

valid.

It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10 and that specific provisions of this Agreement are to be resolved through the procedures set out in Section 4117.10.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. When an employee or the Union elects to file a formal grievance each grievance shall be processed in the following manner:

**Step 1. Supervisor/Designee.** An employee who is not able to resolve a matter constituting a grievance informally, must file a grievance with the supervisor/designee within fourteen (14) calendar days after the occurrence giving rise to the dispute. The supervisor shall attempt to adjust the matter and shall either respond to the grievance or schedule a meeting to discuss the grievance, and respond in writing to the employee or employees within fourteen (14) calendar days of his receipt of the grievance, or fourteen (14) calendar days of the meeting, if a meeting is held.

**Step 2. Department Head/Designee.** If the employee is not satisfied with the response of the Employer given at Step 1, the employee or the Union may submit the grievance in writing on a form provided by the union to the Department Head or his authorized representative within fourteen (14) calendar days of the date of the Step 1 answer/default rejection as may be applicable.

All documents to be considered in Step 2 must be dated, signed by the employee or union representative, and timely filed.

The Department Head/Designee shall schedule a meeting with the grievant and the Union within fourteen (14) calendar days of submission of the grievance to Step 2. Any meeting as a result of this step in the grievance procedure will be held at a time other than during the grievant's scheduled work shift – immediately after the employee's quitting time whenever possible – unless the Engineer/Designee determines otherwise. If a meeting is held, the Department Head/Designee shall provide a written response to the grievant(s) within fourteen (14) calendar days of such meeting. This decision must be in writing and signed by the Department Head or his authorized designee.

If the employee or the union is not satisfied with the decision/default rejection, they must process the grievance, within fourteen (14) calendar days, to the Engineer's designee.

**Step 3. Engineer/Designee.** Within twenty-one (21) calendar days from the receipt of the grievance, the Engineer's designee shall either deny the grievance, grant the grievance, or hold a hearing to evaluate and decide the grievance. This hearing may be attended by the grievant and/or representative of the union, the Department Head or his authorized representative and the

person designated to act for the Employer by the Engineer. Any meeting as a result of this step in the grievance procedure will be held at a time other than during the grievant's scheduled work shift – immediately after the employee's quitting time whenever possible – unless the Department Head/Designee determines otherwise.

Within twenty-one (21) calendar days of this hearing, the Engineer's designee shall make a decision in writing and transmit a copy of same to the union and the affected employee(s).

**Step 4. Arbitration.** Those grievances not satisfactorily settled in Step 3 may be appealed to arbitration by the union filing a notice of intent to arbitrate a matter. Eligible grievances may be appealed to arbitration by the Union filing with the Engineer a written notice of intent to appeal identifying the grievance and signed by a staff representative of the Union within thirty (30) calendar days of the issuance of the decision at Step 3 or the date of default rejection, and by filing a joint request for a panel of Ohio arbitrators from FMCS within fifteen calendar (15) days from which the notice of appeal is sent. The notice of appeal shall be filed within thirty (30) calendar days after receipt of the decision in Step 3 or default rejection as is applicable. If the notice of appeal or FMCS panel request is not filed within such time, the grievance shall be considered disposed of on the basis of the decision in Step 3.

Once a timely submitted demand and panel request is made and the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. In the alternative to the above procedure, the parties, by mutual agreement may agree to the selection of an arbitrator.

**Section 7. Arbitration Process/Authority of the Arbitrator.** The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance. The arbitrator's function is to interpret only the express and specific provisions of this Agreement and to decide cases of alleged violations of such specific and express provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.

The arbitrator shall have no jurisdiction or authority to establish any wage structure, or to enlarge, waive, or toll, for any reason except by agreement of the parties, any of the time limitations contained in this Agreement, nor hear any matter having an immediate and ascertainable cash value of less than five thousand dollars.

The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him or her.

The arbitrator shall have no power to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms



and conditions of this Agreement. The arbitrator shall be without power or authority to make any decision: (a) contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or (b) contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement; (c) that orders any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices; or (d) that establishes any new or different wage rates not negotiated as part of this agreement.

The arbitrator in making any awards is restricted to actual, net out-of-pocket losses to regular wages incurred by the employee, and in formulating any back pay award, shall make deductions based upon, for example but without limitation, unemployment compensation received or receivable and any amount paid to or receivable by the employee as wages in any other employment and in awarding such is limited to the date at which the grievance was first presented at Step 1.

**Section 8. Decision.** The arbitrator shall request to submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs of the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding upon the union and the grievant, advisory as to the Employer, subject to appeal under Ohio Revised Code, Section 2711.

**Section 9. Facilities, Fees, Costs.** The Employer shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be borne equally by the Employer and the union. The arbitrator's fees and other expenses will be shared equally by the parties. The cost associated with the appearance of witnesses, attorneys, the production of documents or other fees, whether they are for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

**Section 10. Arbitrability.** The questions of substantive arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable substantively or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability substantively the alleged grievance will be heard on its merits before the same arbitrator. No contract administration matter shall be eligible for arbitration unless the actual value in controversy is in excess of seven hundred fifty dollars (\$750). The parties agree that notwithstanding this, no appeal shall be permitted and the decision of the Employer shall be conclusive in all matters involving discipline and/or suspensions of three (3) days or less.

## **ARTICLE 14** **PERSONNEL FILES**

**Section 1. Personnel Files.** Personnel files fall within the Ohio Public Records law and may be subject to public inspection in accordance with the Ohio Revised Code. Bargaining unit members shall have access to their personnel files during non-working hours upon reasonable advance request.

## **ARTICLE 15** **WORKWEEK/SCHEDULING**

**Section 1.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for scheduling only and shall not be construed as a guarantee of work per day or per week.

**Section 2. Workday/Workweek.** Generally, the normal workweek and work shift will be Monday-Friday and consist of eight (8) hours of work per day, with a start time normally scheduled to begin between 6:00 a.m. and 8:00 a.m. In addition to the normal work shift, the Employer may also utilize alternative work shifts to accommodate seasonal work or specialized work projects. Prior to initiating seasonal work shifts or specialized project shifts, the Employer will provide at least thirty (30) calendar days notice to the Union and employees of its intent to do so, and if requested, meet to discuss issues surrounding the establishment of such alternative shifts. Additionally, any alternative shift scheduling needs may be discussed in a labor management meeting. Work hours for operations shall be determined by the Employer otherwise, subject to its determination of its operational needs.

**Section 3. Alternative Shift Bidding/Scheduling.** Nothing in this Article precludes the Employer from adopting an alternative schedule, varying the length of the workday based on its operational needs. (e.g., seasonal hours, special projects, etc.). Should the Employer determine that an alternative schedule is to be utilized, it shall determine the classifications necessary and the allocation of personnel within each classification on each shift in accordance with its operational needs.

Where alternative shift scheduling is to be implemented, the Employer will establish the starting and stopping times for such temporary or seasonal shifts and shift durations, which shall consist of eight (8), ten (10), or twelve (12) hours of work. The Employer shall determine the job classifications necessary for alternative shift operations and the number of personnel needed for each job classification. Once that determination has been made, members in those job classifications shall be able to select, by bargaining unit seniority within the affected job

classification, preference for work on an alternative shift. If enough members do not volunteer for an alternative or seasonal shift scheduling, the Employer shall have the ability to schedule those members within the applicable designated job classifications to work such alternative shifts by inverse bargaining unit seniority with in the affected job classification.

**Section 4. Scheduling.** Work schedules are defined as an employee's regularly assigned work hours of the day and day of the week, and shift assignment. Changes in work schedules may be made to meet the operational needs as determined by the Employer or his/her representatives. The Employer will attempt to provide at least seven (7) calendar days advance written notice to employees affected by a work schedule change, except when changes are necessitated by emergencies as determined by the Employer.

## **ARTICLE 16** **OVERTIME**

**Section 1. Overtime.** When an employee is required to actually work in excess of forty (40) hours during the seven (7) day, one hundred sixty-eight (168) hour work period, he shall be paid overtime pay for such time worked over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Pyramiding of overtime shall not be permitted. For purposes of overtime eligibility hours spent on vacation leave shall be considered hours worked.

**Section 2. Overtime Rotation.** When the Employer determines that overtime among bargaining unit members is necessary, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime.

The Employer agrees to post an Overtime Roster with each classification listed by seniority and hours worked or offered. If a classification list is exhausted, Management retains the right to call whomever necessary to perform the job. The Overtime Roster will be renewed every twelve (12) months in April. The Overtime Roster will be kept as equal as possible.

**Section 3. Compensatory Time.** Employees may elect to accrue compensatory time off in lieu of cash overtime payment. However, if an employee elects compensatory time, he cannot later convert such compensatory time to monetary payment. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be eighty (80) hours. When the maximum hours of compensatory time accrual are rendered, payment for overtime work shall be made. Compensatory time must be used within one hundred eighty (180) days from when it was earned. Employees who fail to use compensatory time within the specified period shall have their compensatory time scheduled by the Employer. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the final regular rate received by the employee.

Bargaining unit members shall attempt to submit requests for compensatory time off with a minimum of forty-eight (48) hours advance notice of the date being sought.

Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the compensatory time request. For FLSA purposes, the parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the use and administration of compensatory time under federal law, including the ability to schedule such time off or pay off compensatory time accrual.

**Section 4. Snow and Ice Control Runs.** To provide for the most efficient way for snow and ice control of our highways, the work force will be adjusted to include all qualified personnel. When a call out is mandated, employees with established runs will be called. If more help is needed, the superintendent shall call from the extra list by seniority. This list will include all qualified employees. (Qualifications shall include a CDL license, ability to perform, dependability, attendance, and promptness in performance.)

The performance of established runs shall be reviewed annually. Failure of an employee with an established run to participate in at least 75% of all runs may result in the run being reassigned, provided that time spent on approved leave will not be considered non-participation in a run. The 75% requirement will be in effect between November 1st through March 31st of the next year. The parties agree that unavailability due to a pre-scheduled vacation period shall not count against the availability threshold.

A list of all qualified personnel will be maintained by the Superintendent for use in dispatching drivers for other than established runs.

When a snow and ice control run becomes available, the Superintendent shall announce the open run. Employees who already have established runs will have an opportunity to change runs with the open one going to the senior employee. The open run will then go to the senior truck driver who does not have an established run. If no truck driver is available, he/she shall choose from the list of qualified employees on a seniority basis.

All employees will be given adequate training and will be evaluated by a Supervisor. If an employee is not determined to be qualified after a reasonable attempt at training, he can attend an accredited truck driving school (on his/her own time and at his/her expense), after which he can be reevaluated.

All employees will be paid according to their rate of pay when utilized on ice control.

**Section 5. Minimum Call-Out.** Whenever an employee is called to work at times other than his/her regular shift to work hours which are not adjacent to his/her regular shift, thus necessitating additional travel to and from work, the employee shall be guaranteed a minimum three (3) hours work at one and one-half (1½) times the employee's regular straight-time hourly rate.

**ARTICLE 17**  
**PROBATIONARY PERIODS**

**Section 1. Probationary Period.** Each newly appointed employee of the bargaining unit shall be required to complete a probationary period of one (1) year.

**Section 2. Extension of Probation.** Extended absences of five (5) working days or more during probation shall extend the probationary period by the actual number of days of absence. The Employer, at its sole and exclusive discretion, may extend an employee's probationary period for up to an additional three (3) months by providing notice to the employee or the Union of doing so. Such notice may be provided at any time prior to the completion of the initial probationary period in Section 1.

**Section 3. Discipline During Probation.** During the probationary period the employee may be removed or disciplined without restriction at the sole and exclusive discretion of the Employer. Probationary discipline, reductions, and/or removals are not subject to the grievance procedure or any other avenue of appeal.

**Section 4. Promotional/Transfer Probationary Period.** A bargaining unit member who is promoted or transfers to another bargaining unit position shall be placed on a promotional/transfer probationary period for six (6) months. Should the bargaining unit member fail to satisfactorily complete the promotional/transfer probationary period, he shall be subject to removal at the sole and exclusive discretion of the Employer and be returned to his former position. Any displacement of an employee resulting from the return shall not be subject to the grievance procedure or any other avenue of appeal. The Employer, at its sole and exclusive discretion, may extend an employee's probationary period for up to an additional three (3) months by providing notice to the employee or the union of doing so. Such notice may be provided at any time prior to the completion of the six (6) months of service in the new position. Such removal shall not be eligible for appeal through the grievance and arbitration procedures. An employee removed under this section shall be returned to his prior position. Any displacement that ensues as a result of the return shall not be subject to the grievance procedure or any other avenue of appeal. Where an employee has prior experience working out of class in a promoted position, up to three (3) months of such out of class service (i.e., 60 working days) will be credited toward successful completion of the probationary period if he is subsequently promoted into that position.

**ARTICLE 18**  
**SENIORITY**

**Section 1. Seniority Defined.** Seniority shall be defined as follows:

- A. Total Seniority. Total seniority will be computed by an employee's total length of continuous full-time, uninterrupted service from the last hiring date as a full-time employee with the Employer.
- B. Classification Seniority. Classification seniority shall be defined as an employee's total length of uninterrupted continuous full-time service with a specific job classification covered by this Agreement.

**Section 2. New Hires/Seniority Credit.** Upon completion of the probationary period as set forth in Article 17 herein, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from his date of full-time hire.

**Section 3. Breaks in Seniority.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. The employee is separated because of resignation or retirement;
- B. The employee is discharged for cause;
- C. The employee refuses to accept recall or fails to report to work within seven (7) calendar days from the date the Employer sends him a recall from layoff notice;
- D. The employee is laid off for a period of time exceeding eighteen (18) months;
- E. The employee becomes unable to perform his/her job duties due to illness or injury and is unable to return to work within twenty-four (24) months following the effective date of a disability separation (voluntary or involuntary);
- F. The employee fails to report for work for more than five (5) consecutive work days without having given the Employer notice of his/her absence prior to or during this five (5) day period, unless the Employer determines a justification exists for the failure to give such notice.

**ARTICLE 19**  
**PROMOTION AND TRANSFER**

**Section 1. Job Vacancies.** Nothing in this language shall obligate the Employer to complete a hiring process where it, at any point in time, determines that it does not wish to fill a position.

Where there is a vacancy in an existing job within the bargaining unit, and the Employer determines that such vacancy may be filled, or a new job is created within the bargaining unit, employees desiring to express interest in filling such job may do so, as follows.

**Section 2. Postings/Posting Period.** Postings for bargaining unit job openings shall be posted on all bulletin boards announcing the jobs to be filled and the minimum job qualifications required. A form with space provided for the personal signature(s) of the interested party(s) shall be available for a period of no less than two weeks in the personnel office.

**Section 3. Applicants/Interest Period.** Individuals wishing to apply for any posted vacancy shall complete that and submit an application indicating their interest. Current bargaining unit members indicating interest in the position shall not be required to resubmit additional applications for the particular job (or jobs) for a period of one hundred twenty (120) days following the filing of an initial application.

**Section 4. Evaluation of Applicants.** The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities, past work record, references, or other categories deemed job related and consistent with business necessity as determined by the Employer. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer, at its sole and exclusive discretion, may select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all internal applicants with respect to the requirements of the open position. Where the Employer has determined that two (2) or more applicants are equally qualified in all respects, the most senior applicant shall be granted the position. The Employer, at its sole and exclusive discretion, may also determine that it will not fill the position internally.

**Section 5. Engineering Department Postings/Evaluation/Award.** No posting shall be required for positions of "Engineering Department" except Engineering Technician 1 and 2; however, resumes will be accepted at any time by the Engineer for consideration for future job changes. The Engineer will post notification five (5) working days prior to the filling an Engineering Department position so that employees will have an opportunity to submit their resume for consideration.

## **ARTICLE 20** **LAYOFF AND RECALL**

**Section 1. Notice.** Whenever the Employer determines that a reduction in the work force is necessary (e.g., layoff, job abolishment, furlough, workweek reduction, etc.), the Engineer shall determine the affected classification or classifications in which the reductions will occur and the number of employees to be reduced within each classification. Each employee to be reduced shall be given advance written notice at least fourteen (14) calendar days before the effective date of layoff. After providing such notice, the parties agree to meet for the purposes of

exploring any alternatives to the planned reduction and attempting to avoid such action if possible.

**Section 2. Order of Layoff.** When the Employer determines that layoff(s) is necessary, it shall occur on the basis of the Employee's total seniority within the affected job classification. However, prior to initiating a layoff of a full-time bargaining unit member, within the affected classification the Employer will first layoff all casual, part-time seasonal, full-time seasonal, and part-time regular employees.

**Section 3. Displacement Rights.** An employee, who is displaced as a result of layoff, shall have the right to displace the total member with the least amount of bargaining unit seniority within the affected classification. If no employee within the same classification has less bargaining unit seniority, the laid off employee may displace the least senior employee in a lower classification in the same classification series provided the employee is qualified to perform the duties of the position. If no employee within the same classification series has less seniority, or the employee is not qualified to perform the duties of a lower classification within the classification series, the laid off employee may displace the least senior employee in a classification previously held by the employee during the last forty-eight (48) months.

**Section 4. Reinstatement Rights.** The Engineer shall prepare a recall list, by classification, of the names of employees laid off. This list shall be in reverse order of the order of layoff. An employee's name shall remain on the recall list for a period of eighteen (18) months from the date the employee was first laid off or displaced from his/her original classification.

An employee accepting reinstatement to a classification within a pay rate lower than the classification from which the employee was laid off or displaced shall remain on the recall list for classifications in the classification series within pay rates higher than the classification to which the employee was reinstated, up to and including the classification from which the employee was laid off. Any employee declining reinstatement to a classification within a pay rate lower than the classification from which they were originally laid off, shall not be removed from the layoff list, but shall only thereafter be offered reinstatement to a higher classification than the classification declined.

**Section 5. Notification of Reinstatement/Recall Refusal.** Each employee recalled from layoff shall be notified of the offer of reinstatement by Certified Mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. It shall be the employee's responsibility to notify the Employer of any change of mailing address.

The refusal of reinstatement shall result in removal of such employee's name from the recall list. Each employee shall be allowed ten (10) calendar days from the date of receipt to accept an offer of reinstatement. In the event of extenuating circumstances (e.g., illness, injury, absence from city or state or other good cause) preventing the employee from returning within the above time limit, the Engineer shall grant a reasonable extension, not to exceed sixty (60) days. In the absence of extenuating circumstances, an employee not accepting reinstatement within ten (10)



days shall be deemed to have declined reinstatement and the employee's name shall be removed from reconsideration for reinstatement

**Section 6. Application of Civil Service Law.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and preempt the provisions of ORC 124.321 to 124.328 and OAC 123: 1-41-01 to 123: 1-41-22 with regard to reduction in force.

**Section 7. Notice/Procedure for Furloughs/Workweek Reductions.** In the event the Employer determines that a furlough/workweek reduction is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than fourteen (14) days, of the planned furlough. Such notice will indicate how the furlough/workweek reduction is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs/workweek reductions prior to implementing any involuntary furlough/workweek reduction. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by seniority, but subject to the approval of and operational needs of the Employer. Employees who are subject to furlough/workweek reduction shall not have their vacation service time reduced, their seniority reduced, nor shall they lose eligibility for Employer sponsored insurance offered under the parties' agreement.

## **ARTICLE 21** **SICK LEAVE**

**Section 1. Crediting of Sick Leave/Accumulation.** Sick leave credit shall be earned at the rate of 0.0575 hours for each hour of service in active pay status up to a maximum of 2080 hours per year of service. An employee shall not accumulate sick leave while on sick leave or when the employee is not in active pay status. Sick leave may be accumulated to a maximum of one thousand five hundred (1,500) hours. Upon reaching the accumulation cap of one thousand five hundred (1,500) hours, the employee shall be permitted to accumulate additional sick leave beyond the cap during the year, with such time then liquidated down to the cap at the rate of twenty-five percent (25%). Payment shall be made in January of the following year. Sick leave earned with another public employer shall not be transferable to the Employer.

**Section 2. Documentation/Approval.** An employee may be required to furnish satisfactory documentation to justify the use of sick leave. If medical attention is required or the absence is greater than three (3) consecutive workdays, the employee may be required to furnish a satisfactory, written, signed statement from a licensed medical practitioner stating the nature of the illness, that the employee was unable to perform his or her duties, and that the employee is able to resume the performance of those duties upon return to work or that the employee's absence was necessary for the care of the member of his immediate family. Falsification of the Request for Leave form or a medical practitioner's certificate, or falsely using sick leave, shall be grounds for disciplinary action, up to and including dismissal.

**Section 3. Unused Sick Leave Conversion.** Any employee may elect, at the time of retirement from active service with the Employer and with ten (10) or more years of service with the county, to be paid in cash, for various defined percentages of the value, up to a maximum of one hundred twenty (120) days, of his or her accrued, but unused, sick leave credit, such payment to be based on the employee's rate of pay at the time of retirement. Such election must be made no later than ninety (90) days from the final date of employment.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any member.

For those members hired prior to 7/1/2016, the schedule shall be:

BALANCE OF SICK LEAVE	CASH PERCENTAGE
1,250 to 1,500 hours	60% of 960 hours

For those members hired after 7/1/2016, the schedule shall be:

BALANCE OF SICK LEAVE	CASH PERCENTAGE
1,250 to 1,500 hours	25% of 960 hours

If a person dies during employment with the County Engineer, the same defined percentage as noted in this Article will apply and shall be paid to said employee's estate.

**Section 4. Uses of Sick Leave.** Sick leave shall be granted to an employee only upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family.
2. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
3. Pregnancy and/or childbirth and other conditions related thereto.
4. Immediate family shall be defined as the following: father, mother, spouse, child, step-child, grandchild.

**Section 5. Charging of Sick Leave.** Sick leave shall be charged in minimum incremental units of one (1) hour and one-quarter hour (.25) thereafter.

**Section 6. Notification by Employee.** Employees ordinarily report-off time shall be by telephone to Warren Offices during the hour prior to the employee's starting time. The caller should provide the following information:

Who is calling  
Who for  
For What Reason  
When Employee Shall Return

Emergency report-offs are allowed by any means and any time, but do report off.

**Section 7. Sick Leave Abuse/Patterned Absence.** The Employer maintains the right to control employee attendance and absenteeism. In the event that an employee uses excessive amount of sick leave which cannot be justified or develops a pattern of sick leave abuse appropriate corrective and/or disciplinary action will be taken. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents and/or abuse of sick leave are grounds for disciplinary action. Evidence of abuse may include, but is not limited to:

- A. Consistent use of sick leave in conjunction with scheduled time off of any type;
- B. Consistent use of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
- C. Consistent usage of sick leave for periods of one (1) work day or less;
- D. Consistent usage of sick leave for non-specific illness;
- E. The employee being absent more than twenty-four (24) hours in any six (6) month period (except that death in the immediate family, hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member or utilization of sick leave for purposes of Family and Medical Leave Policy shall not be counted toward this twenty-four (24) hour benchmark).

**Section 8. Fitness for Duty Examinations/Disability Separation.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion that the employee is unfit for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated. Disability separation is non-disciplinary in nature.

**ARTICLE 22**  
**APPLICATION OF THE FAMILY AND MEDICAL LEAVE ACT**

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to approval of unpaid FMLA leave.

**ARTICLE 23**  
**BEREAVEMENT LEAVE**

**Section 1. Amount.** One (1) day of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his or her immediate family. Additionally, up to three (3) consecutive days of bereavement leave, one of which must include the date of the funeral/service, will be granted to an employee upon the death of a member of his or her immediate family. The three (3) days of bereavement leave, if used, will be charged to an employee's sick leave.

**Section 2. Immediate Family Defined.** Immediate family shall be defined as the following: grandparents, spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian.

**ARTICLE 24**  
**HOLIDAYS**

**Section 1. Recognized Holidays.** Full-time regular employees shall be entitled to receive eight (8) hours of holiday pay for the following holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Independence Day
Memorial Day	Thanksgiving Day
Labor Day	The Day after Thanksgiving Day
Columbus Day	Christmas Day
Veteran's Day	Christmas Eve

**Section 2. Observing Weekend Holidays.** In the event that any of the recognized holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. If the recognized holiday falls on a Sunday, the next succeeding day shall be deemed a holiday. If the day before or after is already an observed holiday then the day prior to or following, if applicable, shall also be an observed day. The holiday rate of pay, however, under section 5, shall only attach to the actual date of the holiday itself.

**Section 3. Holidays during a Leave Period.** If a holiday occurs during an employee's vacation or sick day, the holiday shall not be deducted from the employee's vacation or sick leave pay allowance. Holiday pay will not be given while an employee is on unpaid leave of absence.

**Section 4. Holiday Pay Eligibility.** In order to be eligible to receive holiday pay, an employee must work his last regularly scheduled hours on the work day prior to the holiday, his scheduled work shift the day of the holiday, if applicable, and the first regularly scheduled work day following the holiday, unless on a pre-approved absence.

**Section 5. Rate of Pay for Holiday Work.** All bargaining unit employees shall receive one and one-half (1-1/2) times their base rate of pay for any hours worked on a recognized holiday.

**ARTICLE 25**  
**VACATION**

**Section 1. Accrual.** Full-time regular 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 the length of services as follows:

<b>Length of Service</b>	<b>Vacation</b>
Less than 1 year	None
1 year through 6 years	80 hours
7 years through 14 years	120 hours
15 years through 19 years	160 hours
20 years through 25 years	200 hours
25 years or more	230 hours

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

<b>Annual Vacation Entitled To</b>	<b>Credited Hours Per Pay Period</b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
230 hours	8.85 hours

**Section 2. Prior Service Credit/Eligibility.** 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. For bargaining unit members hired after October 1, 2016, vacation service credit shall be based only upon years of completed full-time, uninterrupted service with the Trumbull County Engineer's Office and no other prior service of any kind shall be credited for vacation purposes.

**Section 3. Scheduling/Minimum Increments/Minimum Notice Requirement.** Vacations may be scheduled any time of the year so long as such time is agreed upon by the Employer and

the employee. The Employer reserves the right to deny, limit, or otherwise restrict vacation requests if workload requirements so mandate. Vacation requests for the following year shall be submitted to the Employer by November 30 of the year before which scheduling requests are being taken, and all employees shall be required to pre-schedule vacation as follows:

Annual Vacation Entitlement	Prescheduling Requirement
80 hours	40 hours
120 hours	80 hours
160 hours	120 hours
200 hours	160 hours
230 hours	160 hours

For prescheduling, employees will be required to preschedule the requisite hours during the month of November based on seniority, but in a rotating basis, with the most senior member being required to schedule off the applicable amount of required time in a full week increment first, then the next senior member shall schedule a full week off, and the process shall continue in that fashion through the vacation roster. Once the initial week has been scheduled off, the process shall repeat until all required prescheduled time is placed on the schedule. Those supplemental requests submitted during this prescheduling period (but after the required prescheduling amount) shall be evaluated and approved on the basis of bargaining unit seniority, but subject to the operational needs of the Employer. The Employer shall normally post the vacation schedule in January for the upcoming year. Once the vacation schedule is posted, subsequent vacation requests shall be submitted and approved on a first-come, first-serve basis, subject to the operational needs of the Employer and the notice provisions of this Article.

Vacation shall be requested and must be taken in full week increments, except that each employee may make single day vacation requests for up to five (5) vacation days. Vacation requests for full weeks take precedence over single day requests during the prescheduling period. Following the prescheduling period, employees must submit vacation requests to the Employer/designee no less than one (1) week prior to the requested vacation. For purposes of winter scheduling (November 1<sup>st</sup> to March 31<sup>st</sup>), the Employer agrees that except where it determines that its operational needs require otherwise, at least one (1) vacation slot will be made available for scheduling each week.

**Section 4. Usage.** Vacation leave may be taken by an employee between the year in which it was earned and next anniversary date of employment. The Employer shall permit the employee to carry vacation from year to year not to exceed three (3) years of accumulation. Employees shall be paid for any vacation leave to their credit which is in excess of the stated accrual, if the employee has been denied vacation during the past twelve (12) months.

**Section 5. Holidays during Vacation Period.** Days specified as holidays in this Agreement will not be charged to an employee's vacation leave.

**Section 6. Payment Upon Separation.** Upon separation from service with the Employer, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and

unused vacation leave to his/her or her credit at the time of separation up to three (3) years. In the case of death of an employee, such unused vacation leave shall be paid to the surviving spouse and/or estate of the employee.

**Section 7. Unused Vacation Time Upon Retirement.** Any employee may let his/her vacation accumulate for a period of no longer than three (3) years. Upon retirement or termination of his/her employment, he shall be paid for his/her accumulated vacation time, not to exceed that amount he would normally accumulate in three (3) years according to The Ohio Revised Code.

## **ARTICLE 26** **PERSONAL LEAVE**

**Section 1. Amount.** Each employee shall receive one (1) personal leave day per year. Additionally, employees may use two (2) sick leave days per calendar year for personal reasons with approval of the Employer. Any sick leave used for personal leave shall not require documentation.

**Section 2. Approval Procedure.** All requests to use personal leave are subject to the operational needs of the Employer. Employees shall submit requests for personal leave with at least seventy-two (72) hours notice to the Employer. Requests to use such time with less notice should be made using the report off procedure under Article 21, Section 6, Sick Leave, but are subject to review and approval of the Employer.

## **ARTICLE 27** **MATERNITY LEAVE**

Upon written request to the Engineer, a pregnant employee shall be granted maternity leave (an unpaid leave of absence) for the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position as evidenced by a certificate from a physician. Such leave shall not include time being requested for purposes of child care following recovery of the employee. A pregnant employee shall be permitted to use any or all accumulated sick leave credit only for the period of time as certified by a physician's certificate, that the employee is unable to work as a result of the pregnancy, childbirth, or other related medical conditions. Any employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period that the employee is unable to perform the substantial and material duties of the position.

## **ARTICLE 28** **LEAVE WITHOUT PAY**

An employee may request, in writing to the Engineer, a personal leave of absence without pay. The authorization of such personal leave may be granted at the discretion of the Employer on a case-by-case basis. Employees who are granted unpaid leave of absence shall be entitled to participate in the Health Insurance Program as defined by the Federal COBRA Law. During

such absences, the employee who chooses to participate is responsible for paying all of the health insurance premiums due for the period of approved absence.

## **ARTICLE 29** **COURT LEAVE/JURY DUTY**

**Section 1. Jury Duty.** The Employer shall grant full pay for on duty hours when an employee is summoned for jury duty by The United States, The State of Ohio, or a political subdivision.

**Section 2. Employment Related Court Appearances.** Employees who are subpoenaed to appear in court as a consequence of their employment with The County Engineer shall also receive full pay for on duty hours they are required to be in court.

**Section 3. Compensation Remittance/Return to Duty.** Remittance of compensation for court or jury duty shall be in accordance with procedures established by The Board of County Commissioners or other responsible county authorities, unless such duty is performed outside of normal working hours. An employee shall report to work if more than three (3) hours remain in the work day after release from jury duty.

## **ARTICLE 30** **HEALTH, SAFETY AND EQUIPMENT**

**Section 1.** Occupational safety and health is the mutual concern of the Employer, Union, and employees. The Employer shall provide safe working conditions, tools, equipment, and work methods for employees. It shall be the duty of all employees to properly use and maintain the safety equipment provided by the Engineer and to follow all safety rules and safe working methods.

**Section 2. Safety Committee.** The Employer and the Union shall establish a Health and Safety Committee. The Committee shall meet no less than four (4) times per year and shall be composed of no more than three (3) representatives appointed by the Employer and three (3) employees appointed by the Union. This Committee shall be co-chaired by a Union and Employer representative. It is recognized that disputes concerning health and safety are proper matters for the grievance procedure. The responsibilities of the Committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles, and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
- C. Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.



D. Make such recommendations as it deems necessary regarding safe work practices and methods, equipment, tools, and facilities.

E. The Committee's responsibility in general is to drive the safety program.

The recommendations of the Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

**Section 3.** Any time an employee is directed to perform a job out of their classification for which they feel they are not qualified or do not have the proper training, he/she will perform said duty, but may inform the immediate supervisor that the work is being done under protest and at that point will proceed through the grievance procedure with the protest. However, if the employee believes he is being required to perform a job which poses a threat to his/her personal safety, he may further protest the job assignment in accordance with this Section.

Employees shall report promptly to their immediate supervisor conditions alleged to be unsafe. The supervisor shall investigate the report and correct the condition if necessary. If the employee is not satisfied that the condition has been corrected, the matter will be referred to the employee's respective department head who shall make the final determination as to the safe condition of the workplace or job assignment. If an employee disagrees with Management's determination, the employee may appeal through the grievance procedure. No employee shall be disciplined for reporting in good faith, unsafe conditions to the management.

**Section 4. Provided Uniforms/Equipment.** The following uniform and equipment items shall be on hand at the Employer's facility for use, from time to time by employees, as needed and returned:

- A. Ear Muffs
- B. Safety Goggles
- C. Sand Blast Hood
- D. Filter Respirator
- E. Hard Hat
- F. Rubber construction boots
- G. Such other items as may be determined necessary by the Highway Department Superintendent.

**Section 5. Protective Eyewear.** The Engineer agrees to provide prescription safety glasses for mechanics, blacksmith, and bridge crew personnel, pursuant to the following conditions:

- A. Employees shall be responsible for their own prescriptions;
- B. The cost to the Employer shall not exceed thirty-six (\$36.00) dollars;
- C. Employees must submit a written request indicating the circumstances warranting the issuance of safety glasses;

The issuance of prescription safety glasses shall be at the discretion of the Employer. However, reasonable requests shall not be refused.

**Section 6. Mandatory Eyewear.** Prescription glasses shall be worn by mechanic, blacksmith, and bridge crew personnel during all working hours. Other non-mechanical personnel shall wear protective shields (over their glasses) or non-prescription safety glasses provided by management when entering the shop area.

**Section 7. Hepatitis Vaccinations.** Employees assigned to positions where they are at risk of hepatitis shall be provided an opportunity to have a hepatitis vaccination at no cost to them provided the employee receives the vaccination at the County Board of Health.

**Section 8. First Aid Equipment.** Adequate first aid equipment shall be provided.

## **ARTICLE 31** **INSURANCE**

**Section 1. Health Insurance.** The Employer agrees to provide full-time bargaining unit employees with medical insurance (and ancillary coverage) under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer after discussions with the union in consideration of projected costs, market availability of coverages, and utilization during renewal periods. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change during renewal periods. The Employer will meet with the Union through the insurance committee structure prior to the implementation of a new plan and/or carrier to discuss new plan design. Eligible employees may elect the base or alternate plan(s), if offered, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

**Section 2. Employee Contribution/Increases.** Bargaining unit members shall contribute the following base amounts towards health insurance premiums: single coverage \$78.25 per pay, family coverage \$156.50 per pay. Prior to making any adjustment in designated contribution rates, the Employer will notify the union and meet to discuss the pending adjustment through the insurance committee structure.

Annually, premium cost increases up to five percent (5%) shall be borne by the Employer. Should there be cost increases that go beyond five percent (5%), the Health Insurance Committee shall be convened for the purpose of reducing the increase to five percent (5%). If the Health Insurance Committee is unable to reduce the increase in premium costs to five percent (5%) or less, bargaining unit employees will be required to make additional premium payments beyond five percent (5%).

**Section 3. Life Insurance.** The Employer shall provide a twenty thousand dollar (\$20,000.00) term life insurance policy with death and dismemberment.

**Section 4. Dental Insurance.** The Employer shall pay the full cost of a dental insurance plan.

**Section 5. Vision Insurance.** Vision insurance will continue to be provided at no cost to employees unless an adjustment is mutually agreed to by the parties via the insurance committee structure or subsequent negotiations.

**Section 6. Compensation in Lieu of Insurance.** Upon establishing to the satisfaction of the Employer that the Employee is covered by adequate insurance from other sources, each employee shall have a one-time right (in the absence of extenuating circumstances) to elect in writing that the employee be removed as a covered insured from the health insurance plan coverage described in this Article, in which event the employee shall be removed from the list of insured for such insurance coverage and shall be entitled to receive in lieu thereof one-half of the cost the Employer (up to a yearly maximum of \$2,500.00) otherwise would have expended during the period of active employment of said employee where coverage is rejected by the employee, which amount shall be paid to the employee with the employee's payroll checks in accordance with established County Auditor payroll procedures. These payments will not accrue for any period the employee is on Workers' Compensation. Any such election by an employee must be made in writing and shall be effective the following first day of the month. An employee who has made such an election shall have a one-time right, which must be exercised in writing, to become covered again by the insurance coverage afforded all other bargaining unit employees, by giving the Employer at least thirty (30) days prior notice, in which event coverage will be reinstated effective the first day of the month which follows said thirty (30) day prior notice. If State or Federal Legislation is enacted which establishes a medical coverage program requiring contribution by employers to a fund or private or public coverage plan in lieu of the current plan, this Section 6 shall be null and void.

**Section 7. Health Insurance Committee.** An eight-member insurance committee shall be formed consisting of equal numbers of management and the bargaining unit. The committee will have the task of recommending cost saving measures to the Trumbull County Engineer and considering alternatives to help defray rising health care cost. The Health Insurance Committee shall meet immediately after the ratification of the Agreement and on a regular basis to reduce health care costs. The time of the meetings shall be set by mutual agreement. The committee shall have access to relevant claims information (subject to any privacy restrictions) and brokers in fulfilling its functions. The Health Insurance Committee shall meet monthly beginning with the first full month following ratification of the Agreement.

**ARTICLE 32**  
**WAGES**

**Section 1. PERS Contributions.** For those employees hired prior to July 1, 2016, the Employer shall continue to pay four percent (4%) of the employee's share of the PERS payment. All employees hired after July 1, 2016, shall be required to contribute the statutorily required employee pension contribution.

**Section 2. General Wage Increases.** During the term of the agreement, employees will be eligible to receive compensation as provided herein. Increases during the term of the contract are agreed to be one percent (1.0%) upon ratification, one and one-half percent (1.5%) effective the first full pay following January 1, 2022, and one and one-half percent (1.5%) effective the first full pay following January 1, 2023 as set forth below and administered as provided under the terms of the parties' Agreement:

First full pay following ratification	1.50%
First full pay period following 1/1/2022	1.75%
First full pay period following 1/1/2023	1.75%

The wage scale is set forth in Appendix A and shall remain in effect for the duration of this Agreement.

**Section 3. Wage Schedule Administration/Advanced Placement on Schedule.** At the discretion of the Employer, a newly or recently hired employee may be placed at or elevated to a wage step commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. The step placement and/or advancement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

**Section 4. Annual Longevity Bonus.** For those employees hired prior to July 1, 2016, upon completion of ten (10) or more years of service, employees shall receive an annual longevity bonus equal to four dollars (\$4.00) for each year of service completed up to a maximum of thirty (30) years. Example: a ten (10) year employee would receive a bonus of \$480.00 (\$4.00 x 10 years' x 12 months. Those bargaining unit employees who are currently receiving the longevity bonus and have between five (5) and ten (10) years of service as of July 1, 2013, shall continue to receive the annual longevity bonus at the three dollar (\$3.00) rate until they reach ten (10) years of service. There shall be one payment for all employees, with regard to longevity which will be the first pay of December. There shall be no longevity payments for employees hired after July 1, 2016.

**ARTICLE 33**  
**BOOT/TOOL ALLOWANCE**

**Section 1. Boot Allowance.** The Engineer shall provide all employees with a two-hundred dollar (\$200.00) allowance for clothing and boots in each year of the contract.

**Section 2. Tool Allowance.** The Engineer shall provide mechanics and welders with a tool allowance of two-hundred fifty dollars (\$250.00) and one-hundred fifty dollars (\$150.00), respectively, in each year of the contract.

**ARTICLE 34**  
**OUT OF CLASSIFICATION PAY**

**Section 1.** The Union and Engineer acknowledge and agree that the Engineer has the right to require employees from time to time to work in jobs of a lower classification without a reduction in pay and that the Engineer has the right to require employees to work in a job of a higher classification, provided the employee has the required license and skills. If an employee is required to work in a higher classification, the employee shall be entitled to be paid the higher wage for all hours worked during that shift/workday.

**Section 2. Temporary Crew Chief.** Employees assigned by the Superintendent to fill in for a road crew foreman and actually perform such duties for more than one-half (1/2) of the work day shall receive Foreman II rate. Assignments shall generally be made from employees within that crew. Employees whose job already requires temporary crew leader duties (e.g., hoseman) shall not be eligible for pay under this provision.

**ARTICLE 35**  
**IUOE TRAINING PROGRAM**

**Section 1. Training Program.** The Trumbull County Engineer's Office agrees to allocate \$15,000 annually to the IUOE for a safety/training program. Payments for the IUOE Training Program shall be made semi-annually with \$7,500 paid in January and \$7,500 paid in July. The IUOE will provide four (4) days of dedicated safety/training for TCEO personnel on-site. The Training Program is subject to the review and discretion of the Employer for effectiveness and may be discontinued at the Employer's sole and exclusive discretion if the Engineer determines the program is not meeting the operational needs of the organization.

**ARTICLE 36**  
**EDUCATIONAL INCENTIVE PAYMENT**

1. The possession or acquisition of either the "EIT," Engineer in Training or the "SIT," Surveyor in Training, certification will entitle employees to receive a one-time \$550.00 bonus for the successful passage of each.

2. The possession or acquisition of either a "P.S.," Professional Surveyor, or a "P.E.," Professional Engineer, license will entitle employees to receive a \$1,100.00 per year payment for each year the license is held in good standing.
3. The possession or acquisition of an associate degree in an engineering related field from an accredited college or university will entitle employees to receive a \$275.00 per year payment.
4. The possession or acquisition of a bachelors' degree in an engineering related field from an accredited college or university will entitle employees to receive a \$550.00 per year payment.
5. The possession or acquisition of a master's degree in an engineering related field from an accredited college or university will entitle employees to receive a \$825.00 per year payment.
  - Final decisions as to whether a degree shall qualify in an engineering related field shall be at the sole discretion of the Trumbull County Engineer.
  - Employees may receive no more than one educational incentive payment per year and payment shall be at the highest payment level according to the educational level achieved.
  - Payment(s) for bonus above shall be made within thirty (30) days from the time of the acquisition.
  - Payment(s) for all other incentives above shall be made on the final pay of the year.

#### ENGINEERING TECH 3, 4, and 5

- A. An Engineering Tech 3 must possess an associate's degree from an accredited college or university in the field of engineering, and/or two years' experience in a job related field.
- B. An Engineering Tech 4 must possess a bachelor's degree from an accredited college or university in the field of engineering, and/or five years' experience in a job related field.
- C. An Engineering Tech 5 must possess a bachelor's degree from an accredited college or university in the field of civil engineering.

### **ARTICLE 37** **INSURABILITY OF EMPLOYEES**

**Section 1.** During the life of this agreement, any employee who is required to operate an Employer vehicle as a part of his or her job duties must remain at all times insurable under the Employer's regular policy of insurance. Whenever the Employer is notified regarding an individual's inability to be insured, the Employer will be notified in writing and shall be afforded the opportunity to provide information that concerns their insurability.

**Section 2.** Any employee who cannot qualify as insurable under the Employer's regular policy of insurance may be reduced or reassigned to another vacant position, at the Employer's discretion, the duties of which do not require insurability. At any time after the employee is reduced/reassigned to a vacant position, the Employer, at its sole and exclusive discretion, may place the employee on an unpaid leave of absence for any reason under Section 3 of this article or place the employee on layoff status.

**Section 3.** If there is no vacant position into which the employee can be placed under Section 2 of this article, or the Employer exercises its discretion not to place an employee in a vacant position, then the employee may request to be placed on an eighteen (18) month leave of absence without pay. If at the end of the leave of absence the employee is still unable to be insured, he shall be terminated from his position for failing to remain qualified to perform the duties of his position. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

**Section 4.** On matters of insurability, the decision of the insurance carrier shall be final and binding, and an employee affected under this system may not grieve the Employer's choice of options, or any other matter in this Article.

## **ARTICLE 38** **CDL/LICENSURE/ACCREDITATION/CERTIFICATION**

**Section 1.** As a condition of continued employment, employees whose classifications so require shall be required to maintain a valid Ohio Commercial Driver's License (CDL). Additionally, any classification for which a CDL becomes a necessary requirement during the term of this agreement shall be subject to the terms set forth herein.

**Section 2. Failure to Maintain Licensure.** Should any employee who is required to maintain a valid CDL fail to do so, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a temporary voluntary reduction. If the Employer determines that a vacancy exists in a lower level classification for which the requesting employee is presently qualified to perform the essential duties of the position, without further training, the employee may be placed in the lower level position not requiring CDL licensure as a temporary voluntary reduction at the Employer's discretion.

Where the employee requests a reduction and the Employer, at its sole and exclusive discretion, determines a temporary reduction will not be offered, the employee shall be placed on a limited unpaid leave of absence, not to exceed eighteen (18) months, or will be terminated from employment.

At any point should the Employer determine that the continuation of a temporary voluntary reduction is inconsistent with its operational needs, the employee may be placed on an unpaid leave of absence due to his failure to remain appropriately qualified for his permanent job classification. All voluntary reductions are intended to be temporary in nature and may be limited or discontinued at the sole and exclusive discretion of the Employer. The determination of whether or not a voluntary reduction is offered or continued is not subject to the grievance procedure.

## **ARTICLE 39** **INTERIM REPLACEMENT EMPLOYEES**

**Section 1. Interim Replacement Hires.** Where an employee is placed on a leave of absence for any reason, due to loss of insurability or licensure, or the employee is otherwise unavailable to perform his regular job duties, the Employer may hire an interim replacement worker to perform the employee's normal position. Prior to doing so it will first offer qualified bargaining unit members the opportunity to fill in for the temporary absence. The interim replacement shall be considered part of the bargaining unit after ninety (90) working days, and he shall be eligible to pay dues under Article 4 of the Agreement, but otherwise, all of his rights and obligations shall only be governed by this Article.

**Section 2. Replacement Hire Job Status/Benefit Eligibility.** The interim replacement worker shall have the right to be paid the entry wage for the position only, but the Employer at its discretion may adjust that amount based on increases or wage supplements available to unit members and subject to the limitations of the parties' agreement. The interim replacement worker shall be entitled to insurance benefits should he qualify for such and overtime pay for hours physically worked as is required under the Fair Labor Standards Act (FLSA), but shall have no other rights under the contract to sick leave, vacation, holiday pay, overtime rotations, or any other benefit. The Employer shall be able to schedule the interim replacement in accordance with the Agreement. The interim replacement worker will be considered a probationary employee during the entire time that he is classified by the Employer, at its sole and exclusive discretion, as an interim replacement, and shall have no right to appeal any disciplinary action or job retention rights.

**Section 3. Replacement Duration/Limitations.** Regardless of the result or status of the normal employee's unpaid leave of absence (e.g., the employee becomes insurable, the employee does not become insurable, etc.), the Employer may at its discretion either discontinue the employment of the interim replacement at any time or elect to convert the replacement to a regular full-time employee. If the interim replacement worker is converted to regular full-time status prior to maximum usage period under this section, another interim replacement may be hired for the purposes of filling the balance of the interim replacement period. The duration that the Employer may classify an employee as replacement interim shall be limited to the greater of eighteen (18) months or the length of the temporary leave of absence or voluntary reduction of the member for whom the interim replacement is brought in to cover plus thirty (30) calendar days. Nothing in this section precludes the Employer from declining to retain the interim



replacement worker at the conclusion of the interim replacement period and subsequently offering the worker employment in another status with the office (e.g., part-time, etc.).

**Section 4. Conversion to Full-time Status.** In the event that an interim replacement is converted to regular full-time status, he shall not be required to serve a new probationary period. Service time for the purposes of vacation leave shall be based on the date that the worker began service with the Trumbull County Engineer's Office as a replacement, interim employee. Seniority, shall also be calculated to include the interim replacement service, in addition to that accrued from the date of hire as a regular full-time employee.

#### **ARTICLE 40** **APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The intent of this Agreement is to supersede the Ohio Civil Service laws and the Ohio Revised Code, except where specifically referenced and authorized. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor Rules and Regulations of the Department of Administrative Services, nor County Personnel Department (if applicable), pertaining to wages, hours, terms, and other conditions of employment, shall apply to bargaining unit employees where such matter has been generally or specifically addressed by this agreement.

**Section 2.** Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

#### **ARTICLE 41** **WAIVER IN CASE OF EMERGENCY**

**Section 1. Waiver in Case of Emergency.** In cases of emergency applicable to the Employer's operations declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances;
- B. all work rules and/or provisions of agreements and practices relating to the assignment or scheduling of work of all employees; and/or
- C. any other provision so designated by the Employer as being necessary for the safe and effective delivery of public services during the term of the declared emergency.

**Section 2. Termination of Emergency.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 42**  
**SEVERABILITY**

**Section 1. Severability.** If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**Section 2.** In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

**ARTICLE 43**  
**ZIPPER CLAUSE/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union. The Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 2, Management Rights.

**Section 2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation, and if requested, meet with the Union to discuss the matter. The Employer may unilaterally implement such action after discussions have taken place and/or concluded or fifteen (15) calendar days after notice has been given if no discussions have been requested.

**ARTICLE 44**  
**DURATION**

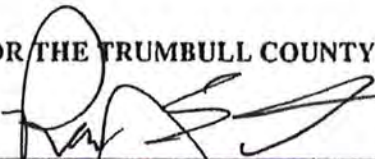
**Section 1.** This Agreement is effective as of 12:01 a.m. July 1, 2021, and shall continue in full force and effect from that date to 11:59 p.m., June 30, 2024, and unless either party hereto shall within sixty (60) days of the expiration date of this Agreement notify the other party in writing

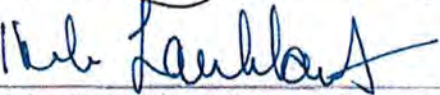
by certified mail with return receipt, of a desire to change, alter, or amend any portion of this Agreement, or terminate the entire Agreement, said Agreement shall remain effective from year to year thereafter.

**SIGNATURE PAGE**


This Agreement is signed and entered into on this 13<sup>th</sup> day of JANUARY, 2021<sup>2</sup> and is hereby in full force and effect.

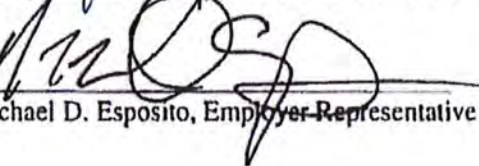
**FOR THE TRUMBULL COUNTY**

  
Randy Smith, P.E., P.S., Trumbull Co. Engineer

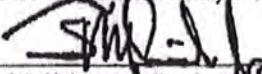
  
Herb Laukhart, Dir. of Finance & Personnel


  
Tom Klejka, Highway Superintendent

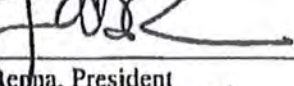
  
Jeffery Goodman, Esq., Personnel Consultant

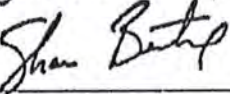
  
Michael D. Esposito, Employer Representative

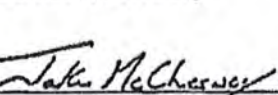
**FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 66**

  
Thomas C. Melisko, Jr., Business Manager

  
Larry Cardillo, Business Representative  
Chief Negotiator

  
Jesse DiPerna, President

  
Shawn Bertiaux, Secretary

  
Jake McChesney, Business Representative

**APPROVED TO FORM:**

  
Dennis Watkins  
County Prosecutor

**APPENDIX A**  
**WAGE SCHEDULE**

		1.5% General Wage Increase									
First Full Pay Following Ratification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>SERIES 1</b>	Entry	After 1 yr. FT	After 2 yrs FT	After 3 yrs FT	After 4 yrs FT	After 5 yrs FT	After 6 yrs FT	After 7 yrs FT	After 8 yrs FT	After 9 yrs FT	After 10 yrs FT
EQUIPMENT OPERATOR	\$13.84	\$14.43	\$15.02	\$15.61	\$16.21	\$16.80	\$17.79	\$18.78	\$19.76	\$20.56	\$21.19
TRUCK DRIVER 2	\$13.38	\$13.95	\$14.52	\$15.09	\$15.67	\$16.24	\$17.19	\$18.16	\$19.11	\$19.88	\$20.48
TRUCK DRIVER 1	\$13.07	\$13.63	\$14.20	\$14.76	\$15.32	\$15.87	\$16.81	\$17.74	\$18.68	\$19.44	\$20.03
HOSEMAN	\$13.11	\$13.67	\$14.23	\$14.80	\$15.36	\$15.92	\$16.86	\$17.79	\$18.73	\$19.49	\$20.08
PARTS HELPER	\$12.78	\$13.33	\$13.88	\$14.42	\$14.97	\$15.52	\$16.43	\$17.35	\$18.26	\$19.00	\$19.57
SIGN HELPER	\$12.78	\$13.33	\$13.88	\$14.42	\$14.97	\$15.52	\$16.43	\$17.35	\$18.26	\$19.00	\$19.57
LABOR 2	\$12.78	\$13.33	\$13.88	\$14.42	\$14.97	\$15.52	\$16.43	\$17.35	\$18.26	\$19.00	\$19.57
LABOR 1	\$12.26	\$12.79	\$13.32	\$13.84	\$14.36	\$14.89	\$15.76	\$16.65	\$17.52	\$18.23	\$18.78
<b>SERIES 2</b>											
MASTER MECHANIC	\$14.46	\$15.08	\$15.70	\$16.33	\$16.95	\$17.57	\$18.61	\$19.63	\$20.67	\$21.51	\$22.16
MECHANIC 2	\$14.15	\$14.75	\$15.36	\$15.97	\$16.56	\$17.17	\$18.19	\$19.19	\$20.21	\$21.03	\$21.66
MECHANIC 1	\$13.84	\$14.43	\$15.02	\$15.61	\$16.21	\$16.80	\$17.79	\$18.78	\$19.76	\$20.56	\$21.19
<b>SERIES 3</b>											
MAINT. SUPERVISOR	\$14.53	\$15.15	\$15.77	\$16.40	\$17.02	\$17.64	\$18.69	\$19.72	\$20.76	\$21.60	\$22.26
FOREMAN 2	\$14.53	\$15.15	\$15.77	\$16.40	\$17.02	\$17.64	\$18.69	\$19.72	\$20.76	\$21.60	\$22.26
PARTS SUPERVISOR	\$14.15	\$14.75	\$15.36	\$15.96	\$16.57	\$17.17	\$18.19	\$19.19	\$20.21	\$21.03	\$21.66
FOREMAN 1	\$13.84	\$14.43	\$15.03	\$15.62	\$16.22	\$16.81	\$17.80	\$18.79	\$19.78	\$20.57	\$21.20
<b>SERIES 4</b>											
FAB/EQUIP WELDER	\$14.26	\$14.87	\$15.48	\$16.09	\$16.70	\$17.31	\$18.33	\$19.35	\$20.37	\$21.20	\$21.84
<b>SERIES 5</b>											
SECRETARY 2	\$12.83	\$13.39	\$13.94	\$14.49	\$15.04	\$15.59	\$16.50	\$17.43	\$18.34	\$19.09	\$19.66
SECRETARY 1	\$12.38	\$12.91	\$13.44	\$13.97	\$14.51	\$15.03	\$15.92	\$16.80	\$17.68	\$18.40	\$18.96
<b>SERIES 6</b>											
ENGINEERING TECH 5	\$15.41	\$16.07	\$16.73	\$17.39	\$18.05	\$18.71	\$19.81	\$20.91	\$22.01	\$22.91	\$23.60
ENGINEERING TECH 4	\$15.30	\$15.95	\$16.61	\$17.26	\$17.91	\$18.56	\$19.66	\$20.76	\$21.84	\$22.74	\$23.42
ENGINEERING TECH 3	\$14.53	\$15.15	\$15.77	\$16.40	\$17.02	\$17.64	\$18.69	\$19.72	\$20.76	\$21.60	\$22.26
ENGINEERING TECH 2	\$13.62	\$14.21	\$14.80	\$15.38	\$15.97	\$16.54	\$17.52	\$18.49	\$19.47	\$20.26	\$20.87
ENGINEERING TECH 1	\$12.93	\$13.48	\$14.03	\$14.59	\$15.14	\$15.69	\$16.62	\$17.54	\$18.46	\$19.21	\$19.79

**APPENDIX A**  
**WAGE SCHEDULE (Continued)**

		1.75% General Wage Increase									
First Full Pay Following 1/1/2022		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>SERIES 1</b>	<b>Entry</b>	<b>After 1 yr. FT</b>	<b>After 2 yrs FT</b>	<b>After 3 yrs FT</b>	<b>After 4 yrs FT</b>	<b>After 5 yrs FT</b>	<b>After 6 yrs FT</b>	<b>After 7 yrs FT</b>	<b>After 8 yrs FT</b>	<b>After 9 yrs FT</b>	<b>After 10 yrs FT</b>
EQUIPMENT OPERATOR	\$14.08	\$14.68	\$15.28	\$15.88	\$16.49	\$17.09	\$18.10	\$19.11	\$20.11	\$20.92	\$21.56
TRUCK DRIVER 2	\$13.61	\$14.19	\$14.77	\$15.35	\$15.94	\$16.52	\$17.49	\$18.48	\$19.44	\$20.23	\$20.84
TRUCK DRIVER 1	\$13.30	\$13.87	\$14.45	\$15.02	\$15.59	\$16.15	\$17.10	\$18.05	\$19.01	\$19.78	\$20.38
HOSEMAN	\$13.34	\$13.91	\$14.48	\$15.06	\$15.63	\$16.20	\$17.16	\$18.10	\$19.06	\$19.83	\$20.43
PARTS HELPER	\$13.00	\$13.56	\$14.12	\$14.67	\$15.23	\$15.79	\$16.72	\$17.65	\$18.58	\$19.33	\$19.91
SIGN HELPER	\$13.00	\$13.56	\$14.12	\$14.67	\$15.23	\$15.79	\$16.72	\$17.65	\$18.58	\$19.33	\$19.91
LABOR 2	\$13.00	\$13.56	\$14.12	\$14.67	\$15.23	\$15.79	\$16.72	\$17.65	\$18.58	\$19.33	\$19.91
LABOR 1	\$12.47	\$13.01	\$13.55	\$14.08	\$14.61	\$15.15	\$16.04	\$16.94	\$17.83	\$18.55	\$19.11
<b>SERIES 2</b>											
MASTER MECHANIC	\$14.71	\$15.34	\$15.97	\$16.62	\$17.25	\$17.88	\$18.94	\$19.97	\$21.03	\$21.89	\$22.55
MECHANIC 2	\$14.40	\$15.01	\$15.63	\$16.25	\$16.85	\$17.47	\$18.51	\$19.53	\$20.56	\$21.40	\$22.04
MECHANIC 1	\$14.08	\$14.68	\$15.28	\$15.88	\$16.49	\$17.09	\$18.10	\$19.11	\$20.11	\$20.92	\$21.56
<b>SERIES 3</b>											
MAINT. SUPERVISOR	\$14.78	\$15.42	\$16.05	\$16.69	\$17.32	\$17.95	\$19.02	\$20.07	\$21.12	\$21.98	\$22.65
FOREMAN 2	\$14.78	\$15.42	\$16.05	\$16.69	\$17.32	\$17.95	\$19.02	\$20.07	\$21.12	\$21.98	\$22.65
PARTS SUPERVISOR	\$14.40	\$15.01	\$15.63	\$16.24	\$16.86	\$17.47	\$18.51	\$19.53	\$20.56	\$21.40	\$22.04
FOREMAN 1	\$14.08	\$14.68	\$15.29	\$15.89	\$16.50	\$17.10	\$18.11	\$19.12	\$20.13	\$20.93	\$21.57
<b>SERIES 4</b>											
FAB/EQUIP WELDER	\$14.51	\$15.13	\$15.75	\$16.37	\$16.99	\$17.61	\$18.65	\$19.69	\$20.73	\$21.57	\$22.22
<b>SERIES 5</b>											
SECRETARY 2	\$13.05	\$13.62	\$14.18	\$14.74	\$15.30	\$15.86	\$16.79	\$17.74	\$18.66	\$19.42	\$20.00
SECRETARY 1	\$12.60	\$13.14	\$13.68	\$14.21	\$14.76	\$15.29	\$16.20	\$17.09	\$17.99	\$18.72	\$19.29
<b>SERIES 6</b>											
ENGINEERING TECH 5	\$15.68	\$16.35	\$17.02	\$17.69	\$18.37	\$19.04	\$20.16	\$21.28	\$22.40	\$23.31	\$24.01
ENGINEERING TECH 4	\$15.57	\$16.23	\$16.90	\$17.56	\$18.22	\$18.88	\$20.00	\$21.12	\$22.22	\$23.14	\$23.83
ENGINEERING TECH 3	\$14.78	\$15.42	\$16.05	\$16.69	\$17.32	\$17.95	\$19.02	\$20.07	\$21.12	\$21.98	\$22.65
ENGINEERING TECH 2	\$13.86	\$14.46	\$15.06	\$15.65	\$16.25	\$16.83	\$17.83	\$18.81	\$19.81	\$20.61	\$21.24
ENGINEERING TECH 1	\$13.16	\$13.72	\$14.28	\$14.85	\$15.41	\$15.96	\$16.91	\$17.85	\$18.78	\$19.55	\$20.14

**APPENDIX A**  
**WAGE SCHEDULE (Continued)**

		1.75% General Wage Increase									
First Full Pay Following 1/1/2023		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>SERIES 1</b>	Entry	After 1 yr. FT	After 2 yrs FT	After 3 yrs FT	After 4 yrs FT	After 5 yrs FT	After 6 yrs FT	After 7 yrs FT	After 8 yrs FT	After 9 yrs FT	After 10 yrs FT
EQUIPMENT OPERATOR	\$14.33	\$14.94	\$15.55	\$16.16	\$16.78	\$17.39	\$18.42	\$19.44	\$20.46	\$21.29	\$21.94
TRUCK DRIVER 2	\$13.85	\$14.44	\$15.03	\$15.62	\$16.22	\$16.81	\$17.80	\$18.80	\$19.78	\$20.58	\$21.20
TRUCK DRIVER 1	\$13.53	\$14.11	\$14.70	\$15.28	\$15.86	\$16.43	\$17.40	\$18.37	\$19.34	\$20.13	\$20.74
HOSEMAN	\$13.57	\$14.15	\$14.73	\$15.32	\$15.90	\$16.48	\$17.46	\$18.42	\$19.39	\$20.18	\$20.79
PARTS HELPER	\$13.23	\$13.80	\$14.37	\$14.93	\$15.50	\$16.07	\$17.01	\$17.96	\$18.91	\$19.67	\$20.26
SIGN HELPER	\$13.23	\$13.80	\$14.37	\$14.93	\$15.50	\$16.07	\$17.01	\$17.96	\$18.91	\$19.67	\$20.26
LABOR 2	\$13.23	\$13.80	\$14.37	\$14.93	\$15.50	\$16.07	\$17.01	\$17.96	\$18.91	\$19.67	\$20.26
LABOR 1	\$12.69	\$13.24	\$13.79	\$14.33	\$14.87	\$15.42	\$16.32	\$17.24	\$18.14	\$18.87	\$19.44
<b>SERIES 2</b>											
MASTER MECHANIC	\$14.97	\$15.61	\$16.25	\$16.91	\$17.55	\$18.19	\$19.27	\$20.32	\$21.40	\$22.27	\$22.94
MECHANIC 2	\$14.65	\$15.27	\$15.90	\$16.53	\$17.14	\$17.78	\$18.83	\$19.87	\$20.92	\$21.77	\$22.43
MECHANIC 1	\$14.33	\$14.94	\$15.55	\$16.16	\$16.78	\$17.39	\$18.42	\$19.44	\$20.46	\$21.29	\$21.94
<b>SERIES 3</b>											
MAINT. SUPERVISOR	\$15.04	\$15.69	\$16.33	\$16.98	\$17.62	\$18.26	\$19.35	\$20.42	\$21.49	\$22.36	\$23.05
FOREMAN 2	\$15.04	\$15.69	\$16.33	\$16.98	\$17.62	\$18.26	\$19.35	\$20.42	\$21.49	\$22.36	\$23.05
PARTS SUPERVISOR	\$14.65	\$15.27	\$15.90	\$16.52	\$17.16	\$17.78	\$18.83	\$19.87	\$20.92	\$21.77	\$22.43
FOREMAN 1	\$14.33	\$14.94	\$15.56	\$16.17	\$16.79	\$17.40	\$18.43	\$19.45	\$20.48	\$21.30	\$21.95
<b>SERIES 4</b>											
FAB/EQUIP WELDER	\$14.76	\$15.39	\$16.03	\$16.66	\$17.29	\$17.92	\$18.98	\$20.03	\$21.09	\$21.95	\$22.61
<b>SERIES 5</b>											
SECRETARY 2	\$13.28	\$13.86	\$14.43	\$15.00	\$15.57	\$16.14	\$17.08	\$18.05	\$18.99	\$19.76	\$20.35
SECRETARY 1	\$12.82	\$13.37	\$13.92	\$14.46	\$15.02	\$15.56	\$16.48	\$17.39	\$18.30	\$19.05	\$19.63
<b>SERIES 6</b>											
ENGINEERING TECH 5	\$15.95	\$16.64	\$17.32	\$18.00	\$18.69	\$19.37	\$20.51	\$21.65	\$22.79	\$23.72	\$24.43
ENGINEERING TECH 4	\$15.84	\$16.51	\$17.20	\$17.87	\$18.54	\$19.21	\$20.35	\$21.49	\$22.61	\$23.55	\$24.25
ENGINEERING TECH 3	\$15.04	\$15.69	\$16.33	\$16.98	\$17.62	\$18.26	\$19.35	\$20.42	\$21.49	\$22.36	\$23.05
ENGINEERING TECH 2	\$14.10	\$14.71	\$15.32	\$15.92	\$16.53	\$17.12	\$18.14	\$19.14	\$20.16	\$20.97	\$21.61
ENGINEERING TECH 1	\$13.39	\$13.96	\$14.53	\$15.11	\$15.68	\$16.24	\$17.21	\$18.16	\$19.11	\$19.89	\$20.49

**APPENDIX B**  
**BARGAINING UNIT CLASSIFICATIONS**

**SERIES 1**

EQUIPMENT OPERATOR 1  
TRUCK DRIVER 2  
TRUCK DRIVER 1  
HOSEMAN  
PARTS HELPER  
SIGN HELPER  
LABOR2  
LABOR 1

**SERIES 2**

MASTER MECHANIC  
MECHANIC 2  
MECHANIC 1

**SERIES 3**

FOREMAN 2  
MAINTENANCE SUPERVISOR  
FOREMAN 1

**SERIES 4**

FABRICATION/EQUIPMENT WELDER

**SERIES 6**

ENGINEERING TECHNICIAN 5  
ENGINEERING TECHNICIAN 4  
ENGINEERING TECHNICIAN 3  
ENGINEERING TECHNICIAN 2  
ENGINEERING TECHNICIAN 1



**APPENDIX C**  
**PAYROLL DEDUCTION AUTHORIZATION FORM**