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Tuscarawas Co Engineer & AFSCME Local 2308 CBA – Final



**AGREEMENT BETWEEN THE
TUSCARAWAS COUNTY ENGINEER
AND
AFSCME, OHIO COUNCIL 8
LOCAL 2308 (AFL-CIO)**

**Effective March 3, 2022 through March 2, 2025
SERB Case #2021-MED-12-1569**

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**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1. Purpose. The Tuscarawas County Engineer, hereinafter referred to as the “Employer,” and the American Federation of State, County and Municipal Employees, Ohio Council 8, and Local 2308, hereinafter referred to as the “Union,” agree to be bound by the following wages, hours, terms and other conditions of employment as they relate to all employees of the Employer in the bargaining unit as hereinafter defined.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1. Bargaining Unit and Exclusions. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit, certified in SERB Case # 07-REP-12-0174, in reference to wages, hours, and terms and conditions of employment in the following unit:

Included: All employees of the Tuscarawas County Engineer including: Mechanic 1 and 2, Highway Maintenance Worker 1, 2, and 3, Account Clerk/Mechanical Stores Clerk, and any other employees in the above classifications who work more than five hundred sixty (560) hours per year.

Excluded: All management level employees, professional employees, confidential employees and supervisors as defined in the Act including: County Engineer, Chief Deputy Engineer, Tax Map Drafting Supervisor, Garage Superintendent, Highway Maintenance Superintendent, Highway Maintenance Foreman, Bridge Maintenance Foreman, Inspector-Federal A.I.P./Surveyor, Account Clerk to the County Engineer, intermittent, casual and seasonal employees who work less than five hundred sixty (560) hours per year.

**ARTICLE 3
NEW JOB CLASSIFICATIONS**

Section 3.1. New Classifications. In the event the Employer, subsequent to the SERB certification (Article 2 of this Agreement), creates any new job classifications or job titles within the Tuscarawas County Road and Bridge Department, the Employer, upon request from the Union, will meet promptly with the Union for purposes of discussing whether or not such new job classifications or job titles shall be included in or excluded from the bargaining unit. In the event the parties are unable to agree, the question of including or excluding the new classification or job title shall be submitted jointly by the parties to the State Employment Relations Board (SERB), whose determination will be final and binding upon the parties.

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ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer, including, but not limited to, the right and responsibility to:

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

Section 4.2. Reserved Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1. Policy. In accordance with applicable law, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, and involvement or non-involvement in the Union.

Section 5.2. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 5.3. Union membership. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership and/or Union activities.

Section 5.4. Duty of Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

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Section 5.5. Non-interference. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5.6. Compliance with ADA. The Engineer and Union agree to comply with the Americans with Disabilities Act (ADA). In the event an employee requests reasonable accommodation to a disability covered by the ADA, the Union and Engineer shall immediately meet to discuss possible accommodations which do not create an undue hardship on the Engineer. In the event the Union and Engineer cannot agree on an accommodation, the Engineer shall take any action he deems necessary and/or required under the law to comply with his duty to provide reasonable accommodation.

Section 5.7. Employee Conduct Expected. The Engineer and the Union will not tolerate conduct by any employee which harasses, disrupts, or interferes with others work performance or which creates an intimidating, offensive, disruptive, or hostile work environment.

ARTICLE 6 RULES AND REGULATIONS

Section 6.1. Rules by Employer. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 6.2. Copies to Employees. Copies of written work rules, policies and directives or amendments herein, promulgated following the effective date of this Agreement will be furnished to the Union no less than six (6) working days prior to the effective date of such rules and amendments, and will be posted or otherwise made available to employees upon request.

Section 6.3. Conflict with Agreement. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

Section 6.4. Employee Responsibility. This article shall not be interpreted in any manner so as to relieve an employee of his responsibilities to follow normal and customary rules of good and safe conduct and performance regardless of whether or not there exist rules, policies, and procedures.

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**ARTICLE 7
CORRECTIVE ACTION**

Section 7.1. Just Cause. No employee shall be reduced in pay, suspended with or without pay, or discharged except for just cause.

Section 7.2. Progressive or Appropriate Discipline. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer’s rights provided in Article 4, Section 4.1, of this Agreement.

Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline, and the employee’s record of performance and conduct. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

Section 7.3. Record Retention. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule after their effective date, providing there are no intervening disciplinary actions taken during that time period:

| | |
|--------------------------------|-----------|
| Oral or written reprimand | 12 months |
| Suspension of up to 3 days | 18 months |
| Suspension in excess of 3 days | 24 months |

Section 7.4. Private Process. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. Further, an employee who receives a suspension or is discharged may file a grievance prior to leaving the Employer’s facility.

Section 7.5. Copies to Union. Records of disciplinary action shall be forwarded to the Union President provided the Employer receives written authorization from the affected employee requesting such information be given to the Union.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1. Grievance Defined. The term “grievance” shall mean an allegation by a bargaining unit employee(s) or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement.

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Section 8.2. Grievant. A grievance may be brought by any bargaining unit employee or the Union. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees or the Union desire to file a grievance involving a situation affecting each employee, one (1) employee selected by the Union will process the grievance. In the case of a group grievance, the grievance shall identify the bargaining unit employee in the affected classification for which relief is requested, unless mutually agreed otherwise.

Section 8.3. Presentation of Grievances, Advancement. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance not presented at the informal step or step one of the grievance procedure within the prescribed time limits shall be considered untimely. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step. The Union may withdraw a grievance at any point of the procedure by submitting, in writing, a statement to the Employer to that effect. The time limits for filing and appealing grievances are mandatory unless a mutual extension is agreed in writing.

Section 8.4. Grievance Procedure Steps. Each grievance shall be process in the following manner:

Informal Step An employee having a grievance will first bring that complaint verbally, within five (5) working days of the date of the incident giving rise to the grievance or within five (5) working days after the employee should have had knowledge of the incident, to the attention of the employee's immediate supervisor. The supervisor shall discuss the grievance with the employee and within two (2) work days of the discussion respond to the employee with an answer.

Step 1 – Superintendent If the grievance is not resolved in the Informal Step, the employee shall reduce the grievance to writing, and within three (3) work days from the response given to the employee in the Informal Step, refer the grievance to the Superintendent. The Superintendent shall, within three (3) work days, schedule a meeting with the grieved employee and the Union Steward or Union Representative. The Superintendent shall investigate the grievance and provide the grieved employee and the Union Representative with a written response within five (5) work days following the meeting date.

Step 2 – Engineer The employee or the Union may process the grievance to the Engineer or his designee within five (5) work days after receiving the Step 1 reply. The Engineer or his designee shall have five (5) work days in which to schedule a meeting with the aggrieved employee and the Union Steward or Union Representative. The Engineer or his designee shall investigate and attempt to adjust the matter and shall respond to the grievant and Union President with a written answer within ten (10) working days following the meeting.

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Step 3 – Arbitration If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to final and binding arbitration by notifying the Employer in writing within thirty (30) calendar days of the receipt of the written answer at Step 2. Either party may request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators from within Ohio after notice has been given as provided above. In the event the Employer is not notified, or the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Submission of Issue. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or converse by telephone to select an arbitrator within ten (10) working days from the date the list is received. Once the arbitrator has been selected and notice of the selection has been forwarded to the FMCS, the parties will have sixty (60) calendar days following to contact the arbitrator and schedule the hearing.

Striking from Arbitrator List. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by FMCS. The Union shall be the first to strike a name from the list, and then the Employer or his designee shall strike a name and alternate in this manner until one (1) name remains on the list. The parties agree to rotate the strike method for all grievances thereafter. The remaining name shall be designated as the arbitrator to hear the dispute in questions. Either party shall have the option to completely reject one (1) list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

Arbitrator decision timely. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly in the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question.

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

The arbitrator shall be without authority to recommend any right 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. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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Arbitrability. The question of 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 or beyond the arbitrator's jurisdiction. The arbitrator will not be required to determine the question of arbitrability prior to hearing the grievance on its merits, but will rule on the question of arbitrability as part of his final decision.

Decision Binding, Cost of Arbitrator. The decision of the arbitrator shall be binding on the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be shared by both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party.

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

Section 8.5. Grievant Representing Himself, Grievance Meetings, Witnesses at Hearing.

When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. It is understood that bargaining unit employees have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Union has the opportunity to be present at the adjustment. Otherwise, an employee may choose one (1) employee Union Representative to accompany him in Step 1 and Step 2 of this procedure.

In addition to the employee Union Representative in attendance at Step 2 and Step 3, the grievant may have no more than two (2) non-employee Union Representatives present at Step 2 and Step 3. For purposes of this section, should grievance meetings be held during normal work hours/shift, the applicable employee Union Representative(s) and the grievant shall not suffer any loss of their normal straight time hourly rate of pay.

The parties agree that no more than one (1) employee witness, when hearings start at 10:00 a.m., and no more than two (2) employee witnesses, when hearings start at 1:00 p.m., may participate in the arbitration hearing without any loss of pay, provided their testimony is necessary and pertinent. Employee witnesses shall be called to the hearing in such fashion as to minimize the amount of time required away from their normal job duties. Further, the employee shall immediately, upon completion of his testimony, return to his normal work area and job duties.

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Section 8.6. Grievance Form and Required Information. The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

- a. aggrieved employee's name(s);
- b. aggrieved employee's classification;
- c. aggrieved employee's supervisor;
- d. date and time of incident giving rise to grievance;
- e. date and time grievance was discussed verbally with supervisor, when applicable;
- f. date grievance was filed in writing;
- g. articles/sections of Agreement allegedly violated;
- h. brief statement of the facts involved; and
- i. requested remedy to resolve grievance.

Grievance forms shall be furnished to the aggrieved employee, upon request, by the Employer.

Section 8.7. Discipline Grievance. A grievance involving discipline imposed by the Engineer may be submitted directly to Step 2 of the grievance procedure.

Section 8.8. Working Day defined. "Working days," as used in this Article, shall not include Saturdays, Sundays, or recognized holidays pursuant to Article 24, Holidays, herein.

Section 8.9. Management Representatives. Within thirty (30) calendar days following the execution of this Agreement, the Employer shall provide the Union with a list of management's designated representatives.

Section 8.10. Hearing Rooms. The Employer shall make a reasonable effort to reserve an appropriate hearing room within any Employer/County facility to conduct arbitration hearings. In the event such facilities are not available, the parties by mutual agreement shall select an alternate location, and where costs are incurred, cost shall be shared equally by the parties.

ARTICLE 9 NO STRIKE/NO LOCKOUT

Section 9.1. No Strike. 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 Tuscarawas County for the life of this Agreement. Therefore:

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

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, 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. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies.

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Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

Section 9.2. No Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union for the life of this agreement.

ARTICLE 10 SENIORITY

Section 10.1. Seniority defined. Seniority shall be interpreted to mean and be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, unless the employee is reinstated by the Employer and the Union agrees to previous seniority credit, the employee loses all previously accumulated seniority.

Section 10.2. New Hire New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

Section 10.3. Leaves of Absence. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or as otherwise provided in leave of absence provisions of this Agreement.

Section 10.4. Layoff. Employees laid off shall retain their seniority for a period of two (2) years from date of layoff.

Section 10.5. Promoted out of Unit. Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but he or she shall not accumulate additional seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the bargaining unit, his or her name shall be restored to the seniority list with seniority to be determined according to this article.

Any employee hired directly into a job outside the bargaining unit, and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this article, and shall instead be placed at the bottom of any seniority list for his or her bargaining unit classification.

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Section 10.6. Posting of Seniority List. The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on all bulletin boards showing date of service and classification. One (1) copy of the seniority list shall be forwarded to the Union President or his designee. Once the seniority list has been posted, employees shall have fifteen (15) days in which to challenge the information contained herein. Such challenge shall be made to the Employer in writing. Any information which is not altered as a result of employee challenge shall be considered final.

ARTICLE 11 HOURS OF WORK/OVERTIME

Section 11.1. Normal Hours of Work. 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 work day or work week 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 computing overtime and shall not be construed as a guarantee of work per day or per week.

Notwithstanding the provisions of this Article, in the event an employee is called out or is scheduled to work at a time that abuts their normal starting time and works a total of eight (8) hours, the employee may, with the approval of the Employer, go home. Alternatively, the Employer may require the employee to remain on the job or the Employer may send the employee home after the completion of eight (8) hours of working, depending on the workload requirements, weather conditions, and/or safety reasons based on adequate sleep and rest period concerns.

Section 11.2. Work Week. The regular scheduled work week for permanent full-time employees shall consist of forty (40) hours, which shall consist of five (5) consecutive days of eight (8) consecutive hours per day, Monday through Friday, or as otherwise scheduled as of the effective date of this Agreement.

Section 11.3. Overtime Rate. All employees shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours in active pay status which exceed eight (8) hours in one (1) work day or forty (40) hours in one (1) work week. However, if an employee has an active suspension on his/her record that was solely based upon absenteeism and/or tardiness, sick leave used during the “force and effect” timeframe, described in Article 7, shall not be considered as time in active pay status under Article 11.3, until the employee’s suspension for absenteeism and/or tardiness is no longer considered active per Article 7.

Section 11.4. Work Week. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of a one-half (1/2) hour lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

Section 11.5. Time Credited to overtime. Paid days off during the work week shall be counted as days worked toward computing pay at time and one-half (1.5) for over forty (40) hours in one week.

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Section 11.6. Overtime Opportunities and Assignments. Whenever the Employer determines that overtime is necessary, opportunities for overtime for ice and snow control shall be assigned to those employees who normally perform those duties on a regular basis. Employees who are assigned regular routes shall be assigned same during overtime opportunities from the same garage and classification.

Other than snow and Ice. Opportunities for overtime work assignments other than ice and snow control shall be offered among qualified employees within the affected classification(s) and work station(s).

Different Duties. It is understood that in those classifications where the duties differ from the normally assigned duties of said classification (i.e., Distributor Operator, Roller Operator, Chipper Operator, Grade-all Operator, Grader Operator, 880 Operator, Welder), and specific qualifications and skills are necessary, those employees shall be exempt from the rotation of overtime opportunities.

Rotation list for overtime. Opportunities for overtime worked or if an employee is unavailable to work shall be recorded next to the employee's name on an overtime list. Such opportunities shall revert to zero (0) for all bargaining unit employees at the end of the pay period following the anniversary date of the Agreement.

Offering overtime. The Employer shall comply with the provisions of this Article insofar as offering the overtime to available qualified bargaining unit employees. In the event qualified bargaining unit employees are unavailable for overtime, the Employer shall have the right to assign non-bargaining unit employees to perform the duties in question.

Remedy for Missed Overtime. In the event an employee is bypassed for an overtime opportunity, he shall be the first one offered the opportunity to work the next available overtime.

ARTICLE 12 CALL-IN PAY

Section 12.1. Call-In Overtime Work. Call-in overtime work performed after the employee's normal work day and not connected to the normal work day shall be compensated for with a minimum of two (2) hours pay at one and one-half (1.5) times the employee's regular hourly base rate for all such time up to two (2) hours. If the employee actually works more than two (2) hours on any such call-in, he shall be compensated at one and one-half (1.5) times his regular hourly base rate for all such time actually worked.

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ARTICLE 13 REPORT-IN-PAY

Section 13.1. Report-In Pay. An employee who reports for work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Employer, shall be guaranteed four (4) hours pay. An employee who begins work and is furloughed for the remainder of the work day shall be paid for all hours worked or for four (4) hours, whichever is greater. The provisions of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

ARTICLE 14 TRAINING

Section 14.1. Training Program. An in-service training program is hereby established to allow a reasonable amount of time for interested and qualified employees to become familiar with various types of equipment under the jurisdiction of the Employer. This will encourage advancements from within the bargaining unit.

Section 14.2. Required Licenses. Interested employees shall have a valid Ohio CDL and shall make written application to the Employer through their respective supervisor. The application shall state the particular piece of equipment that the employee is interested in being trained on. The Employer shall not be obligated to consider applications from any applicant who has been found guilty in the three (3) years prior to the application of DWI, reckless operation, or any related offenses. A copy of such application shall be given to the Union.

Section 14.3. Testing. No later than six (6) months from an applicant being designated as a trainee by the Employer, the trainee shall be tested by the Employer or his designee on the piece of equipment which has been the subject of the training. The test shall be for the purpose of a determination by the Employer that the trainee is either qualified or unqualified for eventual possible promotion or permanent assignment to the position pertaining to that piece of equipment.

Section 14.4. Training Subject to Workload. Effort will be made to provide trainees with a reasonable opportunity to be trained on the equipment in question, but the Employer's determination as to the work load of the department will be final, and such training must not interfere with the primary work load of the Employer.

Section 14.5. Training Not Temporary Assignment. Designated trainees shall not be subject to the provisions of Article 16, "Temporary Assignment and Pay," concerning wages, hours worked, or maximum time limits of such training. The Employer's determination of whether the trainee is qualified or unqualified after the trainee's test on the equipment shall be final and not grievable through the grievance procedure of this Agreement.

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**ARTICLE 15
VACANCY AND PROMOTIONS**

Section 15.1. Vacancy defined. The parties agree that all vacancies and promotions other than entry level positions covered by this Agreement shall be filled in accordance with this article. The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

Section 15.2. Posting of Vacancy. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer (attached exhibit). The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 15.3. Temporary filling of vacant position. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position in the bargaining unit pursuant to Article 16, "Temporary Assignment and Pay," pending the Employer's determination to fill the vacancy on a permanent basis.

Section 15.4. Selection Criteria. All timely filed applications shall be reviewed with due consideration to qualifications, seniority, and ability. If two (2) or more employees are considered to be substantially equal in meeting the criteria outlined in Section 4, seniority shall govern in awarding the position.

Section 15.5. Notice to Applicants. Once the selection has been made, the Employer will notify all applicants and the Union President and/or his designee of the selection.

Section 15.6. The Employer shall give first consideration to those timely-filed applications of employees who are qualified to perform the work, including the operation of equipment pertaining to that vacancy, and who best meet the criteria set forth in Section 4.

Section 15.7. Selection, Rate of Pay, No Qualified Candidate. The position shall be awarded to the individual who the Employer determines best meets the criteria outlined in section 4. The selection of the Employer is subject to the grievance procedure. If any employee is selected, he shall be compensated at the appropriate rate on the first day he is assigned and works in the new position. Should no bargaining unit employee be qualified, the Employer may fill the position in any manner he deems appropriate.

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**ARTICLE 16
TEMPORARY ASSIGNMENT AND PAY**

Section 16.1. Temporary Assignment. The Employer may temporarily assign employees to other classifications within the unit based on the needs of the department in instances such as absenteeism, replacement for long or short-term leaves of absence, and short-term need for additional manpower. Except as described in Section 16.3 herein, employees so appointed to a higher classification will receive the rate of pay for such higher classification for all hours worked in that classification. Those assigned a lower classification will receive no less than their normal rate for all hours assigned.

Section 16.2. Assignments pending permanent filing. Temporary assignments made to fill vacancies pending permanent filling of such vacancies will not normally exceed one (1) thirty (30) day term. Extensions may only be based on the unavailability of qualified applicants.

Section 16.3. Temporary assignment to fill for leaves of absence. Temporary assignments replacing persons on long-term leaves of absence (thirty [30] days or more) may continue until thirty (30) days beyond expiration of said leave pending the Employer's decision to permanently replace the severed employee.

Section 16.4. Minimum Required Experience. Whenever the Employer determines it is necessary to temporarily assign a Highway Worker 2 to a Highway Worker 3 position, the following shall apply:

A Highway Worker 2 with at least fifteen hundred (1,500) hours of experience performing the duties of a Highway Worker 3 shall be compensated at the one (1) year hourly rate of pay for the Highway Worker 3 classification.

A Highway Worker 2 with at least three thousand (3,000) hours of experience performing the duties of a Highway Worker 3 shall be compensated at the two (2) year hourly rate of pay for the Highway Worker 3 classification.

Effective upon execution of this agreement, the Employer agrees to post the hours described herein by March 1 and September 1 of each calendar year.

**ARTICLE 17
LAYOFF AND RECALL**

Section 17.1. Determination for Layoff. Whenever the Employer determines that a layoff or job abolishment is necessary due to lack of work, a lack of funds, or for reasons of reorganization promoting economy or efficiency, the Employer shall notify the affected employees and the Union fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, within three (3) working days of such notice, with representatives of the Union, the impact of the layoff on bargaining unit employees.

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Section 17.2. Order of Layoff. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in the following order:

- A. Casual help involved in bargaining unit work;
- B. All seasonal employees involved in bargaining unit work;
- C. All part-time employees involved in bargaining unit work;
- D. Newly hired employees who have not completed their probationary period;
- E. Promoted employees who have not completed their promotional probationary period;
- F. Non-probationary employees.

Said employees shall be laid off in the inverse order of their seniority as defined in this Agreement.

Section 17.3. Bumping. Any non-probationary employee receiving a notice of layoff shall have no more than two (2) work days following the receipt of the layoff notice to exercise his right to bump a less senior employee in the same classification or a lower classification, provided the more senior employee possesses the skill, ability, and qualifications, as determined by the Employer, to perform the work without further training. Such notification of bumping shall be given by the affected employee to his immediate supervisor within the time period specified herein. Any employee who is bumped from his position shall have two (2) work days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee, as provided herein, shall be laid off and placed on the appropriate recall list.

Section 17.4. Recall from Layoff. When employees are laid off, the Employer shall create a recall list for each classification and provide a copy to the Union. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee, up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff. When the Employer recalls employees from the list, they shall be recalled to their previous classification or to a lower classification, provided the recalled employee possesses the skill, ability, and qualifications, as determined by the Employer, to perform the work of said classification.

Section 17.5. Notice for Recall. Notice of recall shall be sent to the employee by way of certified mail. The Employer shall be deemed to have fulfilled his obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

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Section 17.6. Period to Return from Recall. In the case of a recall, the recalled employee shall have five (5) calendar days following receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or is agreed to by the Employer and the employee. In the event the recalled employee is unable to return to work on the established date due to an Employer-approved illness or injury, substantiated by verifiable medical documentation, the Employer may grant a leave of absence in accordance with applicable Article 34, Leaves of Absence, as provided herein. In the event a leave of absence is granted, as set forth under the provisions of this section, the Employer may recall the next senior qualified employee to fill the vacant position. Should the ill or injured employee, after providing the Employer with the proper medical documentation, return to work within the respective recall period, said employee may displace a less senior employee recalled to fill the ill or injured employee's classification.

Section 17.7. Hiring to Positions Vacated by Layoff. The Employer agrees not to hire any new employee(s) or promote into any classification affected by layoffs while there are bargaining unit employees on layoff with recall rights to said classification.

ARTICLE 18 PROBATIONARY PERIODS

Section 18.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 18.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during the probationary period.

Section 18.3. Part-time employees who work a portion of each normal working day shall have their probationary period determined by a number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

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**ARTICLE 19
UNION SECURITY**

Section 19.1. Dues Deductions. The Employer agrees to payroll deduction of Union dues, fees, or assessments in accordance with this article for all employees eligible for the bargaining unit.

Section 19.2. Monthly Deduction. The Employer agrees to deduct regular payroll deduction of dues, fees, or assessments once each month upon the date of issuance of the payroll warrant from the pay of any employees in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

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

Section 19.3. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues fee. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 19.4. Cessation of Dues Deductions. The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon an employee's (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an unpaid leave of absence, or (e) employee revocation of check-off. In addition, employees who have executed check-off authorizations which may be revoked on the anniversary date of execution, may also revoke their dues check-off authorization by giving written notice to the Union and Employer.

Section 19.5. Insufficient Earnings. The Employer shall not be obligated to make dues deductions from any employee who, during the pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union and the Employer. The Employer is not required to make any partial dues deductions.

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Section 19.6. Claims. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 19.7. Certification by Union. The rate at which dues, assessments, and fees are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes, dues deductions, fees or assessments.

Section 19.8. Submission of dues to Union. The Employer agrees to remit to the Union a copy of all new dues deduction authorization forms and a list of employees from whose pay dues were deducted. The submission of dues will be made by deposit via electronic ACH transfer payment to the financial institution designated by the Union. The Union shall provide the Employer written authorization to make deposits to the financial institution, the routing number, and account number.

ARTICLE 20 BULLETIN BOARDS

Section 20.1. Bulletin Boards. The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

Section 20.2. Permitted Postings. All notices of any kind posted on the bulletin boards 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 boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

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. Notices of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union.

Section 20.3. Union Related Postings Only. No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

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**ARTICLE 21
UNION REPRESENTATION**

Section 21.1. Staff Representatives. The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, advance notice of such staff representative visits will be provided to the Employer. However, the parties recognize that circumstances sometimes exists which make such advance notification impossible, and the Employer agrees in such cases to waive the advance notice requirement upon the Union's reasonable demonstration of such circumstances. In any case, upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employee.

Section 21.2. Stewards. The Employer shall recognize one (1) employee in each facility to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure.

Section 21.3. List of Stewards. Within thirty (30) calendar days following the execution of this Agreement, the Union shall provide to the Employer an official roster of the local's officers, steward/ representatives and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Union office held.

Thereafter, any changes to the official roster shall be forwarded to the Employer within two (2) weeks of the date of the change.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 21.4. Non-Work Activities. Except for the writing and submitting of a grievance involving a suspension or a discharge of an employee, the investigation and writing of grievances shall be done on non-work time. Further, in the event a Union steward/representative's presence is requested or required in a meeting involving discipline and such meeting is scheduled during regular duty hours, said employee shall not suffer any loss of pay while attending the hearing.

In the event a grievance hearing, including arbitration, is scheduled during the grievant's regular duty hours, the grievant shall not suffer any loss of pay while attending the hearing.

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Section 21.5. Rules for Union Representation. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (President, Vice President, or Steward) shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee’s immediate supervisor. This provision shall not be enforced by the Employer in an arbitrary or capricious manner.

Section 21.6. Access to Personnel File by Union Representative. Should a Union representative request permission to review the personnel file of a bargaining unit employee, such representative shall be entitled to the same rights and permitted to view the same materials that the general public is permitted access under law. This section of this article is in no way intended to grant the Union representative any rights of access to public records not already permitted by law and enjoyed by the general public.

Reasonable request(s) for copies of information as provided herein shall be provided to the Union at no charge; however, in the event the Employer determines such request(s) have become excessive and/or unreasonable, such practice shall cease.

**ARTICLE 22
JOB DESCRIPTIONS**

Section 22.1. Job Descriptions. Each employee shall be provided with a copy of his job description. Such description shall accurately list the job duties of the position, and shall be deemed to include automatically all duties which are functionally related to the duties set forth in the job description.

**ARTICLE 23
VACATIONS**

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

| <u>Length of Service</u> | <u>Vacation</u> |
|---------------------------------|-----------------|
| less than 1 year | none |
| 1 year but less than 8 years | 80 hours |
| 8 years but less than 15 years | 120 hours |
| 15 years but less than 25 years | 160 hours |
| 25 years or more | 200 hours |

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

| <u>Annual Vacation Entitlement</u> | <u>Credited Per Pay Period</u> |
|------------------------------------|--------------------------------|
| 80 hours | 3.1 hours |
| 120 hours | 4.6 hours |
| 160 hours | 6.2 hours |
| 200 hours | 7.7 hours |

Section 23.2. Prior Service Credit. New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Section 23.3. Minimum Service. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

Section 23.4. Increments for Use of and Requests for Vacation Leave. Vacations shall be taken in minimum increments of eight (8) hours. Vacations are scheduled in accordance with the workload requirements of the Employer. For this reason, the Employer may require vacation requests to be made sixty (60) days prior to the vacation period. Adjustments to the schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer.

Section 23.5. Change of Vacation Leave. An employee wishing to change his/her scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a first-come, first-served basis for those unscheduled and available weeks remaining. The Employer shall waive the advance notice requirement if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 23.6. Use in Year Accumulated. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the stated accrual. Such excess leave shall be eliminated from the employee's leave balance.

Section 23.7. Holidays not count as Vacation. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 23.8. Rate of Pay for Vacation. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, to the maximums of set forth in this article.

Section 23.9. Payment at Death. In the case of the death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse, or to the estate of such employee.

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Section 23.10. Annual Conversion. Employees may annually cash-in accrued but unused vacation leave earned during a given year (“year” refers to January 1 through December 31). To be eligible for vacation payment under this section, the employee must have used at least 2 weeks (80 hours) of vacation accrued during the year. The leave is deducted from leave accrued during the applicable year. Participation is entirely at the employee’s option, with the Engineer’s approval of the availability of hours. Payment of this cash-in will be on January 31.

ARTICLE 24 HOLIDAYS

Section 24.1. Holidays. All employees shall receive time off with full pay for the following 12 holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year’s Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Presidents’ Day | 9. Veterans’ Day |
| 4. Memorial Day | 10. Thanksgiving Day |
| 5. Juneteenth | 11. Friday after Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

Section 24.2. Observance of Holidays. Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

Section 24.3. Pay for Holidays. Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

Section 24.4. Work on Holiday. Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their automatic holiday pay.

Section 24.5. Holidays during Leave. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

Section 24.6. Holidays on Unpaid Leave. An employee on unpaid leave of absence shall not receive payment for a holiday.

ARTICLE 25 SICK LEAVE / FUNERAL LEAVE

Section 25.1. Accrual. Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Part-time employees shall earn sick leave on a pro-rated basis, computed on hours in active pay status.

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Section 25.2. Prior Credit. An employee who has prior service with the State of Ohio or any political subdivision thereof shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous Employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit as provided by this section upon his re-employment with the Employer provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

Section 25.3. Exhaustion of Leave – Disability Leave or Separation. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this Agreement.

Section 25.4. Charge for Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 25.5. Reasons for Use of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family;
- B. Death of a member of the employee's immediate family;
- C. Medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease, and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 25.6. Funeral Leave. Five (5) days sick leave may be granted to an employee upon the occurrence of the death of: brother, sister, spouse, child, mother, father, or other person standing in loco parentis (in place of parent) to the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

With the specific approval of the Employer, one (1) day sick leave may be granted to an employee upon the occurrence of the death of: aunt, uncle, grandparent-in-law, great-grandparents and great-grandparents-in-law. This day must be the actual day of the funeral.

Section 25.7. Sick Leave Form. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

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Section 25.8. Reporting Off Work. When an employee is unable to work, he/she shall notify the supervisor or other designated person no less than one-half (1/2) hour prior to the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 25.9. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the Employer.

Section 25.10. Doctor's Statement Required, When and Abuse of Sick Leave. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement shall be required for absence in excess of three (3) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

Section 25.11. Medical Examination, Second Opinion, Return to Work, Disability Separation. The Employer may require an employee to submit to an examination in order to determine the employee's physical or mental capability to perform the duties of his position. Such examination shall be conducted by a physician or psychologist selected and paid for by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and position description. Additional information may be provided upon the request of examining physician.

If the result of such examination is disputed by the employee, the employee may submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his examination. If the two (2) diagnoses are in conflict, there shall be a third examination by a physician or psychologist selected jointly by the Employer's physician or psychologist and the employee's physician or psychologist. The Employer and employee shall divide the costs associated with the third physician's or psychologist's evaluation. If the third physician or psychologist's examination supports either party's individual examination, as described herein, the employee may be placed on sick leave, disability leave, disability separation, or be required to return to work. It is understood the applicable provisions of the Agreement concerning such leave shall apply.

Section 25.12. Doctor's Appointments. The employee shall notify the Engineer as soon as possible in advance of a scheduled medical, dental, or optical examination and shall only receive sick pay for the time of the appointment and travel time to and from the medical facility. Employees will be required to report to work after the examination, in order to complete their regularly assigned shift, provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remain. Further, depending on the time/location the examination is scheduled, an employee shall be required to report to work and assume his duties prior to leaving for the appointment.

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ARTICLE 26

CONVERSION OF UNUSED SICK LEAVE: RETIREMENT & ANNUAL

Section 26.1. Retirement Conversion. Employees who are both eligible for and who elect to take their public employees retirements benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with Tuscarawas County, a cash payment in the amount of one (1) hour’s pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred and forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred and sixty (960) hours of sick leave accrued but unused.

Section 26.2. Annual Conversion to Personal Leave. Employees who have used sixteen (16) or less hours of sick leave that year (“year” in this section refers to November 1 through October 31) shall be eligible to convert eight (8) hours of sick leave to personal leave. Eligible employees must use the personal leave in the year (“year” as described above) following the year of award and must receive approval of the supervisor a minimum of one work day prior to use of the personal leave. Personal leave must be used in an eight (8) hour increments.

Section 26.3. Sick Leave Incentive Conversion. Employees may annually cash-in accrued but unused sick leave earned during that year (“year” refers to January 1 through December 31) in accordance with the following schedule, provided the employee has a sick leave balance of 480 hours remaining after the conversion. The leave is deducted from leave accrued during the applicable year. Participation is entirely at the employee’s option, with the Engineer’s approval of the availability of hours. Payment of this cash-in will be on January 31.

| <u>Sick Leave Hours Used During Year</u> | <u>Conversion Rate</u> | <u>Max. No. Hours Conv. to Cash</u> |
|--|----------------------------|---|
| 0 to 8 | 75% | 64 |
| 9 to 16 | 60% | 64 |
| 17 to 32 | 50% | 64 |

Section 26.4. Conversion at Death. In the event an employee’s death is a result of illness or injury sustained in the performance of his or her regular duties, the employee’s spouse or estate shall be paid the employee’s accrued but unused sick leave to a maximum of one thousand (1,000) hours.

ARTICLE 27

HOSPITALIZATION

Section 27.1. Coverage. For the duration of this Agreement, the Employer shall provide to employees the same health benefits plan at the same cost as provided by the Board of County Commissioners to non-bargaining unit employees of the Employer. Should the County change the cost or benefit coverage during the term of this agreement, the Employer will notify the Union thirty (30) days prior to such change. Upon request by the Union, the Employer will meet with the Union to discuss the change and any alternatives.

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Section 27.2. Part-time Employees not eligible. Part-time employees employed by the Tuscarawas County Engineer, who are regularly scheduled to work twenty-four (24) hours or less in any work week, shall not be covered under the hospitalization provisions of the Agreement.

Section 27.3. Retired employees not eligible. Employees of the department who have retired from the public service under the Public Employees Retirement System (PERS) and are receiving health insurance benefits through the PERS shall not be entitled to health benefits from the Employer.

**ARTICLE 28
P.E.R.S. “PICKUP”**

Section 28.1. Pension pick-up, salary reduction method. The Employer shall continue to make required contributions to the Public Employees Retirement System in effect, and shall continue to utilize the agreed-upon salary reduction method when computing such contributions for affected employees.

**ARTICLE 29
WAGES**

Section 29.1. Wage Rates/ Charts. Bargaining unit employees shall be compensated at the following hourly rate of pay which reflects agreed increases:

| Classification | Effective Upon Execution of this Agreement Service in Classification 1.60/hour (approx. 8.2%) | | | Effective March 3, 2023 Service in Classification 3% | | | Effective March 3, 2024 Service in Classification 2% | | |
|----------------------------------|---|--------|---------|--|--------|---------|--|--------|---------|
| | Start | 1 year | 2 years | Start | 1 year | 2 years | Start | 1 year | 2 years |
| HMW 1 | 16.23 | 17.52 | 18.87 | 16.72 | 18.05 | 19.44 | 17.05 | 18.41 | 19.83 |
| HMW 2 | 19.48 | 20.35 | 21.18 | 20.06 | 20.96 | 21.82 | 20.46 | 21.38 | 22.26 |
| HMW 3 | 22.11 | 22.41 | 22.77 | 22.77 | 23.08 | 23.45 | 23.23 | 23.54 | 23.92 |
| Mechanic 1 | 18.38 | 19.48 | 20.56 | 18.93 | 20.06 | 21.18 | 19.31 | 20.46 | 21.60 |
| Mechanic 2 | 22.11 | 22.41 | 22.77 | 22.77 | 23.08 | 23.45 | 23.23 | 23.54 | 23.92 |
| Account Clerk /Mech Stores Clerk | 17.52 | 17.97 | 18.38 | 18.04 | 18.51 | 18.93 | 18.40 | 18.88 | 19.31 |

Effective January 15, 2024, the parties agree to meet to discuss wages of employees, however this agreement to meet and discuss does not initiate or obligate either party to the statutory negotiations and impasse proceedings.

Section 29.2. Paychecks. Bargaining unit employees shall normally be paid every other Thursday as established and practiced.

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Section 29.3. Distributor Pay. Employees operating tar distributors will be paid at the Highway Maintenance Worker 3, Step 3 rate. These pay rates will apply only to the time that the tar distributors are operated.

Section 29.4. Longevity. On December 1 of each year, employees who are on the active payroll and who have at least five (5) years of service will be entitled to payment of a longevity stipend. The stipend shall be calculated at the rate of twenty-five dollars (\$25.00) for each whole year of service as of December 1 to a maximum of five hundred dollars (\$500.00). Payment shall be made in a lump sum during the month of December.

Section 29.5. Classifications. The classifications of House Numbering Coordinator, Tax Map Drafting Technician and Draftsman have been removed from the bargaining unit on the Representation of the Employer that each classification has either been abolished or it is no longer currently used. The classification of Bridge Inspector has been removed from the bargaining unit because there are currently no bargaining unit employees qualified to perform the bridge inspection duties. The Employer agrees that should the classification(s) be re-established or filled in the future; the classification(s) will be returned to the bargaining unit.

ARTICLE 30 LABOR/MANAGEMENT MEETINGS

Section 30.1. Committee. In the interest of effective communications, either party may at any time request a Labor/Management meeting. Such request shall be made in writing and be presented 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 Labor/Management meeting shall be scheduled within ten (10) days of the date the request is received, but no more frequently than quarterly, unless both parties agree to meet more frequently.

Section 30.2. Scope of Topics. 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. To discuss health and safety-related matters.

Section 30.3. Attendance. Employee representatives in attendance at these meeting(s) shall suffer no loss of wages if said meeting is held during their normal working hours. It is understood there shall be no more than three (3) Union representatives in attendance and no more than three (3) Employer representatives in attendance at these meeting(s).

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**ARTICLE 31
PROTECTIVE CLOTHING**

Section 31.1. Gloves and Boots. The Engineer shall provide work gloves and rubber boots to employees to be utilized in the performance of their job duties.

Section 31.2. Replacement. The above-referenced items shall be issued to each individual employee and may be replaced on an as-needed basis as determined by the Engineer/designee.

Section 31.3. Employee Responsibilities. Employees shall be responsible for the care and regular maintenance of such items. The loss or misplacement of rubber boots shall be the sole responsibility of the individual employee, and shall be replaced by such employee at no cost to the Engineer.

**ARTICLE 32
JURY DUTY**

Section 32.1. Jury Duty, Remit Fees. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave.

All leaves granted by the Employer under the provisions of this article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligations and will return to work on the next scheduled work day, or if applicable, under the provisions of Section 2 herein.

All compensation received from the court to the employee for jury duty shall be remitted to the Employer from the employee within two (2) work days from the date the compensation was received. Failure to provide said reimbursement shall result in an automatic payroll adjustment on the employee's next applicable paycheck.

Section 32.2. Return to Work. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift, provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remain.

Section 32.3. Non-work related Court Appearances. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 32.4. Subpoena to Court. An employee who receives a subpoena to testify in a matter in which he is not a party will be granted leave with full pay. The employee shall provide the Employer with a copy of the subpoena when requesting such leave.

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**ARTICLE 33
MILITARY LEAVE**

Section 33.1. Compliance with Law. Employees are subject to the Tuscarawas County Policy regarding Military Leave, which complies with all State and Federal Laws.

**ARTICLE 34
PERSONAL LEAVES OF ABSENCE**

Section 34.1. Personal Leave Without Pay. The Employer may grant a personal leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all personal leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, personal leave may be granted for a maximum duration of six (6) months for any personal reason.

Section 34.2. Approval. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A personal leave of absence shall be requested on the standard Request for Leave form.

Section 34.3. Leave not accumulated during leave. An employee on personal leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 34.4. Improper use of leave. If a personal leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may impose discipline, up to and including discharge.

Section 34.5. Return from unpaid leave. Upon completion of a personal leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former position no longer exists, then a layoff situation may occur pursuant to Article 17, "Layoff and Recall."

**ARTICLE 35
FAMILY AND MEDICAL LEAVE**

Section 35.1. FMLA Policy. Employees are eligible for up to 12 weeks Family Medical Leave subject to the Tuscarawas County Family Medical Leave Policy.

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**ARTICLE 36
DISABILITY LEAVE/DISABILITY SEPARATION**

Section 36.1. Disability Leave, Separation, or Disability Retirement. If an employee becomes unable to perform the essential functions of his position due to a disabling illness, injury, or condition, he may be granted an unpaid disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within the period of the leave of absence the employee will be given a disability separation. The disability leave will end on the date on which the physician releases the employee as medically able to return to work, or at the expiration of the six (6) month period.

In the event an employee is determined unable to perform the essential functions of their position the employee may be disability separated. At the time of disability separation, the employee will, pursuant to the terms of this Agreement, be paid their accumulated, unused balances of vacation leave and compensatory time. An involuntary disability separation may be appealed to step 2 of the grievance procedure.

Section 36.2. Return from Disability Separation. An employee that is placed on leave or is disability separated shall retain reinstatement rights for a period of two (2) years from the time the employee began the disability leave without pay. Such employee shall be reinstated to the same position or another position in the employee's classification within sixty (60) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer and the costs shall be paid by the Employer. The Employer may, in lieu of the examination conducted by the appointed physician, accept other appropriate medical documentation establishing that the disabling illness, or injury, or condition no longer exists.

**ARTICLE 37
UNION LEAVE**

Section 37.1. Union Leave. Bargaining unit employee(s) elected or appointed delegates to conventions or conferences conducted by the Union may be granted time off without pay for the purpose of participating in such conventions or conferences. The affected employee(s) must request such unpaid leave at least fourteen (14) calendar days prior to any such meeting. No more than two (2) employees shall be allowed such leave during the same time period. The granting of such leave is subject to the staffing and workload requirements of the Employer. This unpaid leave shall not exceed a total of six (6) working days per contract year for the bargaining unit.

**ARTICLE 38
WAIVER IN CASE OF EMERGENCY**

Section 38.1. Emergency. In case of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended.

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules, agreement and/or practices relating to the assignment of all employees.

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Section 38.2. 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, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Section 38.3. Emergency Defined. “Emergency” shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affect local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

ARTICLE 39 SEVERABILITY

Section 39.1. Severance of Invalid Provisions. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. 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 negotiating a mutually satisfactory replacement for such provision.

ARTICLE 40 SUCCESSOR

Section 40.1. Successors. This Agreement shall be binding upon both parties hereto, together with their respective successor and assignees.

ARTICLE 41 CONTRACTING/SUBCONTRACTING

Section 41.1. Sub-Contracting. During the term of this Agreement, sub-contracting may occur in the event of bonafide emergencies; for documented purposes of efficiency or economy; in the event that there are insufficient employees to perform the necessary work; or when employees do not have the skill, ability, technical knowledge, or necessary tools and equipment to perform such work. Any sub-contracting that is presently, historically, and/or legally required to be performed may continue for the duration of this Agreement at the discretion of the Employer.

The Employer will not sub-contract for the sole purpose of the laying off of the workforce or reducing work hours/work week.

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**ARTICLE 42
COMMERCIAL DRIVER'S LICENSE**

Section 42.1. Loss of CDL. If any employee loses or fails to obtain his Commercial Driver's License, he/she shall be reassigned by the Engineer to a position which does not require a CDL or he/she may be placed on layoff without bumping rights. An employee must re-obtain his CDL within forty-five (45) days from the date of layoff in order to retain rights of employment.

Section 42.2. Training for CDL. The Employer agrees to provide training and assistance to employees for CDL testing and access to vehicles as he has done in the past.

**ARTICLE 43
SAFETY COMMITTEE**

A safety committee shall consist of two (2) bargaining unit employees designated by the Union, whose representatives shall serve one (1) year terms on the committee, and two (2) non-bargaining unit employees designated by the Employer.

The committee shall meet on a monthly basis, subject to the availability of the representatives. Additional meetings may be scheduled by mutual agreement of the representatives.

The purpose of the committee is a fact finding and communication vehicle only. The responsibilities of the committee will be as follows:

1. Review all outstanding safety complaints and make recommendations for corrective action.
2. Make recommendations regarding training programs.
3. Make recommendations regarding safe work practices and methods, equipment, and/or tools.

When meetings are held during the employees' normal work hours, employees shall suffer no loss of straight time pay.

**ARTICLE 44
APPLICATION OF CIVIL SERVICE**

In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the table of contents of this agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, and ORC sections 325.19, 9.44, and 4111.03.

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**ARTICLE 45
ALCOHOL AND DRUG TESTING PROGRAM**

Section 45.1. General. The provisions of this article are intended to comply with the Omnibus Transportation Act of 1991 (ACT) and relevant U.S. Department of Transportation Regulations and apply to all safety sensitive employees and shall be effective January 1, 1996. It shall be the responsibility of the Engineer to implement and enforce this policy and the Act. Such safety sensitive bargaining unit employees are subject to random, post-accident, reasonable suspicion, return to duty, and follow-up testing in accordance with the following:

A. Random Testing

1. A scientifically valid method shall be used to randomly select employees for testing. Such testing for drugs and alcohol shall be conducted when (1) the employee is performing a safety sensitive function; (2) just before the employee is to perform a safety sensitive function; (3) or just after the employee has ceased performing such functions. An employee selected for random testing must proceed immediately to the testing site.

B. Post-Accident Testing

1. There is a presumption that testing will be required following all accidents. Testing standards are hereby adopted for fatal and non-fatal accidents as follows:
 - a. Non-fatal accident. Employees who receive a citation under state or local law for a moving violation arising out of a non-fatal accident or where the employee's actions could have contributed to the accident shall be tested.
 - b. Fatal accident. After an accident involving a fatality, all employees who were on duty and present in the vehicle at the time of the accident shall be tested. In addition, any other employees whose conduct may have contributed to the accident (e.g. flagman) should be tested as well as mechanics involved in the vehicle's most recent maintenance. A refusal to submit to a drug or alcohol test shall be treated as a positive test. The Engineer may substitute the test results administered by police or other public safety officers for drugs or alcohol under separate authority in lieu of conducting his own testing.

C. Reasonable Suspicion Testing

Employees who are personally observed by at least one trained supervisor or management employee demonstrating specific, contemporaneous, articulable behaviors, appearances, speech or odors of alcohol or controlled substance impairment shall be subject to testing. Such supervisor or management employee shall attempt to notify the Engineer, Chief Deputy, or Superintendent, if reasonably available prior to, for authorizing to have the employee undergo reasonable suspicion testing. The observing supervisor or management employee should document the grounds for his reasonable suspicion within 24 hours but no later than before the results of the tests are released whichever is later.

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D. Return to Duty Testing

Subject to paragraph 3B below, an employee who has tested positive as a result of any of the above testing will not be permitted to drive or perform any other safety sensitive functions until he has been evaluated by a substance abuse professional, completed any recommended rehabilitation, and has a negative test result on a return to duty test.

E. Follow-up Testing

Subject to paragraph 3B below, a safety sensitive employee who tests positive, and is not terminated from employment by the Engineer in his discretion, shall be required to participate in follow-up testing for up to 60 months from the employee's return to work if recommended by a substance abuse professional except that during the first 12 months, following the employee's return to duty, such employee shall be required to submit to a minimum of six (6) unannounced follow-up tests. Follow-up testing shall be conducted just before, during, or just after the employee performs a safety sensitive function.

Section 45.2. Testing Procedures. The following test procedures shall be used for controlled substance and alcohol testing:

A. Controlled Substance Testing

1. Urine specimens shall be collected at a collection site which complies with the procedure set forth in the Act and related regulations and which otherwise conforms to DOT protocols.
2. The collection site shall be responsible for transmitting specimen samples to a Department of Health and Human Services certified laboratory for analysis. The laboratory shall perform a screening test on such specimen samples and if positive will conduct a confirmatory test using the GC/MS methods.

B. Alcohol Testing

In general, employee alcohol testing must be conducted through the use of an evidential breath testing device (EBTD) by a trained breath alcohol technician (BAT).

C. Confidentiality

Test results shall be confidential to the extent required by applicable law. The cost of any testing required shall be paid by the Engineer.

Section 45.3. Positive Test Results. The following shall apply when an employee tests positive for alcohol or a controlled substance pursuant to any of the above testing.

A. Driver and Employment Eligibility

1. Any safety sensitive employee who, pursuant to any of the required resting above, is found to have an alcohol concentration of .02 or greater but less than .04 shall not be permitted to perform safety sensitive functions for at least 24 hours provided the employee has passed a return to duty test with an alcohol concentration of less than .02. Such employee shall be placed on unpaid leave or may use vacation on a first offense under this Section 45.3 A.1 for a random test until he/she is fit to return to duty.

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2. Subject to paragraph 3B below, any employee who is found through any required testing to have an alcohol concentration level of .04 or greater shall be prohibited from operating a commercial motor vehicle for a period of 60 consecutive days. An employee not permitted to drive may be placed, if available and at the discretion of the Engineer, in a lower non-safety sensitive position at the lower rate of pay. If no such non-safety sensitive position is available, the employee shall be placed on unpaid leave.
3. Subject to paragraph 3B below, any employee who is found through required testing to have engaged in prohibited use of a controlled substance shall be referred for professional assistance. Such employee shall not be permitted to return to employment and operate a commercial motor vehicle until he has completed recommended rehabilitation and has a negative test result on a return to duty drug test.
4. Nothing herein shall require the Engineer to provide alternate employment during the period when the employee is not in compliance nor is there any obligation on the part of the Engineer to retain an employee who violates the Act or this policy.

B. Discipline

The County Engineer may discipline an employee, up to and including discharge, for violations of the Act and/or this policy in accordance with Article 7. However, any discipline may be mitigated by the willingness of the employee to complete a rehabilitation program, if offered. In no event shall an employee be permitted more than one chance at rehabilitation. Failure to complete or participate in a prescribed rehabilitation program shall result in the employee's discharge.

C. Cost.

The cost for rehabilitation services shall be paid by the employee except that the employee may use the benefits provided under the County's health insurance plan.

D. Refusal to Submit or Provide a Sufficient Sample

1. Employees who refuse to submit to required testing shall be considered to have tested positive. Further, employees who purposely do not provide a sufficient sample shall also be considered to have tested positive, provided the employee has been provided adequate liquids and determined that there is no physiological explanation for the employee's ability to produce a sample. For purposes of this article, a positive test result shall mean .04 or greater for alcohol or a level above those established by the Department of Transportation in the screening and confirmatory tests for marijuana, cocaine, amphetamines, opiates, and phencyclidine.
2. The Engineer may also offer the opportunity for rehabilitation, subject to paragraph 3C, to employees on a case-by-case basis who test positive as a result of a reasonable suspicion, random, or post-accident test. Employees who test positive as a result of a follow-up or return to duty test shall be terminated.
3. Employees offered rehabilitation under this section shall be notified of available resources for evaluation and treatment.

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Section 45.4. Use of Alcohol or Controlled Substances. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances. The unlawful manufacture, distribution, being under the influence, sale, possession, or use of a controlled substance or alcohol is strictly prohibited in the workplace. An employee is subject to discipline in accordance with Article 7, up to and including immediate termination from employment and/or referral to an appropriate law enforcement authority for violation of this policy.

In specific regard to alcohol use, employees are prohibited from any use that could affect the performance of the employee including use during the four (4) hours prior to work, having prohibited concentrations of alcohol in their system while operating a vehicle, and the use of alcohol during the eight (8) hours after an accident.

Section 45.5. Supervisor Training. The Engineer will ensure that persons authorized to determine reasonable suspicion are trained, in compliance with the Act, to recognize the symptoms of impairment and intoxication.

Section 45.6. Medical Prescriptions. Employees who are taking prescription medication must furnish the Engineer with a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance of the employee's job.

Section 45.7. Employee Status. Employees shall be on paid status while submitting to any random, post-accident reasonable suspicion or follow-up testing performed during times when the employee is scheduled to work. An employee who is not permitted to return to work pending the outcome of a test result conducted pursuant to the provisions relating to random, post-accident and reasonable suspicion testing and where the test result is ultimately negative, shall be paid for the time he was not permitted to work.

ARTICLE 46 TERM OF AGREEMENT

Section 46.1. Term of Agreement, Notice to Negotiate. This collective bargaining agreement shall be effective March 3, 2022 and shall continue through March 2, 2025 unless either party gives written notice to the other party no earlier than one hundred and twenty (120) days prior to the expiration date nor later than sixty (60) days prior to the expiration date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

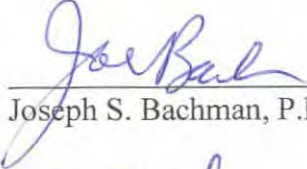
Section 46.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within knowledge of either or both parties at the time they negotiated or signed this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. All prior agreements, either oral or written, are hereby cancelled.


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SIGNATURE PAGE

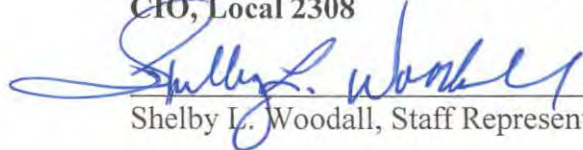
Signed this 27th day of January, 2022.


For the Tuscarawas County Engineer


Joseph S. Bachman, P.E., P.S.



Steve McQueen, Superintendent

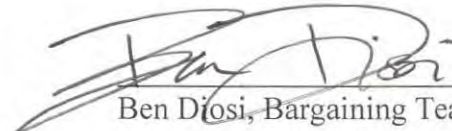
For AFSCME, Ohio Council 8, AFL-CIO, Local 2308


Shelby L. Woodall, Staff Representative


Ryan Benedetto, President, Local 2308


Eric Pysi, Chpt. Chair, Local 2308


John Bourne, Bargaining Team Member


Ben Diosi, Bargaining Team Member

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APPENDIX A

TUSCARAWAS COUNTY ENGINEER

JOB VACANCY BID FORM

TO: Tuscarawas County Engineer/Designee

FROM:

The undersigned hereby bids/applies for the vacancy/job of: _____

Date Submitted

Signed

Date Received

Received By

Tuscarawas County Engineer/Designee

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APPENDIX B

TUSCARAWAS COUNTY ENGINEER’S DEPARTMENT

AFSCME OHIO COUNCIL 8, LOCAL 2308

GRIEVANCE APPEAL FORM

Name of Employee _____ Grievance No. _____
(Grievant)

Classification _____ Supervisor _____

Date and Time of the Incident Giving Rise to the Grievance _____
Date Time

Date and Time Grievance was First Discussed with Supervisor _____
Date Time

Nature of Grievance/Article and Section Violated _____

Statement of Facts _____

Relief Requested _____

Employee’s Signature

Steward/Union Representative Signature

Date Submitted

Received By

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**APPENDIX B
(CONTINUED)
STEP 1**

Delivered by Grievant to Supervisor

Grievant _____ Date _____

Received by _____ Date _____

Supervisor's Answer _____

Supervisor _____ Date _____

Received by Grievant _____ Date _____

STEP 2

Delivered by Grievant to Engineer

Grievant _____ Date _____

Received by _____ Date _____

Engineer's Answer _____

Engineer _____ Date _____

Received by Grievant _____ Date _____

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**LETTER OF UNDERSTANDING
UNION RECOGNITION**

This Letter of Understanding is made and entered into this 9th day of April, 1992, between the Tuscarawas County Engineer (hereinafter referred to as the “Employer”) and Ohio Council 8 and Local 3118, both of the American Federation of State, County, and Municipal Employee, AFL-CIO (hereinafter referred to as the “Union”). Agree to as follows:

- A. Article II, Union Recognition of the collective bargaining agreement between the Employer and the Union effective February 13, 1992 through February 12, 1995 is hereby amended to provide that Employer and Union have agreed to remove the classifications of “Bridge Maintenance Worker 1 and 2” from the unit inclusions that existed on and prior to February 12, 1992. The Employer and Union also agree that in the event the Employer should recreate one or both of these classifications, the Employer agrees that such classification(s) shall be automatically included and added to the then existing bargaining unit. Finally, the Employer and the Union agree that they will jointly file an amended petition to SERB for amendment which will include the classifications of Bridge Maintenance Worker 1 and/or 2 within the unit inclusions.

For the Employer

| | |
|---|--------|
| _____ | 4/9/92 |
| Joe Bachman, Tuscarawas County Engineer | Dated |
| _____ | 4/9/92 |
| Wayne A. Crilow | Dated |

For the Union

| | |
|---|--------|
| _____ | 4/9/92 |
| Edward P.Zapka, Ohio Council 8, AFSCME, AFL-CIO | Dated |
| _____ | 4/9/92 |
| Ken R. Beamer, Local 3118, AFSCME, AFL-CIO | Dated |

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MEMORANDUM OF UNDERSTANDING

The Account Clerk/Mechanical Stores Clerk position shall be considered a bargaining unit position, whether filled as a part-time or full-time, and shall be posted in accordance with Article 15.

In the event the position is filled by a newly hired individual, said individual shall serve an initial probationary period in accordance with Article 18, Section 18.3.

A part-time employee shall earn holiday pay, vacation, and sick leave on a prorated basis, determined by the number of hours worked as a percentage of hours in a regular work period.

A part-time employee shall be eligible for the following benefits on a prorated basis:

- Article 26, Conversion of Unused Sick Leave
- Article 28, PERS “Pick-Up”
- Article 32, Jury Duty
- Article 33, Military Leave
- Article 34, Personal Leaves of Absence
- Article 35, Maternity Leave
- Article 36, Disability Leave/Disability Separation

The hourly rate of pay for the part-time position shall be in accordance with Article 29, Wages. It is agreed Section 29.4 shall not apply to the part-time position/employee.

For the Employer

Joseph S. Bachman, P.E., P.S.
Tuscarawas County Engineer

Dated

Steve McQueen, Superintendent

Dated

For the Union

Mark Haney, President, Local 2308

Dated

Shelby Woodall, Staff Representative, Ohio Council 8

Dated