

LABOR AGREEMENT

BY AND BETWEEN

THE OFFICE OF THE TRUMBULL COUNTY ENGINEER

AND

**THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME LOCAL 11/AFL-CIO**

FOR

BARGAINING UNIT EMPLOYEES OF THE:

HIGHWAY DEPARTMENT

ENGINEERING DEPARTMENT

OFFICE STAFF

**FROM APRIL 20, 2010
THRU APRIL 19, 2013**

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ARTICLE 1 STATEMENT OF PURPOSE

SECTION 1. The Office of the Trumbull County Engineer (hereinafter referred to as the "Employer"), and The Ohio Civil Service Employees Association, Local 11, AFL-CIO (hereinafter referred to as the "Union"), agree to the following terms and conditions of this labor agreement (hereinafter referred to as "Agreement")

SECTION 2. It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Trumbull County. Toward this end, the parties hereto agree to devote every effort to assure that the Employer and the bargaining unit members and officers will comply with the clear provisions of this Agreement. It is the purpose of this Agreement to:

- A) Achieve and maintain a satisfactory, stabilized and harmonious employer-employee relationship to promote improved work performance;
- B) Provide for the peaceful and equitable adjustment of differences which may arise;
- C) Provide for the highest degree of efficiency, responsibility and economy in the accomplishment of the duties and functions assigned to the agency;
- D) Provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment as it pertains to employees within the bargaining unit;
- E) Assure the effectiveness of service by providing an opportunity for employees to meet with the Employer through his representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.

ARTICLE 2 RECOGNITION

SECTION 1. For the purposes of the Agreement, the Employer recognizes the Union as the sole and exclusive representative for all bargaining unit employees of the Trumbull County Engineer. Wherever used in this Agreement, the term "Bargaining Unit" shall be deemed to include all full-time, permanent part-time, and probationary employees holding the following classifications:

MASTER MECHANIC
MECHANIC 2
MECHANIC 1
PARTS SUPERVISOR

LABOR 2
LABOR 1
SECRETARY 2
ELECTRICIAN

FABRICATION/EQUIPMENT WELDER	SECRETARY 1
ENGINEERING TECHNICIAN 5	EQUIPMENT OPERATOR
ENGINEERING TECHNICIAN 4	TRUCK DRIVER 2
ENGINEERING TECHNICIAN 3	TRUCK DRIVER 1
ENGINEERING TECHNICIAN 2	MAINTENANCE SUPERVISOR
ENGINEERING TECHNICIAN 1	FOREMAN 2
HOSEMAN	FOREMAN 1
ASSISTANT BOOKKEEPER	JANITOR
PARTS HELPER	SIGN HELPER

SECTION 2. All current positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

SECTION 3. Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, casual, temporary and seasonal employees shall not be included in the bargaining unit.

SECTION 4. If the janitor is assigned to Labor I or II duties for more than one-half of the work day, such employee shall receive Labor I or II wages for that day.

SECTION 5. In the event a bargaining unit classification is abolished, if such classification is re-established, that classification shall once again become a part of the bargaining unit.

SECTION 6. In the event that the Employer creates a new classification, the Employer shall notify the Union of such new classification. The Union may then request, within ten (10) working days to meet with the Employer for the purpose of discussing whether the new classification should be included or excluded from the bargaining unit. If the parties agree that the position should be included in the bargaining unit, they shall negotiate the rate of pay. However, if the parties disagree as to whether the position should be in the bargaining unit, the matter shall be referred to the State Employment Relations Board. The Employer may fill the classification and establish a wage rate pending final resolution by SERB.

SECTION 7 PROBATIONARY EMPLOYEES. Newly hired employees shall be required to complete a probationary period of one-hundred eighty (180) days, during which time the Employer may discharge without the need to establish just cause. Neither the employee nor Union shall have any appeal rights to challenge a probationary discharge.

ARTICLE 3 EMPLOYER RIGHTS

SECTION 1. Nothing contained in this Agreement shall be interpreted to restrict any constitutional, statutory, or inherent rights of the County Engineer with

respect to matters of Managerial Policy. The County Engineer has the right and the authority to administer the business of the Office and, in addition to other functions and responsibilities; the County Engineer has and will retain the full right and responsibility to direct the operations of the Departments of the Employer, to make rules and regulations and to otherwise exercise the rights of Management.

This includes, but is not limited to, the right to:

- A) Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standard of service, its overall budget, utilization of technology, and organizational structure;
- 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 workforce;
- G) Determine the overall mission of the Employer as a unit of government;
- H) Effectively manage the workforce;
- I) Take actions to carry out the mission of the Employer as a governmental unit;

The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

SECTION 2. RESIDENCY. All employees of the Trumbull County Engineer's Department must maintain residency throughout their employment in Trumbull County, Ohio in order to provide job opportunities and efficient service for residence of the county. New hires, upon completion of their probationary period, shall have one hundred and twenty (120) days to move within the county limits.

SECTION 3. Nothing in this Article shall be interpreted as a waiver by the Union or its bargaining unit members of their right to question or challenge the legality of agreement compliance of any exercise by the Employer of such rights, before SERB or courts of competent jurisdiction.

ARTICLE 4 NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the Union shall discriminate for or against any employee on the basis of race, creed, religion, color, national origin, sex, marital status, employee organization, political affiliation, age, disability or sexual orientation.

The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and executive orders regarding these matters.

SECTION 2. The Union and the Employer agree that membership in the Union shall be open to all employees of the Employer regardless of race, creed, religion, color, national origin, sex, marital status, employee organization, political affiliation, age, disability, or sexual orientation. The Employer will do nothing to discourage its employees from membership in the Union.

SECTION 3. The Union recognizes that the Employer must comply with The Americans with Disabilities Act even where a conflict may exist between the ADA and this Contract. The Union may grieve/arbitrate the application of this provision by the Employer.

ARTICLE 5 UNION RIGHTS AND SECURITY

SECTION 1. – DUES DEDUCTION. The Employer will deduct monthly membership dues payable to the Union, upon receipt from the Union of a voluntary written individual authorization of any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

SECTION 2. – FAIR SHARE FEE. Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation service fee ("Fair Share Fee"). The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of Collective Bargaining.

SECTION 3. When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article, and provide the employee the appropriate deduction form.

SECTION 4. Bargaining unit employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues or fair share fees, commencing the first pay period of work.

SECTION 5. - MAINTENANCE OF MEMBERSHIP. All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. However, employees may withdraw their membership and revoke dues deductions thirty (30) days prior to the expiration of this Agreement by notifying the Union and Employer in writing. Any employee who withdraws their Union membership shall be required to pay the Fair Share Fee under this Article.

SECTION 6. - INDEMNIFICATION. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order of judgment brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article of the Labor Agreement.

SECTION 7. - PEOPLE DEDUCTION. The Employer will also deduct bi-weekly voluntary contributions to the Union's Political Action Committee (P.E.O.P.L.E.), upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

SECTION 8. TEMPORARY CREW CHIEF. Employees assigned by the Superintendent to fill in for a road crew foreman and actually perform such duties for more than one-half (1/2) of the work day shall receive Foreman II rate. Assignments shall generally be made from employees within that crew. Employees whose job already requires temporary crew leader duties (e.g., hoseman) shall not be eligible for pay under this provision.

SECTION 9 BULLETIN BOARDS. The Employer will provide the Union with bulletin board accessibility for the posting of Union notices to employees, in the common areas of the Warren Office, Warren Garage and Cortland Garage. Material posted shall not be derogatory or inflammatory and shall not constitute partisan political material.

SECTION 10. UNION MEETINGS. The Union official whose attendance is required at a union function, meeting or convention, shall be granted time off to attend such functions in behalf of OCSEA/AFSCME Local 11, provided a reasonable advance notice is given to his Employer. Up to three (3) days total Union Leave per year shall be granted with pay, for any and all Union Officials, not per Union Official

**ARTICLE 6
CORRECTIVE ACTION AND PERSONNEL FILE**

SECTION 1. Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden to establish just cause for any disciplinary action.

SECTION 2. Disciplinary action shall generally be applied in a progressive manner commencing with a verbal reprimand, written reprimand, suspension(s) without pay and discharge from employment. However, the severity of discipline may be increased or decreased on a case by case basis depending upon the nature and seriousness of the offense and the employee's past record of discipline and performance. It is also recognized and understood that certain offenses are serious enough to warrant discharge without regard to previous reprimands or discipline.

SECTION 3. Whenever the Employer determines that an employee may be subject to a disciplinary suspension, removal (i.e. termination of employment), or other discipline which would result in a loss of pay, a pre-disciplinary hearing shall be scheduled by the Employer. The affected employee and Union shall be notified in writing of the date, time and place of the hearing at least forty-eight (48) hours in advance and advised as to the nature of the charge(s). A Union representative may represent and accompany the employee at the hearing if so requested. If the employee does not request Union representation, the Union shall attend the hearing as an observer and the employee shall not be allowed representation by any other individual and/or organization.

The pre-disciplinary hearing will be held (unless waived by the employee through use of the prescribed form attached to this Article) by a panel and/or hearing administrator selected by the County Engineer, who shall not be directly related to the charges pending. The employee must attend the hearing unless medically excused by a bona-fide physician statement which details the nature and extent of the incapacitating illness. In the event of such absence, the hearing will still be held and the employee may submit an affidavit in support of his or her position. Absence for any other reason shall not be considered a waiver of appeal rights.

Prior to the commencement of the pre-disciplinary hearing, the Employer or his designated representative and the employee or his or her Union representative shall exchange a list of witnesses known to each other at the time. The panel and/or hearing administrator shall then explain to the employee the nature of the charge(s) and ask the employee to respond. The employee or Union representative may then present any further testimony, witnesses or documents which would explain and/or justify and/or rebut the employee's alleged conduct. The Employer or his designee and the employee or his Union representative may cross-examine witnesses.

A written report of findings will then be prepared by the panel and/or hearing administrator and directed to the County Engineer who shall decide what, if any, discipline is appropriate. Said discipline shall be issued within ten (10) working days from the date of the pre-disciplinary hearing. An employee may appeal any disciplinary action taken by filing a grievance at Step 2 within ten (10) working days of receipt of the discipline.

SECTION 4. Any employee who has been disciplined shall receive a copy of the action along the Union Committee Chairman.

SECTION 5. All records relating to verbal and/or written reprimands will cease to have any force and effect twelve (12) months after the date of the verbal and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months.

Records of other disciplinary action will cease to have any force and effect after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months. However, such disciplinary records may be used by the employer to hold himself harmless and defend himself in suits, actions, claims, allegations, such as E.E.O. and civil suits, insurance claims, unfair labor practice charges, etc.

SECTION 6. New hire probationary employees may not appeal disciplinary action.

SECTION 7. The Employer shall maintain an official file on every employee within the bargaining unit. Upon receiving an appropriate request by an employee, the employee shall be permitted to review his official files at any reasonable time in the presence of a representative of the Employer and to have placed in such files non-derogatory memoranda offered by the employee, relative to any record of corrective or disciplinary action. Additionally employees may also place records of achievements in their personnel file. The Employer shall take all reasonable precautions to insure the confidentiality of the personnel files subject to O.R.C. 149.43 and any other applicable laws. The Employer shall maintain a separate medical file on each employee in accordance with applicable law.

RE: _____

WAIVER OF PRE-DISCIPLINARY HEARING

I HEREBY WAIVE MY RIGHT TO A PRE-DISCIPLINARY HEARING. I

FURTHER WAIVE ANY APPEAL RIGHT THROUGH THE GRIEVANCE

PROCEDURE AND HOLD THE EMPLOYER AND THE UNION HARMLESS
AND FREE OF ANY LIABILITY BY WAIVING THE PRE-HEARING AND
WAIVING ANY APPEAL THROUGH THE GRIEVANCE PROCEDURE

EMPLOYEE

DATE SIGNED

**ARTICLE 7
APPLICATION AND INTERPRETATION OF
WORK RULES, POLICIES AND DIRECTIVES**

SECTION 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority and the conduct of the Employer's services and programs provided they are not in violation of the Agreement.

SECTION 2. The Employer agrees that work rules shall be reduced to writing and distributed to employees. Any changes to the work rules and/or policies as may occur during the life of this Agreement shall be distributed to the Grievance Committee and posted on bulletin boards identified in Article 5 prior to their effective date. All written policies shall be discussed at the monthly Grievance Committee Meeting, placed in a policy manual, and made available to all bargaining unit employees.

SECTION 3. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 4. The Employer recognizes the skill and experience of employees and invites individual employees to make suggestions for consideration by the Employer with regard to work rules and procedures.

SECTION 5. In order to maintain harmonious relations, the Employer shall notify the Grievance Committee of any alterations, deletions, or additions to the Employer's work rules and policies three (3) days prior to their implementation except in emergency situations or where it is otherwise not practicable.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that the prompt adjustment of grievance is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievance involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

SECTION 2. The word "grievance" as used in this Agreement refers to an alleged failure of the Employer to comply with the provisions of this Agreement or the law

SECTION 3. A grievance under this procedure may be brought by any member of the bargaining unit to the Union Committee. Where a group of a bargaining unit employees desire to file a grievance involving a situation affecting each employee in a similar manner, not more than three (3) such employees will process the grievance.

Any member of the Grievance Committee may file and process grievances on matters affecting any or all members of the bargaining unit.

SECTION 4. The Union members will designate no more than four stewards and one chief steward which shall be known as the Grievance Committee. The Union will notify the Employer, in writing, of the names of the stewards within thirty (30) days after the stewards are elected. Any change thereafter will be forwarded to the Employer by the Union as soon as the changes are made. Among the authorized functions of the Grievance Committee are the following:

- A) Monthly meetings shall be held at a mutually agreeable time between the Grievance Committee and appropriate Employer representatives;
- B) Attendance at any special meeting called by either party to discuss a particular grievance or problem;
- C) Posting of Union notices on bulletin boards identified in Article 5 section 9;
- D) Representing the Union in investigations and processing grievances;
- E) The general administration and review of this Agreement.

SECTION 5. A member of the bargaining unit shall be given reasonable time to consult with an appropriate steward during working hours, relative to a grievance. It is expected that such consultation will normally occur in the last hour of work.

An employee may choose to have a steward present at any step of the grievance procedure.

SECTION 6. The following are the implementation steps and procedures for the handling of employees' grievance:

A. PRELIMINARY STEP:

An employee having a grievance will first attempt to resolve it informally with his immediate supervisor, at the time the incident(s) giving rise to the grievance occur or are first known to the employee(s). If the aggrieved employee so desires, a member of the Grievance Committee may be present at this informal discussion. If the employee is not satisfied with the response at this step, he may pursue the formal steps which follow and file a Step One Grievance within five working days from the time of the incident(s).

B. STEP ONE – GRIEVANCE COMMITTEE:

1. An employee having a grievance shall present it in writing to the Grievance Committee within five (5) working days of the preliminary step, except in such cases where extenuating circumstances preclude filing within this time limit.
2. A meeting will be held within five (5) working days from the receipt of the written grievance by the respective department head. Following this meeting, Superintendent (or Assistant Engineer, as appropriate shall respond in writing within five (5) working days, to the union.

C. STEP TWO – COUNTY ENGINEER:

1. Should the union not be satisfied with the written response received in Step One, within five (5) working days thereof it may submit the grievance to the County Engineer or his designee and request that a Step Two meeting be scheduled.
2. Upon receipt of the written grievance, the County Engineer shall have the grievance date-stamped and shall schedule a meeting within five (5) working days.
3. A grievant may choose to have a member of the Grievance Committee present at this step as well as the Union staff representative.
4. Within five (5) working days of the meeting, the County Engineer or his designee shall render his decision in writing to the Union, with a copy to the grievant.

SECTION 7. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within eight (8) working days after receipt of the County Engineer's answer in Step 2.

The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request either the American Arbitration Association or FMCS to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the first party a third name, the other party then strike a fourth name, and the remaining person shall be the arbitrator.

Except as otherwise specified by this Agreement, the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Trumbull County, Ohio (unless the parties mutually agree otherwise).

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him or her. In the event the arbitrator finds a violation of the terms of this Agreement, he or she will fashion an appropriate remedy.

The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs of the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on the parties.

The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union; each party shall be responsible for compensating its own representatives and non-employee witnesses.

SECTION 8. It is the Employer's and the Union's intention that all time limits in the above grievance procedure shall be met. However, the grievant and the Employer's representatives may agree, in writing, to a short mutual time extension. The grievant may at any step where the grievance has not been scheduled within the appropriate time limits, or where the response was not reduced to writing, move the grievance to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

**ARTICLE 9
WORK WEEK, SCHEDULE AND OVERTIME**

SECTION 1. Eight (8) consecutive hours per day, including a paid lunch of thirty (30) minutes, shall constitute a normal work day. Similarly, forty (40) hours per week in five (5) consecutive eight (8) hour days shall constitute a normal work week. 7:00 A.M. – 3:00 P.M. Monday through Friday is the normal work week for Highway Department employees. The normal work week for personnel working in or from the office (including all engineering technicians) shall be from 8:00 A.M. to 4:00 P.M. The unit for calculating weekly overtime is the period of time beginning at 12:01 A.M., Sunday and ending 11:59 A.M., Saturday, of each week. Employees shall not receive overtime for working through lunch. Crew foreman shall be responsible for dictating the lunch period for their crew.

SECTION 2. One and one-half (1 1/2) times the employee's regular straight-time hourly rate shall be paid for or shall have compensation for time granted for:

- A) Hours worked in excess of forty (40) in one work week.
- B) Hours worked on Saturday and Sunday.
- C) Hours worked in excess of eight (8) in one day when scheduled eight (8) hours.

SECTION 3. Work schedules are defined as an employee's regularly assigned work hours of the day and day of the week, and shift assignment. Changes in work schedules shall be made only to meet the operational needs as determined by the Employer or his representatives and shall not be made arbitrarily. Written notice will be provided to employees affected by a work schedule change as far in advance as possible, except when changes are necessitated by emergencies as determined by the Employer.

SECTION 4. Pyramiding of overtime shall not be permitted.

SECTION 5. Whenever an employee is called to work at times other than his regular shift to work hours which are not adjacent to his regular shift, thus necessitating additional travel to and from work, the employee shall be guaranteed a minimum three (3) hours work at one and one-half (1 1/2) times the employee's regular straight-time hourly rate.

SECTION 6. – COMPENSATORY TIME. Employees may elect to accrue compensatory time off in lieu of cash overtime payment. However, if an employee elects compensatory time, he cannot later convert such compensatory time to monetary payment. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be

eighty (80) hours. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made. Compensatory time must be used within one hundred eighty (180) days from when it was earned. Employees who fail to use compensatory time within the specified period shall have their compensatory time scheduled by Management.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the final regular rate received by the employee.

SECTION 7. OVERTIME ROTATION. The Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer agrees to post an Overtime Roster with each classification listed by seniority and hours worked or offered. If a classification list is exhausted, Management retains the right to call whomever necessary to perform the job. The Overtime Roster will be renewed every twelve (12) months in April. The Overtime Roster will be kept as equal as possible.

SECTION 8. ASH AND PLOW RUNS. To provide for the most efficient way to ash and plow our highways, the work force will be adjusted to include all interested qualified personnel. When a call out is mandated, employees with established runs will be called. If more help is needed, the superintendent shall call from the extra list by seniority. This list will include all interested, qualified employees. (Qualifications shall include a CDL license, ability to perform, dependability, attendance, and promptness in performance.)

The performance of established runs shall be reviewed annually. Failure of an employee with an established run to participate in at least 70% of all runs may result in the run being reassigned, provided that time spent on approved leave will not be considered non-participation in a run.

If a plow run is called, employees with established ash runs but no plow runs, will be on top of the extra list.

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

When a vacant ash or plow run becomes available, the Superintendent shall announce the open run. Employees who already have established runs will have an opportunity to change runs with the open one going to the senior employee. The open run will then go to the senior truck driver who does not have an established run. If no truck driver is available, he shall chose from the list of interested qualified employees on a seniority basis.

All interested employees will be given adequate training and will be evaluated by a Supervisor. If an employee is not determined to be qualified after a reasonable

attempt at training, he can attend an accredited truck driving school (on his own time and at his expense), after which he can be reevaluated

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

Employees called out to perform an established ash or plow run which is not contiguous with their regular shift, shall receive a minimum of four (4) hours at the applicable rate.

ARTICLE 10 SENIORITY, PROMOTION AND TRANSFER

SECTION 1. It is the policy of the Employer to provide classified employees with an opportunity to be promoted. When it is necessary for supervision to fill bargaining unit job openings, there shall be a notice posted on all bulletin boards announcing the jobs to be filled and the minimum job qualifications required. A form with space provided for the personal signature(s) of the interested party(s) shall be available for a period of no less than two weeks in the personnel office.

The Employer has the right to determine when a vacancy exists. Once a vacancy is determined to exist by the County Engineer and is posted, it must be filled within forty-five (45) days after the close of the posting period provided there is/are sufficient qualified applicant(s) from within the bargaining unit and there is/are not other circumstance(s) which reasonably preclude the filling of the posted vacancy.

SECTION 2. The forms with signature(s) of the interested party(s) who are full-time regular employees for said job shall be the "eligibility list" for the particular job or jobs for a period of one hundred twenty (120) days. The same list shall be used for any replacement in case of a dropout or removal from any advertised opening before the one hundred twenty (120) days expire. Any status change in advertised opening occurs after the initial one hundred twenty (120) days before new advertisement is necessary.

SECTION 3. All applicant(s) for promotion or transfer must meet minimum job qualifications and then will be considered based on the following criteria:

- A) The employee's total work history and past performance;
- B) Dependability; including the employee's availability for overtime and their attendance record;
- C) Job related educational background;
- D) Aptitude and/or experience with the duties of the posted position.

The employee's seniority will be considered as a factor in accordance with the Ohio Revised Code. Seniority shall be the total length of service in a permanent full-time bargaining unit position or succession of positions within the employ of the Engineer dating back to the last date of hire. Continuous service shall be interrupted only by the following:

- A) Separation because of resignation;
- B) Discharge (removal) for just cause;
- C) Failure to return from leave of absence;
- D) Failure to respond to recall from layoff;
- E) An employee leaves the bargaining unit after April 19, 1993 to work in a position with the Employer not covered by this Agreement, and later returns to a bargaining unit position. Unless the leave described in this item "E" occurred before April 19, 1993, the time spent in a position not covered by this Agreement shall not be included in the calculation of seniority.
- F) The Employer will always select the best qualified applicant. Where two (2) or more of the highest qualified applicants satisfy the above criteria equally, seniority shall be the determining factor.

SECTION 4. Once an employee has been selected to fill a vacancy he/she shall be promoted to the job on the first day of the pay period immediately following such designation.

All employees on the eligibility list who have more seniority than the employee who is awarded the job will receive written notification one (1) day prior to the award.

SECTION 5. The Employer shall prepare and maintain seniority lists.

If an employee is removed from present classification by his personal request or demotion by the Employer while he is on the one hundred twenty (120) day probationary period of the new job, he shall return to his previous classification with respective pay rate.

After an employee completes one hundred twenty (120) days in a permanent classification he can change classifications only through the bid process or demotion.

SECTION 6. No posting shall be required for positions of "Engineering Department" except Engineering Technician 1 and 2; however, resumes will be

accepted at any time by the Engineer for consideration for future job changes. The Engineer will post notification five (5) working days prior to the filling an Engineering Department position so that employees will have an opportunity to submit their resume for consideration.

SECTION 7. Temporary vacancies for summer truck drivers shall be open to bid from "Labor 1" and "Labor 2" classification holders only in accordance with this Article

SECTION 8. Employees classified as Labor I who have a valid Ohio CDL license shall be promoted to Labor II upon attainment of the 100% wage rate for Labor I.

SECTION 9. The Union and Engineer acknowledge and agree that the Engineer has the right to require employees from time to time to work in jobs of a lower classification without a reduction in pay and that the Engineer has the right to require laborers from time to time to drive motor vehicles driven by truck drivers, provided the laborer has the required license and skills. If a laborer is required to drive a truck, during regular work hours on any day, the laborer shall be entitled to be paid Truck Driver 1 wages for each hour worked during that shift. However, if a laborer is assigned to snow and ice control outside of regular work hours, he shall receive Truck Driver 1 wages in accordance with overtime call provisions.

ARTICLE 11 LAYOFF & RECALL

SECTION 1. – NOTICE. Whenever a reduction in the work force is necessary, the Engineer shall determine the classification or classifications in which the layoff or layoffs will occur and the number of employees to be laid off within each classification. Each employee to be laid off shall be given advance written notice at least fourteen (14) calendar days before the effective date of layoff.

SECTION 2. – ORDER OF LAYOFF. Layoff(s) shall occur in the following order in the affected classification:

- A) Part-Time Temporary
- B) Full-Time Temporary
- C) Casual
- D) Part-Time Seasonal
- E) Full-Time Seasonal
- F) Part-Time Regular
- G) Full-Time Regular

Employees shall be laid off in inverse order of seniority within each affected classification. In no event shall performance evaluations be used for retention purposes

SECTION 3. – DISPLACEMENT RIGHTS. An employee, who is displaced as a result of layoff, shall have the right to displace the least senior employee within the same classification. If no employee within the same classification has less seniority, the laid off employee may displace the least senior employee in a lower classification in the same classification series provided the employee is qualified to perform the duties of the position. If no employee within the same classification series has less seniority, or the employee is not qualified to perform the duties of a lower classification within the classification series, the laid off employee may displace the least senior employee in a classification previously held.

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

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

SECTION 5. – NOTIFICATION OF REINSTATEMENT. Each employee recalled from layoff shall be notified of the offer of reinstatement by U.S. Certified Mail. The refusal of reinstatement shall result in removal of such employee's name from the recall list. Each employee shall be allowed ten (10) calendar days from the date of receipt to accept an offer of reinstatement. In the event of extenuating circumstances (e.g. illness, injury, absence from city or state or other good cause) preventing the employee from returning within the above time limit, the Engineer shall grant a reasonable extension, not to exceed sixty (60) days. In the absence of extenuating circumstances, an employee not accepting reinstatement within ten (10) days shall be deemed to have declined reinstatement and the employee's name shall be removed from reconsideration for reinstatement.

ARTICLE 12 SICK LEAVE AND LEAVES OF ABSENCE

SECTION 1. – CREDITING OF SICK LEAVE. Sick leave credit shall be earned at the rate of 0.0575 hours for each hour of service in active pay status which

shall not include unpaid leaves of absences or layoff. An employee may accumulate his unused sick leave without limit

SECTION 2. - EVIDENCE REQUIRED FOR SICK LEAVE USAGE. Except in cases where an employee's return to work is subject to the terms of the Family and Medical Leave Act, Upon return to work the employee must complete a standard written signed statement. The written statement must be submitted immediately upon the employee's return to work and is subject to the approval of the Employer. A sick leave statement of physician's document releasing the employee to return to work without restrictions may be required.

SECTION 3. - UNUSED SICK LEAVE CONVERSION. Any employee may elect, at the time of retirement from active service with the Employer and with ten (10) or more years of service with the county, to be paid in cash, for various defined percentages of the value, up to a maximum of one hundred twenty (120) days, of his or her accrued, but unused, sick leave credit, such payment to be based on the employee's rate of pay at the time of retirement. Such election must be made no later than ninety (90) days from the final date of employment. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any member.

<u>BALANCE OF SICK LEAVE</u>	<u>CASH PERCENTAGE</u>
0 to 1,250 hours	50% of 960 hours
1,251 to 1,500 hours	60% of 960 hours
1,501 to 1,750 hours	70% of 960 hours
1,751 to 2,000 hours	80% of 960 hours
2,001 or more hours	90% of 960 hours

If a person dies during employment with the County Engineer, the same defined percentages as noted in this Article, Section 3 will apply and shall be paid to said employee's estate.

SECTION 4. - USES OF SICK LEAVE. Sick leave shall be granted to an employee only upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.
2. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
3. Pregnancy and/or childbirth and other conditions related thereto.

Immediate family shall be defined as the following: father, mother, spouse, child, step-child, and grandchild.

SECTION 5. – CHARGING OF SICK LEAVE. Sick leave shall be charged in incremental units of one quarter (.25) hour.

SECTION 6. – NOTIFICATION BY EMPLOYEE. Employees' ordinary report-off time shall be by telephone to Warren Offices during the hour prior to the employee's starting time. The caller should provide the following information.

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

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

SECTION 7. The Employer maintains the right to control employee attendance and absenteeism. In the event that an employee uses excessive amount of sick leave which cannot be justified or develops a pattern of sick leave abuse appropriate corrective and/or disciplinary action will be taken.

SECTION 8. PERSONAL LEAVE. Employees may use two (2) sick leave days per calendar year for personal reasons with approval of the Employer (See Article 12 section 6 for proper report-off procedure).

SECTION 9. MILITARY LEAVE. Military leave will be granted to all employees who are members of the Armed Forces of the United States. The employee must submit their orders in writing to the Engineer within two (2) working days of receiving such orders. An employee on military leave shall receive the difference between their county pay and military pay.

SECTION 10. – MATERNITY LEAVE. Upon written request to the Engineer, a pregnant employee shall be granted maternity leave (an unpaid leave of absence) for the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position as evidence by a certificate from a physician. Such leave shall not include time being requested for purposes of child care following recovery of the employee. A pregnant employee shall be permitted to use any or all accumulated sick leave credit only for the period of time as certified by a physician's certificate, that the employee is unable to work as a result of the pregnancy, childbirth, or other related medical conditions. Any employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period that the employee is unable to perform the substantial and material duties of the position.

SECTION 11. – FAMILY MEDICAL LEAVE. Employees will be granted unpaid Family Medical Leave as provided under the Family and Medical Leave Act (FMLA) of 1993.

Employees must exhaust their accrued sick leave, accumulated compensatory time, and all but eighty (80) hours of accumulated vacation prior to taking leave under the Family Medical Leave Act.

The employee shall receive all benefits and reinstatement rights as required by the FMLA.

SECTION 12. – HOSPITALIZATION AND WORKERS' COMPENSATION LEAVE OF ABSENCE. Employees who are injured in the performance of their duties and receive Workers' Compensation benefits shall have their hospitalization insurance benefits continued in accordance with this Article for up to three hundred and sixty-five (365) days from the last date of service on the active payroll, as defined by the following:

- 0 to six (6) month – one hundred percent (100%) employee paid coverage.
- Seven (7) months – eighty percent (80%) Employer paid coverage.
- Eight (8) months – sixty percent (60%) Employer paid coverage.
- Nine (9) months – forty percent (40%) Employer paid coverage.
- Ten (10) months – twenty percent (20%) Employer paid coverage.
- Eleven (11) months – twenty percent (20%) Employer paid coverage.
- Twelve (12) months – twenty percent (20%) Employer paid coverage.

An employee shall be permitted to use sick leave or vacation while on Workers' Compensation leave, provided the total benefits received by the employee shall not exceed the regular compensation the employee would have received for the period in question if the employee were not on Workers' Compensation. The Engineer reserves the right to require an employee to submit to a physical examination prior to making any contributions towards an employee's health insurance in the seventh, eighth and ninth months. The cost of this examination shall be paid by the Employer.

SECTION 13. – PERSONAL LEAVE OF ABSENCE WITHOUT PAY. An employee may request, in writing to the Engineer, a personal leave of absence without pay. The authorization of such personal leave may be granted at the discretion of the Employer on a case by case basis.

Employees who are granted unpaid leave of absence shall be entitled to participate in the Health Insurance Program as defined by the Federal COBRA Law. During such absences, the employee who chooses to participate is responsible for paying all of the health insurance premiums due for the period of approved absence.

SECTION 14. - COURT LEAVE. The Employer shall grant full pay for on duty hours when an employee is summoned for jury duty by The United States, The State of Ohio, or a political subdivision. Employees who are subpoenaed to appear in court as a consequence of their employment with The County Engineer shall also receive full pay for on duty hours they are required to be in court. Remittance of compensation for court or jury duty shall be in accordance with procedures established by The Board of County Commissioners or other responsible county authorities, unless such duty is performed outside of normal working hours. An employee shall report to work if more than three (3) hours remain in the work day after release from jury duty.

SECTION 15. - BEREAVEMENT LEAVE. One day of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his or her immediate family. Immediate family shall be defined as the following: grandparents, spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian. Three additional days of leave may be used. Those three days if used, will be charged to an employee's sick leave.

ARTICLE 13 HOLIDAYS

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

NEW YEAR'S DAY
PRESIDENT'S DAY
MARTIN LUTHER KING DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY

SECTION 2. In the event that any of the recognized holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. If the recognized holiday falls on a Sunday, the next succeeding day shall be deemed a holiday.

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

absence. Employees shall not be paid for any holiday in which they call-off sick on their last scheduled work day before or after the holiday if they have previously used sick leave before or after a holiday three times or more during the calendar year.

SECTION 4. All bargaining unit employees receive one and one-half (1-1/2) times their base rate of pay for any hours worked on holidays in addition to holiday pay, except for hours worked on Thanksgiving and Christmas Day, which shall be paid at two times their base rate of pay in addition to holiday pay.

ARTICLE 14 VACATION

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
LESS THAN 1 YEAR	NONE
1 YEAR THROUGH 6 YEARS	80 HOURS
7 YEARS THROUGH 14 YEARS	120 HOURS
15 YEARS THROUGH 19 YEARS	160 HOURS
20 YEARS THROUGH 25 YEARS	200 HOURS
25 YEARS OR MORE	230 HOURS

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

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 HOURS	3.1 HOURS
120 HOURS	4.6 HOURS
160 HOURS	6.2 HOURS
200 HOURS	7.7 HOURS
230 HOURS	8.85 HOURS

SECTION 2. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

SECTION 3. Vacations may be scheduled any time of the year so long as such time is agreed upon by the Employer. Vacation time may be taken in units of one quarter (.25) hour with twenty-four (24) hours advanced approval.

SECTION 4. Vacation leave may be taken by an employee between the year in which it was earned and the next anniversary date of employment. The

Employer shall permit the employee to carry vacation from year to year not to exceed three (3) years of accumulation. Employees shall be paid for any vacation leave to their credit which is in excess of the stated accrual, if the employee has been denied vacation during the past twelve (12) months.

SECTION 5. Days specified as holidays in this Agreement will not be charged to an employee's vacation leave.

SECTION 6. An employee will be granted paid leave for his or her birthday. Birthdays falling on weekends will be treated in the same manner as holidays. An employee whose birthday falls on a legal holiday will be granted leave on the following working day.

SECTION 7. Upon separation from service with the Employer, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his or her credit at the time of separation up to three (3) years. In the case of death of an employee, such unused vacation leave shall be paid to the surviving spouse and/or estate of the employee

SECTION 8. UNUSED VACATION TIME UPON RETIREMENT. Any employee may let his vacation accumulate for a period of not longer than three (3) years. Upon retirement or termination of his employment, he shall be paid for his accumulated vacation time, not to exceed that amount he would normally accumulate in three (3) years according to The Ohio Revised Code.

ARTICLE 15 HEALTH, SAFETY, AND EQUIPMENT

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

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

SECTION 3. Any time an employee is directed to perform a job out of their classification for which they feel they are not qualified or do not have the proper training, he/she will perform said duty, but may inform the immediate supervisor that the work is being done under protest and at that point will proceed through the grievance procedure with the protest. However, if the employee believes he

is being required to perform a job which poses a threat to his personal safety, he may further protest the job assignment in accordance with this Section.

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

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

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

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

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

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

SECTION 7. Employees assigned to positions where they are at risk of hepatitis shall be provided an opportunity to have a hepatitis vaccination at no cost to

them provided the employee receives the vaccination at the County Board of Health

SECTION 8. The Engineer shall provide all employees with a one-hundred fifty (150 00) allowance for clothing and boots in each year of the contract.

SECTION 9. The Engineer shall provide mechanics and welders with a tool allowance of \$200 and \$100, respectively, in each year of the contract.

ARTICLE 16 SEVERABILITY

SECTION 1. This Agreement is subject to all applicable laws. In the event any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. This agreement shall supersede all civil service rules and regulations and other provisions of The Ohio Revised Code which are in conflict with any provisions of this Agreement.

SECTION 2. The Engineer and the Union agree to meet within thirty (30) days following notification by either party that any provisions of the Agreement has been determined unlawful, for the purpose of negotiating a lawful alternative provisions on the same subject matter.

ARTICLE 17 NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Engineer and the Union recognize their mutual responsibility to provide for the uninterrupted services as the citizens of Trumbull County, therefore:

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations of services of the employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, 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 appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged

and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal

SECTION 2. The Employer agrees that neither it, its officer's agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

SECTION 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

SECTION 4. This Article in no way supersedes nor rescinds any rights the Employee has under The Ohio Revised Code.

ARTICLE 18 CDL/LICENSURE/ACCREDITATION/CERTIFICATION

SECTION 1. In the event an employee fails to maintain the qualifications of his position, he shall be moved back by the employer to a lower position in his classification group. If there is no vacancy in the classification group, the employer shall move the employee into a lower position that he/she is qualified for. The employee shall receive the rate of pay of his new classification.

ARTICLE 19 INSURANCE

SECTION 1. - HEALTH INSURANCE. The Employer will continue to provide health insurance for the duration of this agreement at the level of coverage provided in the 2003-07 agreement except for the following.

- A. The co-pay to be paid by employees for mail order prescriptions shall be \$15.00 for generic and \$30.00 for brand name prescriptions and non-formulary.
- B. The maximum out of pocket shall be \$600.00 per individual and \$1200.00 per family.
- C. Where the previous agreement's plan pays 100% it shall now be paid at 90% (subject to deductible). Where the plan pays 90% it shall now be paid at 80% (subject to deductible).
- D. Employees shall contribute to the cost of health insurance as follows.

Family plan: employee contribution = \$30.00 per pay period.

Single plan. employee contribution = \$ 15 00 per pay period

- E. Employee's spouses and dependents who are eligible for health insurance coverage by their employers at no cost to themselves shall elect such coverage as their primary insurance; the current county plan shall be their secondary insurance.

SECTION 2. LIFE INSURANCE. The Employer shall provide a twenty thousand dollar (\$20,000.00) term life insurance policy with death and dismemberment.

SECTION 3. DENTAL INSURANCE. The Employer shall pay the full cost of a dental insurance plan.

SECTION 4. COMPENSATION IN LIEU OF INSURANCE. Upon establishing to the satisfaction of the Employer that the Employee is covered by adequate insurance from other sources, each Employee shall have a one-time right (in the absence of extenuating circumstances) to elect in writing that the Employee be removed as a covered insured from the health insurance plan coverage described in this Article, in which event the Employee shall be removed from the list of insured for such insurance coverage and shall be entitled to receive in lieu thereof one-half of the cost the Employer (up to a yearly maximum of \$2,500.00) otherwise would have expended during the period of active employment of said Employee where coverage is rejected by the Employee, which amount shall be paid to the Employee with the Employee's payroll checks in accordance with established County Auditor payroll procedures. These payments will not accrue for any period the Employee is on Workers' Compensation. Any such election by an Employee must be made in writing and shall be effective the following first day of the month. An Employee who has made such an election shall have a one-time right, which must be exercised in writing, to become covered again by the insurance coverage afforded all other Bargaining Unit Employees, by giving the Employer at least thirty (30) days prior notice, in which event coverage will be reinstated effective the first day of the month which follows said thirty (30) day prior notice. If State or Federal Legislation is enacted which establishes a medical coverage program requiring contribution by Employers to a fund or private or public coverage plan in lieu of the current plan, this Section 4 shall be null and void.

SECTION 5. An eight-member insurance committee shall be formed consisting of equal numbers of management and the bargaining unit. The committee will have the task of recommending cost saving measures to the Trumbull County Engineer and considering alternatives to help defray rising health care cost. The committee shall meet no less frequently than once every quarter. The time of the meetings shall be set and approved by the employer.

**ARTICLE 20
WAGES**

SEE APPENDIX 'C' MOU FOR YEARS 2010-2013

SECTION 1. The following wage and PERS pickup shall be effective during the term of this Agreement.

	PERS PICKUP PERCENT EMPLOYER TO PAY EMPLOYEES PORTION OF RETIREMENT	WAGE INCREASE PERCENT
APRIL 20, 2007*	4%	4%
APRIL 20, 2008**	TOTAL OF 4%	3%
APRIL 20, 2009**	TOTAL OF 4%	3%

*N.B. : Effective upon the first pay period following ratification

** N.B. Effective upon the first pay period following April 20th.

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

SECTION 2. NEW HIRES. All Bargaining Unit Employees hired after April 19, 1993 shall be subject to the following wage adjustments:

PROBATIONARY PERIOD

SEVENTY PERCENT (70%) OF APPLICABLE WAGE RATE

**END OF PROBATIONARY PERIOD TO FIRST ANNIVERSARY OF HIRE
DATE**

SEVENTY-FIVE PERCENT (75%) OF APPLICABLE WAGE RATE

**FIRST ANNIVERSARY OF HIRE DATE TO SECOND ANNIVERSARY OF HIRE
DATE**

EIGHTY-FIVE (85%) OF APPLICABLE WAGE RATE

**SECOND ANNIVERSARY OF HIRE DATE TO THIRD ANNIVERSARY OF
HIRE DATE**

NINETY-FIVE PERCENT (95%) OF APPLICABLE WAGE RATE

THIRD ANNIVERSARY OF HIRE DATE AND OVER

ONE HUNDRED PERCENT (100%) OF APPLICABLE WAGE RATE

The Employer reserves the right to set a new hires wages at a level higher than the first year rate based on consideration of the experience level and qualifications of the new hire. Beginning rate, however, shall not exceed the full one hundred percent (100%) rate for that position. When Employees are hired at a level other than the Probationary Period Rate, the next subsequent increase shall occur on each anniversary date of the hire.

SECTION 3. Upon completion of five (5) or more years of service, Employees shall receive an annual longevity bonus equal to three dollars (\$3.00) for each year of service completed up to a maximum of thirty (30) years. Example. a five (5) year Employee would receive a bonus of \$180.00 (\$3.00 x 5 years x 12 months).

There shall be one payment for all employees, with regard to longevity which will be the first pay of December.

ARTICLE 21 CONTRACTING OUT

When the Employer anticipates contracting out work presently being performed by bargaining unit employees, the Union will be notified at least sixty (60) days prior to an invitation for bids.

Following such notice, the Employer will meet with the Union to discuss the information contained in the notice.

The decision to contract out work presently being performed by bargaining unit employees will be made based on cost effectiveness and service to the public.

ARTICLE 22 EDUCATIONAL INCENTIVE PAYMENT

1. The possession or acquisition of either the "EIT", Engineer in Training or the "SIT", Surveyor in Training certification will entitle employees to receive a one time \$550.00 bonus for the successful passage of each.
2. The possession or acquisition of either a "P.S.", Professional Surveyor or a "P.E." Professional Engineer license will entitle employees to receive a \$1,100.00 per year payment for each year the license is held in good standing.

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

ENGINEERING TECH 3, 4, & 5

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

ARTICLE 23 ENTIRE AGREEMENT

SECTION 1. The intent of this Agreement is to supersede the Ohio Civil Service laws and the Ohio Revised Code, except where specifically referenced and authorized.

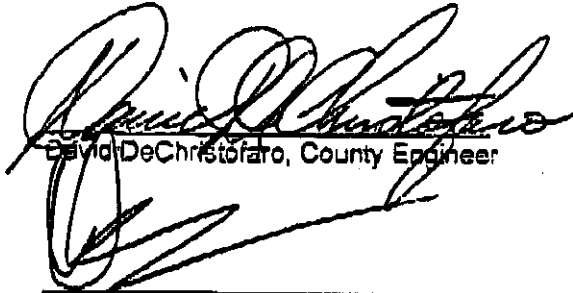
SECTION 2. The Agreement totally integrates all wages, hours, terms and conditions of employment eliminating any past and existing practices. However, past practices shall be recognized to the extent that such practices are continued during the term of this Agreement.

**ARTICLE 24
DURATION**

SECTION 1. This Agreement is effective as of 12:01 a.m. April, 20, 2010 and shall continue in full force and effect from that date to 11:59 p.m., April 19, 2013; and unless either party hereto shall, within sixty (60) days of the expiration date of this Agreement, notify the other party in writing by certified mail with return receipt, of a desire to change, alter or amend any portion of this Agreement, or terminate the entire Agreement, said Agreement shall remain effective from year to year thereafter.

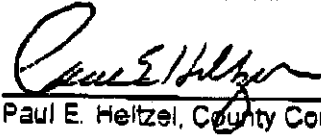
CBA 2010-2013
SIGNATURE PAGE

TRUMBULL COUNTY ENGINEER



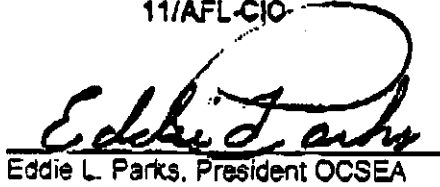
David DeChristofaro, County Engineer

David Rouan, Director of Administration
& Governmental Affairs

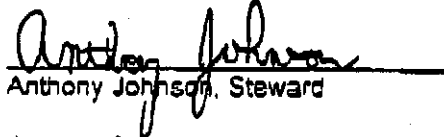


Paul E. Heltzel, County Commissioner

OHIO CIVIL SERVICE EMPLOYEES
ASSOCIATION AFSCME LOCAL
11/AFL-CIO



Eddie L. Parks, President OCSEA



Anthony Johnson, Steward



Tim Sutton, Steward



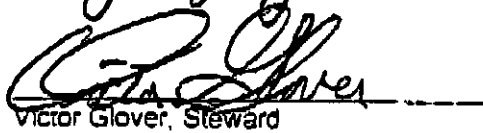
Robert Click, Union Steward



James Matanin, Union Steward



George Yerkes, OCSEA Staff Representative



Victor Glover, Steward

APPENDIX A

CLASSIFICATION SERIES

SERIES 1

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

SERIES 2

MASTER MECHANIC
MECHANIC 2
MECHANIC 1

SERIES 3

ELECTRICIAN
FOREMAN 2
MAINTENANCE SUPERVISOR
PARTS SUPERVISOR
FOREMAN 1

SERIES 4

FABRICATION/EQUIPMENT WELDER

SERIES 5

SECRETARY 1
SECRETARY 2
ASSISTANT BOOKKEEPER

SERIES 6

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

**APPENDIX B
2009**

SERIES 1	70%	75%	85%	95%	FULL RATE
EQUIPMENT OPERATOR	\$13.50	\$14.46	\$16.39	\$18.32	\$19.28
TRUCK DRIVER 2	\$13.05	\$13.98	\$15.84	\$17.71	\$18.64
TRUCK DRIVER 1	\$12.75	\$13.67	\$15.49	\$17.31	\$18.22
HOSEMAN	\$12.79	\$13.70	\$15.53	\$17.36	\$18.27
PARTS HELPER	\$12.47	\$13.36	\$15.14	\$16.92	\$17.81
SIGN HELPER	\$12.47	\$13.36	\$15.14	\$16.92	\$17.81
LABOR 2	\$12.47	\$13.36	\$15.14	\$16.92	\$17.81
LABOR 1	\$11.96	\$12.82	\$14.53	\$16.24	\$17.09
JANITOR	\$10.09	\$10.82	\$12.26	\$13.70	\$14.42
SERIES 2					
MASTER MECHANIC	\$14.11	\$15.12	\$17.14	\$19.15	\$20.16
MECHANIC 2	\$13.80	\$14.78	\$16.75	\$18.72	\$19.71
MECHANIC 1	\$13.50	\$14.46	\$16.39	\$18.32	\$19.28
SERIES 3					
ELECTRICIAN	\$14.71	\$15.76	\$17.86	\$19.96	\$21.01
MAINT. SUPERVISOR	\$14.18	\$15.19	\$17.21	\$19.24	\$20.25
FOREMAN 2	\$14.18	\$15.19	\$17.21	\$19.24	\$20.25
PARTS SUPERVISOR	\$13.80	\$16.75	\$16.75	\$18.72	\$19.71
FOREMAN 1	\$13.50	\$14.47	\$16.40	\$18.33	\$19.29
FAB/EQUIP WELDER	\$13.91	\$14.90	\$16.89	\$18.88	\$19.87
SERIES 5					
SECRETARY 2	\$12.52	\$13.42	\$15.21	\$17.00	\$17.89
SECRETARY 1	\$12.08	\$12.94	\$14.66	\$16.39	\$17.25
ASST. BOOKKEEPER	\$12.08	\$12.94	\$14.66	\$16.39	\$17.25
SERIES 6					
ENGINEERING TECH 5	\$15.03	\$16.10	\$18.25	\$20.40	\$21.47
ENGINEERING TECH 4	\$14.92	\$15.98	\$18.11	\$20.24	\$21.31
ENGINEERING TECH 3	\$14.18	\$15.19	\$17.21	\$19.24	\$20.25
ENGINEERING TECH 2	\$13.29	\$14.24	\$16.14	\$18.04	\$18.99
ENGINEERING TECH 1	\$12.61	\$13.51	\$15.31	\$17.11	\$18.01

**APPENDIX C
2010-2013
MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE TRUMBULL COUNTY ENGINEER
AND THE
OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME LOCAL UNION NUMBER 11, AFL-CIO**


for the
Bargaining Unit Employees of the Trumbull County Highway Department,
Engineering Department, and Office Staff

WHEREAS, the Office of the Trumbull County Engineer (Employer) and the Ohio Civil Service Employees Association AFSCME Local Union Number 11, AFL-CIO (Union), hereinafter referred to as the Parties, for and in consideration of the foregoing premises hereby enter into this Memorandum of Understanding (MOU) for an extension of the Parties' Collective Bargaining Agreement (CBA) for three (3) years, beginning April 20th, 2010 and ending April 19th, 2013.

1. The Parties agree that the current CBA, which expires on April 19th, 2010, will "roll over" in its entirety and shall be extended under the same terms and conditions as they are set forth in the present CBA, with the exception of Item number 5 as described below, for a period of three (3) years, beginning April 20th, 2010 and ending April 19th, 2013.
2. The Union agrees to a wage freeze for the term of this MOU and CBA extension.
3. The Employer agrees that if any Trumbull County AFSCME Local Numbers 420, 2400, 3800, and 3808A, OCSEA AFSCME Local 11 AFL-CIO (Health Department), Trumbull County OPBA Units 1-3, and Trumbull County OPBA 9-1-1 Telecommunicators receive a percentage wage increase for the contract year 2011, the Union will receive the highest percentage of any wage increase of those aforementioned bargaining units beginning April 20th, 2011; and if any Trumbull County AFSCME Local Numbers 2400, 3808, and 3808A, OCSEA AFSCME Local 11 AFL-CIO (Health Department), Trumbull County OPBA Union Units 1-6, and Trumbull County OPBA 9-1-1 Telecommunicators receive a percentage wage increase for the contract year 2012, the Union will receive the highest percentage of any wage increase of those aforementioned bargaining units beginning April 20th, 2012.
4. The Employer agrees that no management or administrative staff member shall receive a pay raise or bonus during the term of this MOU and CBA extension, except for those instances described in Item number 3 above; only then may they be entitled to receive the same wage increase as the Union.
5. The Parties agree that the sentence "However, from November 1 through May 1 the normal work week shall be from 6:00 AM - 4:00 PM" as it appears in the current CBA ARTICLE 9 - WORK WEEK, SCHEDULE AND OVERTIME, SECTION 1 is hereby deleted.


IN WITNESS WHEREOF, the undersigned representatives of the Office of the Trumbull County Engineer (Employer) and the Ohio Civil Service Employees Association AFSCME Local Union Number 11, AFL-CIO (Union) have hereunto set their signatures at Weirton, Ohio this 4th day of November, 2009.

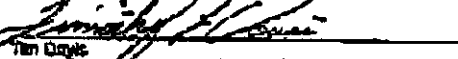
FOR THE TRUMBULL COUNTY ENGINEER



David J. Kunkel
Trumbull County Engineer

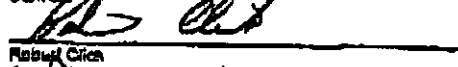

David Hagan
Director of Administration & Governmental Affairs

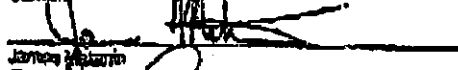
OHIO CIVIL SERVICE EMPLOYEES
ASSOCIATION AFSCME LOCAL 11, AFL-CIO

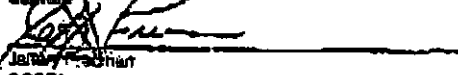

Anthony Johnson
Chief Steward


Tim Davis
Acting Steward for Victor Gasser


Tim Sutton
Steward


Richard Glick
Steward


James H. Martin
Steward


James P. Schmitt
OCSEA