AFSCME Local #: 1032-1 S&M

Date Proposed: 06 . 12 . 24

The Union accepts a change to Section 11.1(E)(1) below:

ARTICLE 11: HOLIDAYS AND VACATIONS

<u>Section 11.1.</u> In addition to any other holidays declared by the County Council and the County Executive, all full-time bargaining unit employees of the County of Summit Engineer shall be granted the following paid holidays:

1st day of January New Year's Day 3rd Monday in January Martin Luther King Day 3rd Monday in February Washington-Lincoln Day Last Monday in May Memorial Day 19th day of June Juneteenth 4th day of July Independence Day 1st Monday in September Labor Day 2nd Monday in October Columbus Day 11th day of November Veteran's Day 4th Thursday in November Thanksgiving Day 4th Friday in November Day after Thanksgiving 24th day of December Christmas Eve Day 25th day of December Christmas Day

Employee's Birthday (to be taken at a time that is mutually agreed upon with the Employer, no more than ten (10) calendar days of that year, prior to the employee's birthday and within the remainder of the calendar year, or it will be added to the employee's vacation accumulation).

- E. Any employee within the bargaining unit who works on any holiday stated above (excluding the employee's birthday), shall be compensated in addition to the regular pay for that holiday in the following manner:
 - 1. Excluding Thanksgiving Day. Christmas and New Year's, employees whose regularly scheduled workweek is not a Monday-Friday workweek and who is required to work on any holiday observed by the Engineer, including any employee required to work on an observed holiday which falls during his/her regularly scheduled workweek, shall receive holiday pay for the observed holiday and be paid at one and one-half (1½) times his/her regular hourly rate for all hours worked on the observed holiday. Employees

who work on <u>Thanksgiving</u>. December 25 and/or January 1 shall be compensated at double-time (2x) for hours actually worked on <u>Thanksgiving Day</u>. December 25 and/or January 1, in addition to holiday pay for the observed <u>Thanksgiving Day</u>. Christmas and/or New Year's holiday.

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The Union proposes a change to Section 12.2 below:

ARTICLE 12: OVERTIME

Section 12.2. Compensatory Time. Employees may elect to accrue compensation time in lieu of overtime payment for all overtime hours worked. Such elections shall be made two (2) times per calendar year, beginning on the first pay period of January and again prior to and become effective on the first pay period of November and shall continue until the employee reaches contract maximum accrual. Compensatory time shall accrue at the rate of one and on-half time (1½) the employee's regular base hourly rate. The amount of compensatory time that an employee may accrue in any contract year is one hundred twenty (120) hours. The hours remaining at the end of the contract year will be carried over (by default) until the last pay period ending in October of the same/current year unless the employee requests the hours remaining to be paid at the end of the contract year. Compensatory time will be paid out at the rate it was earned. For any compensatory time taken, the minimum will be in one (1) hour increments. The taking of compensatory time taken must be authorized and prescheduled with the employee's supervisor/department head no later than the end of the shift on the day before the requested absence. Compensatory time will not be granted during snow and ice season, except as provided in Section 12.10.

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The Union accepts a change to Section 12.7(E) below:

Overtime Refusal or Failure to Return Call

ARTICLE 12: OVERTIME

Section 12.7. Charging Regular Overtime.

E. In addition to the foregoing, employees who refuse overtime call-out opportunities for snow and ice control work during snow and ice control season, November 1 – March 31, or fail within forty-five (45) minutes to return a call to work overtime repeatedly, during snow and ice control season, November 1 – April 1, will be subject to the following progressive discipline:

Discipline

6th 8th Occurrence* 7th 9th Occurrence* 8th 10th Occurrence* 9th 11th Occurrence* 10th 12th Occurrence* 11th 13th Occurrence* 12th 14th Occurrence*	Verbal Warning Written Warning ½ day suspension Full Day Suspension Three Day Suspension Five Day Suspension Termination
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The Union proposes a change to Section 14.2 below:

ARTICLE 14: SENIORITY

Section 14.2. Posting of Seniority List. A seniority list shall be posted within thirty (30) days from the signing of this Agreement and to be kept current by the Engineer and en/or about April 1 of each year of this Agreement. In addition, the Employer will post a classification seniority list that will only be used to select shift assignments. A copy of both will be forwarded to the Local President. The Employer shall provide the Union Local 1032 President and Ohio Council 8 with a list of the name, address, phone number, classification, seniority date, and dues-paying status of each bargaining unit employee quarterly. The list will be provided in an electronic format agreeable between the parties.

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The Union proposes a change to Section 17.4 below:

ARTICLE 17: HOSPITALIZATION & LIFE INSURANCE BENEFITS

Section 17.4. Effective January 1, 2025, the The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to all full-time bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable federal and state laws. Effective the first month following signing of this Agreement, contributions shall be made monthly at the rate of forty fifty-three dollars and seventy-five cents (\$53.75 48.75) per month for each bargaining unit employee. For purposes of itemization only, the \$53.75 48.75 reflects the cost of Life Insurance I (\$7.50), Vision I (\$6.75), Hearing Aid Benefits (\$0.50), Legal (\$5.00), and Dental IIA (\$34.00). This itemization is for informational purposes only and the Employer only agrees to the contribution amount and does not guarantee the allocation of the costs.

FOR THE EMPLOYER:	FOR THE UNION:
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The Union accepts a change to Section 18.4(C) below: The Union accepts a change to Section 18.4(E) below:

ARTICLE 18: RATES OF PAY

<u>Section 18.4. Classification Pay Rates.</u> Effective upon ratification by the bargaining unit of this Agreement and notification to the Engineer, bargaining unit employees covered under this Agreement shall be paid the hourly rate for their classification as shown in the Schedule of Compensation Rates, Appendix "C":

Compensation Rates:

- A. All classifications shall be paid the applicable rate as stipulated in Appendix "C" Schedule of Compensation Rates.
- B. Base rates for all classifications shall be calculated at 95% of the Post-Probationary Rate.
- C. There shall be no general wage increase for the first year of the Agreement.

 All bargaining unit classifications shall receive the following across-the-board wage increases:

Effective 04/01/2024	Effective 04/01/2025	Effective 04/01/2026
3.5%	3.0%	2.5%

- D. Maintenance Workers and Bridge Worker II will receive \$0.25 per hour when operating the tank (water) truck, or when operating a vehicle/combination vehicle that requires a Class A Commercial Drivers License. Maintenance Workers will receive \$0.50 per hour when operating the grader.
- E. Mechanics & Welder will receive an additional \$0.10 per hour increase for each ASE and/or welding certification to a maximum of five (5) certifications. <u>Effective April 1</u>, 2026, Mechanics & Welder will receive a total of twenty cents (\$0.20) per hour increase for each ASE and/or welding certification to a maximum of five (5) certifications.

There shall be a wage reopener for years 2 (April 1, 2022) and 3 (April 1, 2023) of this Agreement.

The Union accepts a change to Section 18.4(C) below: The Union accepts a change to Section 18.4(E) below:

ARTICLE 18: RATES OF PAY

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The Union accepts a change to Section 18.5 below:

Section 18.5. Truck drivers Maintenance Workers operating from district stations shall serve as Laborer in Charge and shall lead other same or lower classifications working with them. The Laborer in Charge shall perform such duties under the general direction of his/her Supervisor and as part of his/her job description without any pay supplement.

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AFSCME Local #: 1032-1 S&M

Date Proposed: 06 . 12 . 24

The Union proposes a change to Section 29.2 below: The Union proposes a change to Section 29.3 below:

ARTICLE 29: UNIFORMS, EQUIPMENT AND DRESS

Section 29.2. Footwear:

The Engineer's employees who are required to perform field work or wear safety footwear will annually have an allowance not to exceed two hundred fifty dollars (\$250.00 200.00) for the purchase of work shoes, er boots, insoles, and/or laces that are appropriate for the tasks performed by the employee, subject to the following conditions:

- A. Footwear must be appropriate for an employee's primary assigned task.
- B. Replacement footwear, not to exceed one pair of boots per year, will only be provided when an employee's existing boots are worn beyond normal wear and tear, cut, torn, are non-repairable or contaminated.
- C. The Footwear Authorization form must be signed, dated, issues and logged by the Safety Manager prior to an employee's purchase of initial or replacement footwear.
- D. After an employee has received his/her new pair of shoes, the old pair must be turned into the Safety Manager.
- E. Footwear may be purchased through any vendor on the list of vendors approved by the Director of Public Service.

The Engineer will use the voucher system whereby employees are given a purchase order number with which to purchase boots from a supplier of the Summit County Engineer, subject to the limits of this Section.

Employees shall be responsible for repairing and replacing all footwear. Employees will be responsible for maintaining reasonable care and cleanliness of said footwear. All footwear is expected to be used for duties and tasks only when employees are on compensated duty for the Engineer.

The Union proposes a change to Section 29.3 below:

Section 29.3. Tool Allowance:

Mechanics and Welders will annually have an allowance not to exceed three <u>five</u> hundred dollars (\$500.00 300.00) for the purchase of tools that are appropriate for the tasks performed by the employee, subject to the following conditions:

- A. Tools purchased must be appropriate for an employee's primary assigned task.
- B. Tools purchased through this allowance must be kept at the Engineer's facility.
- C. The Engineer will use the voucher system whereby employees are given a purchase order number against which the employee's <u>five hundred dollars (\$500 300)</u> credit can be applied from a supplier of the Summit County Engineer, subject to the limits of this Section.

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The Union proposes a change to Exhibit 1 below:

EXHIBIT 1: CLASSIFICATION SERIES

SERIES A

Highway Maintenance Crew Leader
Equipment Operator III
Bridge Worker II
Sign Maker
Maintenance Worker
Mason
Tree Trimmer
Highway Worker II
Messenger

SERIES C

Inventory Control Specialist 2
Storekeeper
Sign Maker
Receptionist/Secretary
Custodial Worker
Security Aide

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The Union proposes the addition of the Memorandum of Understanding below:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the County of Summit, for the Summit County Engineer (hereinafter referred to as the "Employer") and Local 1032 (Service and Maintenance Chapter), and Ohio Council 8, both of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Acknowledging the continued service of the employees in the current economic environment, and in an effort to retain those employees, the Employer and the Union hereby agree to the following:

1) Effective April 1, 2024, the following classifications shall receive the corresponding market adjustment wage increases prior to any across-the-board wage increases:

Bridge Worker II	\$0.25	Receptionist/Sec.	\$0.25
Carpenter	\$0.25	Sign Maker	\$0.25
Equipment Operator III	\$0.25	Signal Electrician	\$0.33
Maintenance Worker	\$0.25	Tree Trimmer	\$1.73
Messenger	\$0.94		

^{*}Effective upon ratification, Section 18.3 Snow and Ice Control Rate shall be removed in its entirety from this Agreement.

2) Effective April 1, 2026, the following classifications shall receive the corresponding market adjustment wage increases prior to any across-the-board wage increases:

Maintenance Worker \$0.25

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