



AGREEMENT BETWEEN

AND LAWRENCE COUNTY COMMISSIONERS

For the

UNION-ROME TOWNSHIP SUB-SEWER DISTRICT

- AND -

**OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO AND AFSCME
LOCAL #890 (1)**

Effective June 1, 2018 through December 30, 2020.

SERB CASE NO. 2018-MED-03-0195

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ARTICLE 1 PREAMBLE

SECTION 1.1 Agreement and Parties. This document represents an Agreement between the Lawrence County Union Rome Township Sub Sewer District, and the Lawrence County Commissioners, hereinafter referred to as the Employer, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, and Local 890(1), AFSCME, AFL-CIO, hereinafter referred to as the Union, for the purpose of establishing wages, hours, terms and other conditions of employment.

SECTION 1.2 Complete Bargaining. Both the Employer and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counter proposals, and demands.

Neither party therefore has any duty to bargain further during the term of this Agreement, except only as may be specifically agreed to in another article of this Agreement, or in the case of the parties authorized representatives mutually agreeing in writing to do so.

Therefore, all proposals, counter proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

SECTION 1.3 Severability. The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statutes of the State of Ohio and of federal law and regulations, and are therefore enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of the Agreement. The remainder of the Agreement shall remain in full force and effect for the term of the Agreement.

In the event any clause, sentence, paragraph, or part of this Agreement, or the application thereof is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations upon an alternative clause, sentence, paragraph or part of the Agreement, or application thereof.

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit pursuant to SERB case number: 90-REP-06-0130.

- INCLUDED: All employees of the Lawrence County Board of County Commissioners, employed in the Union-Rome Sewer District.
- EXCLUDED: All management-level employees, professional employees and supervisors as defined in the Code.

ARTICLE 3 UNION SECURITY

SECTION 3.1 Membership in Union. Membership in the Union is available, but not mandatory, to any employee occupying classifications as determined by this Agreement to be appropriately within the bargaining unit, as set forth in Article 2, Recognition.

SECTION 3.2 Dues Deduction. The Employer agrees to authorize the County Auditor to deduct Union membership dues, in the amount authorized by the Union, each pay period, from the pay of any employee eligible for membership, provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be transmitted to Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512, or new address as identified by the Union, along with a list of employees for whom deductions are made within fifteen (15) days of the date the deduction was made.

SECTION 3.3 Hold Harmless. It is agreed that the Employer assumes no obligation financial, or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims arising from the provisions of this Article.

SECTION 3.4 Cessation of Dues Deduction. The Employer shall be relieved from making any employee dues deduction upon:

- 1) termination of employment;
- 2) transfer to a job classification excluded from the bargaining unit;
- 3) layoff from work;
- 4) approved leave of absence without pay;
- 5) employee having failed to make wages equal the amount of dues deduction.

SECTION 3.5 List of Employees Names. The Employer will provide the local union and the Ohio Council 8 Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement.

ARTICLE 4 UNION BUSINESS

SECTION 4.1 Union Representatives. The Employer agrees to recognize one steward and one (1) alternate. The stewards (or alternates) may represent the Union or Union members in matters set forth in this Agreement. The Union agrees to notify the Employer in writing of the name of the steward and alternate prior to their acting in such capacity.

SECTION 4.2 Steward Time. The steward and his/her alternate shall be allowed to investigate and process grievances without the loss of pay. Said time to be limited to ten (10) hours a month excluding hearings.

SECTION 4.3 Staff Representative. The staff representative, upon prior notification to the Employer, may be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement.

The staff representative shall make his/her presence known to management immediately upon arrival on the premises of the Employer.

SECTION 4.4 Non-Employee Union Representatives. The Union agrees that the number of accredited non-employee staff representatives during any one visit to the premises of the Employer shall be limited to a maximum of two (2).

The Union also agrees that no official of the Union (non-employee or employee) shall interfere, interrupt, or disrupt the normal work duties of other employees without prior approval of the employee's supervisor to conduct Union business provided such approval shall not be unreasonably denied.

SECTION 4.5 Union Materials. The Union shall have the right to distribute Union material and literature on the premises of the Employer provided that if done by employees they do so on on-work time, and provided it is not done in such a manner as to interfere with the operational requirements of the Agency.

SECTION 4.6 Bulletin Board. The Employer agrees to furnish one bulletin board in the main building for use solely by the Union, to be placed in a mutually agreeable location for the posting of Union material and literature.

SECTION 4.7 Limits on Materials Distributed or Posted.

The Union agrees that any material or literature containing the following will not be distributed or posted:

1. Personal attacks upon any employee or official of the County;

2. Being of a nature that would discredit or be a disparagement to the image of the Lawrence County Commissioners or its employees, by being profane or obscene or derogatory to any persons or group of persons.

Any material which does not comply with the above may be removed or restricted by the Employer and will be given to the Local Union President.

SECTION 4.8 Meetings With New Employees. The Local Union President shall have one-half (1/2) hour to meet with new employees to review the Collective Bargaining Agreement.

SECTION 4.9 List of Employees. The Employer shall provide AFSCME Ohio Council 8 with a list of all employees' names and addresses each year of the Collective Bargaining Agreement.

ARTICLE 5 NON-DISCRIMINATION

SECTION 5.1 Non-Discrimination. No person or persons responsible to the Employer, or the Employer, shall discriminate for or against any employee on the basis of race, religion, color, sex, national origin, marital status, political affiliation, age, or disability.

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

SECTION 5.2 Union Membership. The Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal against any employee because of Union membership, or lawful Union activity.

ARTICLE 6 MANAGEMENT RIGHTS

SECTION 6.1 Management Rights. The Union shall recognize the right and the authority of the Employer to administer the business of the Sewer District, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operation of the Sewer District, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- 1) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees.
- 2) To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.

- 3) To determine the Sewer District's goals, objective, programs, and services, and to utilize personnel in a manner designated to effectively and efficiently meet these purposes.
- 4) To determine the size and composition of the work force and the Sewer District's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs.
- 5) To determine the hours of work and work schedules, and to establish the necessary work rules for all employees, excepting those provisions specifically set forth within this Agreement.
- 6) To determine when a job vacancy exists, the duties to be included in all job descriptions and the standards of quality and performance to be maintained.
- 7) To determine the necessity to schedule overtime and the amount required thereof.
- 8) To determine the Sewer District's budget and uses thereof.
- 9) To maintain the security of records and other pertinent information.
- 10) To determine and implement necessary actions in emergency situations.

SECTION 6.2 Residual County Rights and Responsibilities. The Union recognizes that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 UNIFORMS

SECTION 7.1 Safety Shoe Allowance. The Employer agrees to main the current practice of providing uniforms to employees at no cost to the employee. The Employer shall pay up to three hundred dollars (\$300.00) per employee per year towards the purchase of safety shoes for line maintenance, plant maintenance and operator personnel or employees who come in contact with sewage. Employees shall receive a separate check for Shoe Allowance upon receipt being provided.

SECTION 7.2 Weather-Related Gear. The Employer shall provide foul weather gear, as the Employer deems necessary, which will be left on site and in service trucks when not in use on the job. In addition to foul weather gear, the Employer shall provide one (1) pair cold-weather coveralls or bibs and jacket to employees that work outside. The Employer agrees to replace every five (5) years.

SECTION 7.3 Annual Clothing Allowance. The employer agrees to a \$500.00 annual clothing allowance for all full time employees who do not have a total secretarial job function. All part time employees who meet the same description shall receive \$200.00 annual clothing allowance.

ARTICLE 8 CONTRACTING/SUBCONTRACTING

In the event that contracting out or subcontracting out becomes necessary, no employee shall be laid off or take a reduction in pay as a direct result thereof. The Employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining unit employees will be contracted or subcontracted out.

Tentatively Agreed: 5/31/18

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 9.1 Grievance Defined, Representation. A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this Contract, or the rights, obligations, or liabilities under the Contract of the parties covered herein.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

SECTION 9.2 Process and Timeliness, Waiver. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by Management within the stipulated time limits shall be considered answered in the negative and may be advanced by the Union to the next step in the grievance procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement.

SECTION 9.3 Grievant, Group Grievance, Resolution. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome.

A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance.

Bargaining unit employees have the right to present grievances and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer or any settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without Union representation shall be binding on the Union or on any other employee unless the Union is party to the agreement.

SECTION 9.4 Informal Step. Prior to submitting a grievance to the first step of the grievance procedure, the employee shall first attempt to resolve the grievance informally through an oral discussion with his immediate supervisor, with or without Union representation, pursuant to Section C above.

SECTION 9.5 Steps. The following steps shall be followed in processing of a grievance:

STEP 1: Supervisor. The grievant shall have seven (7) calendar days from the occurrence of the event(s) that gave rise to the grievance, to file the grievance with the Supervisor. Upon receipt of the grievance, a meeting shall be held between the grievant, the steward, and the Supervisor. The Supervisor shall provide a written response to the grievant and the steward within seven (7) calendar days of the meeting.

STEP 2: Director. If the answer of the Supervisor is not satisfactory or is not timely, the grievant with the Union may appeal the answer of the Supervisor to the Director within seven (7) calendar days of the date the answer was received or should have been received.

The grievance shall be considered at the meeting of the joint grievance committee (which shall consist of the Local President, and one (1) employee designee of the

Union), and the Director and/or his designated representatives. The meeting shall be scheduled by the Employer not less than seven (7) calendar days or more than fourteen (14) calendar days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Director or his designee shall give a written answer to the Local President and the employee within seven (7) calendar days of the meeting.

STEP 3: Commissioners. If the grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the County Commissioners within seven (7) calendar days after receiving the Step 2 answer through the Administration. The County Commissioners or their designee shall meet with the grievance committee and the staff representative of Ohio Council 8, AFSCME, as soon as possible, but not later than fourteen (14) calendar days from the time the grievance is appealed to Step 3 of the grievance procedure, and shall respond in writing within fourteen (14) calendar days after the meeting if the grievance is not settled at said meeting.

STEP 4: Mediation If the grievance is not satisfactorily settled at Step 3, the Union may, within fourteen (14) calendar days, submit the grievance to mediation. The parties shall use FMCS mediators and follow FMCS guidelines. The recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

STEP 5: Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union, may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. Upon notification to the Director of its intent to arbitrate the grievance, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall meet upon receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement as they apply to the specific evidence and issues submitted and he shall be without power or authority to make any decision:

- 1) Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law.
- 2) Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement and/or the establishment of new classification wage rates.
- 3) Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the arbitrator resulting from any arbitration of a grievance hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The expense of any non-employee witness shall be borne, if at all, by the party calling them. 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 reporter, or request a copy of any transcript.

The cost of the services of the arbitrator shall be split 50-50 by the parties.

The arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

SECTION 9.6 Back pay awards. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation (unless the employee is required to return unemployment compensation payments) or earned wages from any other state, county, or municipal agency, and shall not include the assumption an employee would have worked overtime during the period of separation from the Employer's payroll.

SECTION 9.7 Settlements and Withdrawal of Grievances. All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the employee(s). Provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

ARTICLE 10 PROBATIONARY PERIODS

SECTION 10.1 New Hire Probationary Period. All newly hired employees shall serve a probationary period of 180 calendar days in length.

Any time during of the probationary period and before the end of the probationary period, the Agency may terminate employment without appeal or grievance.

SECTION 10.2 Promotional Probationary Periods. All newly promoted employees will serve a probationary period of 120 calendar days.

Employees who do not successfully complete probation may be returned to their former position during the probationary period.

SECTION 10.3 Training in Probationary Periods. A formal probationary performance evaluation may be conducted prior to the midpoint and prior to the end of the probationary period of both newly hired and newly promoted personnel.

An evaluation of a newly promoted employee may be grieved by the employee. However, such grievance shall only be processed to Step 2 of the grievance procedure.

ARTICLE 11 SENIORITY

SECTION 11.1 Bargaining Unit Seniority . For the purpose of this Agreement, the term "seniority" means the length of continuous service within the bargaining unit.

SECTION 11.2 Date of Hire. Seniority shall be computed from the date of hire on the basis of uninterrupted length of service with Union-Rome Subsewer District.

SECTION 11.3 Seniority Lists. Seniority lists shall be prepared at the request of the Union, but said request shall not occur more than twice per year. The list shall indicate the date of last hire in the bargaining unit.

SECTION 11.4 Breaks in Service. The following will be considered breaks in continuous service if an employee:

- A. Quits
- B. Retires
- C. Is terminated for just cause
- D. Refused recall after layoff.

SECTION 11.5 Ties. Ties in Seniority shall be broken by placing the names of employees in question in a container and having the employees and Union President present during drawing. When more than two (2) employees are in question, the order that the names are drawn will determine the order of seniority.

ARTICLE 12 JOB POSTING/BIDDING AND TRANSFER PROCEDURE

SECTION 12.1 VACANCY. A vacancy is defined as an opening in a particular classification where the Employer has created a new classification or has increased the number of jobs in an existing classification, or increased the number of systems, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment.

SECTION 12.2 Process to Fill Vacancy. Whenever the Employer determines to fill a vacancy, the Employer shall post at all work locations and deliver to the Union President, a notice of vacancy which shall include the classification, location of the job, shift, hours of work, wage rate and a brief description of duties and qualifications.

In the interest of promoting from within, the Employer will consider the qualified senior employee in the selection process.

SECTION 12.3 Promotional Opportunities and Return to Former Classification. The Employer will make reasonable effort to promote qualified senior employees. An employee who is awarded a promotional vacancy will be given a 120 calendar day promotional probationary period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the one hundred twenty-one (120th) calendar day in the position; and the vacant position will then be reposted for bid.

If an employee transfers to a lower or equally rated classification they shall be paid the appropriate wage rate of the classification they transfer into.

ARTICLE 13 TEMPORARY ASSIGNMENTS

- A) The Employer shall have the right to temporarily assign employees to other buildings, work locations and classification positions.
- B) Such temporary assignment shall not exceed ninety (90) calendar days, except for an employee filling in for an employee on light duty, but not to exceed one hundred twenty (120) calendar days.
- C) Employees assigned shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employee(s) desire(s) the temporary transfer, the least classification senior employee shall be temporarily assigned.
- D) Employees who are assigned to a higher-rated classification shall receive the wage rate of the higher rated position. Employees who are assigned to a lower-rated classification shall retain the rate of pay of their regular classification.
- E) Any bargaining unit employee assigned to temporarily fill a management position shall be paid at that management employee's wage rate for the length of the assignment.

ARTICLE 14 BARGAINING UNIT WORK

SECTION 14.1 Bargaining Unit Work No employee outside the bargaining unit of this Agreement shall perform any Bargaining Unit work, except under the following conditions:

Supervisory personnel in emergencies may work where Bargaining Unit employees are not immediately available. Bargaining Unit employees will be assigned to do emergency work as soon as feasible.

It is agreed that seasonal employees shall not perform overtime Bargaining Unit work without first offering the overtime work to Bargaining Unit members.

SECTION 14.2 Bargaining Unit Duties, Emergencies

A) Bargaining Unit work is the routine duties and related work performed by the employees of the Bargaining Unit.

B) Emergency shall be defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly and needing immediate attention.

SECTION 14.3 Scheduling Workers. The Employer may schedule program workers to meet the needs of the Employer. However, no bargaining unit employee shall be denied an opportunity for overtime pay for bargaining unit work to be performed after their normal work hours.

SECTION 14.4. Supervisory Work. Supervisor shall not be assigned to perform work normally assigned to bargaining unit classifications. However, it is understood that the Assistant Administrator does work along with the men.

SECTION 14.5 Exceptions for Supervisors. Supervisor shall not perform overtime work which is normally performed by the employees in the bargaining unit with the following exceptions:

- A) In cases of emergency when bargaining unit employees are absent.
- B) In cases where the supervisor is required to investigate a complaint and it is determined not necessary to call out a crew due to the work involved is less than thirty minutes in duration.
- C) if an adequate number of bargaining unit employees cannot otherwise be obtained or have refused the work in the classification.

ARTICLE 15 WORK RULES, WORKER'S COMPENSATION

SECTION 15.1 Work Rules. Work rules are those policies, procedures, and directives which regulate the behavior of employees in the performance of the Employer services and programs. It does not refer to those tasks required to complete specific duties outlined under job descriptions.

It is agreed and understood that the Employer shall have the right to revise and/or initiate work rules with respect to the conduct of its employees.

However, bargaining unit employees may grieve work rules on the basis of:

- 1) The work rule modifies, alters, or conflicts with the provisions of this Agreement.
- 2) The work rule is discriminatory, arbitrary, or capricious.
- 3) Lack of uniform application of the work rule to all bargaining unit members.

SECTION 15.2 Distribution of Work Rules. The Employer agrees to maintain posted work rules in a common area available to all Employees. The Employer agrees that new work rules formulated after the effective date of the Agreement shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before implementation, unless the Administrator or his designee determines that immediate implementation is needed to maintain the operational functions and/or stability of the District. Any new work rules shall be added to the currently posted work rules. The posted work rules shall remain in effect until such time as the Employer modifies them.

SECTION 15.8 Worker's Compensation. The parties recognize the importance of administering rules to alleviate the costs of worker's compensation; and therefore, agree to abide by all policies currently in force or adopted hereafter concerning issues affecting worker's compensation premiums including, but not limited to, drug testing policies, requirements of use of sick leave for injured employees, and requirements of temporary or extended temporary placement in other placements funded by the County.

The Union recognizes that temporary placement may occur in a position outside those contained in the bargaining unit, and/or may require employees outside the bargaining unit to have temporary placement in a position currently covered by the bargaining unit. In such cases, employees shall be covered by the Collective Bargaining Agreement covering their regular position.

The parties agree that any conflict between this section and any other section of the within Agreement shall be resolved in favor of this section. Union-Rome Sewer District Employees shall be placed at the Union-Rome District, if possible. Should any person placed within Union-Rome Sewer District as a result of this section becomes injured, the County shall internally allocate such additional worker's compensation claim arising therefrom to a unit or fund other than Union-Rome Sewer District. It is further agreed that injured Union-Rome Sewer District Employees shall not be displaced by outside employees pursuant to this section.

ARTICLE 16 HOURS OF WORK, PAYDAY & MEAL PERIOD / OVERTIME

SECTION 16.1 Hours. This Article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week.

SECTION 16.2 Overtime. It is understood that bargaining unit members must work overtime and non-regular hours per this and other sections of this Agreement.

SECTION 16.3. Pay Periods. All bargaining unit members employed by the Union-Rome Subsewer District shall be paid bi-weekly pay every other Friday.

SECTION 16.4 Lunch Period. All employees shall be granted an uninterrupted paid lunch period of one (1) hour which may be scheduled at the discretion of the Employer.

SECTION 16.5 Office Hours. Office hours are established as 8:00 a.m. to 4:00 p.m., Monday through Friday, and shall only be changed for the safe and efficient operation of the department. The Employer agrees to meet with the Union fourteen (14) days before the proposed change, unless an unusual scheduling situation arises, or an emergency exists, to discuss the necessity and the impact on the bargaining unit. All employees shall receive double time for all hours worked when called in by a supervisor on their off week.

SECTION 16.6 Full Time. A full-time employee is defined as an employee who is regularly scheduled forty (40) hours or more in any one work week.

SECTION 16.7 Overtime. Bargaining unit employee shall be paid time and one-half for all hours worked in excess of forty (40) hours per week.

SECTION 16.8 Distribution of Overtime. The Employer shall attempt an equitable distribution of overtime among employees within a classification and by job duties. Employees who are offered overtime, and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

SECTION 16.9 Hours for Calculating Overtime. For the purpose of calculating overtime, any time spent in paid status, such as sick leave, holiday, vacation, etc., shall be counted as hours worked during the work week.

SECTION 16.10 Mandatory Overtime. There will be mandatory overtime only where necessary to fulfill operational requirements due to extraordinary circumstances, determined by the reasonable discretion of the Employer.

SECTION 16.11 On-Call Pay. Employees who are placed on-call shall receive \$50.00 for each week on on-call status. On-call status shall be from Friday 4:00 p.m. to the following Friday 4:00 p.m. Employees who are recalled to work shall receive a minimum of one (1) hour at the employees' regular rate of pay regardless of the number of hours worked for each call-out. (Same applies to back-up man.) The Employer agrees to make available to the back-up man one of the Employer's vehicles that shall be in safe working condition.

SECTION 16.12 Call-Outs Guidelines. The following guidelines shall apply to call-outs:

Check list for call-outs: When to report out

Broken lines - check out situation, report to line foreman for man power (no more than three (3)).

Red light - on report out.

Backing up in Premises - report out.

Rain events - report out.

Grinder pump slow running - light not on, breaker on - report out.

Septic system - don't report out.

No light on/sewer running over - check with home owner to see if breaker is off, if breaker is on report out.

Slow running drain - don't report out.

Drywall - don't report out.

Sewer odors - direct home owner to fill traps/don't report out.

(All instances where employees don't report out on-call, the reports will be checked out during normal work hours the next day.)

SECTION 16.12 Holiday Premium Pay. Should an employee be required to work Thanksgiving, New Year's or Christmas, as listed in this Agreement, same shall receive double (2) times their hourly rate in addition to their holiday pay for all hours worked on said holiday. All other holidays worked shall be paid at one and one-half (1 ½) times in addition to their holiday pay.

ARTICLE 17 COMMERCIAL DRIVER'S LICENSE

SECTION 17.1 CDL Requirements. Employees whose positions require a valid State of Ohio Commercial Driver's License are required to possess and maintain such license with proper and necessary endorsements.

SECTION 17.2 Training for CDL. The Employer will endeavor to make available voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for the necessary test(s).

SECTION 17.3 Department Vehicles. The Employer will endeavor to arrange such training at a work site during regular working hours. The Employer will permit an employee to use an Employer vehicle to take CDL test, if available. The employee shall be permitted to take the CDL test during normal work hours at no loss of pay.

SECTION 17.4 Cost of Initial CDL Test. The Employer will pay the cost of the initial CDL for all current employees whose positions require said CDL and the cost of the CDL renewals.

SECTION 17.5 Loss of CDL, Unpaid Leave. If the employee loses his driving privileges for more than thirty (30) days, the employee will be placed on an unpaid leave until the CDL is reinstated.

Federal guidelines in regard to CDL's shall be observed. An employee who is suspended his CDL shall be provided with rehabilitation at the Employer's expense one time only for employees whose disciplinary problem is based on drug or alcohol abuse. An employee in this circumstance may still be terminated for just cause for other reasons. If the employee refuses rehabilitation he/she shall be subject to dismissal. Suspension of CDL for a second time may subject the employee to termination of employment.

The Employer may bring in a temporary full-time employee who possesses a valid CDL to fill the vacancy created by the employee on unpaid leave.

Should the temporary full-time position result in a permanent full-time position, the employee holding the temporary position shall be reclassified to "permanent full-time". The probationary period shall be waived if applicable (if time served is 120 calendar days or more). Seniority in the classification shall be retroactive to date of hire.

SECTION 17.6 CDL Training Opportunities. The Employer may, at its discretion, permit employees to attend training opportunities and/or classes that would enhance the employee's position. The employee shall submit the course description and registration form to the Administrator for written approval. Upon written approval, the Administrator will provide payment for the course. If the employee's job requires a CDL License, he/she will have six months from the date of hire to obtain the CDL license.

If Union Rome Sewer pays the employee to attend truck driving school and they obtain a CDL License, they shall commit to working for Union Rome Sewer for two years, if the employee quits within the two years he/she shall reimburse Union Rome Sewer the cost of the training.

Section 17.7. CDL License. Any employee who has previously completed CDL training during the life of this Contract, per the requirements identified above, and has successfully obtained his/her CDL shall be reimbursed the cost of the training by the employer. New employees will have six (6) months to obtain a CDL-A license as a condition to employment.

SECTION 17.8 Continuing Education. The Employer will provide payment for courses for employees' required Continuing Education related to their employment. Expenses related to travel for attendance of continuing education courses will be reimbursed by the Administrator upon submission of receipts. The Administrator retains the right to refuse to reimburse any excessive or unnecessary expenses submitted.

SECTION 17.9 Limit on Release for Classes. No more than one (1) employee shall be released for classes during normal working hours from the Clerical employees, no more than one (1) employee from the Line Maintenance employees, no more than one (1) Plant Operator and no more than one (1) Lab Technician. No more than two (2)

employees at any one time shall be released for training and/or classes during normal working hours.

SECTION 17.10 Failure to Obtain License. If the employee fails to obtain a license or certification for which he/she has received course payment or fails to attend Continuing Education for which payment was made, the employee shall repay the Employer the costs associated with the course through payroll deduction in an amount agreeable to the Employer and the Employee. In no event shall the repayment period exceed one (1) year.

SECTION 17.11 Reimbursement. If the employee should sever employment with the Employer, the Employer shall be permitted to withhold any and all monies owed for course repayment from the employee's final paycheck and/or any severance pay to which the employee would otherwise be entitled.

ARTICLE 18 LAYOFF AND RECALL

SECTION 18.1 . Notice of Layoff. The Employer will notify the Union and all affected bargaining unit employees as far in advance as possible, but no less than seven (7) calendar days, in advance of its intent to reduce the work force. This notice shall be in writing. The Employer will at the time of the notice provide the Union with a current, updated seniority list.

SECTION 18.2 Reduction in Workforce. Whenever a reduction in the work force occurs, the following sequential order of reduction will be implemented:

- 1) All of the Employer's casual, intermittent, temporary, new hire probationary and part-time employees performing bargaining unit work shall, in that order, be terminated or laid off as the case may be.
- 2) Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of classification seniority of the remaining employees in the classification of layoff.

SECTION 18.3 Recall. Employees laid off shall be recalled by the most senior employee first until all employees laid off are recalled by their seniority. Employee(s) in laid off status shall be retained on a recall list for a period of twenty-four (24) months.

SECTION 18.4 Current Address. It is the employee's responsibility to provide the Employer a current address for notice of recall. The Employer will send notice of recall by certified mail to the last known address. Employee must respond in writing of their intent to be recalled within five (5) days of receipt of such notice. If so requested, the Employer may grant an additional five (5) days before the requesting employee must return to work.

ARTICLE 19 CORRECTIVE ACTION

SECTION 19.1 Reasons for Discipline. Corrective action shall be for just cause. The following are examples of areas upon which just cause may arise out of; through not being all inclusive; incompetency, inefficiency, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, and violations of established work rules.

SECTION 19.2 Corrective Action. Corrective action may include: verbal warnings, written reprimands, suspensions with or without pay, reduction in pay or position, and discharge from employment.

The severity of the disciplinary act will be proportional to the seriousness of the offense and the employee's past disciplinary record.

SECTION 19.3 Verbal Reprimands. Verbal reprimands which are noted in the employee's file are subject to appeal under the grievance procedure to Step 2 only.

If subsequent corrective action is based upon prior verbal reprimands, and the suspension or removal is before an Arbitrator, then the merits of the verbal reprimand may be considered by the Arbitrator as such relates to the subsequent discipline.

Grievance answers on verbal reprimand grievances shall not be considered as establishing precedence on any of the issues raised in the grievance or as determinative on any contract violations cited as a part of the grievance.

SECTION 19.4 Appeal of Discipline. Corrective action beyond verbal reprimands are subject to appeal through the grievance procedure, including final and binding arbitration.

SECTION 19.5 Predisciplinary Conference. An employee shall have the right to a disciplinary hearing before the Administrator (or designee) for any disciplinary action resulting in suspension, reduction in pay or position, or discharge from employment.

The Employer shall provide written notice of the hearing seventy-two (72) hours in advance. The notice shall cite the charges against him/her.

The employee shall have the right to representation which may include at the employee's option a steward or non-employee Staff Representative.

Bargaining Unit employees have the right to present evidence and have disciplinary actions adjusted without the intervention of the bargaining representatives of the Union, as long as adjustment is not inconsistent with the terms of this Agreement.

The Union steward will be allowed to be present at any disciplinary hearing.

The Administrator (or designee) shall provide a written copy of the action to the employee within seven (7) days.

SECTION 19.6 Suspension During Investigation. In the case of an anticipated suspension or removal, an employee may be suspended with pay pending action by the Administrator (or designee).

SECTION 19.7 Record Retention. All records of corrective action shall be removed from the employee's file as set forth below in the event there are no intervening corrective actions, and shall not be considered thereafter.

Verbal Reprimand - 6 months
Written Reprimand - 12 months
Suspension - 24 months

ARTICLE 20 SAFETY

SECTION 20.1 Safety Responsibilities. It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for their employees.

The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all federal and state laws relating to such.

The Union acknowledges the role of the bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies.

SECTION 20.2 Vaccinations. The Employer agrees to make available through the County health department, immunizations of Hepatitis B, Tuberculosis, Flu and Tetanus at no cost to the employee.

Employees refusing to immunizations will be required to sign a release of responsibility wavier for each immunization or skin test. The waiver form shall be approved by the Union. It is understood that employees have the option of individual choice of the full immunization, that will require no waiver signature.

If an employee experiences an allergic reaction to any vaccine he/she will not be required to submit to that vaccine or test again, nor be required to sign a waiver.

The Employer agrees to provide follow-up tests on Hepatitis B to ensure effectiveness and, if the vaccine was ineffective, shall provide re-immunization at no cost to the employee.

SECTION 20.4 Confined Space Training. The employer shall provide training on confined space entry as well as any and all known hazards engineering for confined space entries each year of the Collective Bargaining Agreement.

SECTION 20.5 Ditch Safety Training. The Employer shall provide training and regulations on Ditch Departments and Shoring and all known hazards to ensure safety each year of the Collective Bargaining Agreement.

SECTION 20.6 Ladders. The Employer shall put one (1) eight (8) foot ladder on each truck.

ARTICLE 21 PAID LEAVES

SECTION 21.1 Personal Leave. Forty (40) hours per year with pay may be taken off work for personal reasons unrelated to sick leave. This leave is not cumulative. No more than one person from each department will be permitted to use said leave at the same time. Said leave to be used in one-hour increments. Personal leave must be requested in advance and is subject to approval by the supervisor.

SECTION 21.2 Funeral Leave.

- 1) An employee shall be granted a three (3) day leave of absence with pay, in the event of the death of a member of his immediate family. If additional time is needed, the Employer may grant additional time off without pay, or the employee may use any time he has accumulated.
- 2) In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated sick leave, for one (1) day to attend the funeral if within 200 miles of the Village of Chesapeake or two (2) days when the funeral is outside of 200 miles of the Village of Chesapeake.
- 3) Immediate family shall be as defined in the sick leave article.

SECTION 21.3 Military Leave. The Employer and Union will follow all State and Federal Laws regarding Military Leave.

SECTION 21.4 Jury Duty. Employees shall be paid their regular rate of pay for time spent in jury duty or as a witness subpoenaed to testify in an action, provided that all compensation received for jury service or witness fees shall be paid by the employee to the Employer.

SECTION 21.5 EDUCATION LEAVE. Employees selected by the Employer to attend work-related classes or scheduling shall not lose time or pay for attending such classes. The Employer shall attempt to equalize said training within reason to all employees, and shall not be arbitrary nor capacious in same.

ARTICLE 22 LEAVES OF ABSENCE

SECTION 22.1 Unpaid Leaves of Absence, Employees shall make written application for leave of absence two (2) weeks in advance to the Employer or his designee.

All approved leaves will indicate a specific date on which the employee is expected to return to work.

Employees on approved leave are guaranteed the same rate of pay including any granted increases upon their return. However, employees do not earn sick leave or vacation time while on unpaid status.

SECTION 22.2 Duration of Unpaid Leave of Absence. Personal leave without pay may be granted for up to six (6) months at the reasonable discretion of the Employer or his designee.

Section 22. Maternity Leave. Maternity leave will be subject to the provisions of the County FMLA policy.

Section 22. Disability Leave Without Pay. Disability leave without pay will be granted upon exhaustion of an employee's sick leave, if the employee is:

- 1) hospitalized or institutionalized;
- 2) convalescing as authorized by a physician; and,
- 3) has been declared unable to perform his/her duties by a physician.

Disability leave without pay may be granted for a maximum of one (1) year. An employee must give the Employer prior notice of their ability to return to work. An employee must also furnish a physician's statement that he/she is capable of performing the duties of his/her position. The employee is solely responsible for the expense of this statement.

Section 22. Disability Separation. _____ Notwithstanding the provisions of this or other Articles, if an employee, after a medical or psychiatric examination, is found to be unable to perform the material and substantial duties or essential functions of his position, then the Employer may disability separate the employee. If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

SECTION 22.3 Termination. Employment shall be considered terminated if an employee fails to return on the date indicated, and an extension has not been requested and approved. Any extension of an approved leave shall be applied for at least fourteen (14) days before the exhaustion of the prior leave and shall be at the discretion of the Employer or his designee.

SECTION 22.4 Union Conventions. Duly elected Union delegates or alternates to the annual conventions of the Union council and the Biennial Conventions of the AFSCME, AFL-CIO, may at the reasonable discretion of the Employer, be granted time off without pay for the purpose of participating in such conventions, not to exceed five (5) days per delegate for each such convention.

The number of delegates may be restricted at the reasonable discretion of the Director or his designee.

ARTICLE 23 SICK LEAVE

SECTION 23.1 SICK LEAVE ACCRUAL. Beginning with the pay period which includes November 1, 1992, all employees shall accrue sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family.

Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of one (1) hour increments for the first hour of sick leave used, and one-half ($\frac{1}{2}$) hour increments consecutively thereafter. Sick leave will be paid at the employee's regular, full rate of pay.

The Employer will make every effort to supply each employee, on a monthly basis, a statement of earned leave balances. If there is a discrepancy or if clarification is necessary, the employee should make his/her respective supervisor aware of any such discrepancy as soon as possible after receipt of the statement.

SECTION 23.2 CARRY-OVER AND CONVERSION. In the pay period including November 1st, employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the prior year at the rate of fifty percent (50%). (Example: 10 days of unused sick leave is convertible to 5 days {50% of the 10} are waived.) This opportunity to convert will be available beginning November 1, and continue annually. Any employee not exercising a claim on or before November 15th will automatically have the hours carried forward. All accumulated sick leave that has been earned in previous years will be carried forward and is not convertible to cash, but may be utilized as outlined in this policy. Employees choosing to convert any of their time to cash should provide their supervisor with at least two (2) weeks' notice in order for processing.

SECTION 23.4 RETIREMENT AND/OR DEATH OF EMPLOYEE. Upon separation of employment, accumulated sick leave shall be paid at the rate of sixty percent (60%). An employee must have ten (10) years' service with the Employer.

In the event of the death of the employee, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse.

Section 23. 5 DEFINITIONS:

- A) ACTIVE PAY STATUS - conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and personal days.
- B) IMMEDIATE FAMILY - includes grandparents, grandparents-in-law, siblings, siblings-in-law, children-in-law, parents, parents-in-law, spouse, children, step-children, grandchildren, or legal guardian, or any relative living within the immediate household.
- C) NON-PAY STATUS - the condition under which an employee is ineligible to receive pay, which includes, but is not limited to, leave without pay, leave of absence, and disability leave.

ARTICLE 24 HOLIDAYS

SECTION 24.1 Holidays. All full-time employees will be paid for the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. General Election Day |
| 2. Martin Luther King Day | 9. Veterans' Day |
| 3. Presidents' Day | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Day after Thanksgiving |
| 5. Independence Day | 12. Christmas Eve Day |
| 6. Labor Day | 13. Christmas Day |
| 7. Columbus Day | 14. Employee's Birthday |

If called in to work on any additional holidays granted, it is understood that employees will be granted additional time off in lieu of overtime.

Holidays shall be from 12:00 a.m. the day of the holiday to 12:00 midnight.

Should a holiday fall on Saturday, it should be celebrated on Friday. Should it fall on Sunday same shall be celebrated on Monday.

If an employee is on call on his or her birthday then they shall be permitted to utilize his or her birthday holiday on another day of the employee's choice.

ARTICLE 25 VACATION

SECTION 25.1 Accrual Schedule. Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Less than 1 year	40 hours after six months
1 to 5 years	2 weeks (80 hours)
6 to 12 years	3 weeks (120 hours)
13 to 20 years	4 weeks (160 hours)
21 years to 24 years	5 weeks (200 hours)
25 years and up	6 weeks (240 hours)

Annual leave accrues to employees during the course of each year at the following rate for each biweekly pay period:

<u>ANNUAL LEAVE</u>	<u>CREDIT PER PER BIWEEKLY PAY PERIOD</u>
2 weeks	3.1 hours
3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours
6 weeks	9.2 hours

All vacation pay in accordance with the above schedule shall be paid at the employee's regularly scheduled rate of pay.

SECTION 25.2 Payout at Death. In the case of death of an employee, the unused vacation leave of such employee shall be paid to the employee's surviving spouse, and if there is no surviving spouse, to the employee's estate.

SECTION 25.3 Increments. Vacation time may be taken in four (4) hour increments. Vacation requests shall be approved by the immediate supervisor and such requests shall not be unreasonably denied.

SECTION 25.4 Annual Conversion. In the pay period which includes November 1st, employees will be offered the opportunity to convert to cash fifty percent (50%) of his/her accrued vacation leave at the rate of one hundred percent (100%). This opportunity to convert will be available beginning the pay period including November 1, 1991, and continuing annually thereafter. An employee not exercising the option on or before November 15th of each year will automatically have the hours carried forward. All accumulated vacation leave that has been earned in the previous years is not applicable to the conversion process, but can be utilized under the other Sections of this Article. Employees choosing to convert any of their time to cash should provide their supervisor with at least a two (2) week notice in order for processing.

Upon any separation of employment, employees shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

ARTICLE 26 HEALTH INSURANCE

SECTION 26.1 Health Insurance and Employee Contributions. The County shall make available to bargaining unit members and their eligible dependents health hospitalization coverage and benefits as exist in the insurance plan as adopted and approved by the County. The County reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The contribution rates for employees and the County will be based upon the plan and rates adopted by the County for all employees covered by the County plan except the employee contribution shall not exceed 15% (fifteen percent) of the premium costs.

SECTION 26.2 Cost Containment. The County reserves the right to institute the same cost containment measures as implemented on all other County employees within the County plan relative to insurance coverage.

SECTION 26.3 The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, bargaining unit member or beneficiary of any bargaining unit member.

SECTION 26.4 Any change in benefits or coverage as a result of a change in insurance carriers or to self-insurance shall be reviewed by representatives of the bargaining unit to insure compliance with this Article. The bargaining unit reserves the right to utilize the established grievance procedure or other legal processes as it deems necessary to insure compliance.

SECTION 26.5 When an employee is on an approved maternity leave or an approved disability leave, and has reached a non-paid status, the Employer shall continue the coverage of the group health insurance as called for in this Article for the first three (3) months on non-paid status.

At the end of this three (3) month period, the employee shall have insurance conversion rights, at the employee's expense, if so desired.

The Employer shall only be required to provide the three (3) month coverage referred to above for any one employee for a total of three (3) months within any twelve (12) month period. This twelve (12) month period shall begin on the first day of the first leave in which the Employer provides the above mentioned coverage.

SECTION 26.6 The Employer agrees to provide life insurance as is provided through, and in conjunction with, the County Group Health Plan.

SECTION 26.7 The County Plan shall include a Prescription Drug Plan. If there is no vision coverage in the County Plan, the Employer will add the Vision II coverage under the AFSCME Care Plan.

SECTION 26.8 The Employer agrees to pay seventy-six dollars and fifty cents (\$76.50) per month per bargaining unit employee toward the cost of the coverage provided by the AFSCME Care Plan. Said coverage is for Dental III, Prescriptions, Hearing and Legal. This cost to the Employer shall remain constant for the term of the contract.

ARTICLE 27 WAGES

SECTION 27.1 Wage Schedules. The schedule considers the qualifications for the upgraded positions, for the expanded territory now covered, and provides for training and skill requirements as established by the Sewer District Administrator.

The wage rates shall be reflected in Appendix A.

ARTICLE 28 NO STRIKE - NO LOCKOUT

SECTION 28.1 Peaceful Operations. The Lawrence County Commissioners and the Union agree that the orderly and peaceful operations of the County can only be achieved by uninterrupted operations of each County Department.

SECTION 28.2 Grievance Procedure. Management and the Union agree that each party is responsible for maintaining the uninterrupted operation of each County Department and its services to the citizens of Lawrence County. Whenever a dispute over the terms of this Agreement occurs, both parties agree to use the grievance procedure as contained in this Agreement to resolve these disputes.

SECTION 28.3 No Strike. In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the Union agrees that neither the Union, its officers, or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from positions, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provision of this Article may be cause for disciplinary action including discharge.

SECTION 28.4 No Lockout. No lockout shall be instituted by the Employer during the life of this Agreement provided Section 28.3 of this Article is not violated by bargaining unit members or the Union.

SECTION 28.5 Notice to Employees by Union. Management through its supervisors and the Union through its representatives agree to make every effort to end any dispute that would involve the cessation or interruption of work within County Departments. To this end the Union shall notify all bargaining unit members to cease such activity immediately.

ARTICLE 29 PEOPLE

PEOPLE Checkoff

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The Union shall hold the Employer harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the Employer to the Controller of Ohio Council 8 within the first calendar week after such deductions are made.

ARTICLE 30 DURATION OF AGREEMENT

SECTION 30.1 This Agreement shall be effective June 1, 2018 , and shall remain in full force and effect until Midnight, December 30, 2020, inclusive, unless otherwise terminated as provided herein. Written notice of such intent shall be given no earlier than ninety (90) calendar days prior to the expiration date nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by Email or as required by SERB. . The parties shall commence negotiations within three (3) calendar weeks upon receiving such notice of intent.

ARTICLE 31 RETURN OF EQUIPMENT

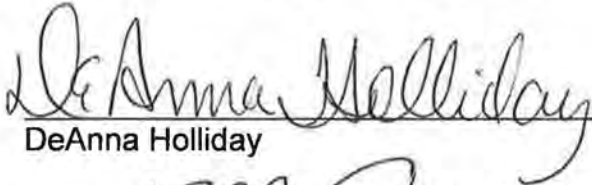
Upon termination of employment for any reason, the leaving employee must forthwith return all County equipment and uniforms to the Administrator. If the leaving employee fails to return all said equipment and uniforms, the Employer will be entitled to withhold the leaving employee's final paycheck or other monies due until said items are returned or appropriate arrangements are made for the payment of said items.

1 SIGNATURE PAGE

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3 This Agreement is hereby executed this 3 day of Oct, 2018

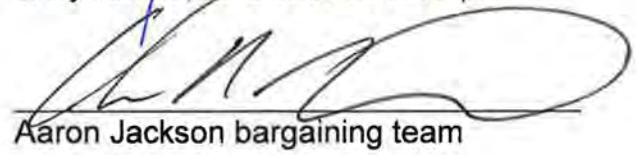
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7 **Lawrence County Commissioners**

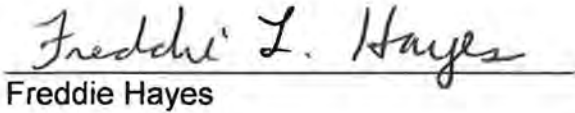
8 **AFSCME Local #890 (1)**

9
10 
11 DeAnna Holliday

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13 Gary Arnold, AFSCME Staff Rep.

14 
15 Bill Pratt

16 
17 Aaron Jackson bargaining team

18 
19 Freddie Hayes

20 
21 Shane Easton, bargaining team

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23
24 Jonathan J. Downes, County Labor Counsel

APPENDIX A WAGE SCALE AND PROBATIONARY PERIOD RATES

The schedule set forth below applies to Union-Rome Sewer District system employees in the bargaining included in this Agreement.

The parties recognize that the titles of the positions in the bargaining unit are consistent with the titles and working descriptions in effect on or about July 12, 2018 subject to update and clarification.

Working titles as of July 12, 2018 of positions in the bargaining unit included:

- Billing Clerk (Collections System/Plant Maintenance
- Collection System Maintenance Worker 1
- Collection System Maintenance Worker 2
- Lab Technician
- Plant Maintenance Worker
- Plant Operator (certified licensed operator)

Probationary Rates. Upon initial employment employees shall be paid at \$.50 per hour below the rate of the classification.

Wage Increases. Across the board per hour wage increases shall be effective the first full pay period following the effective date:

Effective Date	Amount and effective date
October 2018	\$.35 - effective the pay period paid on October 5
January 2019	\$.35 – effective the first full pay period in January 2019
July 2019	\$.40 - effective the first full pay period in July 2019
January 2020	\$.45 - effective the first full pay period in January 2020

Insurance Premium Increase. Beginning the pay period which is paid on December 14, 2018, wage rates will be increased \$.50 per hour. This is the pay period the health insurance premium increases will take effect for 2019 coverage.

Longevity eliminated. The parties agreed to eliminate longevity allowance as a separate supplement effective the 2018-2020 contract. Those employees employed as of August 30, 2018, have the longevity amount added to their base rate of pay as are separately listed in the wage scale. A one-time adjustment of \$.25 per hour is added to the base rate of pay of classifications for new employees employed after August 30, 2018.

Bacteria Supplement Eliminated. The parties agreed to eliminate the bacteria supplement effective the 2018-2020 contract. The bacteria supplement has been added to the base rate for each classification.

Grinder Station Supplement. There will be a lump sum payment of Fifty Dollars (\$50.00) to an employee each time the employee has to enter a grinder station as part of his or her duties.

Collins Substation Supplement. The certified licensed employee assigned as the certified licensed operator for the Collins Substation shall be paid a supplement of \$1.00 per hour.

License Supplements. As an incentive to employees to obtain licenses, any employee, whose position requires, who obtains and maintains a license shall be paid one dollar and eighty cents

(\$1.80) per hour for the first license he/she obtains and an additional fifty cents (\$.50) per hour for each higher license obtained. No employee completely dedicated to secretarial duties shall be paid this incentive.

PERS Deductions and Contributions. The Employer shall continue to pick-up ten (10%) percent of the employee's share of OPERS through the last pay date in September 2018 (September 21). Beginning with the pay period that commences is paid on Oct. 5, 2018 wages of employees will be adjusted to include the value of the employees' share of PERS contribution and simultaneously the employee shall have deducted from their pay the employee share of PERS contributions. This section is intended and understood to expire with the implementation of its terms and employees will have PERS contributions deducted from their earnings.

Signing Bonus. All bargaining unit employees shall receive a \$300 signing bonus for the 2018 – 2020 Agreement upon ratification of the Contract by both parties.

Salary Chart for URS Contract

(corrected from 10-5-18 amounts)

Currently Held By	Position	10/5/2018	12/14/2018	1/1/2019	7/1/2019	1/1/2020
Shane Easthom	Billing Clerk/Collections System/Plant Maintenance	\$19.05	\$19.55	\$19.90	\$20.30	\$20.75
Adam Stewart	Collections System Maintenance Worker 1	\$18.10	\$18.60	\$18.20	\$19.35	\$19.80
Danny McKinney	Collections System Maintenance Worker 2	\$21.11	\$21.61	\$22.43	\$22.36	\$22.81
Gary Singer	Lab Technician	\$21.58	\$22.08	\$21.12	\$22.83	\$23.28
Ron Smoot	Plant Maintenance Worker	\$19.83	\$20.33	\$20.68	\$21.08	\$21.53
Aaron Jackson	Plant Operator	\$21.57	\$22.07	\$22.42	\$22.82	\$23.27

Plus add-ons for Licenses and Additional Duties

1st License	\$1.80
2nd License	\$0.50
Collins Operator	\$1.00

New Hires	Position	10/5/2018	12/14/2018	1/1/2019	7/1/2019	1/1/2020
	Billing Clerk/Collections System/Plant Maintenance	\$18.16	\$18.66	\$19.01	\$19.41	\$19.86
	Collections System Maintenance Worker 1	\$17.85	\$18.35	\$18.70	\$19.10	\$19.55
	Collections System Maintenance Worker 2	\$20.13	\$20.63	\$20.98	\$21.38	\$21.83
	Lab Technician	\$20.77	\$21.27	\$21.62	\$22.02	\$22.47
	Plant Maintenance Worker	\$18.56	\$19.06	\$19.41	\$19.81	\$20.26
	Plant Operator	\$18.72	\$19.22	\$19.57	\$19.97	\$20.42

Salary Chart for URS Contract

Currently Held By	Position	10/5/2018	12/14/2018	1/1/2019	7/1/2019	1/1/2020
Shane Easthom	Billing Clerk/Collections System/Plant Maintenance	\$19.05	\$19.55	\$19.90	\$20.30	\$20.75
Adam Stewart	Collections System Maintenance Worker 1	\$18.10	\$18.60	\$18.20	\$19.35	\$19.80

Plus add-ons for Licenses and Additional Duties

1st License	\$1.80
2nd License	\$0.50
Collins Operator	\$1.00

Danny McKinney	Collections System Maintenance Worker 2	\$23.41	\$21.61	\$22.43	\$22.36	\$22.81
Gary Singer	Lab Technician	\$23.88	\$22.08	\$21.12	\$22.83	\$23.28
Ron Smoot	Plant Maintenance Worker	\$22.13	\$20.33	\$20.68	\$21.08	\$21.53
Aaron Jackson	Plant Operator	\$24.37	\$22.07	\$22.42	\$22.82	\$23.27

New Hires	Position	10/5/2018	12/14/2018	1/1/2019	7/1/2019	1/1/2020
	Billing Clerk/Collections System/Plant Maintenance	\$18.16	\$18.66	\$19.01	\$19.41	\$19.86
	Collections System Maintenance Worker 1	\$17.85	\$18.35	\$18.70	\$19.10	\$19.55
	Collections System Maintenance Worker 2	\$20.13	\$20.63	\$20.98	\$21.38	\$21.83
	Lab Technician	\$20.77	\$21.27	\$21.62	\$22.02	\$22.47
	Plant Maintenance Worker	\$18.56	\$19.06	\$19.41	\$19.81	\$20.26
	Plant Operator	\$18.72	\$19.22	\$19.57	\$19.97	\$20.42