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AGREEMENT BETWEEN
LAWRENCE COUNTY
BOARD OF COUNTY COMMISSIONERS

For the

LAWRENCE COUNTY DOG WARDEN

AND

OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO AND LOCAL #890(2)

Effective: January 1, 2022 to December 31, 2024

SERB Case # 2020-MED-09-1041

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1 **ARTICLE 1 - PREAMBLE**

2
3 **Section 1.1 Agreement and Parties.** This document represents an Agreement between
4 the Lawrence County Board of County Commissioners, hereinafter referred to as the
5 Employer, and Ohio Council 8 of the American Federation of State, County and Municipal
6 Employees, (AFSCME), AFL-CIO, and Local 890-2, AFSCME, AFL-CIO, hereinafter
7 referred to as the Union, for the purpose of establishing wages, hours, terms and other
8 conditions of employment.
9

10 **Section 1.2 Complete Bargaining.** Both the Employer and the Union have bargained
11 fully and completely, and hereby acknowledge the opportunities both had to present
12 proposals, counter-proposals, and demands.
13

14 Neither party therefore has any duty to bargain further during the term of this Agreement,
15 except only as may be specifically agreed to in another article of this Agreement, or in the
16 case of the parties authorized representatives mutually agreeing in writing to do so.
17

18 Therefore, all proposals, counter-proposals, and demands not contained in this
19 Agreement are withdrawn, and shall not be the subject of further discussion during the
20 term of this Agreement.
21

22 The express provisions of this Agreement may be changed only by mutual agreement by
23 the parties, reduced to writing, and signed by the authorized representatives of the
24 parties.
25

26 **Section 1.3 Severability.** If any clause, sentence, paragraph, or part of this Agreement,
27 or the application thereof, shall, for any reason, be adjudged by a court of competent
28 jurisdiction to be invalid, such judgement shall not affect or invalidate the remainder of the
29 Agreement. The remainder of the Agreement shall remain in full force and effect for the
30 term of the Agreement.
31

32 In the event any clause, sentence, paragraph, or part of this Agreement, or the application
33 thereof is declared invalid, and where all available appeal procedures have been
34 exhausted, the parties agree to meet within a reasonable time to begin negotiations upon
35 an alternative clause, sentence, paragraph or part of the Agreement, or application
36 thereof.
37

38 **ARTICLE 2 - RECOGNITION**

39
40 The Employer recognizes the Union as the sole and exclusive representative for the
41 bargaining unit pursuant to SERB case number 01-REP-04-0097.
42

43 Included: All employees of the Lawrence County Commissioners, including all
44 service, maintenance, technical and clerical employees, Deputy Dog
45 Warden, Clerk, Custodian, Maintenance Specialist, Maintenance 1,

1 Maintenance 2, Pound Keeper, and Administrative Assistant to County
2 Commissioners
3

4 Excluded: All management level, supervisory and professional employees as defined
5 in the Act, and all guards and all seasonal and casual employees as defined by the Board,
6 including: Administrator, Assistant Administrator and Human Resources Manager.
7

8 **ARTICLE 3 - UNION SECURITY**
9

10 **Section 3.1 Membership in Union.** Membership in the Union is available, but not
11 mandatory, to any employee occupying classifications as determined by this Agreement
12 to be appropriately within the bargaining unit, as set forth in Article 2, Recognition.
13

14 **Section 3.2 Dues Deduction.** The Employer agrees to authorize the County Auditor to
15 deduct Union membership dues, in the amount authorized by the Union, each pay period,
16 from the pay of any employee eligible for membership, provided that said employee has
17 individually provided written authorization for such deductions to the Employer. Such
18 dues shall be transmitted to Ohio Council 8, Controller, 6800 North High Street,
19 Worthington, Ohio 43085-2512, or new address as identified by the Union, along with a
20 list of employees for whom deductions are made within fifteen (15) days of the date the
21 deduction was made.
22

23 **Section 3.3 Hold Harmless.** It is agreed that the Employer assumes no obligation
24 financial, or otherwise, arising out of the provisions of this Article, and the Union agrees
25 that it will indemnify and hold the Employer harmless from any claims arising from the
26 provisions of this Article.
27

28 **Section 3.4 Cessation of Dues Deduction.** The Employer shall be relieved from
29 making any employee's dues deduction upon:
30

- 31 1. termination of employment;
- 32 2. transfer to a job classification excluded from the bargaining unit;
- 33 3. layoff from work;
- 34 4. approved leave of absence without pay;
- 35 5. employee having failed to make wages equal the amount of dues deduction;
- 36 6. the check-off authorization and assignment may only be revoked by the
37 member by giving the appropriate subordinate body and the Employer
38 written notice of revocation during the thirty (30) to forty-five (45) day period
39 prior to the expiration date of any collective bargaining agreement covering
40 the members employment.
41

42 **Section 3.5 List of Employee Names.** The Employer will provide the Local Union and
43 the Ohio Council 8 Athens Regional Office a list of the names and addresses of all
44 bargaining unit employees effective thirty (30) days after the execution of this Agreement.
45
46

1 **ARTICLE 4 - UNION BUSINESS**
2

3 **Section 4.1 Union Representatives.** The Employer agrees to recognize the Chapter
4 Chairperson, Vice-Chair and two stewards. The stewards, Chapter Chair and Vice-Chair
5 may represent the Union or Union members in matters set forth in this Agreement. The
6 Union agrees to notify the Employer in writing of the names of the stewards, Chapter
7 Chair and Vice-Chair prior to their acting in such capacity.
8

9 **Section 4.2 Steward Time.** Each steward shall be allowed a reasonable amount of time
10 to investigate and process grievances without the loss of pay, not to exceed two (2) hours
11 per grievance. Said time to be limited to ten (10) hours a month excluding hearings.
12

13 This time shall be granted at the discretion of the supervisor or department head, and
14 consent of the supervisor or department head shall not be unreasonably withheld.
15

16 **Section 4.3 Staff Representative.** The staff representative shall be permitted
17 reasonable access to the premises for the purpose of consulting with bargaining unit
18 members about the provisions of this Agreement, the adjustment of grievances, and those
19 other purposes specifically described elsewhere in the provisions of this Agreement.
20

21 The staff representative shall make his/her presence known to management immediately
22 upon arrival on the premises of the Employer.
23

24 **Section 4.4 Non-employee Union Representatives.** The Union agrees that the number
25 of accredited non-employee staff representatives during any one visit to the premises of
26 the Employer shall be limited to a maximum of two (2).
27

28 The Union also agrees that officials of the Union, non-employee or employee, may
29 interrupt the normal work duties of other employees with prior approval of the employees
30 supervisor to conduct Union business; such approval shall not be unreasonably denied.
31

32 **Section 4.5 Union materials.** The Union shall have the right to distribute Union material
33 and literature on the premises of the Employer provided that if done by employees they
34 do so on non-work time, and provided it is not done in such a manner as to interfere with
35 the operational requirements of the Agency.
36

37 **Section 4.6 Bulletin Board.** The Employer agrees to furnish an assigned area on one
38 bulletin board in each building for use solely by the Union, to be placed in a mutually
39 agreeable location for the posting of Union material and literature.
40

41 **Section 4.7 Limits on Materials Distributed or Posted.** The Union agrees that any
42 material or literature containing the following will not be distributed or posted:

- 43 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 New Employees. The Union shall be given 30 minutes to meet with all new employees.

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, disability or veteran status.

The Employer 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. Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. 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, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

1
2 **Section 6.2 Residual County Rights and Responsibilities.** The Union recognizes that
3 all rights and responsibilities of the Employer not specifically modified by this Agreement
4 or ensuing agreements shall remain the function of the Employer. The above enumerated
5 rights shall not abridge and shall be consistent with the provisions of this Agreement.
6

7 The Employer retains and reserves all rights, power, authority, duty and responsibility
8 confirmed or invested in it by the laws and constitution of the State of Ohio and/or the
9 United States of America. The exercise of any such right, power, authority, duty or
10 responsibility by the Employer and the adoption of such rules, regulations, and policies
11 as it may deem necessary, and as they apply to employees represented by the Union,
12 shall be limited only by the terms of this Agreement.
13

14 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and
15 authority of the Employer with regard to the operation of its work and business and the
16 direction of its work force which the Employer has not specifically abridged, deleted,
17 granted, or modified by the express and specific written provisions of this Agreement are,
18 and shall remain, exclusively those of the Employer.
19

20 **ARTICLE 7 - UNION NEGOTIATION COMMITTEE**

21
22 The Employer shall recognize a local union negotiating committee selected by the Union
23 for purposes of contract negotiations. No more than two (2) employee negotiating
24 committee members will be released from duty for participation in the negotiation process.
25

26 Negotiation committee members shall be paid their regular straight time rate of pay for all
27 hours spent in the negotiating process during their regular and normal hours of work.
28 Negotiations shall be conducted during normal business hours whenever possible.
29

30 The Union negotiating committee shall be distributed throughout the various departments.
31

32 **ARTICLE 8 - LABOR-MANAGEMENT MEETING**

33
34 **Section 8.1 Meetings.** A labor-management meeting shall be conducted as deemed
35 necessary by the parties on a mutually agreeable day and time, at the request of either
36 party. The party requesting a labor management meeting shall submit an agenda
37 seventy-two (72) hours prior to the meeting.
38

39 **Section 8.2 Committee Members.** Attendance at labor-management meetings will be
40 limited to one (1) employee representative from each building, along with the Chapter
41 Chairperson and/or Vice-Chair and representatives from management up to four (4).
42 Each party may also have present one (1) non-employee representative. The employee
43 Union representatives shall include the Local Union Chairperson and/or the Local Union
44 Vice-Chair. In the event the number of buildings should decrease, it is agreed that the
45 number of employee representatives shall remain the same.
46

1 **Section 8.3 Purpose of Labor Management Meetings.** The main purpose of such
2 meetings shall be limited to:

- 3
- 4 1. Consider and discuss health and safety matters within the Department.
- 5 2. Discuss ways to increase productivity and improve efficiency.
- 6 3. Give each party the opportunity to present views.
- 7 4. Disseminate general information of interest to the parties.
- 8 5. Discuss grievances if such discussions are mutually agreed to.
- 9 6. Apprise the employees and the Union of notices of changes in externally
10 applied rules or policies, when possible.

11
12 **Section 8.4 Response to Inquiries.** The parties agree that they shall relay a response
13 to questions or requested information within ten (10) working days from the time of such
14 meetings if reasonably possible. If the response includes implementation of a change or
15 effect of policy, it shall include the effective date of said change, if possible.

16
17 **ARTICLE 9 - GRIEVANCE PROCEDURE**

18
19 **Section 9.1 Grievance Defined, Representation.** A grievance is an allegation by a
20 bargaining unit member or the Union that the terms of this Agreement have been violated
21 or a dispute concerning the interpretation or application of a specific provision(s) of this
22 Agreement. Bargaining unit members shall be afforded the right to representation at all
23 levels of the procedure.

24
25 **Section 9.2 STEPS OF THE GRIEVANCE PROCEDURE:**

26
27 When any such grievance arise, the following procedure shall be followed:

28
29 A. Step One (Supervisor)

30
31 The party(ies) filing the grievance shall have seven (7) calendar days from the
32 occurrence of the event that gave rise to the grievance or seven (7) calendar days
33 from the time the grievant should have become reasonably aware of the event that
34 gave rise to the grievance to file the grievance with the immediate supervisor, or
35 designee. Upon receipt of the grievance, a meeting shall be held between the
36 grievant, the immediate supervisor, or his designee, with a Union steward present
37 if requested by grievant.

38
39 The Supervisor, or designee, shall provide a written response to the grievant and
40 the Union Chairperson within seven (7) calendar days of the conclusion of the
41 meeting.

42
43 B. Step Two (Commissioners/Designee)

1 If the response is unsatisfactory at the Step I level the Union may appeal the
2 grievance to Step II within seven (7) calendar days of the receipt of response at
3 step one. .
4

5 The Lawrence County Commissioners, or their designee, will have an opportunity
6 to review the immediate supervisor’s response and amend, reject or verify the
7 supervisor’s decision. The grievant and the Union will be advised of the County’s
8 decision within fourteen (14) calendar days.
9

10 C. Step Three (Mediation)

11
12 1. If the County Commissioners’ response in step two is not satisfactory or not
13 timely the grievance shall go to step three mediation. The Union may appeal
14 within seven (7) calendar days of the Step 2 response. The selection
15 procedure for the Mediator shall be in accordance with the procedure
16 outlined in Step 4, subsection 9.4, of this Agreement.
17

18 2. The conduct of the Step Four Mediation hearing shall be in accordance with,
19 subsections A and B, of the mediation process. The mediation shall be
20 conducted within 30 calendar days of the notice of appeal to step 4.
21

22 3. The Mediator shall make his decision in conformity with this Agreement and
23 shall not modify or change this Agreement and shall render a decision in
24 writing within three (3) calendar days from the close of the hearing. The
25 acceptance or rejection of the Mediator’s decision is voluntary for both
26 parties.
27

28 D. Step Four (Arbitration)

29
30 1. If the grievance is not satisfactorily settled at Step Two or Step Three, the
31 Union may, within thirty (30) calendar days after receipt of the answer,
32 submit the grievance to arbitration. Upon notification to the County
33 Commissioners of its intent to arbitrate the grievance, the Union shall submit
34 a request to the Federal Mediation and Conciliation Service for a list of
35 seven (7) arbitrators to be sent to both the Union and the Employer. The
36 parties shall within twenty-one (21) calendar days of receipt of the list select
37 an arbitrator. The parties shall use the alternate strike method with the first
38 strike being made by the Union and then alternating thereafter. The parties
39 shall have the right to reject up to two (2) lists (one each) of arbitrators
40 before selecting an arbitrator, if this rejection of the FMCS list is made prior
41 to the selection. Any rejection of list must be accompanied by a request for
42 a new list.
43

44 2. The arbitrator shall have jurisdiction only over disputes arising out of
45 grievances as to the interpretation and/or application of the provisions of

1 this Agreement (including disciplinary action to the extent permitted herein).
2 The arbitrator shall have no power or authority to make any decision:
3

- 4 a. adding to, subtracting from, modifying, changing or amending in any
5 way the terms and provisions of this Agreement or any written
6 agreements between the parties;
7 b. concerning the establishment of wage rates not negotiated as part of
8 this Agreement with the exception of establishing rates for a new
9 position;
10 c. setting the standard for licenses or certificates.

11
12 3. The costs of the arbitrator, including the travel expenses, hearing room, etc.,
13 and a copy of the record of the proceedings shall be shared equally.
14 Bargaining unit members involved in the arbitration procedure shall be
15 released from their duties, with pay.

- 16
17 a. Each party shall be responsible for the costs incurred by it in
18 preparing and presenting its case to the arbitrator, including but not
19 limited to the compensation and expenses of its representatives and
20 the fees and other expenses of its witnesses.
21 b. Either party may have a transcribed record made of the arbitration
22 hearing at its own expense provided it makes copies available
23 without charge to the other party and the arbitrator.

24
25 4. The arbitrator shall make his/her decision in conformity with this Agreement
26 and shall not modify or change this Agreement and shall render a decision
27 in writing within thirty (30) calendar days from the close of the hearing. The
28 decision shall be final and binding on the Union and its members and the
29 Board and its members.

30
31 5. If the arbitrator's decision awards the payment of back wages covering the
32 period of the bargaining unit members' separation from the Board's payroll,
33 the amount so awarded shall be less any unemployment or other
34 compensation and shall not include the assumption the bargaining unit
35 member would have worked overtime unless records indicate that overtime
36 was available for that classification during the period of separation from the
37 payroll.

38
39 **Section 3 General.**
40

41 A. At all steps in the grievance procedure, the Union representative shall disclose to
42 the County representative a full and detailed statement of facts relied upon, the
43 remedy sought and the provisions of this Agreement relied upon. In the same
44 manner, the County's representative shall do likewise.
45

1 B. An aggrieved person is the Union or the person or persons making the claim. A
2 grievance may be brought by the Union or a member of the bargaining unit on
3 behalf of other members similarly situated in which event the grievance may be
4 processed as a group grievance and separate grievances by each of the affected
5 bargaining unit members need not be filed.
6

7 C. Each grievance processed under the above procedure shall be initiated at the level
8 where the action being aggrieved occurred, unless another initiating point for a
9 specific grievance is set forth in the Agreement.
10

11 D. Grievances shall be processed promptly however, the time limitations provided for
12 in this Article may be extended by mutual written agreement between the Employer
13 and the Union. Grievances should be processed in the order set forth herein,
14 however, grievances concerning wages or insurances may be introduced directly
15 at Step 2. For those grievances introduced directly at Step 2, the time limitations
16 within which a grievance must be brought as set forth in Step 1 shall apply.
17

18 E. A grievance may be withdrawn at any point by submitting a written statement to
19 that effect or by permitting the time requirements at any step to lapse without
20 further appeal.
21

22 Any grievance not answered by the Employer within the time limitations set forth
23 in the particular step shall be considered to be responded to in the negative and
24 shall be automatically advanced to the next step of the grievance procedure except
25 to Step 3 or 4, arbitration, which requires a specific request by the Union to
26 advance the grievance to arbitration. The parties may choose to settle any
27 grievance without setting a precedent.
28

29 F. The written grievance shall be submitted on a grievance form which shall contain
30 the following information.
31

- 32 1. Aggrieved person's name;
- 33 2. Name of the aggrieved person's immediate supervisor;
- 34 3. Date and time of the incident giving rise to the grievance;
- 35 4. Date and time the grievance was first discussed with the supervisor;
- 36 5. The articles and sections of the Agreement violated;
- 37 6. A brief statement of the facts involved in the grievance;
- 38 7. The remedy requested to resolve the grievance; and,
- 39 8. Name of the Union representative filing said grievance.
40

41 Failure to fully complete the grievance form will not void the grievance. Prior to the
42 selection of the arbitrator, if necessary, the Employer and the Union will exchange
43 articles in support of and in opposition to the grievance, including the relief sought.
44

45 G. Working days are defined as Monday through Friday, exclusive of holidays and
46 weekends (Saturday and Sunday).

- 1
2 H. No labor organization or representative of a bargaining unit member than those
3 designated by the Union may represent the bargaining unit member or be present
4 during any step of the grievance procedure.
5

6 MEDIATION PROCESS:
7

8 Accordingly, under step three of the grievance procedure, the parties may elect to use
9 the mediation approach and procedure for resolving grievances of a non-precedent
10 nature or a suspension of four (4) days or less.
11

- 12 A. When either party chooses the step three alternative, the parties and the
13 designated mediator (arbitrator) will select a mutually agreeable date for holding
14 the mediation. If a mutually agreeable date cannot be selected, the mediator will
15 select the date and both parties will abide by this selection. This same procedure
16 shall apply to selecting a time and location for holding the mediation.
17

- 18 B. The mediation hearing will be conducted in accordance with the following:
19

- 20 1. The hearing shall be informal. No hearing shall last longer than eight (8)
21 hours in a twenty-four (24) hour period.
22 2. No briefs shall be filed or transcripts made. The Mediator will set break and
23 meal periods and time limits.
24 3. There shall be no formal rules of evidence.
25 4. Each party's case must be presented by a representative of their own
26 choice.
27 5. The Mediator (arbitrator) shall attempt to mediate the grievance after
28 hearing the facts presented by both parties.
29 6. If the parties cannot agree on any resolution, the Mediator (arbitrator) will
30 file his recommendations with the parties as to the grievance in question.
31
32 a. The Mediator has three (3) days (seventy-two hours) to file his
33 decision after the conclusion of the hearing (excluding Saturdays,
34 Sundays, or holidays).
35 b. The Mediator's recommendations shall be based on facts developed
36 by the parties that were submitted at the hearing.
37 c. The Mediator's recommendations should not exceed two (2) typed
38 pages.
39 d. The authority of the Mediator shall be the same as outlined in the
40 grievance procedure for an arbitrator.
41 e. The Mediator shall file the recommendations with both parties.
42

- 43 C. Any recommendations of the Mediator in this procedure shall not be used as a
44 precedent in any other grievance or hearing, except the grievance for which the
45 Mediator has issued his recommendations.
46

1 D. The parties may agree to present more than one grievance to the Mediator for his
2 recommendations. Each party will submit to the Mediator a copy of the grievance
3 and any information that has been submitted as a part of the grievance record prior
4 to the hearing. The Mediator will be provided a copy of the collective bargaining
5 agreement.

6
7 E. The parties will split the cost of the Mediator and hearing room. All other costs will
8 be borne by the party incurring the costs.

9
10 **ARTICLE 10 - PROBATIONARY PERIODS**

11
12 **Section 10.2 New Hire Probationary Period.** All newly hired employees shall serve a
13 probationary period of 180 calendar days in length. Employees serving the initial
14 probationary period shall not be eligible for posted positions until they have successfully
15 completed the 180 calendar days initial probationary period unless the employee in their
16 probationary period is the most qualified or only candidate.

17
18 Any time during the probationary period, the appointing authority or designee may
19 terminate employment without appeal or grievance.

20
21 Part-time employees shall serve an initial 1040 hour probationary period.

22
23 **Section 10.2 Promotional Probationary Periods.** All newly promoted employees will
24 serve a probationary period of 90 calendar days.

25
26 Employees who do not successfully complete probation may be returned to their former
27 position during the probationary period by the Employer or themselves and have the right
28 grieve but not arbitrate a probationary period reduction.

29
30 **Section 10.3 Training in Probationary Periods.** Newly hired and newly promoted
31 personnel will be provided training on the job by management staff who will attempt to
32 make training uniform and will provide a survey to trained employees to aid in improving
33 future training. Specified training of employees by any other employee shall be
34 considered part of that assigned employee's duties only if said employee has received
35 the specialized training.

36
37 Bargaining unit members may be required, at the direction of management, to provide
38 assistance during a transitional period.

39
40 This transitional assistance shall involve providing assistance regarding general job
41 duties, unit practices, and routine tasks for the position.

1 **Section 10.4 Return to Former Position.** In the event a promoted employee does not
2 successfully complete probation and is thus returned to their former position by the
3 Employer or themselves, the employee(s) displaced as a result will not have any right of
4 grievance relating to their being returned to their former position(s).

5
6 If loss of employment is the result of the displacement, the employee will be laid off in
7 accordance with the provisions of this Agreement, unless they are newly hired
8 probationary employees, in which case employment will be terminated without any right
9 of appeal.

10
11 **ARTICLE 11 - SENIORITY DEFINITION AND CALCULATION METHOD**

12
13 **Section 11.1 Bargaining Unit Seniority.** Bargaining Unit seniority shall be determined
14 by original date of hire as computed from the employee's last day of hire.

15
16 **Section 11.2 Assignment of last date of Hire for Seniority.** All employees shall be
17 assigned seniority based on their last date of hire irrespective of the number of hours
18 worked per day, number of days worked per year, or other factors of total time worked
19 per year.

20
21 **Section 11.3 Department Seniority.** Department seniority is determined by the length
22 of time worked in one of the two (2) departments listed in Article 15 Section K.

23
24 **Section 11.4 Classification Seniority.** Classification seniority shall be determined by
25 the date the bargaining unit member began regular employment in his/her current
26 clarification, irrespective of the number of hours worked per day, the number of days
27 worked per year, or other factors of total time worked per year.

28
29 **Section 11.5 Ties in Seniority.** Ties in seniority among current employees shall be
30 broken by the affected employees drawing numbers from a box with the employee having
31 the lowest number begin the more senior (etc.). This shall be done within thirty (30)
32 calendar days after signing of the contract. A representative of Management and the
33 Union Chapter Chairperson shall witness the drawing.

34
35 If two (2) or more employees are hired on the same date subsequent to the signing of this
36 contract, the same procedure as outlined in paragraph above will be initiated upon the
37 successful completion of the probationary period.

38
39 **Section 11.6 Loss of Seniority.** Seniority may be lost for the following reasons:
40 resignation, discharge for justifiable cause, or retirement.

41
42 **Section 11.7 Seniority Not Lost.** Seniority shall not be lost for the following reasons:
43 time lost by reason of individual accident, industrial illness, or judicial leave (jury); time on
44 leave granted for the purpose of serving in the armed forces of the United States (military);
45 time spent on other authorized leaves (i.e., sick leave, funeral leave, medical, or personal
46 leave); or time spent in a lay-off status as negotiated. Resignations due to military service

1 will be considered as a leave of absence if the bargaining unit member returns to the
2 County within three (3) months of discharge date of active duty.

3
4 **Section 11.8 Seniority From Last Date of Hire.** Seniority will be calculated from the
5 last date of hire.

6
7 **ARTICLE 12 - VACANCIES AND POSTINGS**

8
9 **Section 12.1 Employer Determines Whether to Fill Vacant Position.** The Employer
10 has the right to determine whether or not a bargaining unit vacancy exists, and whether
11 or not the vacancy is to be filled.

12
13 **Section 12.2 Process to Fill Vacancy.** Pursuant to Section 12.1 the Employer has
14 determined that a vacancy is to be filled, the following will occur:

- 15
16 1. The Employer shall post a notice of the existence of a vacancy.
17 2. This notice shall be posted on a bulletin board in the effected department
18 and in such other places as determined by the Employer and the Union.
19 3. This notice shall be posted for seven (7) working days, including the date it
20 was first posted.
21 4. The notice shall contain the following:
22 a. Job title;
23 b. Qualifications;
24 c. Rate of pay;
25 d. Brief summary of duties;
26 e. When the position is available; and
27 f. Deadline for the application.
28 5. Applications must be filed during the posting period and must meet the
29 essential qualifications to be considered. Extraordinary circumstances, i.e.,
30 an employee being on vacation, will be acknowledged by the Employer for
31 application purposes and shall have three (3) working days after return to
32 duty to apply on a vacancy.
33

34 **Section 12.3 Criteria Used In Selection Process.** In considering any individual
35 applicant to fill a vacancy, the Employer will consider the following criteria :

- 36
37 1. Individual qualifications of the applicant;
38 2. Ability to meet requirements of the position available;
39 3. Ability to perform the essential functions of the position;
40 4. Applicants must meet qualifications of position per Position Description.
41 5. If two or more applicants are equally qualified, then the most senior
42 applicant will be awarded the position.
43 6. If there are no successful applicants following the above criteria the vacancy
44 shall be posted in the remaining bargaining unit department. In considering
45 candidates for the position, the above criteria 1 through 3 will be used in the

1 selection process with the employee possessing the most County seniority
2 prevailing.

- 3 7. Part-time employees are eligible to bid on full-time positions after successful
4 completion of their probationary period. The Employer shall give first
5 consideration to part-time employees before hiring from the street.
6

7 **Section 12.4 Promotional Opportunities and Return to Former Classification.** The
8 Employer agrees to make every effort to promote senior employees in consideration of
9 the conditions as listed in Section 12.3. An employee who is awarded a promotion will
10 be given a 90 calendar day trial period with supervision and training to enable the
11 employee to qualify for the position on a permanent basis. If the employee fails to
12 satisfactorily perform the duties of the position, he/she may be returned to his/her former
13 position by the Employer or themselves and rate of pay at any time prior to the 90th
14 calendar day served in the new position and may not reapply to said classification for a
15 period of six (6) months.
16

17 **ARTICLE 13 - TEMPORARY ASSIGNMENTS**

18
19 **Section 13.1. Right to Assign.** Management has the unqualified right to temporarily
20 assign bargaining unit members to perform work or duties of another position.
21

- 22 1. The temporary assignments will only be offered to qualified bargaining unit
23 members
24
25 2. Bargaining unit members assigned temporary duties for more than two (2)
26 hours will be compensated at the highest rate of pay; or their regular rate of
27 pay if assigned to a lower rated position.
28

29 **Section 13.2. Limit on Temporary Assignments.** Management agrees temporary
30 assignments that extend more than sixty (60) calendar days will be posted for bid under
31 Article 10- Vacancies and Postings. This posting shall be posted as a temporary bid until
32 the return of the employee or notification to the employer that the employee terminates
33 employment.
34

35 **Section 13.3. Assignment of Part-Time Employee.** It is understood that part-time
36 employees may be assigned to any position of the bargaining unit to gain experience and
37 cross-training to become eligible for full-time positions.
38

39 **Section 13.4. Bids by Part-Time Employees.** Part-time employees may bid and be
40 awarded temporary full-time positions if no qualified full-time employee desires the
41 temporary position.
42
43
44
45

1 **ARTICLE 14 - JOB DESCRIPTIONS; WORKER’S COMPENSATION**

2
3 **Section 14.1 Job Descriptions.** Each employee and the Union shall be provided with
4 a copy of the job description for their classification for those positions which the County
5 has descriptions.

6
7 **ARTICLE 15 - WORK RULES; WORKER’S COMPENSATION**

8
9 **Section 15.1 Purpose.** Work rules are those policies, procedures, and directives which
10 regulate the behavior of employees in the performance of the Employer services and
11 programs. It does not refer to those tasks required to complete specific duties outlined
12 under job descriptions.

13
14 It is agreed and understood that the Employer shall have the right to revise and/or initiate
15 reasonable work rules with respect to the conduct of its employees. It is further agreed
16 that any work rule believed to be in violation of a provision of this contract may be grieved
17 by the Union.

18
19 **Section 15.2 New Rules.** The Employer agrees that new work rules formulated after
20 the effective date of the Agreement shall be reduced to writing and made available to the
21 Union and all bargaining unit employees seven (7) calendar days before the
22 implementation unless the Employer or his designee determines that immediate
23 implementation is needed to maintain the operational functions and/or stability of the
24 Department.

25
26 **Section 15.3 Uniform Application.** Work rules shall be applied uniformly to all
27 bargaining unit employees.

28
29 **Section 15.4 Workers Compensation.** The parties recognize the importance of
30 administering rules to alleviate the costs of Worker's Compensation, and therefore agree
31 to abide by all policies currently in force or adopted hereafter concerning issues affecting
32 Worker's Compensation premiums, including, but not limited to drug testing policies,
33 requirements of use of sick leave for injured employees, and requirements of temporary
34 or extended temporary placement in other positions funded by the County. The Union
35 recognizes that temporary placement may occur in a position outside those contained in
36 the bargaining unit, and/or may require employees outside the bargaining unit to have
37 temporary placement in a position currently covered by the bargaining unit. In such
38 cases, employees shall be covered by the Collective Bargaining Agreement covering their
39 regular position. The parties agree that any conflict between this section and any other
40 section of this Agreement shall be resolved in favor of this section.

41
42 Employees subject to this temporary assignment shall retain his/her current rate of pay.
43 If said employee is assigned to a higher paying position, he shall receive the higher rate.
44
45

1 **ARTICLE 16 - WORK SCHEDULES**

2
3 **Section 16.1 Work Schedules.** Work schedules are defined as an employee's assigned
4 hours of the day, days of the week, and shift assignment.

5
6 **Section 16.2 Work Week.** The basic work week shall be forty (40) hours, and the normal
7 work day shall be eight (8) hours for full-time employees. Part-time employees shall work
8 thirty-five (35) or less hours per week.

9
10 **Section 16.3 Lunch Period and Breaks.** The lunch period and the break periods may
11 be scheduled at the discretion of the employee upon approval of the supervisor. Normally
12 lunch breaks will be scheduled between 11:00 am and five hours after starting time.

13
14 Every eight (8) hour work period shall include a one (1) hour paid lunch period
15 approximately mid-way through the eight (8) hour shift during which time the employee is
16 not on duty or on-call.

17
18 There shall be two (2) fifteen (15) minute rest periods on each workday. The time
19 represents actual time away from the employee's regular duties. Break periods may not
20 be scheduled immediately before or after the meal period or at the start or end of a shift.
21 When employees work beyond their regular quitting time the Employer shall provide each
22 employee with an additional rest break after the employee has worked two (2) hours past
23 quitting time.

24
25 **Section 16.4 Flex Time.** Flex time may be made available to all employees. The
26 supervisor is authorized to make reasonable modifications in requested work hours to
27 meet the operational needs of the unit to ensure service to the public. Any needed
28 modifications shall be assigned to the least senior employee who will meet the operational
29 requirements of the unit, but shall not be applied arbitrarily or capriciously.

30
31 Normal workhours shall be established by the County. Employees shall be provided two
32 (2) week notice to employees except in case of emergency.

33
34 **Section 16.5 Reporting Absences.** The reporting of absences will be no later than 9:00
35 a.m. or earlier if possible.

36
37 All absences must be reported by the employee to their respective supervisor. If their
38 supervisor is not available then their report shall be made to the Department Administrator
39 or the Assistant Administrator.

40
41 Employees on flex time shall not be considered late until after 8:30 a.m. This provision
42 shall not apply to any employee whose time has been modified to cover the operational
43 needs of the unit.

44
45 **Section 16.6 Inclement Weather.** If inclement weather conditions are so hazardous
46 that it is not possible to report to work, the employee shall contact his/her immediate

1 supervisor or department head, who may authorize absence or late arrival. Employees
2 can use vacation and/or compensatory time for such absence or late arrival if authorized.
3

4 **Section 16.7 Declared State of Emergency.** If there shall be a declared state of
5 emergency by the Lawrence County Commissioners or their designee and the Agency
6 is closed, bargaining unit employees shall be paid for all hours of the employee's normal
7 work schedule during the emergency situation.

8 **ARTICLE 17 - OVERTIME**
9

10 **Section 17.1 Purpose.** The purpose of the Article is to provide the basis for the
11 calculation of and the payment for overtime and allowed time as provided in this
12 Agreement.
13

14 **Section 17.2 Definition of Terms:**

- 15 1. The payroll week shall consist of seven (7) consecutive days beginning with
16 Monday at 12:01 am or the nearest starting thereto.
- 17 2. Holidays, as enumerated in the holidays article, consist of twenty-four (24)
18 consecutive hours beginning at 12:01 am or the next starting time thereto on the
19 holiday. When one of the enumerated holidays falls on Sunday, the following
20 Monday shall be regarded as the holiday and applicable holiday premium shall be
21 paid for Monday instead of Sunday. When one of the enumerated holidays falls
22 on Saturday, the preceding Friday shall be regarded as the holiday and applicable
23 holiday premium shall be paid for Friday instead of Saturday. Hours worked on
24 Saturday holidays, which were observed on Friday, will be paid at straight time.
- 25 3. The regular rate of pay, as the term is used in the holiday shall mean the hourly
26 rate in which the employee would have received for the work had it been performed
27 during non-overtime hours.
- 28 4. The workday for the purpose of this Article is the twenty-four (24) hour period
29 beginning with the time the employee is scheduled to work.
- 30 5. Overtime rate means one and one-half (1/2) times the regular rate of pay.
31

32 **Section 17.3 Conditions Under which Overtime Rate shall be Paid:**

- 33 1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall
34 be paid to an employee for hours worked in excess of forty (40) hours in a payroll
35 week.
- 36 2. The Employer shall attempt an equitable distribution of overtime among employees
37 within established classification groups. Employees who are offered overtime and
38 for any reason refuse or fail to work the overtime shall be credited as if they had
39 worked the overtime for the purpose of overtime distribution.
- 40 3. The Employer shall maintain an overtime roster by department by classification
41 groups which shall show employees by name and classification and reflect the
42 hours of overtime worked, and shall be posted at their current locations in each
43 building and updated monthly. Balance will return to zero annually on the effective
44 date of contract.
- 45 4. Employer shall establish an overtime roster of bargaining unit employees who fall
46 in one of the following classification groups:

Dog Warden:

Deputy Dog Warden
Pound Keeper

Courthouse:

Maintenance
Custodial

5. If it is determined that overtime has not been equitably distributed, the employee adversely affected shall be given the next available overtime until the overtime has been equalized.
6. For the purpose of calculating overtime, any time spent in paid status, such as sick days, holiday, vacation, etc., shall be counted as hours worked during the work week.
7. There will be mandatory overtime only where necessary to fulfill operational requirements determined by the reasonable discretion of the Employer. In instances of mandatory overtime, the employees with the greatest classification seniority in the group will be offered first chance to reject, continuing through the group. The option of refusing is also dependent upon the number of employees in that classification required to fill the operational needs of the work to be performed.
8. Full-time employees will be offered overtime prior to part-time employees.

Section 17.4 Non-Duplication. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement.

Section 17.5 Conditions Pertaining to Allowed Time.

1. Employees who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available for two (2) hours at their standard rate of pay. The supervisor may, at his/her discretion, assign the employees to work other than their normal duties for this two (2) hour period. Each employee has the right to refuse said work, but shall forfeit the reporting pay by this refusal.
2. An employee injured on the job shall be paid for all hours of work that day at his/her standard hourly rate.
3. In the event that strikes or work stoppages in connection with labor disputes involving members of the bargaining unit occur, paragraph E-1 of this section does not apply.

Section 17.6 Compensatory Time.

1. The County may provide compensatory time off in lieu of monetary overtime compensation, at a rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked.
2. Employees may accrue up to 80 hours of compensatory time. Thereafter overtime will be paid at the appropriate rate in cash.

- 1 3. The employee is permitted to make his/her choice (overtime pay or compensatory
2 time off) known to the Employer not later than the end of the workweek in which
3 overtime was earned.
- 4 4. Upon termination of employment, an employee will be paid for unused
5 compensatory time at the rate of pay they are presently earning.
- 6 5. If an employee wishes to use compensatory time off, it shall be at a time consistent
7 with the operating needs of the Employer, and only with prior approval of the
8 supervisor or designee.
9

10 **Section 17.7 Minimum Call-in.** Employees who are recalled to work shall receive a
11 minimum of two (2) hours of pay at the employee's regular hourly rate of pay regardless
12 of the number of hours worked, but are only entitled to this minimum once for each twenty-
13 four (24) hour period of call back status.
14

15 **Section 17.8 Prior Authorization Required.** Overtime must be authorized in advance
16 by the supervisor or departmental protocol.
17

18 **Section 17.9 Work on Holiday.** Should an employee be required to work any holiday
19 as listed in Article 24 of this Agreement, the employee shall receive one and one-half (1
20 ½) the hourly rate in addition to holiday pay for all hours worked on said holiday, or the
21 guaranteed minimum, whichever is greater.
22

23 **ARTICLE 18 - LAYOFF AND RECALL**

24

25 **Section 18.1 Reasons for Layoff.** In the event of a reduction of the working force by
26 reason of shortage of funds, lack of work, or an emergency situation and it becomes
27 necessary to reduce the number of employees in a job classification, the following
28 procedures shall govern such layoff and/or subsequent reinstatement.
29

30 **Section 18.2 Reduction by Attrition.** The number of people affected by reduction in
31 the force shall be kept to a minimum by not employing replacements, insofar as practical,
32 of employees who resign, retire, or otherwise vacate a position.
33

34 **Section 18.3 Order of Layoff.** The Employer will first lay off all intermittent, casual,
35 seasonal and probationary employees, who are performing duties of the classification
36 from which the Employer intends to lay off.
37

38 **Section 18.4 Layoff List, Notice to Union.** Prior to the effective date of layoffs, the
39 Employer's designee shall prepare and fax or email to the Union a list containing names,
40 seniority dates, and classifications and indicate which employees are to be laid off. Each
41 employee to be laid off and the Union shall be given a 14 day written notice of layoff.
42 Each notice of layoff shall state the following:
43

- 44 1. Reason(s) for the layoff or reduction;
- 45 2. The effective date of layoff; and

- 1 3. A statement advising the employee of his/her rights of
2 reinstatement from the layoff.
3

4 **Section 18.5 Recall List.** For the classifications in which the layoffs occur, the Board
5 designee shall prepare a reinstatement list and the names of all employees laid off in the
6 reverse order of layoff. Reinstatement shall be from this list before any new employees
7 are hired in that classification.
8

9 **Section 18.6 Length of Layoff List; Return to Work.** The employee's name shall
10 remain on the appropriate list for a period of eighteen months from the effective date of
11 layoff. If reinstated from layoff during this period, such employee shall retain all seniority.
12 If two or more employees are laid off from the same classification, the last to be laid off
13 will be the first to be recalled.
14

15 If an employee is recalled to his/her original classification, then the employee will receive
16 the same level of pay, benefits and seniority rights as if he/she had been employed during
17 the time of the layoff. If recalled to a lower classification, the employee shall receive the
18 rate of pay and benefits of that classification, but shall retain seniority rights as described
19 above.
20

21 **Section 18.7 Order of Layoff in Classification.** The first person laid off from the
22 affected classification(s) will be the employee in that classification with the least
23 department seniority.
24

25 In the event that a layoff occurs, an employee shall maintain the right to move to a lower
26 classification, within that same series; or, request movement to another classification
27 series within the department with the equivalent pay range or less. The employee must
28 meet the qualifications for the position. If it is a position not previously held by the
29 employee, a probationary period will be in effect.
30

31 **Section 18.8 Recall Notice.** The Employer will recall employees by sending notice of
32 recall by regular U.S. mail with copy to Union President and faxing or emailing a copy to
33 the Athens Regional Office (740) 797-9712. The fourteen (14) day period shall begin
34 upon the mailing of the letter. If the laid off employee has not responded by the last day
35 of the fourteen (14) day period, his/her name shall be removed from the recall list.
36

37 Upon recall, the laid off employee shall have fourteen (14) calendar days within which to
38 report to the employer. The fourteen (14) day period shall begin upon the mailing of the
39 letter.
40

41 It is the responsibility of the employee to provide an address and phone number at which
42 they can be reached during the layoff period.
43

1 **Section 18.9 Vacancies During Layoff.** Vacancies which occur in the classification of
2 layoff shall be offered to or declined in writing by the employee standing highest on the
3 layoff list before the next person on the list may be considered. An employee must
4 respond in writing within 48 hours of receipt of notification of recall. Any employee who
5 declines reinstatement shall be removed from the reinstatement name list.
6

7 **Section 18.10 Intermittent Work During Layoff.** For purposes of performing seasonal
8 or occasional work, i.e., part-time cutting of grass, cleanup, filling other positions during
9 vacation, or other special projects or temporary needs, etc., not exceeding four (4) weeks.
10 A laid off employee may be used without ending the layoff and/or recall or requiring a new
11 layoff notice at the end of the seasonal or occasional work period.
12

13 The laid off employee shall receive notice of the availability of this work by personal
14 notice, email, or registered mail with a copy to the Union President sent at least seven
15 calendar days before the work starts, and a copy emailed or faxed to Ohio Council 8
16 Athens Regional Office.
17

18 The notice can be made by email or phone, if a Union employee is present to verify the
19 call was completed. Failure to accept this work shall not end the employee's recall rights.
20

21 **Section 18.11 Classification Series.** The department classification series is set forth
22 as follows, in descending order from highest to lowest:
23

24 Dog Warden Department:

25 Deputy Dog Warden
26 Pound Keeper
27

28 Courthouse Department:

29 Maintenance Unit:
30 Maintenance Specialist
31 Maintenance II
32 Maintenance I
33 Custodian
34

35 Commissioners Unit:

36 Administrative Assistant to County Commissioners
37

38 **ARTICLE 19 - CORRECTIVE ACTION**
39

40 **Section 19.1 Reasons for Discipline.** Corrective action shall be for just cause.
41

42 **Section 19.2 Corrective Action.** Corrective action may include: verbal warnings,
43 written reprimands, suspensions with or without pay, reduction in pay and/or position, and
44 discharge from employment. The severity of the disciplinary act will be proportional to
45 the seriousness of the offense and the employee's past disciplinary record.
46

1 **Section 19.3 Reprimands.** Verbal and written reprimands which are noted in the
2 employee's file are subject to appeal under the grievance procedure to Step 2 only.

3
4 Grievance answers on verbal reprimand grievances shall not be considered as
5 establishing precedence on any of the issues raised in the grievance or as determinative
6 on any contract violations cited as a part of the grievance.

7
8 **Section 19.4 Appeal of Discipline.** Corrective action beyond verbal and written
9 reprimands are subject to appeal through the grievance procedure starting at Step 2,
10 including final and binding arbitration.

11
12 **Section 19.5 Predisciplinary Conference.** An employee shall have the right to a
13 disciplinary hearing before the Employer (or designee) for any disciplinary action resulting
14 in suspension, reduction in pay or position, or discharge from employment.

15
16 The Employer shall provide written notice of the hearing seventy-two (72) hours in
17 advance to the employee and the Union. The notice shall cite the charges against the
18 employee.

19
20 The employee shall be notified of his/her right to representation which may include, at the
21 employee's option, a steward, Chapter Chairperson, or a non-employee staff
22 representative. The Union steward will be allowed to be present at any disciplinary
23 hearing.

24
25 The Employer (or designee) shall provide a written copy of the action to the employee
26 within seven (7) days.

27
28 **Section 19.6 Suspension During Investigation.** In the case of an anticipated
29 suspension or removal, an employee may be suspended with pay through the originally
30 established disciplinary hearing date. Should the disciplinary hearing date, as established
31 by the Employer or designee, be continued or extended at the request of or on behalf of
32 the employee, all subsequent suspension time beyond the original hearing date may be
33 without pay, pending the decision or outcome of the disciplinary proceeding.

34
35 **Section 19.7 Record Retention.** All records of corrective action shall be removed from
36 the employee's file as set forth below in the event there are no intervening corrective
37 actions, and shall not be considered thereafter.

38
39

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

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ARTICLE 20 - SAFETY

Section 20.1 Safety Responsibilities. It is the responsibility of the Employer to provide safe working conditions, safe tools and equipment, and safe working methods for its employees. The County agrees to provide tools and equipment at current levels.

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 Employer shall use whatever means within their control to provide comfortable temperature and ventilation within County buildings housing employees.

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. Employees will make a reasonable effort to comply with safety rules and regulations established by the County, State and Federal governments.

Section 20.2 Video Monitors. The Employer agrees that employees working on V.D.T.'s for a period of four (4) hours or more straight, shall be given a fifteen (15) minute break every two (2) hours from working on the V.D.T., being permitted to perform other tasks during that time. It is also agreed that the Employer shall furnish information concerning proper equipment usage and types of preventative equipment available to help protect against possible ergonomic problems, and if requested, shall provide reasonably affordable equipment to employees using VDTs.

Section 20.3 Vaccinations. The Employer will provide vaccinations for TB, flu, and Hepatitis B at the Employer's expense through the Health Department. In addition to the above provided vaccinations, employees in the classifications of maintenance will also be provided with tetanus vaccinations when needed. In addition to the above provided vaccinations, rabies vaccine will also be provided to employees of the dog warden department.

ARTICLE 21 - MISCELLANEOUS

Section 21.1 Copies of Contracts. The cost of copies shall be shared equally by the parties.

Section 21.2 Expenses. Expense reimbursements for work related travel, meals etc. shall be reimbursed pursuant to County Policy.

Section 21.3 Displacement of Employee. A non-bargaining unit employee shall not perform bargaining unit work for the purpose of displacing an existing bargaining unit member.

1 **Section 21.4 Prior Service Credit.** A bargaining unit member will be entitled to have
2 their prior service with the state or any political subdivision of the state counted as service
3 for the purpose of computing the amount of their vacation leave.
4

5 **Section 21.6 Maintenance tools.** The Employer shall provide the maintenance
6 department with all necessary tools, at the discretion of the Employer. In the event new
7 tools are needed, the same shall be requested by the Maintenance 2 worker.
8 Maintenance employees shall not be required to use personal tools.
9

10 **ARTICLE 22 - PAID LEAVES OF ABSENCE**

11
12 **Section 22.1 Court Leave.** Employees shall be paid their regular rate of pay for time
13 spent as a witness subpoenaed to testify in an action in which they are not a party.
14 Absence for jury duty is also permissible. After absence for such duty, either reporting,
15 serving, or testifying the bargaining unit member shall return payment for services
16 rendered to the County Auditor and at the next regular pay period receive full payment of
17 his/her regular salary from the County for the day or days of excused absence for this
18 purpose. Payments not turned in for days excused will cause reduction of pay for those
19 days. Employees excused from service early will be required to return to work.
20 Employees that work the 2nd shift shall be excused from work for all hours spent in Court
21 leave. Employees that work the 3rd shift (starting between the hours of 10 pm - 11:59 pm)
22 shall not be required to work the shift prior to reporting for jury or witness duty; however,
23 if they are dismissed without serving, they will be required to use vacation, personal, or
24 compensatory time leave for the balance or time they did not serve.
25

26 **Section 22.2 Military Leave.** The Employer and Union will follow all State and Federal
27 Laws regarding Military Leave.
28

29 **Section 22.3 Personal Leave**

- 30
- 31 1. With the exception of paragraph 2 below, employees shall be granted five (5)
32 unrestricted days of absence during each calendar year without loss of salary to
33 transact private personal business or to attend to affairs which cannot be
34 conducted outside the regular work day. Personal leave must be requested in
35 advance and approved by the supervisor.
36
 - 37 2. Personal leave may not be taken to perform employment for which wages are
38 received from the County or other employers. There may be an exception granted
39 by the appropriate administrator in the event personal leave has been previously
40 approved and arranged, and a scheduling situation makes it necessary to call the
41 member for duty.
42
 - 43 3. Each full-time bargaining unit member will receive forty dollars (\$40.00) per day
44 for each personal leave accumulated at the end of the fiscal year. Such bonus
45 payments shall be made on the last payday in the calendar year in which the fiscal

1 year ends or as soon thereafter as practicable. Such payment will eliminate the
2 personal leave accumulation.

- 3
4 4. Personal leave may be taken in one hour increments and may not be used to cover
5 tardiness.

6
7 **Section 22.4 Sick Leave**

- 8
9 1. All employees in the County shall earn sick leave at the rate of four and six-tenths
10 (4 6/10) hours for each eighty (80) hours of work completed service. Employees
11 on unpaid leaves of absence do not earn sick leave.

- 12
13 2. Accumulation
14 Employees may accumulate an unlimited amount of sick days.

- 15
16 3. Approved use of sick leave
17 Sick leave to be used by the employees of the county must be submitted on the
18 proper form, stating the reason for leave. Sick leave may be taken for absence
19 due to personal illness, pregnancy, injury, exposure to a contagious disease which
20 may be communicated to other employees and to illness, injury or death in the
21 employee's immediate family. Employees on sick leave for more than three (3)
22 consecutive days may be required to present a doctor's certificate and the date the
23 employee may return to active employment. Employees injured on the job may
24 choose to file for Worker's Compensation rather than using their sick leave days.
25 Employees who receive Worker's Compensation must pay back any sick leave
26 paid by the County for the period for which Worker's Compensation is paid. Such
27 returned sick leave shall be credited to the member's sick leave accumulation.

- 28
29 4. Immediate family shall be the same as defined in Bereavement Leave.

30
31 **Section 22.5 Educational Leave.** Employees approved by the Employer to attend work-
32 related classes or training shall not lose time or pay for attending such classes held during
33 normal work hours. The Employer shall attempt to equalize said training, within reason,
34 to all employees.

35
36 **Section 22.6 Bereavement Leave**

- 37
38 1. An employee shall be granted up to a three (3) day leave of absence with pay in
39 the event of the death of a member of his immediate family provided one (1) day
40 of the leave is the day of the funeral. If additional time is needed, the Supervisor
41 may grant additional time from vacation or personal leave.

- 42
43 2. For the purpose of this Article, the immediate family shall be defined as:

- 44
a. Spouse; j. Step-Sister;
b. Child; k. Mother-in-law;

- | | | | |
|----|---------------|----|------------------|
| c. | Mother; | l. | Father-in-law; |
| d. | Step-Mother; | m. | Daughter-in-law; |
| e. | Father; | n. | Son-in-law; |
| f. | Step-Father; | o. | Grandparents; |
| g. | Brother; | p. | Grandchild |
| h. | Step-Brother; | q. | Sister-in-law |
| i. | Sister; | r. | Brother-in-law |

1
2 3. In the event of a death of a relative other than a member of his immediate family,
3 an employee may be granted a leave of absence with pay for one (1) day to attend
4 the funeral if within the State of Ohio or two (2) days if the funeral is outside the
5 State of Ohio.

6
7 4. Part-time employees shall be granted two (2) days off with pay for the death of an
8 immediate family member taken within five (5) days of death.

9
10 **ARTICLE 23 – UNPAID LEAVES OF ABSENCE; DISABILITY SEPARATION**

11
12 **Section 23.1 Unpaid Leaves of Absence.** Employees shall make written application
13 for leave of absence twenty (20) days in advance to the Employer or the designee when
14 practicable. Emergency leave may be granted by the Employer or its designee.

15
16 All approved leaves will indicate a specific date on which the employee is expected to
17 return to work.

18
19 Employees on approved leave shall be returned to his/her position and shall replace the
20 least senior position holder. If the employee does not possess the seniority to return to
21 his/her former position, he/she shall be permitted to exercise his/her rights under Article
22 15 H. Employees do not earn sick leave or vacation time while on unpaid status.

23
24 If an employee misrepresents facts or makes false statements when requesting leave,
25 any leave granted may be canceled and the employee subject to appropriate disciplinary
26 action.

27
28 **Section 23.2 Duration of Unpaid Leave of Absence.** Personal leave without pay may
29 be granted for up to six (6) months at the reasonable discretion of the Employer or the
30 designee.

31
32 **Section 23.3 Education Leave.** Education leave without pay may be granted for up to
33 one (1) year at the reasonable discretion of the Employer upon consideration of the
34 following conditions:

- 35
36 1. Approved course of study related to work performed.
37 2. Accredited institution and program.
38

1 **Section 23.4 Maternity Leave.** Maternity leave will be subject to the provisions of the
2 County FMLA policy.

3
4 **Section 23.5 Disability Leave.** Disability leave without pay will be granted upon
5 exhaustion of an employee's sick leave, if the employee is:

- 6
7 1. hospitalized or institutionalized; or
8 2. convalescing as authorized by a physician; or
9 3. declared by a physician as unable, due to personal disability, to perform
10 his/her duties.

11
12 Disability leave without pay may be granted for a maximum of one (1) year. an employee
13 must give the Employer prior notice of their ability to return to work. An employee must
14 also furnish a physician's statement that he/she is capable of performing the duties of
15 his/her position. The employee is solely responsible for the expense of this statement.

16
17 Employment shall be considered terminated if an employee fails to return on the date
18 indicated, and an extension has not been requested.

19
20 **Section 23.6 Disability Separation.** Notwithstanding the provisions of this or other
21 Articles, if an employee, after a medical or psychiatric examination, is found to be unable
22 to perform the material and substantial duties or essential functions of his position, then
23 the Employer may disability separate the employee. If an employee applies for disability
24 retirement benefits, the Employer will support that application. However, this provision
25 may not be considered an admission or agreement for workers' compensation benefits.

26
27 **Section 23.7 Union Leave.** Three (3) duly elected Union delegates or alternates to the
28 International Union Convention and State AFSCME Convention on alternate years, may
29 at the reasonable discretion of the Director, or his designee, be granted time off without
30 pay for the purpose of participating in such conventions, not to exceed three (3) days
31 each for the State Convention and seven (7) days each for the International Convention.

32
33 **Section 23.8 Family and Medical Leave.** The County policy will apply for FMLA.

34
35 **ARTICLE 24 - SICK LEAVE CONVERSION**

36
37 Upon separation, accumulated sick leave shall be paid at the rate of 60%. To be eligible
38 for severance pay, an employee must have completed ten (10) years' service with
39 Lawrence County.

40
41 In the event of the death of an employee, all accumulated sick leave shall be paid-to the
42 surviving spouse or to the designated beneficiary on the employee's life insurance unless
43 otherwise designated by the employee or to the estate of the employee if there is no
44 surviving spouse.

1 **ARTICLE 25 - HOLIDAYS**
2

3 **Section 25.1 Holidays and Birthday.** All full-time employees in active pay status will
4 be paid for the following holidays:
5

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 9. Veterans' Day |
| 2. Martin Luther King Day | 10. Thanksgiving Day |
| 3. Presidents' Day | 11. Day after Thanksgiving |
| 4. Memorial Day | 12. Christmas Eve Day |
| 5. Independence Day | 13. Christmas Day |
| 6. Labor Day | 14. General Election Day |
| 7. Columbus Day | 15. New Year's Eve Day (1/2 day) |
| 8. Employee's Birthday | 16. Juneteenth Day |

6 **Section 25.2 Eligibility for Holiday Pay.** To be entitled to holiday pay an employee
7 must be on the active payroll (i.e., receives pay) on his last regular work day before and
8 his first regular work day after the holiday.
9

10 **Section 25.3 Eligibility for Holidays.** To be entitled to a holiday premium pay an
11 employee must work on the day observed by the County as the holiday. Those
12 employees who work the holiday shall in addition to holiday pay receive one and one-half
13 (1 ½) times their hourly rate for all hours worked on the holiday.
14

15 **Section 25.4 Weekend Holidays.** If an observed holiday shall fall on a Saturday it shall
16 be observed on the preceding Friday. If an observed holiday falls on a Sunday it shall be
17 observed on the following Monday.
18

19 **Section 25.5 Part time Employees.** Part-time employees are not entitled to holiday pay.
20 Part-time employees shall receive pay for all hours actually worked on the holiday at time
21 and one-half their regular rate of pay.
22

23 **ARTICLE 26 - VACATIONS**
24

25 **Section 26.1 Vacation Leave Accumulation.** Each full time employee, who works
26 eighty (80) hours per two (2) week pay period, after service of one (1) year shall have
27 earned any will be due upon attainment of the first six months of employment, forty (40)
28 hours of vacation, and annually thereafter, eighty (80) hours of vacation with full pay. One
29 (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay
30 periods.
31

32 **Section 26.2 Limit on Accumulation.** Employees shall forfeit their right to take any
33 vacation leave to their credit which is excess of the accrual of three (3) years. Such
34 excess leave shall be eliminated from the employee's leave balance.
35

1 **Section 26.3 Payment at Death.** In case of death of an employee, such unused vacation
2 shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her
3 estate.
4

5 **Section 26.4 Request for and Approval of Vacation Leave.** All vacation time must be
6 approved by the employee’s supervisor and reported to the Lawrence County
7 Administrator in advance of an employee taking paid vacation leave. If an employee
8 requests less than three (3) days, the employee must make the request the day before.
9 If the employee requests a vacation of four (4) days or more, the employee must provide
10 five (5) working days advance notice to his/her supervisor. Notice may be waived with
11 the approval of the supervisor.
12

13 **Section 26.5 Accumulation of Vacation.** All permanent eight hour per day period
14 County employees will receive the following amounts of paid leave based upon the length
15 of continuous service.
16

- 17 a. LESS THAN ONE (1) FULL YEAR OF SERVICE - An employee is credited
18 with forty (40) hours of vacation after completion of six (6) months of service.
19
- 20 b. ONE (1) FULL YEAR OF SERVICE -- (26 bi-weekly pay period(s)) - two (2)
21 weeks (ten (10) working days or eighty (80) hours). Accumulated at the rate
22 of 3.1 hours per pay period of eighty (80) hours.
23
- 24 c. SIX (6) FULL YEARS OF SERVICE - three (3) weeks (fifteen (15) working
25 days or one hundred twenty (120) hours). Accumulated at the rate of 4.6
26 hours per pay period of eighty (80) hours.
27
- 28 d. FIFTEEN (15) FULL YEARS OF SERVICE - four (4) weeks (twenty (20)
29 working days or one hundred sixty (160) hours). Accumulated at the rate
30 of 6.2 hours per pay period of eighty (80) hours.
31
- 32 e. TWENTY-FIVE (25) FULL YEARS OF SERVICE - five (5) weeks (twenty-
33 five (25) working days or two hundred (200) hours). Accumulated at the
34 rate of 7.7 hours per pay period of eighty (80) hours.
35

36 The rate of hours accrued per eighty hours worked is as follows:
37

38 6 months - 5 years service	3.1 hours per 80 hours worked
39 6 years - 14 years service	4.6 hours per 80 hours worked
40 15 years - 25 years service	6.2 hours per 80 hours worked
41 Over 25 years service	7.7 hours per 80 hours worked

- 42
- 43 f. Any full-time employees granted vacation leave who render service other
44 than forty hours per week as described above and who are in active pay
45 status in a bi-weekly pay period, shall accrue a number of hours of vacation

1 leave during each such pay period that bears the same ratio as the number
2 of hours which is accepted as full-time for them, bears to eighty (80) hours.
3

4 **Section 26.6 Conversion at Separation.** Upon separation from employment an
5 employee shall be entitled to compensation at his/her current rate of pay for all lawfully
6 accrued and unused vacation leave to his/her credit at the time of separation.
7

8 **Section 26.7 Holidays During Vacation.** An employee whose scheduled vacation falls
9 within a week containing a paid holiday will not have the holiday charged against vacation
10 time. An employee so effected shall be granted an additional vacation day.
11

12 **Section 26.8 Cancellation of Vacation Leave.** If the Employer cancels an employee's
13 scheduled vacation or denies an employee's request for vacation because of operational
14 needs, the employee may apply for the conversion of up to fifty percent (50%) of his/her
15 unused vacation leave earned the calendar year just preceding the current year.
16 Application for such conversion must be completed and submitted for approval prior to
17 December 15th each year. An employee not exercising this option on or before
18 December 15th will automatically have the hours carried forward and accumulated in
19 accordance with paragraph B above.
20

21 The Employer and the Union agree that vacation is a benefit to employees for rest and
22 recreation and that vacation requests shall not be unreasonably denied.
23

24 Vacation leave shall be granted on a first-come, first-serve basis. If two or more
25 employees submit vacation requests on the same day, at the same time, for the same
26 period, departmental seniority shall prevail.
27

28 **Section 26.9 Advance Pay of Vacation.** Vacation pay for a week or more will be paid
29 in advance of the vacation if a written request is made by the employee at least three (3)
30 weeks or more before the regular pay date. Vacation pay may be included in the regular
31 pay check.
32

33 **Section 26.10 Part-Time Employees Accumulation of Vacation Leave.** Part-time
34 employees shall have their vacation time pro-rated to the table below.
35

36 The rate of hours accrued per eighty hours worked is as follows:
37

6 months - 5 years service	3.1 hours per 80 hours worked
6 years - 14 years service	4.6 hours per 80 hours worked
15 years - 25 years service	6.2 hours per 80 hours worked
Over 25 years service	7.7 hours per 80 hours worked

1 **ARTICLE 27 - INSURANCE**

2
3 **Section 27.1 Health Insurance, Premium Costs/Share.** It is agreed that the Employer
4 will continue to provide insurance to employees that work 30 hours or more for insurance
5 selected by the County Commissioners. It is agreed that the Employer shall provide the
6 insurance plan at a 75%-Employer/25%-Employee split in the premium costs. Employees
7 shall receive the same coverage and benefits as provided to other County employees
8 under the County Plan. The County Plan shall include a prescription drug plan. If there
9 is no vision coverage in the County Plan, the Employer will add the Vision II coverage
10 under the AFSCME Care Plan.

11
12 **Section 27.2 Continuation of Health Insurance.** When an employee is on an approved
13 FMLA leave or an approved disability leave, and has reached a non-paid status, the
14 Employer shall continue the coverage of the group health insurance as called for in this
15 Article for the first three (3) months on non-paid status. Such coverage under this section
16 will only continue if the employee is not eligible for or receiving alternate health insurance
17 coverage.

18
19 At the end of this three (3) month period, the employee shall have insurance conversion
20 rights, at the employee's expense, if so desired.

21
22 The Employer shall only be required to provide the three (3) month coverage referred to
23 above for any one employee for a total of three (3) months within any twelve (12) month
24 period. This twelve (12) month period shall begin on the first day of the first leave in which
25 the Employer provides the above mentioned coverage.

26
27 **Section 27.3 Life Insurance.** The Employer agrees to provide life insurance as is
28 provided through, and in conjunction with, the County Group Health Plan.

29
30 **Section 27.4 AFSCME Care Plan.** The Employer agrees to pay \$54.50 per month per
31 each bargaining unit employee towards the cost for the coverage provided by the
32 AFSCME Care Plan. Said coverage is for Dental IIA, Prescription Drug Reimbursement,
33 Hearing and Legal Plan. This cost shall remain constant for the term of the Contract.

34
35 **ARTICLE 28 - WAGES**

36
37 **Section 28.1 Wage Scale.** The wage scale shall be that reflected in Appendix A. Each
38 year of the contract, employees shall receive a three percent (3%) raise or 0.50,
39 whichever is greater. Any incumbent assigned a higher hourly wage than that assigned
40 by Appendix A shall in no way diminish the salary of the incumbent.

41
42 All bargaining unit employees shall receive a \$500.00 (five hundred) lump sum upon
43 ratification of the Contract by both parties.

1 **Section 28.2 Shift Differential.** Shift differential shall be paid at the rate of twenty-five
2 cents (\$.25) per hour for hours between 12:00 pm and 8:00 pm and thirty cents (\$.30) per
3 hour between 12:30 am and 8:30 am for those employees regularly scheduled to work
4 other than first shift.

5
6 **Section 28.3 Probationary Rate.** A newly hired employee shall receive the probationary
7 rate of pay outlined in Appendix A. Once an employee completes his/her initial
8 probationary period he/she shall then receive the full rate of pay for his/her respective
9 position as outlined in Appendix A.

10
11 **ARTICLE 29 - NO STRIKE - NO LOCKOUT**

12
13 **Section 29.1 Purpose.** The Lawrence County Commissioners and the Union agree that
14 the orderly and peaceful operations of the County can only be achieved by uninterrupted
15 operations of each County Department.

16
17 **Section 29.2 Service to Public.** Management and the Union agree that each party is
18 responsible for maintaining the uninterrupted operation of each County Department and
19 its services to the citizens of Lawrence County. Whenever a dispute over the terms of
20 this Agreement occurs, both parties agree to use the grievance procedure as contained
21 in this Agreement to resolve these disputes.

22
23 **Section 29.3 No Strike.** In recognition of the provisions included in this Agreement for
24 a grievance procedure to be used for resolution of disputes, the Union agrees that neither
25 the Union, its officers, or agents, nor any of the bargaining unit members covered by this
26 Agreement will engage in, encourage, sanction, support or suggest any strikes,
27 slowdowns, mass absenteeism, mass use of sick leave, the willful absence from
28 positions, the stoppage of work or the abstinence in whole or in part of the full, faithful
29 and proper performance of the duties of employment. Any violation of any provision of
30 this Article may be cause for disciplinary action including discharge.

31
32 **Section 29.4 No Lockout.** No lockout shall be instituted by the Employer during the life
33 of this Agreement provided Section C of this Article is not violated by bargaining unit
34 members or the Union.

35
36 **Section 29.5 Notice to Employee by Union.** Management through its supervisors and
37 the Union through its representatives agree to make every effort to end any dispute that
38 would involve the cessation or interruption of work within County Departments. To this
39 end the Union shall notify all bargaining unit members to cease such activity immediately.

40
41 **ARTICLE 30 - CONTRACTING OUT**

42
43 **Section 30.1 Right to contract out Work.** The Employer shall have the right to contract
44 out work provided that no bargaining unit employee is laid off, reduced in pay, displaced,

1 or demoted. The Employer agrees that during a period of layoff, wherein employees have
2 recall rights, no regular work of bargaining unit employees will be contracted out.

3
4 **Section 30.2 Part-Time Employees.** The Employer shall not hire more than four (4)
5 part-time employees at the Courthouse and no more than four (4) part-time employees at
6 the Dog Shelter.

7
8 **ARTICLE 31 - P.E.O.P.L.E.**

9
10 The Employer will deduct voluntary contributions to the American Federation of State,
11 County and Municipal Employee International Union’s Public Employees Organized to
12 Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon
13 receipt from the Union of an individual written authorization card voluntarily executed by
14 the employee.

15
16 The contribution amount will be certified to the Employer by the Union. Monies deducted
17 shall be remitted to the Union within five (5) to fifteen (15) days of the date they are
18 deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to
19 AFSCME, AFL-CIO, P.O. Box 65334, Washington, DC 20035. The payment will be
20 accompanied by an alphabetical list of the names of those employees for whom a
21 deduction was made and the amount of the deduction.

22
23 An employee shall have the right to revoke such authorization by giving written notice to
24 the Employer and the Union at any time.

25
26 The Employer’s obligation to make deductions shall terminate automatically upon receipt
27 of revocation of authorization or upon termination of employment or transfer to a job
28 classification outside the bargaining unit. All PEOPLE contributions shall be made as a
29 deduction separate from the dues deductions.

30
31 **ARTICLE 32 - DURATION**

32
33 **Section 32.1 Duration.** This collective bargaining agreement shall remain in full force
34 and effect from January 1, 2022 to December 31, 2024 inclusive.

35
36 Notice to negotiate a successor agreement shall be given by either party no sooner than
37 one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration
38 date of this Agreement.

39
40 Discussions will begin no later than sixty (60) days prior to the expiration date of this
41 Agreement.

42
43 **Section 32.2 Subsequent Negotiations.** The date, time, place and other conditions for
44 negotiating sessions shall be established by mutual agreement between the parties.

1 **Section 32.3 Binding Agreement.** This Agreement shall be binding upon both parties
2 hereto together with their respective successors and assignees for the duration of this
3 Agreement.

4
5

1 **ARTICLE 33 - EXECUTION OF AGREEMENT**

2
3 The undersigned, being the duly authorized representatives of the Lawrence County
4 Commissioners, and Ohio Council 8 of the American Federation of State, County and
5 Municipal Employees (AFSCME), and Local 890-2, AFSCME, AFL-CIO, do hereby set
6 forth their signatures to evidence their agreement to and acceptance of the terms and
7 provisions of this Agreement, being effective as set forth in the Duration Article. This
8 Agreement being effective and binding upon execution of all necessary signatures.

9
10 Signed on this 31st day of December 2021.

11
12
13 **FOR THE EMPLOYER**

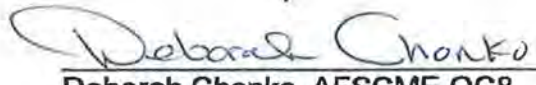
FOR THE UNION

14
15
16 
17 _____
18 Chris Kline



Adam Myers, Committee Member

19
20
21 
22 Jonathan J. Downes, Labor Counsel



Deborah Chonko, AFSCME OC8

Lawrence Co. BCC – AFSCME Local 890(2) Dog Warden – Final Draft 1-25-22

APPENDIX A
 Wage Rates for Year January 1, 2022 to December 31, 2024
 Lawrence County Local 890(2)

3% per year increase based up 2021 schedule, with a \$.50 minimum				
January 1, 2022			January 1, 2022	
Classification	Probationary	After Probation	Classification	Grandfathered
Assistant Dog Warden	\$13.78	\$15.25	Assistant Dog Warden	\$16.99
Pound Keeper	\$13.78	\$15.25	Pound Keeper	\$16.70
Maintenance Specialist	\$16.70	\$18.54	Maintenance Specialist	\$20.55
Maintenance 2	\$15.93	\$17.65	Maintenance 2	\$18.72
Maintenance 1	\$15.16	\$16.78	Maintenance 1	\$17.83
Custodian	\$12.76	\$14.12	Custodian	\$15.31
Assistant to the Commissioners	\$12.40	\$13.72	Assistant to the Commissioners	\$25.81
January 1, 2023			January 1, 2023	
Classification	Probationary	After Probation	Classification	Grandfathered
Assistant Dog Warden	\$14.28	\$15.75	Assistant Dog Warden	\$17.50
Pound Keeper	\$14.28	\$15.75	Pound Keeper	\$17.20
Maintenance Specialist	\$17.20	\$19.10	Maintenance Specialist	\$21.17
Maintenance 2	\$16.43	\$18.18	Maintenance 2	\$19.28
Maintenance 1	\$15.66	\$17.28	Maintenance 1	\$18.36
Custodian	\$13.26	\$14.62	Custodian	\$15.81
Assistant to the Commissioners	\$12.90	\$14.22	Assistant to the Commissioners	\$26.58
January 1, 2024			January 1, 2024	
Classification	Probationary	After Probation	Classification	Grandfathered
Assistant Dog Warden	\$14.78	\$16.25	Assistant Dog Warden	\$18.03
Pound Keeper	\$14.78	\$16.25	Pound Keeper	\$17.72
Maintenance Specialist	\$17.72	\$19.67	Maintenance Specialist	\$21.81
Maintenance 2	\$16.93	\$18.73	Maintenance 2	\$19.86
Maintenance 1	\$16.16	\$17.80	Maintenance 1	\$18.91
Custodian	\$13.76	\$15.12	Custodian	\$16.31
Assistant to the Commissioners	\$13.40	\$14.72	Assistant to the Commissioners	\$27.38

MEMORANDUM OF UNDERSTANDING

Vacation Leave Conversion for Administrative Assistant

Lawrence County Commissioners and AFSCME Local #890 (2) Dog Warden and Gen'l

As agreed between the parties on May 15, 2018, the current employee in the classification of Administrative Assistant to the Commissioners will continue to be permitted to convert up to forty (40) hours accumulated, unused vacation leave to cash and that the employee may do so up to two (2) times each calendar year. This Memorandum of Understanding and the option to convert vacation leave will only apply to the employee in this classification employed on May 15, 2021. This Memorandum of Understanding will expire when this employee is no longer employed in this classification or no longer employed by the County.