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21-MED-10-1389  
41435



**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 January 1, 2022 through December 31, 2024

SERB CASE NO. 2020-MED-10-1169

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1 **ARTICLE 1 PREAMBLE**

2  
3 SECTION 1.1 Agreement and Parties. This document represents an Agreement  
4 between the Lawrence County Union Rome Township Sub Sewer District, and the  
5 Lawrence County Commissioners, hereinafter referred to as the Employer, and Ohio  
6 Council 8 of the American Federation of State, County and Municipal Employees,  
7 (AFSCME), AFL-CIO, and Local 890(1), AFSCME, AFL-CIO, hereinafter referred to as  
8 the Union, for the purpose of establishing wages, hours, terms and other conditions of  
9 employment.

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

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19 Agreement are withdrawn, and shall not be the subject of further discussion during the  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. The Employer and the Union assert and believe that the  
27 provisions of this Agreement are non-violative of applicable existing statutes of the State  
28 of Ohio and of federal law and regulations, and are therefore enforceable in a court of  
29 law.

30  
31 If any clause, sentence, paragraph, or part of this Agreement, or the application thereof,  
32 shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such  
33 judgment shall not affect or invalidate the remainder of the Agreement. The remainder of  
34 the Agreement shall remain in full force and effect for the term of the Agreement.

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

1 **ARTICLE 2 RECOGNITION**

2  
3 The Employer recognizes the Union as the sole and exclusive representative for the  
4 bargaining unit pursuant to SERB case number: 90-REP-06-0130.

5  
6 INCLUDED: All employees of the Lawrence County Board of County  
7 Commissioners, employed in the Union-Rome Sewer District.

8 EXCLUDED: All management-level employees, professional employees and  
9 supervisors as defined in the Code.

10  
11  
12 **ARTICLE 3 UNION SECURITY**

13  
14 SECTION 3.1 Membership in Union. Membership in the Union is available, but not  
15 mandatory, to any employee occupying classifications as determined by this Agreement  
16 to be appropriately within the bargaining unit, as set forth in Article 2, Recognition.

17  
18 SECTION 3.2 Dues Deduction. The Employer agrees to authorize the County Auditor to  
19 deduct Union membership dues, in the amount authorized by the Union, each pay period,  
20 from the pay of any employee eligible for membership, provided that said employee has  
21 individually provided written authorization for such deductions to the Employer. Such  
22 dues shall be transmitted to Ohio Council 8, 6800 North High Street, Worthington, Ohio  
23 43085-2512, or new address as identified by the Union, along with a list of employees for  
24 whom deductions are made within fifteen (15) days of the date the deduction was made.

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

30  
31 SECTION 3.4 Cessation of Dues Deduction. The Employer shall be relieved from making  
32 any employee dues deduction upon:

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

38  
39 SECTION 3.5 List of Employees Names. The Employer will provide the local union and  
40 the Ohio Council 8 Athens Regional Office a list of the names and addresses of all  
41 bargaining unit employees effective thirty (30) days after the execution of this Agreement.

42  
43  
44 **ARTICLE 4 UNION BUSINESS**

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

5  
6 SECTION 4.2 Steward Time. The steward and his/her alternate shall be allowed to  
7 investigate and process grievances without the loss of pay. Said time to be limited to ten  
8 (10) hours a month excluding hearings.

9  
10 SECTION 4.3 Staff Representative. The staff representative, upon prior notification to  
11 the Employer, may be permitted reasonable access to the premises for the purpose of  
12 consulting with bargaining unit members about the provisions of this Agreement, the  
13 adjustment of grievances, and those other purposes specifically described elsewhere in  
14 the provisions of this Agreement.

15  
16 The staff representative shall make his/her presence known to management immediately  
17 upon arrival on the premises of the Employer.

18  
19 SECTION 4.4 Non-Employee Union Representatives. The Union agrees that the number  
20 of accredited non-employee staff representatives during any one visit to the premises of  
21 the Employer shall be limited to a maximum of two (2).

22  
23 The Union also agrees that no official of the Union (non-employee or employee) shall  
24 interfere, interrupt, or disrupt the normal work duties of other employees without prior  
25 approval of the employee's supervisor to conduct Union business provided such approval  
26 shall not be unreasonably denied.

27  
28 SECTION 4.5 Union Materials. The Union shall have the right to distribute Union material  
29 and literature on the premises of the Employer provided that if done by employees they  
30 do so on on-work time, and provided it is not done in such a manner as to interfere with  
31 the operational requirements of the Agency.

32  
33 SECTION 4.6 Bulletin Board. The Employer agrees to furnish one bulletin board in the  
34 main building for use solely by the Union, to be placed in a mutually agreeable location  
35 for the posting of Union material and literature.

36  
37 SECTION 4.7 Limits on Materials Distributed or Posted.

38  
39 The Union agrees that any material or literature containing the following will not be  
40 distributed or posted:

- 41 1. Personal attacks upon any employee or official of the County;
- 42 2. Being of a nature that would discredit or be a disparagement to the image  
43 of the Lawrence County Commissioners or its employees, by being profane  
44 or obscene or derogatory to any persons or group of persons.

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

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

5  
6 SECTION 4.9 List of Employees. The Employer shall provide AFSCME Ohio Council 8  
7 with a list of all employees' names and addresses each year of the Collective Bargaining  
8 Agreement.

9  
10  
11 **ARTICLE 5 NON-DISCRIMINATION**

12  
13 SECTION 5.1 Non-Discrimination. No person or persons responsible to the Employer,  
14 or the Employer, shall discriminate for or against any employee on the basis of race,  
15 religion, color, sex, national origin, marital status, political affiliation, age, or disability.

16  
17 The Employer and the Union agree to abide by the provisions of applicable federal, state  
18 and local laws regarding these matters.

19  
20 SECTION 5.2 Union Membership. The Employer agrees that there shall be no  
21 discrimination, interference, restraint, coercion, or reprisal against any employee because  
22 of Union membership, or lawful Union activity.

23  
24  
25 **ARTICLE 6 MANAGEMENT RIGHTS**

26  
27 SECTION 6.1 Management Rights. The Union shall recognize the right and the authority  
28 of the Employer to administer the business of the Sewer District, and in addition to other  
29 functions and responsibilities which are not specifically mentioned herein, the Union shall  
30 recognize that the Employer has and will retain the full right and responsibility to direct  
31 the operation of the Sewer District, to promulgate rules and regulations, and to otherwise  
32 exercise the prerogatives of management, and more particularly, including but not limited  
33 to, the following:

- 34  
35 1) To manage and direct its employees, including the right to select, hire, promote,  
36 transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or  
37 discipline for just cause, and to maintain discipline among employees.  
38 2) To manage and determine the location, type and number of physical facilities,  
39 equipment, programs, and the work to be performed.  
40 3) To determine the Sewer District's goals, objective, programs, and services, and to  
41 utilize personnel in a manner designated to effectively and efficiently meet these  
42 purposes.  
43 4) To determine the size and composition of the work force and the Sewer District's  
44 organizational structure, including the right to relieve employees from duty due to  
45 lack of work or austerity programs.

- 1 5) To determine the hours of work and work schedules, and to establish the  
2 necessary work rules for all employees, excepting those provisions specifically set  
3 forth within this Agreement.
- 4 6) To determine when a job vacancy exists, the duties to be included in all job  
5 descriptions and the standards of quality and performance to be maintained.
- 6 7) To determine the necessity to schedule overtime and the amount required thereof.
- 7 8) To determine the Sewer District's budget and uses thereof.
- 8 9) To maintain the security of records and other pertinent information.
- 9 10) To determine and implement necessary actions in emergency situations.

10  
11 SECTION 6.2 Residual County Rights and Responsibilities. The Union recognizes that  
12 all rights and responsibilities of the Employer not specifically modified by this Agreement  
13 or ensuing agreements shall remain the function of the Employer. The above enumerated  
14 rights shall not abridge and shall be consistent with the provisions of this Agreement.

15  
16 The Employer retains and reserves all rights, power, authority, duty and responsibility  
17 confirmed or invested in it by the laws and constitution of the State of Ohio and/or the  
18 United States of America. The exercise of any such right, power, authority, duty or  
19 responsibility by the Employer and the adoption of such rules, regulations, and policies  
20 as it may deem necessary, and as they apply to employees represented by the Union,  
21 shall be limited only by the terms of this Agreement.

22  
23 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and  
24 authority of the Employer with regard to the operation of its work and business and the  
25 direction of its work force which the Employer has not specifically abridged, deleted,  
26 granted, or modified by the express and specific written provisions of this Agreement are,  
27 and shall remain, exclusively those of the Employer.

## 28 29 30 **ARTICLE 7 UNIFORMS**

31  
32 SECTION 7.1 Safety Shoe Allowance. The Employer agrees to main the current practice  
33 of providing uniforms to employees at no cost to the employee. The Employer shall pay  
34 up to three hundred dollars (\$300.00) per employee per year towards the purchase of  
35 safety shoes for line maintenance, plant maintenance and operator personnel or  
36 employees who come in contact with sewage. Employees shall receive a separate check  
37 for Shoe Allowance upon receipt being provided.

38  
39 SECTION 7.2 Weather-Related Gear. The Employer shall provide foul weather gear, as  
40 the Employer deems necessary, which will be left on site and in service trucks when not  
41 in use on the job. In addition to foul weather gear, the Employer shall provide one (1) pair  
42 cold-weather coveralls or bibs and jacket to employees that work outside. The Employer  
43 agrees to replace every five (5) years.

44  
45 SECTION 7.3 Annual Clothing Allowance. The employer agrees to a \$500.00 annual  
46 clothing allowance for all full time employees who do not have a total secretarial job

1 function. All part time employees who meet the same description shall receive \$200.00  
2 annual clothing allowance.  
3  
4

## 5 **ARTICLE 8 CONTRACTING/SUBCONTRACTING**

6

7 In the event that contracting out or subcontracting out becomes necessary, no employee  
8 shall be laid off or take a reduction in pay as a direct result thereof. The Employer agrees  
9 that during a period of layoff, wherein employees have recall rights, no regular work of  
10 bargaining unit employees will be contracted or subcontracted out.  
11  
12

## 13 **ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE**

14

15 SECTION 9.1 Grievance Defined, Representation. A grievance shall be defined as any  
16 dispute that arises between an employee and management with respect to the  
17 interpretation or application of this Contract, or the rights, obligations, or liabilities under  
18 the Contract of the parties covered herein.  
19

20 This grievance procedure specifically limits the process of review, appeal, or grievance  
21 (as defined above) and redress to the grievance procedure herein, and the bargaining  
22 unit employees waive any right to appeal or review to the State Personnel Board of  
23 Review regarding the terms of this Agreement.  
24

25 SECTION 9.2 Process and Timeliness, Waiver. All grievances must be processed at the  
26 proper step in the progression in order to be considered at any subsequent step.  
27

28 The Union may withdraw a grievance at any point by submitting in writing a statement to  
29 that effect, or by permitting the time requirements at any step to lapse without further  
30 appeal.  
31

32 Any grievance not answered by Management within the stipulated time limits shall be  
33 considered answered in the negative and may be advanced by the Union to the next step  
34 in the grievance procedure.  
35

36 All time limits on grievances may be waived or extended upon mutual written consent of  
37 both parties.  
38

39 Each grievance processed under the above procedure shall be initiated at the level where  
40 the action being aggrieved occurred, unless another initiating point for a specific  
41 grievance is set forth in this Agreement.  
42

43 SECTION 9.3 Grievant, Group Grievance, Resolution. A grievance may be brought by  
44 any employee of the bargaining unit. Where a group of bargaining unit employees desire  
45 to file a grievance involving a situation affecting each employee in the same manner, one  
46 member selected by such group may process the grievance as a group grievance,



1 provided the grievance sets forth each employee to be included in the group grievance.  
2 All employees set forth in such grievance are bound by the outcome.

3  
4 A Union steward having an individual grievance may ask any steward or Union officer to  
5 assist in adjusting the grievance.

6  
7 Bargaining unit employees have the right to present grievances and have them adjusted,  
8 without representation by the Union, as long as adjustment is not inconsistent with the  
9 terms of this Agreement, and as long as the Union is present at all grievance meetings,  
10 and is made aware of the answer or any settlement reached. No settlement agreements  
11 or grievance answers reached in cases where employees have filed grievances without  
12 Union representation shall be binding on the Union or on any other employee unless the  
13 Union is party to the agreement.

14  
15 SECTION 9.4 Informal Step. Prior to submitting a grievance to the first step of the  
16 grievance procedure, the employee shall first attempt to resolve the grievance informally  
17 through an oral discussion with his immediate supervisor, with or without Union  
18 representation, pursuant to Section C above.

19  
20 SECTION 9.5 Steps. The following steps shall be followed in processing of a grievance:

21  
22 STEP 1: Supervisor. The grievant shall have seven (7) calendar days from the  
23 occurrence of the event(s) that gave rise to the grievance, to file the grievance with the  
24 Supervisor. Upon receipt of the grievance, a meeting shall be held between the grievant,  
25 the steward, and the Supervisor. The Supervisor shall provide a written response to the  
26 grievant and the steward within seven (7) calendar days of the meeting.

27  
28 STEP 2: Director. If the answer of the Supervisor is not satisfactory or is not timely, the  
29 grievant with the Union may appeal the answer of the Supervisor to the Director within  
30 seven (7) calendar days of the date the answer was received or should have been  
31 received.

32  
33 The grievance shall be considered at the meeting of the joint grievance committee (which  
34 shall consist of the Local President, and one (1) employee designee of the Union), and  
35 the Director and/or his designated representatives. The meeting shall be scheduled by  
36 the Employer not less than seven (7) calendar days or more than fourteen (14) calendar  
37 days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2  
38 meeting, the Director or his designee shall give a written answer to the Local President  
39 and the employee within seven (7) calendar days of the meeting.

40  
41 STEP 3: Commissioners. If the grievance is not satisfactorily settled at Step 2, the Union  
42 may appeal the grievance to the County Commissioners within seven (7) calendar days  
43 after receiving the Step 2 answer through the Administration. The County Commissioners  
44 or their designee shall meet with the grievance committee and the staff representative of  
45 Ohio Council 8, AFSCME, as soon as possible, but not later than fourteen (14) calendar  
46 days from the time the grievance is appealed to Step 3 of the grievance procedure, and

1 shall respond in writing within fourteen (14) calendar days after the meeting if the  
2 grievance is not settled at said meeting.

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

9  
10 STEP 5: Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union, may,  
11 within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance  
12 to arbitration. Upon notification to the Director of its intent to arbitrate the grievance, the  
13 Union shall submit a request to the Federal Mediation and Conciliation Service for a list  
14 of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall  
15 meet upon receipt of the list to select an arbitrator. The parties shall use the alternate  
16 strike method of selection, with the first strike decided by a coin toss. Either party shall  
17 have the right to reject up to one (1) list of arbitrators before selecting an arbitrator.

18  
19 The arbitrator shall limit his decision strictly to the interpretation, application, or  
20 enforcement of the specific Articles and Sections of this Agreement as they apply to the  
21 specific evidence and issues submitted and he shall be without power or authority to make  
22 any decision:

- 23  
24 1) Contrary to or inconsistent with or modifying, amending, adding to,  
25 subtracting from, or varying in any way the terms of this Agreement or  
26 applicable law.  
27 2) Concerning the establishment of wage rates not negotiated as part of this  
28 Agreement, except as otherwise provided in this Agreement and/or the  
29 establishment of new classification wage rates.  
30 3) Granting any right or relief on any alleged grievance occurring at any time  
31 other than during the contract period or any extension thereof.

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

35  
36 The expense of any non-employee witness shall be borne, if at all, by the party calling  
37 them. The fees of the court reporter shall be paid by the party asking for one; such fees  
38 shall be split equally if both parties desire a reporter, or request a copy of any transcript.

39  
40 The cost of the services of the arbitrator shall be split 50-50 by the parties.

41  
42 The arbitrator shall be requested to render his decision as quickly as reasonably possible,  
43 but in any event, no later than thirty (30) calendar days after the conclusion of the hearing  
44 unless the parties agree otherwise.

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

8  
9 SECTION 9.7 Settlements and Withdrawal of Grievances. All grievance settlements  
10 reached by the Employer and the Union shall be final, conclusive, and binding on the  
11 Employer, the Union and the employee(s). Provided that a grievance may be withdrawn  
12 by the Union at any time during any step of the grievance and arbitration procedure and  
13 the withdrawal of any grievance shall not be prejudicial to the positions taken by the  
14 parties as they relate to that grievance or any other grievances.

15  
16  
17 **ARTICLE 10 PROBATIONARY PERIODS**

18  
19 SECTION 10.1 New Hire Probationary Period. All newly hired employees shall serve a  
20 probationary period of 180 calendar days in length.

21  
22 Any time during of the probationary period and before the end of the probationary period,  
23 the Agency may terminate employment without appeal or grievance.

24  
25 SECTION 10.2 Promotional Probationary Periods. All newly promoted employees will  
26 serve a probationary period of 120 calendar days.

27  
28 Employees who do not successfully complete probation may be returned to their former  
29 position during the probationary period.

30  
31 SECTION 10.3 Training in Probationary Periods. A formal probationary performance  
32 evaluation may be conducted prior to the midpoint and prior to the end of the probationary  
33 period of both newly hired and newly promoted personnel.

34  
35 An evaluation of a newly promoted employee may be grieved by the employee. However,  
36 such grievance shall only be processed to Step 2 of the grievance procedure.

37  
38  
39 **ARTICLE 11 SENIORITY**

40  
41 SECTION 11.1 Bargaining Unit Seniority . For the purpose of this Agreement, the term  
42 "seniority" means the length of continuous service within the bargaining unit.

43  
44 SECTION 11.2 Date of Hire. Seniority shall be computed from the date of hire on the  
45 basis of uninterrupted length of service with Union-Rome Subsewer District.

1 SECTION 11.3 Seniority Lists. Seniority lists shall be prepared at the request of the  
2 Union, but said request shall not occur more than twice per year. The list shall indicate  
3 the date of last hire in the bargaining unit.  
4

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

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

11  
12 SECTION 11.5 Ties. Ties in Seniority shall be broken by placing the names of employees  
13 in question in a container and having the employees and Union President present during  
14 drawing. When more than two (2) employees are in question, the order that the names  
15 are drawn will determine the order of seniority.  
16  
17

## 18 **ARTICLE 12 JOB POSTING/BIDDING AND TRANSFER PROCEDURE**

19  
20 SECTION 12.1 VACANCY. A vacancy is defined as an opening in a particular  
21 classification where the Employer has created a new classification or has increased the  
22 number of jobs in an existing classification, or increased the number of systems, or where  
23 an opening occurs in a classification as the result of a promotion, transfer, quit, discharge  
24 or other termination of employment.  
25

26 SECTION 12.2 Process to Fill Vacancy. Whenever the Employer determines to fill a  
27 vacancy, the Employer shall post at all work locations and deliver to the Union President,  
28 a notice of vacancy which shall include the classification, location of the job, shift, hours  
29 of work, wage rate and a brief description of duties and qualifications.  
30

31 In the interest of promoting from within, the Employer will consider the qualified senior  
32 employee in the selection process.  
33

34 SECTION 12.3 Promotional Opportunities and Return to Former Classification. The  
35 Employer will make reasonable effort to promote qualified senior employees. An  
36 employee who is awarded a promotional vacancy will be given a 120 calendar day  
37 promotional probationary period and adequate supervision and training to enable the  
38 employee to qualify for the position on a permanent basis. If the employee fails to  
39 satisfactorily perform the duties of the position, he shall be returned to his former position  
40 and pay rate any time prior to the one hundred twenty-one (120<sup>th</sup>) calendar day in the  
41 position; and the vacant position will then be reposted for bid.  
42

43 If an employee transfers to a lower or equally rated classification they shall be paid the  
44 appropriate wage rate of the classification they transfer into.  
45  
46

1 **ARTICLE 13 TEMPORARY ASSIGNMENTS**

- 2
- 3 A) The Employer shall have the right to temporarily assign employees to other  
4 buildings, work locations and classification positions.
- 5
- 6 B) Such temporary assignment shall not exceed ninety (90) calendar days, except for  
7 an employee filling in for an employee on light duty, but not to exceed one hundred  
8 twenty (120) calendar days.
- 9
- 10 C) Employees assigned shall be permitted preference by exercising their  
11 classification seniority for the temporary position. If no classification senior  
12 employee(s) desire(s) the temporary transfer, the least classification senior  
13 employee shall be temporarily assigned.
- 14
- 15 D) Employees who are assigned to a higher-rated classification shall receive the  
16 wage rate of the higher rated position. Employees who are assigned to a lower-  
17 rated classification shall retain the rate of pay of their regular classification.
- 18
- 19 E) Any bargaining unit employee assigned to temporarily fill a management position  
20 shall be paid at that management employee's wage rate for the length of the  
21 assignment.
- 22

23

24 **ARTICLE 14 BARGAINING UNIT WORK**

25

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

28

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

32

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

35

36 SECTION 14.2 Bargaining Unit Duties, Emergencies

- 37 A) Bargaining Unit work is the routine duties and related work performed by the  
38 employees of the Bargaining Unit.
- 39 B) Emergency shall be defined as a situation or occurrence of a serious nature,  
40 developing suddenly and unexpectedly and needing immediate attention.
- 41

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

46

1 SECTION 14.4. Supervisory Work. Supervisor shall not be assigned to perform work  
2 normally assigned to bargaining unit classifications. However, it is understood that the  
3 Assistant Administrator does work along with the men.  
4

5 SECTION 14.5 Exceptions for Supervisors. Supervisor shall not perform overtime work  
6 which is normally performed by the employees in the bargaining unit with the following  
7 exceptions:  
8

9 A) In cases of emergency when bargaining unit employees are absent.

10 B) In cases where the supervisor is required to investigate a complaint and it  
11 is determined not necessary to call out a crew due to the work involved is  
12 less than thirty minutes in duration.  
13

14 C) if an adequate number of bargaining unit employees cannot otherwise be  
15 obtained or have refused the work in the classification.  
16  
17  
18  
19

## 20 **ARTICLE 15 WORK RULES, WORKER'S COMPENSATION**

21  
22 SECTION 15.1 Work Rules. Work rules are those policies, procedures, and directives  
23 which regulate the behavior of employees in the performance of the Employer services  
24 and programs. It does not refer to those tasks required to complete specific duties  
25 outlined under job descriptions.  
26

27 It is agreed and understood that the Employer shall have the right to revise and/or initiate  
28 work rules with respect to the conduct of its employees.  
29

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

31  
32 1) The work rule modifies, alters, or conflicts with the provisions of this  
33 Agreement.

34 2) The work rule is discriminatory, arbitrary, or capricious.

35 3) Lack of uniform application of the work rule to all bargaining unit members.  
36

37 SECTION 15.2 Distribution of Work Rules. The Employer agrees to maintain posted  
38 work rules in a common area available to all Employees. The Employer agrees that new  
39 work rules formulated after the effective date of the Agreement shall be reduced to writing  
40 and made available to the Union and all bargaining unit employees seven (7) work days  
41 before implementation, unless the Administrator or his designee determines that  
42 immediate implementation is needed to maintain the operational functions and/or stability  
43 of the District. Any new work rules shall be added to the currently posted work rules. The  
44 posted work rules shall remain in effect until such time as the Employer modifies them.  
45

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

7  
8 The Union recognizes that temporary placement may occur in a position outside those  
9 contained in the bargaining unit, and/or may require employees outside the bargaining  
10 unit to have temporary placement in a position currently covered by the bargaining unit.  
11 In such cases, employees shall be covered by the Collective Bargaining Agreement  
12 covering their regular position.

13  
14 The parties agree that any conflict between this section and any other section of the within  
15 Agreement shall be resolved in favor of this section. Union-Rome Sewer District  
16 Employees shall be placed at the Union-Rome District, if possible. Should any person  
17 placed within Union-Rome Sewer District as a result of this section becomes injured, the  
18 County shall internally allocate such additional worker's compensation claim arising  
19 therefrom to a unit or fund other than Union-Rome Sewer District. It is further agreed that  
20 injured Union-Rome Sewer District Employees shall not be displaced by outside  
21 employees pursuant to this section.

22  
23  
24 **ARTICLE 16 HOURS OF WORK, PAYDAY & MEAL PERIOD /**  
25 **OVERTIME**

26  
27 SECTION 16.1 Hours. This Article defines the regular hours of work and shall not be  
28 construed as a guarantee of hours of work per day or per week.

29  
30 SECTION 16.2 Overtime. It is understood that bargaining unit members must work  
31 overtime and non-regular hours per this and other sections of this Agreement.

32  
33 SECTION 16.3. Pay Periods. All bargaining unit members employed by the Union-Rome  
34 Subsewer District shall be paid bi-weekly pay every other Friday.

35  
36 SECTION 16.4 Lunch Period. All employees shall be granted an uninterrupted paid  
37 lunch period of one (1) hour which may be scheduled at the discretion of the Employer.

38  
39 SECTION 16.5 Office Hours. Office hours are established as 8:00 a.m. to 4:00 p.m.,  
40 Monday through Friday, and shall only be changed for the safe and efficient operation of  
41 the department. The Employer agrees to meet with the Union fourteen (14) days before  
42 the proposed change, unless an unusual scheduling situation arises, or an emergency  
43 exists, to discuss the necessity and the impact on the bargaining unit. All employees shall  
44 receive double time for all hours worked when called in by a supervisor on their off week.

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

3  
4 SECTION 16.7 Overtime. Bargaining unit employee shall be paid time and one-half for  
5 all hours worked in excess of forty (40) hours per week.

6  
7 SECTION 16.8 Distribution of Overtime. The Employer shall attempt an equitable  
8 distribution of overtime among employees within a classification and by job duties.  
9 Employees who are offered overtime, and for any reason refuse or fail to work the  
10 overtime shall be credited as if they had worked the overtime for the purpose of overtime  
11 distribution.

12  
13 SECTION 16.9 Hours for Calculating Overtime. For the purpose of calculating overtime,  
14 any time spent in paid status, such as sick leave, holiday, vacation, etc., shall be counted  
15 as hours worked during the work week.

16  
17 SECTION 16.10 Mandatory Overtime. There will be mandatory overtime only where  
18 necessary to fulfill operational requirements due to extraordinary circumstances,  
19 determined by the reasonable discretion of the Employer.

20  
21 SECTION 16.11 On-Call Pay. Employees who are placed on-call shall receive \$75.00  
22 for each week on on-call status. On-call status shall be from Friday 4:00 p.m. to the  
23 following Friday 4:00 p.m. Employees who are recalled to work shall receive a minimum  
24 of two (2) hours at the employees' regular rate of pay regardless of the number of hours  
25 worked for each call-out. (Same applies to back-up man.) The Employer agrees to make  
26 available to the back-up man one of the Employer's vehicles that shall be in safe working  
27 condition.

28  
29 SECTION 16.12 Call-Outs Guidelines. The following guidelines shall apply to call-outs:  
30 Check list for call-outs: When to report out

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

33 Red light - on report out.

34 Backing up in Premises - report out.

35 Rain events - report out.

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

37 Septic system - don't report out.

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

40 Slow running drain - don't report out.

41 Drywall - don't report out.

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

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



1 SECTION 16.12 Holiday Premium Pay. Should an employee be required to work  
2 Thanksgiving, New Year's or Christmas, as listed in this Agreement, same shall receive  
3 double (2) times their hourly rate in addition to their holiday pay for all hours worked on  
4 said holiday. All other holidays worked shall be paid at one and one-half (1 ½) times in  
5 addition to their holiday pay.  
6

## 7 **ARTICLE 17 COMMERCIAL DRIVER'S LICENSE**

8  
9 SECTION 17.1 CDL Requirements. Employees whose positions require a valid State of  
10 Ohio Commercial Driver's License are required to possess and maintain such license with  
11 proper and necessary endorsements.  
12

13 SECTION 17.2 Training for CDL. The Employer will endeavor to make available  
14 voluntary training to assist those individuals whose positions require such license. Such  
15 training will be designed to provide them with information to assist them in preparing for  
16 the necessary test(s).  
17

18 SECTION 17.3 Department Vehicles. The Employer will endeavor to arrange such  
19 training at a work site during regular working hours. The Employer will permit an  
20 employee to use an Employer vehicle to take CDL test, if available. The employee shall  
21 be permitted to take the CDL test during normal work hours at no loss of pay.  
22

23 SECTION 17.4 Cost of Initial CDL Test. The Employer will pay the cost of the initial CDL  
24 for all current employees whose positions require said CDL and the cost of the CDL  
25 renewals.  
26

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

31 Federal guidelines in regard to CDL's shall be observed. An employee who is suspended  
32 his CDL shall be provided with rehabilitation at the Employer's expense one time only for  
33 employees whose disciplinary problem is based on drug or alcohol abuse. An employee  
34 in this circumstance may still be terminated for just cause for other reasons. If the  
35 employee refuses rehabilitation he/she shall be subject to dismissal. Suspension of CDL  
36 for a second time may subject the employee to termination of employment.  
37

38 The Employer may bring in a temporary full-time employee who possesses a valid CDL  
39 to fill the vacancy created by the employee on unpaid leave.  
40

41 Should the temporary full-time position result in a permanent full-time position, the  
42 employee holding the temporary position shall be reclassified to "permanent full-time".  
43 The probationary period shall be waived if applicable (if time served is 120 calendar days  
44 or more). Seniority in the classification shall be retroactive to date of hire.  
45

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

7  
8 If Union Rome Sewer pays the employee to attend truck driving school and they obtain a  
9 CDL License, they shall commit to working for Union Rome Sewer for two years, if the  
10 employee quits within the two years he/she shall reimburse Union Rome Sewer the cost  
11 of the training.

12  
13 Section 17.7. CDL License. Any employee who has previously completed CDL training  
14 during the life of this Contract, per the requirements identified above, and has successfully  
15 obtained his/her CDL shall be reimbursed the cost of the training by the employer. New  
16 employees will have six (6) months to obtain a CDL-A license as a condition to  
17 employment.

18  
19 SECTION 17.8 Continuing Education. The Employer will provide payment for courses  
20 for employees' required Continuing Education related to their employment. Expenses  
21 related to travel for attendance of continuing education courses will be reimbursed by the  
22 Administrator upon submission of receipts. The Administrator retains the right to refuse  
23 to reimburse any excessive or unnecessary expenses submitted.

24  
25 SECTION 17.9 Limit on Release for Classes. No more than one (1) employee shall be  
26 released for classes during normal working hours from the Clerical employees, no more  
27 than one (1) employee from the Line Maintenance employees, no more than one (1) Plant  
28 Operator and no more than one (1) Lab Technician. No more than two (2) employees at  
29 any one time shall be released for training and/or classes during normal working hours.

30  
31 SECTION 17.10 Failure to Obtain License. If the employee fails to obtain a license or  
32 certification for which he/she has received course payment or fails to attend Continuing  
33 Education for which payment was made, the employee shall repay the Employer the costs  
34 associated with the course through payroll deduction in an amount agreeable to the  
35 Employer and the Employee. In no event shall the repayment period exceed one (1) year.

36  
37 SECTION 17.11 Reimbursement. If the employee should sever employment with the  
38 Employer, the Employer shall be permitted to withhold any and all monies owed for course  
39 repayment from the employee's final paycheck and/or any severance pay to which the  
40 employee would otherwise be entitled.

41  
42  
43 **ARTICLE 18 LAYOFF AND RECALL**

44  
45 SECTION 18.1 . Notice of Layoff. The Employer will notify the Union and all affected  
46 bargaining unit employees as far in advance as possible, but no less than seven (7)

1 calendar days, in advance of its intent to reduce the work force. This notice shall be in  
2 writing. The Employer will at the time of the notice provide the Union with a current,  
3 updated seniority list.

4  
5 SECTION 18.2 Reduction in Workforce. Whenever a reduction in the work force occurs,  
6 the following sequential order of reduction will be implemented:

- 7  
8 1) All of the Employer's casual, intermittent, temporary, new hire probationary  
9 and part-time employees performing bargaining unit work shall, in that  
10 order, be terminated or laid off as the case may be.  
11  
12 2) Thereafter, any additional necessary reduction in the work force shall be  
13 made in the inverse order of classification seniority of the remaining  
14 employees in the classification of layoff.  
15

16 SECTION 18.3 Recall. Employees laid off shall be recalled by the most senior employee  
17 first until all employees laid off are recalled by their seniority. Employee(s) in laid off  
18 status shall be retained on a recall list for a period of twenty-four (24) months.  
19

20 SECTION 18.4 Current Address. It is the employee's responsibility to provide the  
21 Employer a current address for notice of recall. The Employer will send notice of recall  
22 by certified mail to the last known address. Employee must respond in writing of their  
23 intent to be recalled within five (5) days of receipt of such notice. If so requested, the  
24 Employer may grant an additional five (5) days before the requesting employee must  
25 return to work.  
26

## 27 **ARTICLE 19 CORRECTIVE ACTION**

28  
29 SECTION 19.1 Reasons for Discipline. Corrective action shall be for just cause. The  
30 following are examples of areas upon which just cause may arise out of; through not being  
31 all inclusive; incompetency, inefficiency, dishonesty, insubordination, discourteous  
32 treatment of the public, neglect of duty, and violations of established work rules.  
33

34 SECTION 19.2 Corrective Action. Corrective action may include: verbal warnings,  
35 written reprimands, suspensions with or without pay, reduction in pay or position, and  
36 discharge from employment.  
37

38 The severity of the disciplinary act will be proportional to the seriousness of the offense  
39 and the employee's past disciplinary record.  
40

41 SECTION 19.3 Verbal Reprimands. Verbal reprimands which are noted in the  
42 employee's file are subject to appeal under the grievance procedure to Step 2 only.  
43

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

1  
2 Grievance answers on verbal reprimand grievances shall not be considered as  
3 establishing precedence on any of the issues raised in the grievance or as determinative  
4 on any contract violations cited as a part of the grievance.

5  
6 SECTION 19.4 Appeal of Discipline. Corrective action beyond verbal reprimands are  
7 subject to appeal through the grievance procedure, including final and binding arbitration.

8  
9 SECTION 19.5 Predisciplinary Conference. An employee shall have the right to a  
10 disciplinary hearing before the Administrator (or designee) for any disciplinary action  
11 resulting in suspension, reduction in pay or position, or discharge from employment.

12  
13 The Employer shall provide written notice of the hearing seventy-two (72) hours in  
14 advance. The notice shall cite the charges against him/her.

15  
16 The employee shall have the right to representation which may include at the employee's  
17 option a steward or non-employee Staff Representative.

18  
19 Bargaining Unit employees have the right to present evidence and have disciplinary  
20 actions adjusted without the intervention of the bargaining representatives of the Union,  
21 as long as adjustment is not inconsistent with the terms of this Agreement.

22  
23 The Union steward will be allowed to be present at any disciplinary hearing.

24  
25 The Administrator (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 pending action by the  
30 Administrator (or designee).

31  
32 SECTION 19.7 Record Retention. All records of corrective action shall be removed from  
33 the employee's file as set forth below in the event there are no intervening corrective  
34 actions, and shall not be considered thereafter.

- 35  
36 Verbal Reprimand - 6 months  
37 Written Reprimand - 12 months  
38 Suspension - 24 months  
39  
40  
41

## 42 **ARTICLE 20 SAFETY**

43  
44 SECTION 20.1 Safety Responsibilities. It is the responsibility of the Employer to provide  
45 safe working conditions, tools, equipment, and working methods for their employees.  
46

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

3  
4 The Union acknowledges the role of the bargaining unit members in maintaining and  
5 improving the safety for all employees through mature and responsible operation of  
6 equipment and supplies.

7  
8 SECTION 20.2 Vaccinations. The Employer agrees to make available through the  
9 County health department, immunizations of Hepatitis B, Tuberculosis, Flu and Tetanus  
10 at no cost to the employee.

11  
12 Employees refusing to immunizations will be required to sign a release of responsibility  
13 wavier for each immunization or skin test. The waiver form shall be approved by the  
14 Union. It is understood that employees have the option of individual choice of the full  
15 immunization, that will require no waiver signature.

16  
17 If an employee experiences an allergic reaction to any vaccine he/she will not be required  
18 to submit to that vaccine or test again, nor be required to sign a waiver.

19  
20 The Employer agrees to provide follow-up tests on Hepatitis B to ensure effectiveness  
21 and, if the vaccine was ineffective, shall provide re-immunization at no cost to the  
22 employee.

23  
24 SECTION 20.4 Confined Space Training. The employer shall provide training on confined  
25 space entry as well as any and all known hazards engineering for confined space entries  
26 each year of the Collective Bargaining Agreement.

27  
28 SECTION 20.5 Ditch Safety Training. The Employer shall provide training and  
29 regulations on Ditch Departments and Shoring and all known hazards to ensure safety  
30 each year of the Collective Bargaining Agreement.

31  
32 SECTION 20.6 Ladders. The Employer shall put one (1) eight (8) foot ladder on each  
33 truck.

34  
35  
36 **ARTICLE 21 PAID LEAVES**

37  
38 SECTION 21.1 Personal Leave. Forty (40) hours per year with pay may be taken off  
39 work for personal reasons unrelated to sick leave. This leave is not cumulative. No more  
40 than one person from each department will be permitted to use said leave at the same  
41 time. Said leave to be used in one-hour increments. Personal leave must be requested  
42 in advance and is subject to approval by the supervisor.

43  
44 SECTION 21.2 Funeral Leave.

45 1) An employee shall be granted a three (3) day leave of absence with pay, in the  
46 event of the death of a member of his immediate family. If additional time is

1 needed, the Employer may grant additional time off without pay, or the employee  
2 may use any time he has accumulated.

3 2) In the event of the death of a relative other than a member of his immediate family,  
4 an employee shall be granted a leave of absence with pay, to be charged against  
5 his accumulated sick leave, for one (1) day to attend the funeral if within 200 miles  
6 of the Village of Chesapeake or two (2) days when the funeral is outside of 200  
7 miles of the Village of Chesapeake.

8 3) Immediate family shall be as defined in the sick leave article.  
9

10 SECTION 21.3 Military Leave. The Employer and Union will follow all State and Federal  
11 Laws regarding Military Leave.  
12

13 SECTION 21.4 Jury Duty. Employees shall be paid their regular rate of pay for time  
14 spent in jury duty or as a witness subpoenaed to testify in an action, provided that all  
15 compensation received for jury service or witness fees shall be paid by the employee to  
16 the Employer.  
17

18 SECTION 21.5 EDUCATION LEAVE. Employees selected by the Employer to attend  
19 work-related classes or scheduling shall not lose time or pay for attending such classes.  
20 The Employer shall attempt to equalize said training within reason to all employees, and  
21 shall not be arbitrary nor capacious in same.  
22  
23

## 24 **ARTICLE 22 LEAVES OF ABSENCE**

25

26 SECTION 22.1 Unpaid Leaves of Absence, Employees shall make written application  
27 for leave of absence two (2) weeks in advance to the Employer or his designee.  
28

29 All approved leaves will indicate a specific date on which the employee is expected to  
30 return to work.  
31

32 Employees on approved leave are guaranteed the same rate of pay including any granted  
33 increases upon their return. However, employees do not earn sick leave or vacation time  
34 while on unpaid status.  
35

36 SECTION 22.2 Duration of Unpaid Leave of Absence. Personal leave without pay may  
37 be granted for up to six (6) months at the reasonable discretion of the Employer or his  
38 designee.  
39

40 Section 22. Maternity Leave. Maternity leave will be subject to the provisions of the  
41 County FMLA policy. .  
42

43 Section 22. Disability Leave Without Pay. Disability leave without pay will be granted  
44 upon exhaustion of an employee's sick leave, if the employee is:  
45

46 1) hospitalized or institutionalized;

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

3  
4     Disability leave without pay may be granted for a maximum of one (1) year. An employee  
5     must give the Employer prior notice of their ability to return to work. An employee must  
6     also furnish a physician’s statement that he/she is capable of performing the duties of  
7     his/her position. The employee is solely responsible for the expense of this statement.

8  
9     Section 22. Disability Separation.     Notwithstanding the provisions of this or other  
10    Articles, if an employee, after a medical or psychiatric examination, is found to be unable  
11    to perform the material and substantial duties or essential functions of his position, then  
12    the Employer may disability separate the employee. If an employee applies for disability  
13    retirement benefits, the Employer will support that application. However, this provision  
14    may not be considered an admission or agreement for workers’ compensation benefits.

15  
16    SECTION 22.3 Termination. Employment shall be considered terminated if an employee  
17    fails to return on the date indicated, and an extension has not been requested and  
18    approved. Any extension of an approved leave shall be applied for at least fourteen (14)  
19    days before the exhaustion of the prior leave and shall be at the discretion of the Employer  
20    of his designee.

21  
22    SECTION 22.4 Union Conventions. Duly elected Union delegates or alternates to the  
23    annual conventions of the Union council and the Biennial Conventions of the AFSCME,  
24    AFL-CIO, may at the reasonable discretion of the Employer, be granted time off without  
25    pay for the purpose of participating in such conventions, not to exceed five (5) days per  
26    delegate for each such convention.

27  
28    The number of delegates may be restricted at the reasonable discretion of the Director or  
29    his designee.

30  
31  
32    **ARTICLE 23 SICK LEAVE**

33  
34    SECTION 23.1 SICK LEAVE ACCRUAL. Beginning with the pay period which includes  
35    November 1, 1992, all employees shall accrue sick leave at the rate of 4.6 hours for each  
36    eighty (80) hours in active pay status.

37  
38    Sick leave may be utilized by employees who are unable to work because of illness, injury,  
39    or pregnancy related conditions of the employee or a member of his/her immediate family  
40    as defined herein, or because of medical appointments or other ongoing treatment of the  
41    employee or immediate family.

42  
43    Unused sick leave may be accumulated without limit. When sick leave is used, it shall be  
44    deducted on the basis of one (1) hour increments for the first hour of sick leave used, and  
45    one-half (½) hour increments consecutively thereafter. Sick leave will be paid at the  
46    employee’s regular, full rate of pay.

1  
2 The Employer will make every effort to supply each employee, on a monthly basis, a  
3 statement of earned leave balances. If there is a discrepancy or if clarification is  
4 necessary, the employee should make his/her respective supervisor aware of any such  
5 discrepancy as soon as possible after receipt of the statement.

6  
7 **SECTION 23.2 CARRY-OVER AND CONVERSION.** In the pay period including  
8 November 1st, employees will be offered the opportunity to convert to cash any part of  
9 his/her accrued sick leave for the prior year at the rate of fifty percent (50%). (Example:  
10 10 days of unused sick leave is convertible to 5 days {50% of the 10} are waived.) This  
11 opportunity to convert will be available beginning November 1, and continue annually.  
12 Any employee not exercising a claim on or before November 15th will automatically have  
13 the hours carried forward. All accumulated sick leave that has been earned in previous  
14 years will be carried forward and is not convertible to cash, but may be utilized as outlined  
15 in this policy. Employees choosing to convert any of their time to cash should provide  
16 their supervisor with at least two (2) weeks' notice in order for processing.

17  
18 **SECTION 23.4 RETIREMENT AND/OR DEATH OF EMPLOYEE.** Upon separation of  
19 employment, accumulated sick leave shall be paid at the rate of sixty percent (60%). An  
20 employee must have ten (10) years' service with the Employer.

21  
22 In the event of the death of the employee, all accumulated sick leave shall be paid to the  
23 surviving spouse or to the estate of the employee, if there is no surviving spouse.

24  
25 **Section 23. 5 DEFINITIONS:**

- 26  
27 A) **ACTIVE PAY STATUS** - conditions under which an employee is eligible to receive  
28 pay, which includes, but is not limited to, vacation leave, sick leave, and personal  
29 days.  
30 B) **IMMEDIATE FAMILY** - includes grandparents, grandparents-in-law, siblings,  
31 siblings-in-law, children-in-law, parents, parents-in-law, spouse, children, step-  
32 children, grandchildren, or legal guardian, or any relative living within the  
33 immediate household.  
34 C) **NON-PAY STATUS** - the condition under which an employee is ineligible to receive  
35 pay, which includes, but is not limited to, leave without pay, leave of absence, and  
36 disability leave.

37  
38 **ARTICLE 24 HOLIDAYS**

39  
40 **SECTION 24.1 Holidays.** All full-time employees will be paid for the following holidays:

- 41  
42 1. New Year's Day  
43 2. Martin Luther King Day  
44 3. Presidents' Day  
45 4. Memorial Day  
46 5. Independence Day  
8. General Election Day  
9. Veterans' Day  
10. Thanksgiving Day  
11. Day after Thanksgiving  
12. Christmas Eve Day



- 6. Labor Day
- 7. Columbus Day
- 13. Christmas Day
- 14. Employee's Birthday
- 15. Juneteenth

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.

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

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

16 Upon any separation of employment, employees shall be entitled to compensation at his  
17 current rate of pay for all accrued and unused vacation leave to his credit at the time of  
18 separation.  
19  
20

## 21 **ARTICLE 26 HEALTH INSURANCE**

22  
23 SECTION 26.1 Health Insurance and Employee Contributions. The County shall make  
24 available to bargaining unit members and their eligible dependents health hospitalization  
25 coverage and benefits as exist in the insurance plan as adopted and approved by the  
26 County. The County reserves the right to change or provide alternate insurance carriers,  
27 or to self-insure as it deems appropriate for any form or portion of insurance coverage  
28 referred to in this Article. The contribution rates for employees and the County will be  
29 based upon the plan and rates adopted by the County for all employees covered by the  
30 County plan except the employee contribution shall not exceed 15% (fifteen percent) of  
31 the premium costs.  
32

33 SECTION 26.2 Cost Containment. The County reserves the right to institute the same  
34 cost containment measures as implemented on all other County employees within the  
35 County plan relative to insurance coverage.  
36

37 SECTION 26.3 The failure of any insurance carrier(s) or plan administrator(s) to provide  
38 any benefit for which it has contracted or is obligated shall result in no liability to the  
39 County, nor shall such failure be considered a breach by the County of any obligation  
40 undertaken under this or any other Agreement. However, nothing in this Agreement shall  
41 be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability  
42 it may have to the County, bargaining unit member or beneficiary of any bargaining unit  
43 member.  
44

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

6  
7 SECTION 26.5 When an employee is on an approved maternity leave or an approved  
8 disability leave, and has reached a non-paid status, the Employer shall continue the  
9 coverage of the group health insurance as called for in this Article for the first three (3)  
10 months on non-paid status.

11  
12 At the end of this three (3) month period, the employee shall have insurance conversion  
13 rights, at the employee's expense, if so desired.

14  
15 The Employer shall only be required to provide the three (3) month coverage referred to  
16 above for any one employee for a total of three (3) months within any twelve (12) month  
17 period. This twelve (12) month period shall begin on the first day of the first leave in which  
18 the Employer provides the above mentioned coverage.

19  
20 SECTION 26.6 The Employer agrees to provide life insurance as is provided through,  
21 and in conjunction with, the County Group Health Plan.

22  
23 SECTION 26.7 The County Plan shall include a Prescription Drug Plan. If there is no  
24 vision coverage in the County Plan, the Employer will add the Vision II coverage under  
25 the AFSCME Care Plan.

26  
27 SECTION 26.8 The Employer agrees to pay seventy-six dollars and fifty cents (\$76.50)  
28 per month per bargaining unit employee toward the cost of the coverage provided by the  
29 AFSCME Care Plan. Said coverage is for Dental III, Prescription Drug Reimbursement,  
30 Hearing and Legal. This cost to the Employer shall remain constant for the term of the  
31 contract.

## 32 33 34 **ARTICLE 27 WAGES**

35  
36 SECTION 27.1 Wage Schedules. The schedule considers the qualifications for the  
37 upgraded positions, for the expanded territory now covered, and provides for training and  
38 skill requirements as established by the Sewer District Administrator.

39  
40 The wage rates shall be reflected in Appendix A.

41  
42 **Effective January 1, 2022, there shall be an across-the-board increase of 3% (three  
43 percent) for all employees.**

44  
45 **Effective January 1, 2023, there shall be an across-the-board increase of 3% (three  
46 percent) for all employees.**

1  
2 **Effective January 1, 2024, there shall be an across-the-board increase of 3% (three**  
3 **percent) for all employees.**

4  
5 **All employees shall receive a \$500.00 (five hundred) one time lump sum payment**  
6 **upon ratification by both sides.**

7  
8  
9 **ARTICLE 28 NO STRIKE - NO LOCKOUT**

10  
11 SECTION 28.1 Peaceful Operations. The Lawrence County Commissioners and the  
12 Union agree that the orderly and peaceful operations of the County can only be achieved  
13 by uninterrupted operations of each County Department.

14  
15 SECTION 28.2 Grievance Procedure. Management and the Union agree that each party  
16 is responsible for maintaining the uninterrupted operation of each County Department  
17 and its services to the citizens of Lawrence County. Whenever a dispute over the terms  
18 of this Agreement occurs, both parties agree to use the grievance procedure as contained  
19 in this Agreement to resolve these disputes.

20  
21 SECTION 28.3 No Strike. In recognition of the provisions included in this Agreement for  
22 a grievance procedure to be used for resolution of disputes, the Union agrees that neither  
23 the Union, its officers, or agents, nor any of the bargaining unit members covered by this  
24 Agreement will engage in, encourage, sanction, support or suggest any strikes,  
25 slowdowns, mass absenteeism, mass use of sick leave, the willful absence from  
26 positions, the stoppage of work or the abstinence in whole or in part of the full, faithful  
27 and proper performance of the duties of employment. Any violation of any provision of  
28 this Article may be cause for disciplinary action including discharge.

29  
30 SECTION 28.4 No Lockout. No lockout shall be instituted by the Employer during the  
31 life of this Agreement provided Section 28.3 of this Article is not violated by bargaining  
32 unit members or the Union.

33  
34 SECTION 28.5 Notice to Employees by Union. Management through its supervisors and  
35 the Union through its representatives agree to make every effort to end any dispute that  
36 would involve the cessation or interruption of work within County Departments. To this  
37 end the Union shall notify all bargaining unit members to cease such activity immediately.

38  
39  
40 **ARTICLE 29 PEOPLE**

41  
42 PEOPLE Checkoff

43  
44 The Employer will deduct voluntary contributions to the American Federation of State,  
45 County and Municipal Employee International Union's Public Employees Organized to  
46 Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon

1 receipt from the Union of an individual written authorization card voluntarily executed by  
2 the employee.

3  
4 The contribution amount will be certified to the Employer by the Union. Monies deducted  
5 shall be remitted to the Union within five (5) to fifteen (15) days of the date they are  
6 deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to  
7 AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be  
8 accompanied by an alphabetical list of the names of those employees for whom a  
9 deduction was made and the amount of the deduction. This list must be separate from  
10 the list of employees who had union dues deducted

11  
12 An employee shall have the right to revoke such authorization by giving written notice to  
13 the Employer and the Union at any time.

14  
15 The Employer's obligation to make deductions shall terminate automatically upon receipt  
16 of revocation of authorization or upon termination of employment or transfer to a job  
17 classification outside the bargaining unit.

18  
19 All PEOPLE contributions shall be made as a deduction separate from the dues  
20 deductions.

21  
22 The Union shall hold the Employer harmless from liability arising out of any action taken  
23 by it or omitted by it in compliance with or in an attempt to comply with the provisions of  
24 this section. Such dues and assessments shall be transmitted by the Employer to the  
25 Controller of Ohio Council 8 within the first calendar week after such deductions are made.

## 26 27 28 **ARTICLE 30 DURATION OF AGREEMENT**

29  
30 SECTION 30.1 This Agreement shall be effective January 1, 2022, and shall remain in  
31 full force and effect until Midnight, December 31, 2024, inclusive, unless otherwise  
32 terminated as provided herein. Written notice of such intent shall be given no earlier than  
33 ninety (90) calendar days prior to the expiration date nor later than forty-five (45) calendar  
34 days prior to the expiration date of this Agreement. Such notice shall be by Email or as  
35 required by SERB. . The parties shall commence negotiations within three (3) calendar  
36 weeks upon receiving such notice of intent.

## 37 38 39 **ARTICLE 31 RETURN OF EQUIPMENT**

40  
41 Upon termination of employment for any reason, the leaving employee must forthwith  
42 return all County equipment and uniforms to the Administrator. If the leaving employee  
43 fails to return all said equipment and uniforms, the Employer will be entitled to withhold  
44 the leaving employee's final paycheck or other monies due until said items are returned  
45 or appropriate arrangements are made for the payment of said items.

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**ARTICLE 32 LABOR/MANAGEMENT MEETING**

SECTION 32.1 Labor/management meetings will be arranged between the Local President or his designee and the Employer upon request of either party. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Union. Arrangements for such labor/management shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in labor/management meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight time pay for time spent in such labor/management meetings. This meeting may be attended by a representative of the Council and/or a representative of the International Union. A list of those attending will be given to management. Labor/management meetings shall be held no more than quarterly unless mutually agreed by the parties.

SECTION 32.2 The purpose of such meeting shall be limited to:

- A. Discuss the administration of this agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Give the Union representative the opportunity to share views of its members and/or make suggestions on subjects of interest to its members;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider health and safety matters relating to employees;
- G. Meetings shall be held during normal working hours.

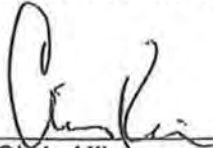
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This Agreement is hereby executed this 31 day of December, 2021.

**Lawrence County Commissioners**


**AFSCME Local #890 (1)**

  
Chris Kline

  
Deborah Chonko, AFSCME Staff Rep.

  
Jonathan J. Downes, County Labor Counsel

Aaron Jackson, bargaining team

  
Shane Easthom, bargaining team

  
Gary Singer, bargaining team

1 **APPENDIX A WAGE SCALE AND PROBATIONARY PERIOD RATES**

2  
3 The schedule set forth below applies to Union-Rome Sewer District system employees in  
4 the bargaining included in this Agreement.

5  
6 The parties recognize that the titles of the positions in the bargaining unit are consistent  
7 with the titles and working descriptions in effect on or about January 1, 2022 subject to  
8 update and clarification.

9  
10 Working titles as of January 1, 2022 of positions in the bargaining unit included:

- 11 Billing Clerk (Collections System/Plant Maintenance
- 12 Collection System Maintenance Worker 1
- 13 Collection System Maintenance Worker 2
- 14 Lab Technician
- 15 Plant Maintenance Worker
- 16 Plant Operator (certified licensed operator)

17  
18 Probationary Rates. Upon initial employment employees shall be paid at \$.50 per hour  
19 below the rate of the classification.



Lawrence Co. Union-Rome - Sewer District - AFSCME Local #890 (1) – Final Draft 1/31/22

Salary Chart for URS Contract						
Currently Held By	Position	1/1/2022	1/1/2023	1/1/2024	Plus add-ons for Licenses and Additional Duties (2023)	
Shane Easthom	Billing Clerk/Collections System/Plant Maintenance	\$21.67	\$22.32	\$22.99	1st License	\$2.06
Adam Stewart	Collections System Maintenance Worker 1	\$20.58	\$21.20	\$21.84	2nd License	\$0.58
Danny McKinney	Collections System Maintenance Worker 2	\$23.70	\$24.41	\$25.14	Collins Operator	\$1.14
Gary Singer	Lab Technician	\$24.19	\$24.92	\$25.67	Grinder Station Supplement	\$75.00
Ron Smoot	Plant Maintenance Worker	\$22.38	\$23.05	\$23.74	On Call	\$75.00
Aaron Jackson	Plant Operator	\$24.18	\$24.91	\$25.66	Plus add-ons for Licenses and Additional Duties (2024)	
Tyler Jenkins	Collections System Maintenance Worker 1	\$20.32	\$20.93	\$21.56	1st License	\$2.12
					2nd License	\$0.60
New Hires	Position	1/1/2022	1/1/2023	1/1/2024	Plus add-ons for Licenses and Additional Duties (2025)	
	Billing Clerk/Collections System/Plant Maintenance	\$20.75	\$21.37	\$22.01	Collins Operator	\$1.17
	Collections System Maintenance Worker 1	\$20.32	\$20.93	\$21.56	Grinder Station Supplement	\$75.00
	Collections System Maintenance Worker 2	\$22.69	\$23.37	\$24.07	On Call	\$75.00
	Lab Technician	\$23.36	\$24.06	\$24.78	Plus add-ons for Licenses and Additional Duties (2025)	
	Plant Maintenance Worker	\$21.07	\$21.70	\$22.35	1st License	\$2.18
	Plant Operator	\$21.25	\$21.89	\$22.55	2nd License	\$0.62
					Collins Operator	\$1.21
					Grinder Station Supplement	\$75.00
					On Call	\$75.00
<b>Total Hourly Rate Calculation for 2022</b>						
Employee ID	Employee Name	Hourly Rate	1st License	2nd License	Collins Operato	Total Hourly Rate
0250-030	Easthom, Shane	\$21.67	\$2.06	\$0.00	\$0.00	\$23.73
0250-015	Jackson, Aaron	\$24.18	\$2.06	\$0.58	\$1.14	\$27.96
0250-032	McKinney, Danny	\$23.70	\$2.06	\$0.00	\$0.00	\$25.76
0250-034	Singer, Gary	\$24.19	\$2.06	\$0.00	\$0.00	\$26.25
0250-016	Smoot, Ron	\$22.38	\$2.06	\$0.00	\$0.00	\$24.44
0250-037	Stewart, Adam	\$20.58	\$2.06	\$0.00	\$0.00	\$22.64
0250-039	Jenkins, Tyler	\$20.32	\$2.06	\$0.00	\$0.00	\$22.38
<b>Total Hourly Rate Calculation for 2023</b>						
Employee ID	Employee Name	Hourly Rate	1st License	2nd License	Collins Operato	Total Hourly Rate
0250-030	Easthom, Shane	\$22.32	\$2.12	\$0.00	\$0.00	\$24.44
0250-015	Jackson, Aaron	\$24.91	\$2.12	\$0.60	\$1.17	\$28.80
0250-032	McKinney, Danny	\$24.41	\$2.12	\$0.00	\$0.00	\$26.53
0250-034	Singer, Gary	\$24.92	\$2.12	\$0.00	\$0.00	\$27.04
0250-016	Smoot, Ron	\$23.06	\$2.12	\$0.00	\$0.00	\$25.18
0250-037	Stewart, Adam	\$21.20	\$2.12	\$0.00	\$0.00	\$23.32
0250-039	Jenkins, Tyler	\$20.93	\$2.12	\$0.00	\$0.00	\$23.05
<b>Total Hourly Rate Calculation for 2024</b>						
Employee ID	Employee Name	Hourly Rate	1st License	2nd License	Collins Operato	Total Hourly Rate
0250-030	Easthom, Shane	\$22.99	\$2.18	\$0.00	\$0.00	\$25.17
0250-015	Jackson, Aaron	\$25.66	\$2.18	\$0.62	\$1.21	\$29.67
0250-032	McKinney, Danny	\$25.14	\$2.18	\$0.00	\$0.00	\$27.32
0250-034	Singer, Gary	\$25.67	\$2.18	\$0.00	\$0.00	\$27.85
0250-016	Smoot, Ron	\$23.74	\$2.18	\$0.00	\$0.00	\$25.92
0250-037	Stewart, Adam	\$21.84	\$2.18	\$0.00	\$0.00	\$24.02
0250-039	Jenkins, Tyler	\$21.56	\$2.18	\$0.00	\$0.00	\$23.74

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Grinder Station Supplement. There will be a lump sum payment of Seventy-Five Dollars (\$75.00) 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 \$1.14 per hour.

1 The Collins Substation Supplement rate shall increase 3% each year of the contract as  
2 shown in the salary chart.

3  
4 License Supplements. As an incentive to employees to obtain licenses, any employee,  
5 whose position requires, who obtains and maintains a license shall be paid two dollars  
6 and six cents cents (\$2.06) per hour for the first license he/she obtains and an additional  
7 fifty eight cents (\$.58) per hour for each higher license obtained. No employee completely  
8 dedicated to secretarial duties shall be paid this incentive. These license supplement  
9 rates shall increase 3% each year of the contract as shown in the salary chart.

10  
11 Signing Bonus. All bargaining unit employees shall receive a \$500.00 signing bonus for  
12 the 2022 Agreement upon ratification of the Contract by both parties.

13