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Agreement Between

Lawrence County Board of
County Commissioners

and

Ohio Council 8 of the
American Federation of State, County
and Municipal Employees, (AFSCME), AFL-CIO
and Local 3319C, Administrators' Unit

Effective January 1, 2011 to December 31, 2013

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ARTICLE 1 - PREAMBLE

Section A

This document represents an Agreement between the Lawrence County Board of County Commissioners, hereinafter referred to as the Employer, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, and Local 3319C, AFSCME, AFL-CIO, hereinafter referred to as the Union, for the purpose of establishing wages, hours, terms and other conditions of employment.

Section B

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

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

Therefore, all proposals, counter-proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.

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

Section C

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

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

ARTICLE 2 - RECOGNITION

The Board certifies the Employee Organization as the exclusive representative of all employees subject to the request, and adds the subject employees to the existing unit represented by the Employee organization, which is now certified as follows: Case Number 96-REP-05-0101, and Case No. 97-REP-11-0297.

Included: All employees holding the classifications of Administrator, Administrative Assistant (Assistant Administrator), Rome Sewer Administrator and Dog Warden.

Excluded: All other employees of the Lawrence County Commissioners, including service, maintenance, technical and clerical employees, Assistant Dog Warden, Auditor (CSEA), Case Manager, Clerk (Commissioners), Cashier, Custodian, Computer Specialist, Data Entry Operator/Mail Processor, Distribution Clerk, Legal Clerk, Maintenance, Switchboard Operator, Switchboard Operator/OPLS Clerk, Executive Director CSEA, Assistant Auditor/Case Manager, Legal Secretary, SETS Data Entry Operator, Distribution Audit-Clerk, Court Coordinator, Legal Process Server (CSEA), all guards as defined in the Act; Flood Plain Administrator and all seasonal and casual employees as defined by the State Employment Relations Board.

Upon approval by Ohio Council 8 and the State Employment Relations Board, the aforementioned changes will take effect.

ARTICLE 3 - UNION SECURITY

Section A

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

Section B

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

Section C

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

Section D

The Employer shall be relieved from making any employee's dues deduction upon:

1. termination of employment;
2. transfer to a job classification excluded from the bargaining unit;
3. layoff from work;
4. approved leave of absence without pay;
5. employee having failed to make wages equal the amount of dues deduction;
6. withdraws under the terms of the check-off/authorization card - signed by the employee. The check-off authorization assignment may only be revoked by the member by giving the appropriate subordinate body and the Employer written notice of revocation during the thirty (30) to forty-five (45) days prior to the expiration date of any collective bargaining agreement covering the members employment.

Section E

The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement.

Section F

FAIR SHARE FEE

All employees in the bargaining unit hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union upon the successful completion of their probationary period from the effective date of this Agreement or one hundred twenty (120) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by Ohio Council 8. The Union agrees to annually provide its fair share fee challenge procedure to those employees paying a fair share fee.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The

deduction of the fair share fee is subject to those conditions contained in this Article, Section D, 1 through 5.

ARTICLE 4 - UNION BUSINESS

Section A

The Employer agrees to recognize the Chapter Chair and/or Vice-Chair. The Chapter Chair or Vice-Chair may represent the Union or Union members in matters set forth in this Agreement. The Union agrees to notify the Employer in writing of the names of the Chapter Chair and Vice-Chair prior to their acting in such capacity.

Section B

Each recognized party shall be allowed a reasonable amount of time to investigate and process grievances without the loss of pay, not to exceed two (2) hours per grievance. Said time to be limited to ten (10) hours a month excluding hearings.

Section C

The staff representative shall be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement.

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

Section D

The Union agrees that the number of accredited non-employee staff representatives during any one (1) visit to the premises of the Employer shall be limited to a maximum of two (2).

Section E

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

Section F

The Employer agrees to furnish an assigned area on one bulletin board in each building for use solely by the Union, to be placed in a mutually agreeable location for the posting of Union material and literature.

Section G

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

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

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

Section H

Employees of the bargaining unit shall be permitted to engage in partisan politics.

ARTICLE 5 - NON-DISCRIMINATION

Section A

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 agrees to abide by the provisions of applicable federal, state, and local laws regarding these matters.

Section B

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 A

Unless the Employer agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio 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.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

Section B. The Union recognizes that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

ARTICLE 7 - UNION NEGOTIATION COMMITTEE

The Employer shall recognize a local union negotiating committee selected by the Union for purposes of contract negotiations. No more than three (3) employee negotiating committee members will be released from duty for participation in the negotiation process.

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

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

ARTICLE 8 - LABOR-MANAGEMENT MEETING

Section A

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

Section B

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

Section C

The main purpose of such meetings shall be limited to:

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

applied rules or policies, when possible.

Section D

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

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Section A

A grievance is an allegation by a bargaining unit member or the Union that the terms of this Agreement have been violated or a dispute concerning the interpretation or application of a specific provision of this Agreement. Bargaining unit members shall be afforded the right to representation at all levels of the procedure. When any such grievance arise, the following procedure shall be followed:

Section B STEPS OF THE GRIEVANCE PROCEDURE:

A. Step One (First Step)

The party(ies) filing the grievance shall have ten (10) working days from the occurrence of the event that gave rise to the grievance or five (5) working days from the time the grievant should have become reasonably aware of the event that gave rise to the grievance to file written grievance with the Commissioners or designee. Upon receipt of the grievance, a meeting shall be held between the grievant, the Commissioners or their designee, with a Union steward and grievant present, who shall suffer no loss of compensation, within ten (10) working days from receipt of grievance. The Commissioners or designee, shall provide a written response to the grievant and the Union President within fourteen (14) working days of the conclusion of the meeting.

B. Step Two (Mediation)

1. If the County Commissioners' response in Step One is not satisfactory or not timely the grievance shall go to Step Two mediation. The selection procedure for the Mediator shall be in accordance with the procedure outlined in [Step 3, subsection D(1)], of this Agreement. The Union must initiate the selection procedures for selecting a mediator within twenty (20) working days or the grievance is abandoned and cannot be appealed to

arbitration.

2. The conduct of the Step Two Mediation hearing shall be in accordance with [subsections A and B] of the Memorandum of Understanding concerning mediation.
3. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

C. Step Three (Arbitration)

1. If the grievance is not satisfactorily settled at Step One or Step Two, the Union may, within twenty (20) working days after receipt of the answer, submit the grievance to arbitration. Upon notification to the County Commissioners of its intent to arbitrate the grievance, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall split the cost of requesting the list from FMCS. The parties shall within twenty (20) working days of receipt of the list select an arbitrator. Once an arbitrator is selected, FMCS will be notified within five (5) working days. The parties shall use the alternate strike method with the first strike being made by the Union and then alternating thereafter. The parties shall have the right to reject up to two (2) lists (one each) of arbitrators before selecting an arbitrator, if this rejection of the FMCS list is made prior to the selection. Any rejection of list must be accompanied by a request for a new list, and payment by the party requesting the new list to FMCS.
2. The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein). The arbitrator shall have no power or authority to make any decision:
 - a. adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement or any written agreements between the parties;
 - b. concerning the establishment of wage rates not negotiated as part of this Agreement with the exception of establishing rates for a new position;

- c. setting the standards for licenses or certificates.
3. The costs of the arbitrator, including the travel expenses, hearing room, etc., and a copy of the record of the proceedings shall be shared equally. Bargaining unit members involved in the arbitration procedure shall be released from their duties, with pay when attending the arbitration hearings.
 - a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
 - b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the arbitrator.
 4. The arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The decision shall be final and binding on the Union and its members and the Board and its members.
 5. If the arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the Board's payroll, the amount so awarded shall be less any other compensation.

Section C General

- A. At all steps in the grievance procedure, the Union representative shall disclose to the County representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the County's representative shall do likewise.
- B. An "aggrieved person" is the Union or the person or persons making the claim. A grievance may be brought by the Union or a member of the bargaining unit on behalf of other members similarly situated in which event the grievance may be processed as a group grievance and separate grievances by each of the affected bargaining unit members need not be filed.
- C. Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in the Agreement.
- D. Grievances shall be processed promptly, however, the time limitations provided

for in this Article may be extended by mutual agreement between the Employer and the Union. Grievances should be processed in the order set forth herein.

- E. A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure except to Step 2 or 3, arbitration, which requires a specific request by the Union to advance the grievance to arbitration. The parties may choose to settle any grievance without setting a precedent.
- F. The written grievance shall be submitted on a grievance form which shall contain the following information.
1. Aggrieved person's name;
 2. Name of the aggrieved person's immediate supervisor;
 3. Date and time of the incident giving rise to the grievance;
 4. Date and time the grievance was first discussed with the supervisor;
 5. The articles and sections of the Agreement violated;
 6. A brief statement of the facts involved in the grievance;
 7. The remedy requested to resolve the grievance; and,
 8. Name of the Union representative filing said grievance.

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

- G. Working days are defined as Monday through Friday, exclusive of holidays and weekends (Saturday and Sunday).
- H. No labor organization or representative of a bargaining unit member than those designated by the Union may represent the bargaining unit member or be present during any step of the grievance procedure.

MEDIATION PROCESS

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

- A. When either party chooses the step two alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the mediator will

select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.

- B. The mediation hearing will be conducted in accordance with the following:
1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
 2. No briefs shall be filed or transcripts made. The mediator will set break and meal periods and time limits.
 3. There shall be no formal rules of evidence.
 4. Each party's case must be presented by a representative of their own choice.
 5. The mediator (arbitrator) shall attempt to mediate the grievance after hearing the facts presented by both parties.
 6. If the parties cannot agree on any resolution, the mediator (arbitrator) will file his recommendations with the parties as to the grievance in question, as defined below or by FMCS guidelines for grievance mediation.
 - a. The Mediator has three (3) days (seventy-two hours) to file his decision after the conclusion of the hearing (excluding Saturdays, Sundays, or holidays).
 - b. The Mediator's recommendations shall be based on facts developed by the parties that were submitted at the hearing.
 - c. The Mediator's recommendations should not exceed two (2) typed pages.
 - d. The authority of the Mediator shall be the same as outlined in the grievance procedure for an arbitrator.
 - e. The Mediator shall file the recommendations with both parties.
- C. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
- D. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as a part of the grievance record prior to the hearing. The Mediator will be provided a copy of

the collective bargaining agreement.

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

ARTICLE 10 - PROBATIONARY PERIODS

Section A

All newly hired employees shall serve a probationary period of 120 days in length. Employees serving the initial probationary period shall not be eligible for posted positions until they have successfully completed the 120 day initial probationary period.

After the first thirty (30) days of the probationary period and before the end of the probationary period, the Employer may terminate employment without appeal or grievance.

Section B

All newly promoted employees will serve a probationary period of 90 calendar days.

Employees who do not successfully complete probation within the reasonable discretion of the Employer may be returned to their former position during the probationary period by the Employer or themselves.

Section C

In the event a promoted employee does not successfully complete probation and is thus returned to their former position by the Employer or themselves, the employee(s) displaced as a result will not have any right of grievance relating to their being returned to their former position(s). If loss of employment is the result of the displacement, the employee will be laid off in accordance with the provisions of this Agreement, unless they are newly hired probationary employees, in which case employment will be terminated without any right of appeal.

ARTICLE 11 - SENIORITY DEFINITION AND CALCULATION METHOD

Section A

Calculation Method:

- A. Bargaining Unit seniority shall be determined by original date of hire as computed from the employee's last day of hire. All employees shall be assigned seniority based on their last day of hire irrespective of the number of hours worked per day, number of days worked per year, or other factors of total time worked per year.

Department seniority is determined by the length of time worked in one of the two (2) departments listed in Article 15 Section J.

- B. Classification seniority shall be determined by the date the bargaining unit member began regular employment in his/her current classification, irrespective of the number of hours worked per day, the number of days worked per year, or other factors of total time worked per year.
- C. Ties in seniority among current employees shall be broken by the affected employees drawing numbers from a box with the employee having the lowest number begin the more senior (etc.). This shall be done within thirty (30) days after signing of the contract. A representative of Management and the Union Chapter Chairperson shall witness the drawing.

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

- D. Seniority may be lost for the following reasons: resignation, discharge for justifiable cause or retirement.
- E. Seniority shall not be lost for the following reasons: time lost by reason of individual accident, industrial illness, or judicial leave (jury); time on leave granted for the purpose of serving in the armed forces of the United States (military); time spent on other authorized leaves (i.e., sick leave, funeral leave, medical, or personal leave); or time spent in a lay-off status as negotiated. Resignations due to military service will be considered as a leave of absence if the bargaining unit member returns to the employer within one (1) month of discharge date of active duty.
- F. Seniority will be calculated from the last date of hire.

ARTICLE 12 - VACANCIES AND POSTINGS

Section A

The Employer has the right to determine whether or not a vacancy exists, and whether

or not a vacancy is to be filled.

Section B

If, pursuant to Section A above, the Employer has determined that a vacancy is to be filled, the following will occur:

- A. The Employer shall post a notice of the existence of a vacancy.
- B. This notice shall be posted on a bulletin board in the effected department and in such other places as determined by the Employer and the Union.
- C. This notice shall be posted for seven (7) working days, including the date it was first posted.
- D. The notice shall contain the following:
 - 1. Job title;
 - 2. Qualifications;
 - 3. Rate of pay;
 - 4. Brief summary of duties;
 - 5. When the position is available; and
 - 6. Deadline for the application.
- E. Applications must be filed within three (3) work days after the posting period and must meet the essential qualifications to be considered. An employee being on approved leave may submit an open bid while on leave.

Section C

In considering any employee to fill a vacancy, the Employer will consider the following criteria as they apply to Section B:

- A. Individual qualifications of the applicant;
- B. Ability to meet requirements of the position available;
- C. Ability to perform the essential functions of the position;
- D. If the applicant possesses the ability and qualifications given above, the employee having the most bargaining unit seniority shall prevail;
- E. The Employer will fill the position from in-house applicants meeting the essential qualifications of the position before hiring from the outside.

Section D

The Employer agrees to promote senior employees who meet the conditions as listed in Section C. An employee who is awarded a promotion will be given a 90 calendar day trial period with supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he/she may be returned to his/her former position by the Employer or themselves and rate of pay at any time prior to the 90th calendar day served in the new position and may not reapply to said classification for a period of six (6) months. Voluntary demotions has no probationary period.

ARTICLE 13 - TEMPORARY ASSIGNMENTS

- A. Management has the unqualified right to temporarily assign bargaining unit members to perform work or duties of another position.
 - 1. The temporary assignments will only be offered to qualified bargaining unit members.
 - 2. Bargaining unit members assigned temporary duties for one (1) day will be compensated at the highest rate of pay; their regular rate of pay if assigned to a lower rated position.
 - 1. Management agrees temporary assignments that extend more than sixty (60) working days will be posted for bid under Article 10 - Vacancies and Postings. This posting shall be posted as a temporary bid until the return of the employee or notification to the employer that the employee terminates employment.

ARTICLE 14 - JOB DESCRIPTIONS

Section A

Each employee and the Union shall be provided with a copy of the job description for their classification for those positions for which the County has descriptions. Where there is no description, it will be provided by the employer, with input from the employee.

ARTICLE 15 - WORK RULES

- A. Work rules are those policies, procedures, and directives which regulate the behavior of employees in the performance of the Employer services and programs.

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

- B. The Employer agrees that new work rules formulated after the effective date of the Agreement shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before the implementation unless the Employer or his designee determines that immediate implementation is needed to maintain the operational functions and/or stability of the Department.
- C. Work rules shall be applied uniformly to all bargaining unit employees.
- D. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as a part of the grievance record prior to the hearing. The Mediator will be provided a copy of the collective bargaining agreement.
- E. The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.
- F. The parties recognize the importance of administering rules to alleviate the costs of Worker's Compensation, and therefore agree to abide by all policies currently in force or adopted hereafter concerning issues affecting Worker's Compensation premiums, including, but not limited to drug testing policies, requirements of use of sick leave for injured employees, and requirements of temporary or extended temporary placement in other positions funded by the County. The union recognizes that temporary placement may occur in a position outside those contained in the bargaining unit, and/or may require employees outside the bargaining unit to have temporary placement in a position currently covered by the bargaining unit. In such cases, employees shall be covered by the Collective Bargaining Agreement covering their regular position. The parties agree that any conflict between this section and any other section of this agreement shall be resolved in favor of this section.

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

ARTICLE 16 - WORK SCHEDULE

Section A

Work schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment.

Section B

The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees, in the classifications of Administrator/Commissioners, Fiscal Officer, Dog Warden and Assistant Administrator/Commissioners.

Section C

The lunch period and the break periods may be scheduled at the discretion of the employee, with notification to their Supervisor, so long as the same does not interfere with the operations of the Employer.

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

There shall be two (2) fifteen (15) minute rest periods on each workday. The time represents actual time away from the employee's regular duties. The rest periods will be scheduled midway between the time the employee starts the first half of their workday and midway between the second half of their workday to the extent practicable, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. The Employer shall provide each employee with an additional rest break after the employee has worked two (2) hours past quitting time.

Section D

Salaried positions are not eligible for overtime pay.

Section E

Flex time shall be made available to all employees within each unit. The supervisor is authorized to make reasonable modifications in requested work hours to meet the operational needs of the unit to ensure service to the public.

Normal work hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

The reporting of absences will be no later than one-half (1/2) hour prior to the normal start of the employee's shift or earlier if possible.

All absences must be reported by the employee to their respective supervisor if applicable. If their supervisor is not available then their report shall be made to the Department Administrator or the Assistant Administrator and if none of the above are available then to the switchboard.

Section F

If inclement weather conditions are so hazardous that it is not possible to report to work, the employee shall contact his/her immediate supervisor or department head, who may authorize absence or late arrival. Employees can use vacation and/or compensatory time for such authorized absence or late arrival.

Section G

If there shall be a declared state of emergency by the Lawrence County Commissioners or their designee and the Agency is closed, bargaining unit employees shall be paid for all hours of the employee's normal work schedule during the emergency situation.

ARTICLE 17 - LAYOFF AND RECALL

Section A

In the event of a reduction of the working force by reason of lack of funds, lack of work, or a job abolishment and it becomes necessary to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement.

The determination of a need for a layoff and the classification to be affected shall be within the discretion of the employer.

Section B

The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.

Section C

The Employer will first layoff all intermittent, casual, seasonal and probationary employees in the affected classification.

Section D

Prior to the effective date of layoffs, a Board of Commissioner's designee shall prepare and post for inspection in a conspicuous place a list containing names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off and the Union shall be given a 14 day written notice of layoff. Each notice of layoff shall state the following:

1. Reason(s) for the layoff or reduction;
2. The effective date of layoff; and
3. Copy of layoff Article.

Section E

For the classifications in which the layoffs occur, the Board designee shall prepare a reinstatement list and the names of all employees employed under probationary status, if any, shall be placed on the reinstatement list in the reverse order of layoff. The names of all employed under provisional and then name under certified status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Section F

Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

Section G

The employee's name shall remain on the appropriate list for a period of eighteen (18) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all seniority and a notice of reinstatement shall be made by regular mail at the last address provided by the employee and by a fax copy being sent to the Union at the Athens Regional Office (740) 797-9712. The employer will also call the employee at the last provided telephone number with a Union person present to verify the call was made.

If two or more employees are laid off from the same classification, the last to be laid off will be the first to be recalled.

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

retain seniority rights as described above.

Section H

Upon recall, the laid off employee shall have fourteen (14) calendar days within which to report to the Director or his designee.

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

If the laid off employee has not responded by the last day of the fourteen (14) day period, his/her name shall be removed from the recall list.

Section I

For purposes of performing seasonal or occasional work, i.e., filling other positions during vacation, or other special projects or temporary needs, etc., not exceeding four (4) weeks, a laid off employee may be used without ending the layoff and/or recall or requiring a new layoff notice at the end of the seasonal or occasional work period. The recall period for an employee performing this seasonal or occasional works will begin anew at the end of said work period.

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

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

ARTICLE 18 - CORRECTIVE ACTION

Section A

Corrective action shall be for just cause.

Section B

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

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

Section C

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

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

Section D

Corrective action beyond verbal and written reprimands are subject to appeal through the grievance procedure starting at Step 1, including final and binding arbitration.

Section E

An employee shall have the right to a pre-disciplinary hearing before the Employer (or designees) for any disciplinary action resulting in suspension, reduction in pay or position, or discharge from employment.

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

The employee shall be notified of his/her right to representation which may include, at the employee's option, the President or a non-employee staff representative.

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

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

Section F

In the case of an anticipated suspension or removal, an employee may be suspended with pay through the originally established hearing date. Should the hearing date, as established by the Employer or designee, be continued or extended at the request of or on behalf of the employee, all subsequent suspension time beyond the original hearing date may be without pay, pending the decision or outcome of the disciplinary proceeding.

Section G

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

considered thereafter.

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

ARTICLE 19 - SAFETY

Section A

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 B

The Employer agrees that employees working on VDT'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 VDT, 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 C

The Employer will provide vaccinations for TB, flu, Hepatitis B and Tetanus at the Employer's expense through the Health Department. All employees shall be given the option of participating in the vaccinations and shall sign a declination form if he/she declines the vaccinations.

In addition to the above-provided vaccinations, the rabies vaccine will also be provided to the Dog Warden.

ARTICLE 20 - MISCELLANEOUS

Section A

A non-bargaining unit employee shall not do bargaining unit work in order to displace an existing bargaining unit employee.

Section B

This contract shall be completed with at least eight (8) original documents for signature, with the Union receiving five (5) signed originals and the Employer receiving at least three (3) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

Section C

Employees may receive up to forty (\$40.00) dollars per day for meals, mileage and lodging when attending meetings, workshops, and training sessions that are required and/or endorsed by the County upon submission of supportive receipts. Employees who use their personal vehicles for work purposes shall receive mileage at the current IRS rate. Reimbursement for meals shall be as follows: ten (\$10.00) dollars for breakfast; ten (\$10.00) dollars for lunch; and twenty (\$20.00) for dinner.

Section D

The Employer shall continue to provide a vehicle for the use of the Administrator of the Union Rome Sewer District.

ARTICLE 21 - PAID LEAVES OF ABSENCE

A. Court Leave

Employees shall be paid their regular rate of pay for time spent as a witness subpoenaed to testify in an action in which they are not a party. Absence for jury duty is also permissible. After absence for such duty, either reporting, serving, or testifying the bargaining unit member shall return payment for services rendered to the County Auditor and at the next regular pay period receive full payment of his/her regular salary from the County for the day or days of excused absence for this purpose. Payments not turned in for days excused will cause reduction of pay for those days. Employees who report or are dismissed prior to noon are to return to work during that work day.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Naval Services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for period not to exceed thirty-one (31) calendar days (176 hours) in only one (1) calendar year. Proof of assignment shall be provided in the form of a copy of the military orders given to the County Auditor.

C. Personal Leave

1. With the exception of paragraph 2 below, employees shall be granted four (4) unrestricted days of absence during each calendar year without loss of salary to transact private personal business or to attend to affairs which cannot be conducted outside the regular work day. A leave form shall be required to be turned in.
2. Personal leave may not be taken to perform employment for which wages are received from the County or other employers. There may be an exception granted by the appropriate administrator in the event personal leave has been previously approved and arranged, and a scheduling situation makes it necessary to call the member for duty.
3. Each full-time bargaining unit member will receive eighty dollars (\$80.00) per day for each personal leave day accumulated at the end of the fiscal year. Such bonus payments shall be made on the last payday in the calendar year in which the fiscal year ends or as soon thereafter as practicable. Such payment will eliminate the personal leave accumulation.
4. Personal leave may be taken in one-half day increments only, except in cases involving emergencies.

D. Sick Leave

1. Employees in the County shall earn sick leave at the rate of four and six-tenths ($4 \frac{6}{10}$) hours for each eighty (80) hours of work completed service. Employees on unpaid leaves of absence do not earn sick leave.
2. Accumulation
Employees may accumulate an unlimited amount of sick days.
3. Approved use of sick leave
Sick leave to be used by the employees of the county must be submitted

on the proper form, stating the reason for leave. Sick leave may be taken for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which may be communicated to other employees and to illness, injury or death in the employee's immediate family. Employees on sick leave for more than three (3) consecutive days may be required to present a doctor's certificate and the date the employee may return to active employment. Employees injured on the job may choose to file for Worker's Compensation rather than using their sick leave days. Employees who receive Worker's Compensation must pay back any sick leave paid by the County for the period for which Worker's Compensation is paid. Such returned sick leave shall be credited to the members sick leave accumulation.

4. Immediate family shall be the same as defined in Article 12, Funeral Leave.

E. Educational Leave

Employees approved by the Employer to attend work-related classes or training shall not lose time or pay for attending such classes held during normal work hours. The Employer shall attempt to equalize said training, within reason, to all employees. Full-time employees required to attend classes for continuing education for his/her respective position shall receive full payment for all necessary classes and expenses. Each bargaining unit member shall receive an additional one thousand dollar (\$1,000) incentive each year of the agreement, for renewal of licensing, certification and cost containment measures in relationship to their positions, payable the first pay in December.

F. Bereavement Leave

1. An employee shall be granted up to a three (3) day leave of absence with pay in the event of the death of a member of his immediate family provided one (1) day of the leave is the day of the funeral. If additional time is needed, the supervisor may grant additional time.
2. For the purpose of this Article, the immediate family shall be defined as:

- | | |
|--------------------|--------------------|
| a. Spouse | |
| b. Child, (Step) | |
| c. Mother, (Step) | |
| d. Father, (Step) | |
| e. Brother, (Step) | |
| f. Sister, (Step) | |
| g. Mother-in-Law | |
| | h. Father-in-Law |
| | i. Daughter-in-Law |
| | j. Son-in-Law |
| | k. Grandchild |
| | l. Grandparents |
| | m. Sister-in-Law |

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

ARTICLE 22 - LEAVE OF ABSENCE

Section A

All hourly employees shall make written application for leave of absence twenty (20) days in advance to the Employer or the designee when practicable. Emergency leave may be granted by the Employer or its designee. All approved leaves will indicate a specific date on which the employee is expected to return to work. Employees on approved leave shall be returned to his/her position.

However, employees do not earn sick leave or vacation time while on unpaid status.

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

Section B

Personal leave without pay may be granted for up to six (6) months at the reasonable discretion of the Employer or the designee.

Education leave without pay may be granted for up to one (1) year at the reasonable discretion of the Employer upon consideration of the following conditions:

1. Operational requirements of the Department are maintained.
2. Work force sufficient to maintain caseload in the unit.
3. Approved course of study related to work performed.
4. Accredited institution and program.

Maternity leave without pay will be granted for up to six (6) months upon submission of appropriate physician's statements. The County will provide health insurance during the first three (3) months of the maternity leave with the employee paying their normal share.

Disability leave without pay will be granted upon exhaustion of an employee's sick leave, if the employee is:

1. hospitalized or institutionalized; or

2. convalescing as authorized by a physician; or
3. declared by a physician as unable, due to personal disability, to perform his/her duties.

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

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

Section C

Two (2) duly elected Union delegates or alternates to the International Union Convention and State AFSCME Convention on alternate years, may at the reasonable discretion of the Director, or his designee, be granted time off without pay for the purpose of participating in such conventions, not to exceed three (3) days each for the State Convention and seven (7) days each for the International Convention.

Section D Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave each year for the following qualifying reasons:
 - a. To care for a newborn son or daughter.
 - b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care.
 - c. To care for a seriously ill spouse, child or parent; or
 - d. Because of their own serious health condition.

Entitlement to child care shall end upon the child reaching one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the County at least a thirty (30) day notice or as much notice as is practicable in foreseeable situations, of the desire to use family and medical leave.
3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid sick leave combination.)

4. Medical certification shall be required to substantiate leave for the reasons stated in 1(C) (if required by statute) and 1(D) above with the County having the option of requiring second and third opinions at the County's expense. Medical Certification shall include the following:
 - a. The date the condition began;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts regarding the condition and the necessity for the leave; and
 - d. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Employer and employee and provided all requirements have been satisfied.
 - a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the County may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from the reduced leave schedule the employee shall be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the County paying the County's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of health insurance premium. The County may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this Article, the following definitions shall apply:
 - a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

- b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday of a bargaining unit member.
- 8. Upon return from leave of absence, the employee will be restored to the position held prior to the commencement of the leave or to an equivalent position with equivalent pay, without loss of seniority.
- 9. Employees shall continue to accrue benefits per contractual language if in paid status.
- 10. Employees do not accrue vacation and/or sick leave or other benefits unless otherwise stated herein while on unpaid leave status.

ARTICLE 23 - SICK LEAVE CONVERSION

Upon separation from the employment of the Lawrence County Commissioners an employee shall be entitled to sixty percent (60%) of his/her accumulated sick leave. The employee must have completed ten (10) years of service with Lawrence County to be eligible.

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

ARTICLE 24 - HOLIDAYS

Section A

All full time employees in active pay status will be paid for the following holidays:

New Years Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	General Election Day
Columbus Day	New Years Eve (½ day)

Section B

To be entitled to "holiday pay" an employee must be on the active payroll (i.e., receives

pay) on his last regular work day before and his first regular work day after the holiday.

Section C

To be entitled to "holiday premium pay" an employee must work on the day observed by the County as the holiday. Those employees who work the holiday shall in addition to holiday pay receive one and one-half (1 ½) times their hourly rate for all hours worked on the holiday.

Section D

If an observed holiday shall fall on a Saturday it shall be observed on the preceding Friday. If an observed holiday falls on a Sunday it shall be observed on the following Monday.

ARTICLE 25 - VACATIONS

Section A

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

Section B

Employees shall forfeit their right to take any vacation leave to their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section C

In case of the death of an employee, such unused vacation shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.

1. All vacation time must be approved by the employee's supervisor and reported to the employee's immediate supervisor in advance of an employee taking paid vacation leave. If an employee requests less than three (3) days the employee must make the request the day before. If the employee requests a vacation of four (4) days or more, the employee must provide five (5) working days advance notice to his/her supervisor. Notice may be waived with the approval of the supervisor, and/or appointing authority or his designee.

2. All permanent eighty hour per pay period County employees will receive the following amounts of paid leave based upon the length of continuous service.
 - a. Less than one (1) full year of service - An employee is credited with forty (40) hours of vacation after completion of six (6) months of service.
 - b. One (1) full years of service (26 bi-weekly pay periods) two (2) weeks [ten (10) working days or eighty (80) hours]. Accumulated at the rate of 3.1 hours per pay period of eighty (80) hours.
 - c. Six (6) full years of service - three (3) weeks [fifteen (15) working days or one hundred twenty (120) hours]. Accumulated at the rate of 4.6 hours per pay period of eighty (80) hours.
 - d. Fifteen (15) full years of service - four (4) weeks [twenty (20) working days or one hundred sixty (160) hours]. Accumulated at the rate of 6.2 hours per pay period of eighty (80) hours.
 - e. Twenty (20) full years of service - five (5) weeks [twenty-five (25) working days or two hundred (200) hours]. Accumulated at the rate of 7.7 hours per pay period of eighty (80) hours.
 - f. Twenty-five (25) full years of service - six (6) weeks [thirty (30) working days or two hundred forty (240) hours]. Accumulated at the rate of 9.3 hours per pay period of eighty (80) hours.

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

6 months - 5 years of service	3.1 per eighty hours worked
6 -14 years service	4.6 per eighty hours worked
15 - 20 years service	6.2 per eighty hours worked
20 - 24 years service	7.7 per eighty hours worked
Over 25 years of service	9.3 per eighty hours worked

3. Any full-time employee granted vacation leave who renders service other than forty hours per week as described above and who is in active pay status in a bi-weekly pay period, shall accrue a number of hours of vacation leave during each such pay period that bears the same ratio as the number of hours which is accepted as full-time for them, bears to eighty (80) hours.
4. Upon separation from employment an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and

unused vacation leave to his/her credit at the time of separation.

5. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so effected shall be granted an additional vacation day.

Section D

If the Employer cancels an employee's scheduled vacation or denies an employee's request for vacation because of operational needs, The employee may apply for the conversion of up to eighty (80) hours of his/her unused vacation leave earned the calendar year just preceding the current year. Application for such conversion must be completed and submitted for approval prior to December 15th of each year. An employee not exercising this option on or before December 15th will automatically have the hours carried forward and accumulated in accordance with paragraph B above. The Employer and the Union agree that vacation is a benefit to employees for rest and recreation and that vacation requests shall not be unreasonably denied.

Section E

Vacation pay for a week or more will be paid in advance of the vacation if a written request is made by the employee at least three (3) weeks or more before the regular pay date. Vacation pay may be included in the regular pay check.

Section F

Employees shall earn vacation leave based on years of service with Lawrence County. Credit will also be given for service within the Ohio Civil Service System.

ARTICLE 26 - INSURANCE

Section A

The County shall make available to bargaining unit members who have completed their initial probationary period of one hundred and twenty (120) working days and their eligible dependents health hospitalization coverage and benefits as exist in the insurance plan as adopted and approved by the County. The County reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The contribution rates for employees and the County will be based upon the plan and rates adopted by the County for all employees covered by the County plan. The adopted plan and rates for the year 2009 are as set forth in Appendix B. Employees will not pay more than 25% of the premium rate in 2009 and 2010 and no more than 27% of the premium rate in 2011.

Section F

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

Section G

The employer agrees to pay seventy-six dollars and fifty cents (\$76.50) to the AFSCME Care Plan per month per employee effective December 1, 2006, and effective January 1, of each subsequent year thereafter. Said coverage is for Dental III, Prescription, Hearing Aid and Legal. This cost to the employer shall remain constant for the term of the contract.

ARTICLE 27 - WAGES

Section A

The wage scale shall be that reflected in Appendix A.

Bargaining Unit members shall not receive across-the-board increases for the life of this Agreement.

This Collective Bargaining Agreement covers salaried employees, as such employees are not entitled to overtime payments.

Section B

Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2 ½%) of the classification salary rate to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (½%) of his classification salary rate, to the nearest whole cent, for each additional year up to twenty (20) years of completed service. At twenty (20) years of service and each year thereafter, the employee shall receive an annual adjustment equivalent to one percent (1%) of his/her classification salary rate to the nearest whole cent.

The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee, nor by any change in pay range for his/her class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.

Section C

Retirement shall constitute a break in service in regard to longevity pay supplements should the retiree be rehired with the County. The employee's service time shall begin with the most recent hire date.

Section D

The Dog Warden shall continue to have four percent (4%) of the employee's share of the OPERS contribution picked-up by the Employer.

Effective January 1, 2011, the Employer agrees to pick up three and one-half percent (3.5%) of each employee's OPERS contribution.

Section E

The Employer agrees to pay three dollars (\$3.00) per animal euthanized by the Lawrence County Dog Warden.

ARTICLE 28 - NO STRIKE - NO LOCKOUT

- A. The Lawrence County Commissioners and the Union agree that the orderly and peaceful operations of the County can only be achieved by uninterrupted operations of each County Department.
- B. Management and the Union agree that each party is responsible for maintaining the uninterrupted operation of each County Department and its services to the citizens of Lawrence County. Whenever a dispute over the terms of this Agreement occurs, both parties agree to use the grievance procedure as contained in this Agreement to resolve these disputes.
- C. In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the Union agrees that neither the Union, its officers, or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from positions, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provision of this Article may be cause for disciplinary action including discharge.
- D. No lockout shall be instituted by the Employer during the life of this Agreement provided Section C of this Article is not violated by bargaining unit members or the Union.

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

ARTICLE 29 - P.E.O.P.L.E.

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

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

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

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

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

ARTICLE 30 - CONTRACT DURATION

Section A

This collective bargaining agreement shall remain in full force and effect from January 1, 2011 to December 31, 2013 inclusive.

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

Discussions will begin no later than sixty (60) days prior to the expiration date of this

Agreement.

Section B

The date, time, place and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

Section C

This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

This Agreement shall be binding on any and all successor and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise, The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

ARTICLE 31 - EXECUTION OF AGREEMENT

Section A

The undersigned, being the duly authorized representatives of the Lawrence County Commissioners, and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), and Local 3319C, AFSCME, AFL-CIO, do hereby set forth their signatures to evidence their agreement to and acceptance of the terms and provisions of this Agreement, being effective as set forth in the Duration Article. This Agreement being effective and binding upon execution of all necessary signatures.

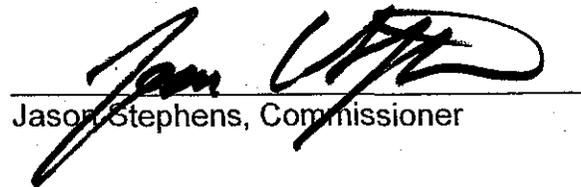
This Agreement is hereby executed on this 25th day of October, 2010.

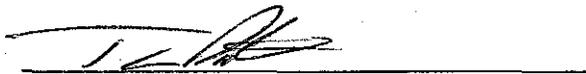
Date Signed: 10/25/10

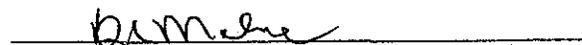
FOR THE UNION:

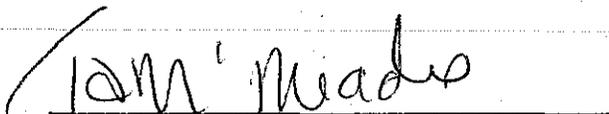
FOR THE LAWRENCE COUNTY
BOARD OF COMMISSIONERS:


Sandra Shonborn, AFSCME Rep


Jason Stephens, Commissioner


Tim Porter, Negotiator


Doug Malone, Commissioner


Tammy Meade


Les Boggs, Commissioner