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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, AFL-CIO
AND LOCAL #3319-D

Effective: January 1, 2012 to December 31, 2014

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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 3319-D, 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Therefore, all proposals, counter-proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.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 Employer recognizes the Union as the sole and exclusive representative for the bargaining unit pursuant to SERB case number 01 -REP-04-0097.

Included: All employees of the Lawrence County Commissioners, including all service, maintenance, technical and clerical employees, Assistant Dog Warden, Clerk, County Utility Position, Custodian, Maintenance 1 and 2, Shelter Clerk/Computer Technician, Pound Keeper and Receptionist.

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

Upon approval by Ohio Council 8 and SERB the aforementioned changes will take affect:

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 eligible for membership, provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be transmitted to Ohio Council 8, 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. the check-off authorization and 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) day period 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 or from the effective date of this Agreement one hundred and 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 Chairperson, Vice-Chair and two stewards. The stewards, Chapter Chair and 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 stewards, Chapter Chair and Vice-Chair prior to their acting in such capacity.

Section B

Each steward 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.

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

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 visit to the premises of the Employer shall be limited to a maximum of two (2).

The Union also agrees that officials of the Union, non-employee or employee, may interrupt the normal work duties of other employees with prior approval of the

employees' supervisor to conduct Union business; such approval shall not be unreasonably denied.

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-work 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 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 shall be permitted to engage in political activity of a partisan nature.

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

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

1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2) Direct, supervise, evaluate, or hire employees;

3) Maintain and improve the efficiency and effectiveness of governmental operations;

4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6) Determine the adequacy of the work force;

7) Determine the overall mission of the Employer as a unit of government;

8) Effectively manage the work force;

9) take actions to carry out the mission of the public employer as a governmental unit.

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 two (2) 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 PROCEDURE

Section 1

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 2 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 the grievance with the immediate supervisor, or designee. Upon receipt of the grievance, a meeting shall be held

between the grievant, the immediate supervisor, or his designee, with a Union steward present, if requested by grievant.

The Supervisor, or designee, shall provide a written response to the grievant and the Union Chairperson within five (5) working days of the conclusion of the meeting.

B. Step Two (Second Step)

If the response is unsatisfactory at the Step I level the Union may appeal the grievance to Step II.

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

C. Step Three (Mediation)

1. If the County Commissioners' response in step two is not satisfactory or not timely the grievance shall go to step three mediation. The selection procedure for the Mediator shall be in accordance with the procedure outlined in Step 4, subsection D(1), of this Agreement.

2. The conduct of the Step Four Mediation hearing shall be in accordance with, subsections A and B, of the mediation process.

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.

D. Step Four (Arbitration)

1. If the grievance is not satisfactorily settled at Step Two or Step Three, 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 within twenty (20) working days of receipt of the list select an arbitrator. 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.

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 standard 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.

   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 members' separation from the Board's payroll, the amount so awarded shall be less any unemployment or other compensation as determined by the arbitrator and shall not include the assumption the bargaining unit member would have worked overtime

unless records indicate that overtime was available for that classification during the period of separation from the payroll.

Section 3 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, however, grievances concerning wages or insurances may be introduced directly at Step 2. For those grievances introduced directly at Step 2, the time limitations within which a grievance must be brought as set forth in Step 1 shall apply.

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 3 or 4, 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 three 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 three 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.

   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 working days in length. Employees serving the initial probationary period shall not be eligible for posted positions until they have successfully completed the 120 working days initial probationary period.

After the first half of the probationary period and before the end of the probationary period, the appointing authority or designee may terminate employment without appeal or grievance.

Part-time employees shall serve an initial 960 hour probationary period.

Section B

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

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

Section C

Newly hired and newly promoted personnel will be provided training on the job by management staff who will attempt to make training uniform and will provide a survey to trained employees to aid in improving future training. Specified training of employees by any other employee shall be considered part of that assigned employee's duties only if said employee has received the specialized training.

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

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

Section D

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

1. 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 date 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 K.

   b. Classification seniority shall be determined by the date the bargaining unit member began regular employment in his/her current clarification, 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 district within three (3) months 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:

1. The Employer shall post a notice of the existence of a vacancy.

2. 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.

3. This notice shall be posted for seven (7) working days, including the date it was first posted.

4. The notice shall contain the following:
   a. job title;
   b. qualifications;
   c. rate of pay;
   d. brief summary of duties;
   e. when the position is available; and
   f. deadline for the application.

5. Applications must be filed during the posting period and must meet the essential qualifications to be considered. Extraordinary circumstances, i.e., an employee being on vacation, will be acknowledged by the Employer for application purposes and shall have three (3) working days after return to duty to apply on a vacancy.

Section C

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

1. Individual qualifications of the applicant;

2. Ability to meet requirements of the position available;

3. Ability to perform the essential functions of the position;

4. If two or more applicants are equally qualified, then the most senior applicant will be awarded the position.

5. If there are no successful applicants following the above criteria the vacancy shall be posted in the remaining bargaining unit department. In considering candidates for the position, the above criteria 1 through 3 will be used in the selection process with the employee possessing the most County seniority prevailing.

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

Section D

The Employer agrees to make every effort to promote senior employees in consideration of 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 quality 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 have no probationary period.

ARTICLE 13 - TEMPORARY ASSIGNMENTS

1. Management has the unqualified right to temporarily assign bargaining unit members to perform work or duties of another position.

    a. The temporary assignments will only be offered to qualified bargaining unit members

    b. Bargaining unit members assigned temporary duties for more then one (1) hour will be compensated at the highest rate of pay; their regular rate of pay fi assigned to a lower rated position.

2. Management agrees temporary assignments that extend more than thirty (30) 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.

3. It is understood that part-time employees may be assigned to any position of the bargaining unit to gain experience and cross-training to become eligible for full-time positions.

4. Part-time employees may bid and be awarded temporary full-time positions if no qualified full-time employee desires the temporary position.

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 which the County has descriptions.

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 does not refer to those tasks required to complete specific duties outlined under job descriptions.

   It is agreed and understood that the Employer shall have the right to revise and/or initiate 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 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 shall receive the higher rate.

ARTICLE 16 - WORK SCHEDULES

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. Part-time employees shall work thirty-five (35) or less hours per week.

Section C

The lunch period and the break periods may be scheduled at the discretion of the employee upon approval of the supervisor. Normally lunch breaks will be scheduled between 11:00 am and five hours after starting time.

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. Break periods may

not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees work beyond their regular quitting time the Employer shall provide each employee with an additional rest break after the employee has worked two (2) hours past quitting time.

Section D

Flex time shall be made available to all employees. 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. Any needed modifications shall be assigned to the least senior employee who will meet the operational requirements of the unit, but shall not be applied arbitrarily or capriciously.

Normal work hours, Monday through Friday, are:

Dog Warden: 8:00 a.m. - 4:00 p.m.

Courthouse:

7:00 a.m. - 3:00 p.m.
8:00 a.m. - 4:00 p.m.
12:00 p.m. - 8:00 p.m.
3:00 p.m. - 11:00 p.m.

The reporting of absences will be no later than 9:00 a.m. or earlier if possible.

All absences must be reported by the employee to their respective supervisor. 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.

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

Section E

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 absence or late arrival if authorized.

Section F

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 - OVERTIME

Section A

The purpose of the Article is to provide the basis for the calculation of and the payment for overtime and allowed time as provided in this Agreement.

Section B Definition of Terms:

1. The payroll week shall consist of seven (7) consecutive days beginning with Monday at 12:01 am or the nearest starting thereto.

2. Holidays, as enumerated in the holidays article, consist of twenty-four (24) consecutive hours beginning at 12:01 am or the next starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded as the holiday and applicable holiday premium shall be paid for Friday instead of Saturday. Hours worked on Saturday holidays, which were observed on Friday, will be paid at straight time.

3. The regular rate of pay, as the term is used in the holiday shall mean the hourly rate in which the employee would have received for the work had it been performed during non-overtime hours.

4. The workday for the purpose of this Article is the twenty-four (24) hour period beginning with the time the employee is scheduled to work.

5. Overtime rate means one and one-half (1 ½) times the regular rate of pay.

Section C Conditions Under which Overtime Rate shall be Paid:

1. Overtime at the rate of one and one-half (1½) times the regular rate of pay shall be paid to an employee for hours worked in excess of forty (40) hours in a payroll week.

2. The Employer shall attempt an equitable distribution of overtime among employees within established classification groups. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

3. The Employer shall maintain an overtime roster by department by classification groups which shall show employees by name and classification and reflect the hours of overtime worked, and shall be posted at their current locations in each building and updated monthly. Balance will return to zero annually on the effective date of contract.

4. Employer shall establish an overtime roster of bargaining unit employees who fall in one of the following classification groups:

   Dog Warden:
   - Assistant Dog Warden
   - Pound Keeper
   - Shelter Clerk/Computer Technician

   Courthouse:
   - Maintenance
   - County Utility
   - Custodial
   - Receptionist

5. If it is determined that overtime has not been equitably distributed, the employee adversely affected shall be given the next available overtime until the overtime has been equalized.

6. For the purpose of calculating overtime, any time spent in paid status, such as sick days, holiday, vacation, etc., shall be counted as hours worked during the work week.

7. There will be mandatory overtime only where necessary to fulfill operational requirements determined by the reasonable discretion of the Employer.

   In instances of mandatory overtime, the employees with the greatest classification seniority in the group will be offered first chance to reject, continuing through the group.

The option of refusing is also dependent upon the number of employees in that classification required to fill the operational needs of the work to be performed.

8. Full-time employees will be offered overtime prior to part-time employees.

Section D Non-Duplication

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

Section E Conditions Pertaining to Allowed Time:

1. Employees who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available for two (2) hours at their standard rate of pay. The supervisor may, at his/her discretion, assign the employees to work other than their normal duties for this two (2) hour period. Each employee has the right to refuse said work, but shall forfeit the reporting pay by this refusal.

2. An employee injured on the job shall be paid for all hours of work that day at his/her standard hourly rate.

3. In the event that strikes or work stoppages in connection with labor disputes involving members of the bargaining unit occur, paragraph E-1 of this section does not apply.

Section F Compensatory Time

1. The County may provide compensatory time off in lieu of monetary overtime compensation, at a rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.

2. Employees may accrue up to 240 hours of compensatory time (or 160 hours of actual overtime work). Thereafter overtime will be paid at the rate in cash.

3. The employee is permitted to make his/her choice (overtime pay or compensatory time off) known to the Employer not later than the end of the workweek in which overtime was earned.

4. Upon termination of employment, an employee will be paid for unused compensatory time at the rate of pay they are presently earning.

5. If an employee wishes to use compensatory time off, it shall be at a time consistent with the operating needs of the Employer, and only with prior approval of the supervisor or designee.

Section G

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

Section H

Overtime must be authorized in advance by the supervisor or departmental protocol.

Section I

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

ARTICLE 18 - LAYOFF AND RECALL

Section A

In the event of a reduction of the working force by reason of shortage of funds, lack of work, or an emergency situation 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.

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 lay off all intermittent, casual, seasonal and probationary employees, who are performing duties of the classification from which the Employer intends to lay off.

Section D

Prior to the effective date of layoffs, the Employer's designee shall prepare and fax to the Union 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. A statement advising the employee of his/her rights of reinstatement from the layoff.

Section E

For the classifications in which the layoffs occur, the Board designee shall prepare a reinstatement list and the names of all employees laid off in the reverse order of layoff. Reinstatement shall be from this list before any new employees are hired in that classification.

Section F

The employee's name shall remain on the appropriate list for a period of eighteen months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all seniority. 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 classification, but shall retain seniority rights as described above.

Section G

The first person laid off from the affected classification(s) will be the employee in that classification with the least department seniority.

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

Section H

The Employer will recall employees by sending notice of recall by regular U.S. mail with copy to Union President and faxing copy to the Athens Regional Office (740) 797-9712. The fourteen (14) day period shall begin upon the mailing of the letter. 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.

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

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

Section I

Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. An employee must respond in writing within 48 hours of receipt of notification of recall. Any employee who declines reinstatement shall be removed from the reinstatement name list.

Section J

For purposes of performing seasonal or occasional work, i.e., part-time cutting of grass, cleanup, 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 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.

Section K

The department classification series is set forth as follows, in descending order from highest to lowest:

Dog Warden Department:

Assistant Dog Warden
Pound Keeper
Shelter Clerk/Computer Technician

Courthouse Department:

Maintenance Unit:
- Maintenance II
- Maintenance I
- Custodian
- County Utility Position

Clerical Unit:
- Receptionist

ARTICLE 19 - 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 2 only.

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

Section D

Corrective action beyond verbal and written reprimands are subject to appeal through the grievance procedure starting at Step 2, including final and binding arbitration.

Section E

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

The Employer shall provide written notice of the hearing seventy-two (72) hours in advance 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, a steward, Chapter Chairperson, or a non-employee staff representative.

The Union steward 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 20 - 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.

A cellular phone will be furnished to the Assistant Dog Warden who will not use the phone for personal reasons, except in cases of emergency, and who will make a reasonable effort to limit incoming calls. The County will choose the cellular phone service providers.

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

Section C

The Employer will provide vaccinations for TB, flu, and Hepatitis B at the Employer's expense through the Health Department.

In addition to the above provided vaccinations, employees in the classifications of maintenance will also be provided with tetanus vaccinations when needed.

In addition to the above provided vaccinations, rabies vaccine will also be provided to employees of the dog warden department.

ARTICLE 21 - MISCELLANEOUS

Section A

This contract shall be completed with at least ten (10) original documents for signature, with the Union receiving five (5) signed originals and the Employer receiving at least five (5) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

Section B

Employees may receive up to $45.00 per day for meals when attending meetings, workshops, and training sessions that are held outside of Lawrence county, and are required and/or authorized by the County. Employees must submit receipts to obtain reimbursement.

Section C

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

Section D

A bargaining unit member will be entitled to have their prior service with the state or any political subdivision of the state counted as service for the purpose of computing the amount of their vacation leave.

Section E

The Employer agrees to provide one (1) set of quality Walkie Talkies for the maintenance employees.

Section F

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

Section G

The Employer shall issue a check in the amount of $250.00 for a clothing and boot allowance to each Bargaining Unit employee. Employees shall receive the clothing check the first pay in April each year of the Agreement.

Section H

Employees who obtain certification/license to euthanize animals shall receive $1,000.00 in April of each year of the Agreement to maintain said license.

ARTICLE 22 - 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 excused from service early will be required to return to work. Employees that work the 2nd shift shall be excused from work for all hors spent in Court leave. Employees that work the 3rd shift (starting between the hours of 10 pm - 11:59 pm) shall not be required to work the shift prior to reporting for jury or witness duty; however, if they are dismissed without serving, they will be required to use vacation, personal, or compensatory time leave for the balance or time they did not serve.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio 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 five (5) 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.

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 thirty dollars ($30.00) per day for each personal leave 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 hour increments.

D. Sick Leave

1. Full-time employees in the County shall earn sick leave at the rate of four and six-tenths (4 6/10) hours for each eighty (80) hours of work completed service. Part-time employees shall earn 2.3 hours sick leave for each eighty (80) hours of 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 Bereavement 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.

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

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.

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

ARTICLE 23 - LEAVE OF ABSENCE

Section A

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.

With the exception of maternity leave, employees on approved leave shall be returned to his/her position and shall replace the least senior position holder. If the employee does not possess the seniority to return to his/her former position, he/she shall be

permitted to exercise his/her rights under Article 15 H. 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. Approved course of study related to work performed.
2. 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. Persons returning from maternity leave shall be returned to the same or similar position upon return.

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

Three (3) 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 sick leave for the following 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© (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 leave the employee will 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 share of health insurance premium. The employees must make arrangements for payments 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 24 - SICK LEAVE CONVERSION

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

In the event of the death of an employee, all accumulated sick leave shall be paid-to the surviving spouse or 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 25 - HOLIDAYS

Section A

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

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

Section E

Part-time employees are not entitled to holiday pay.

Part-time employees shall receive pay for all hours actually worked on the holiday at time and one-half their regular rate of pay.

ARTICLE 26 - VACATIONS

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 any 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.

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

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

1. All vacation time must be approved by the employee's supervisor and reported to the Lawrence County Administrator 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.

2. All permanent eight hour per day 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 YEAR OF SERVICE -- (26 bi-weekly pay period(s)) - 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-FIVE (25) 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.

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

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

3. Any full-time employees granted vacation leave who render service other than forty hours per week as described above and who are 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.

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 fifty percent (50%) 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 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.

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

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.

F. Part-time employees shall receive thirty-six (36) hours of paid vacation time each year.

ARTICLE 27 - INSURANCE

Section A

It is agreed that the Employer will continue to provide to full-time employees that insurance selected by the County Commissioners. It is agreed that the Employer shall provide the insurance plan at a 75%-Employer/25%-Employee split in the premium costs. Employees shall receive the same coverage and benefits as provided to other County employees under the County Plan. The County Plan shall include a prescription drug plan. If there is no vision coverage in the County Plan, the Employer will add the Vision II coverage under the AFSCME Care Plan.

Section B

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

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

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

Section C

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

Section D

The Employer agrees to pay $54.50 per month per each bargaining unit employee towards the cost for the coverage provided by the AFSCME Care Plan. Said coverage is for Dental IIA, Prescriptions, Hearing and Legal Plan. This cost shall remain constant for the term of the Contract.

ARTICLE 28 - WAGES

Section A

The wage scale shall be that reflected in Appendix A.

Any incumbent assigned a higher hourly wage than that assigned by Appendix "A" shall in no way diminish the salary of the incumbent.

Section B

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

Section C Longevity Allowance

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 per cent (2½%) 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 of qualified employment.

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 D PERS

The Employer shall continue to pick-up 4% of the employee's share of OPERS.

Section E

A newly hired employee shall receive the probationary rate of pay outlined in Appendix A. Once an employee completes his/her initial probationary period he/she shall then receive the full rate of pay for his/her respective position as outlined in Appendix A.

ARTICLE 29 - 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 30 - CONTRACTING OUT

A. The Employer shall have the right to contract out work provided that no bargaining unit employee is laid off, reduced in pay, displaced, or demoted. The Employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining unit employees will be contracted out.

B. The Employer shall not hire more than four (4) part-time employees at the Courthouse and no more than four (4) part-time employees at the Dog Shelter.

ARTICLE 31 - 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 32 - DURATION

Section A

This collective bargaining agreement shall remain in full force and effect from January 1, 2012 to December 31, 2014 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.

ARTICLE 33 - 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 3319D, 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.

Signed on this _____day of _____ 2012.

FOR THE EMPLOYER	FOR THE UNION
_____	_____
Les Boggs, Commissioner	Vince Sheridan, Committee
_____	_____
Bill Pratt, Commissioner	Adam Clark, Committee
_____	_____
Freddie Hayes, Jr., Commissioner	Roger Holstein, Committee
_____	_____
Scott Evans, Consultant	Ronnie Hatfield, Committee
	_____
	Sandra S. Shonborn, AFSCME OC8

APPENDIX A

Wage Rates for Years January 1, 2012 — January 1, 2014
Lawrence County Local 3319-D

2012:

Classification	Probationary	After Probation
Assistant Dog Warden	$11.07	$12.40
Pound Keeper	$10.95	$11.95
Maintenance 2	$13.01	$14.59
Maintenance 1	$12.24	$13.73
Custodian	$9.90	$11.07
Receptionist	$9.54	$10.67
Shelter Clerk/Computer Technician	$9.54	$10.67
County Utility	$9.28	$10.41

APPENDIX A

Wage Rates for Years January 1, 2012 — January 1, 2014
Lawrence County Local 3319-D

2013:

Classification	Probationary	After Probation
Assistant Dog Warden	$11.27	$12.60
Pound Keeper	$11.15	$12.15
Maintenance 2	$13.31	$14.89
Maintenance 1	$12.54	$14.03
Custodian	$10.20	$11.37
Receptionist	$9.84	$10.97
Shelter Clerk/Computer Technician	$9.84	$10.97
County Utility	$9.58	$10.71

APPENDIX A

Wage Rates for Years January 1, 2012 — January 1, 2014
Lawrence County Local 3319-D

2014:

Classification	Probationary	After Probation
Assistant Dog Warden	$11.47	$12.80
Pound Keeper	$11.35	$12.35
Maintenance 2	$13.61	$15.19
Maintenance 1	$12.84	$14.33
Custodian	$10.50	$11.67
Receptionist	$10.14	$11.27
Shelter Clerk/Computer Technician	$10.14	$11.27
County Utility	$9.88	$11.01