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03/01/2013

AGREEMENT BETWEEN

**THE LAWRENCE COUNTY UNION-ROME TOWNSHIP SUB-SEWER DISTRICT
AND THE LAWRENCE COUNTY COMMISSIONERS**

- AND -

**OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO AND AFSCME LOCAL #809 (1)**

Effective June 1, 2012 through May 31, 2015

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ARTICLE 1 PREAMBLE

SECTION A. This document represents an Agreement between the Lawrence County Union Rome Township Sub Sewer District, and the Lawrence County Commissioners, hereinafter referred to as the Employer, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, and Local 3319A, 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Therefore, all proposals, counter proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.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. The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statues of the State of Ohio and of federal law and regulations, and are therefore enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such 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: 90-REP-06-0130.

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

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

ARTICLE 3 UNION SECURITY

SECTION 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, 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 dues deduction upon:

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

SECTION 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 effective sixty (60) days from the effective date of this Agreement or sixty (60) 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 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 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 one steward and one (1) alternate. The stewards (or alternates) may represent the Union or Union members in matters set forth in this Agreement. The Union agrees to notify the Employer in writing of the name of the steward and alternate prior to their acting in such capacity.

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

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

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

SECTION 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 no official of the Union (non-employee or employee) shall interfere, interrupt, or disrupt the normal work duties of other employees without prior

approval of the employee's supervisor to conduct Union business provided such approval shall not be unreasonably denied.

SECTION 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 on-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 one bulletin board in the main building for use solely by the Union, to be placed in a mutually agreeable location for the posting of Union material and literature.

SECTION 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.

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, or disability.

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

- 1) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees.
- 2) To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
- 3) To determine the Sewer District's goals, objective, programs, and services, and to utilize personnel in a manner designated to effectively and efficiently meet these purposes.
- 4) To determine the size and composition of the work force and the Sewer District's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs.
- 5) To determine the hours of work and work schedules, and to establish the necessary work rules for all employees, excepting those provisions specifically set forth within this Agreement.
- 6) To determine when a job vacancy exists, the duties to be included in all job descriptions and the standards of quality and performance to be maintained.
- 7) To determine the necessity to schedule overtime and the amount required thereof.
- 8) To determine the Sewer District's budget and uses thereof.
- 9) To maintain the security of records and other pertinent information.
- 10) To determine and implement necessary actions in emergency situations.

SECTION 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 UNIFORMS

SECTION A. The Employer agrees to main the current practice of providing uniforms to employees at no cost to the employee. The Employer shall pay up to two hundred dollars (\$200.00) per employee per year towards the purchase of safety shoes for line maintenance, plant maintenance and operator personnel or employees who come in contact with sewage. Employees shall receive a separate check for Shoe Allowance upon receipt being provided.

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

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

ARTICLE 8 CONTRACTING/SUBCONTRACTING

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

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

SECTION B. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

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

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

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

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

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

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

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

SECTION D. Prior to submitting a grievance to the first step of the grievance procedure, the employee shall first attempt to resolve the grievance informally through

an oral discussion with his immediate supervisor, with or without Union representation, pursuant to Section C above.

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

STEP 1: The grievant shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance, to file the grievance with the Supervisor. Upon receipt of the grievance, a meeting shall be held between the grievant, the steward, and the Supervisor. The Supervisor shall provide a written response to the grievant and the steward within five (5) working days of the meeting.

STEP 2: If the answer of the Supervisor is not satisfactory or is not timely, the grievant with the Union may appeal the answer of the Supervisor to the Director within five (5) working days of the date the answer was received or should have been received.

The grievance shall be considered at the meeting of the joint grievance committee (which shall consist of the Local President, and one (1) employee designee of the Union), and the Director and/or his designated representatives. The meeting shall be scheduled by the Employer not less than five (5) or more than ten (10) days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Director or his designee shall give a written answer to the Local President and the employee within five (5) workdays of the meeting.

STEP 3: If the grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the County Commissioners within five (5) working days after receiving the Step 2 answer through the Administration. The County Commissioners or their designee shall meet with the grievance committee and the staff representative of Ohio Council 8, AFSCME, as soon as possible, but not later than fifteen (15) work days from the time the grievance is appealed to Step 3 of the grievance procedure, and shall respond in writing within ten (10) days after the meeting if the grievance is not settled at said meeting.

STEP 4: If the grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) work days, submit the grievance to mediation. The parties shall use FMCS mediators and follow FMCS guidelines. The recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

STEP 5: If the grievance is not satisfactorily settled at Step 3, the Union, may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. Upon notification to the Director of its intent to arbitrate the grievance, the Union shall submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The parties shall meet upon receipt of the list to select an

arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator.

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

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

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

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

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

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

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

SECTION G. All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the employee(s).

Provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

ARTICLE 10 PROBATIONARY PERIODS

SECTION A. All newly hired employees shall serve a probationary period of 120 work days in length.

After the first half (60 work days) of the probationary period and before the end of the probationary period, the Agency 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 may be returned to their former position during the probationary period.

SECTION C. A formal probationary performance evaluation may be conducted prior to the midpoint and prior to the end of the probationary period of both newly hired and newly promoted personnel.

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

ARTICLE 11 SENIORITY

SECTION A. Beginning April 1, 1999, for the purpose of this Agreement, the term "seniority" means the length of continuous service within the bargaining unit. Employees hired before April 1, 1999 shall have all time with Lawrence County grandfathered in as continuous service.

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

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

SECTION D. The following will be considered breaks in continuous service if an employee:

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

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

ARTICLE 12 JOB POSTING/BIDDING AND TRANSFER PROCEDURE

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

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

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

SECTION C. The Employer will make every effort to promote senior employees. An employee who is awarded a promotional vacancy will be given a ninety (90) calendar day trial period and adequate supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the ninety-first (91st) calendar day in the position; and the vacant position will then be reposted for bid.

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

ARTICLE 13 TEMPORARY ASSIGNMENTS

- A) The Employer shall have the right to temporarily assign employees to other buildings, work locations and classification positions.
- B) Such temporary assignment shall not exceed thirty (30) calendar days, except for an employee filling in for an employee on light duty, but not to exceed ninety calendar days.
- C) Employees assigned shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employee(s) desire(s) the temporary transfer, the least classification senior employee shall be temporarily assigned.
- D) Employees who are assigned to a higher-rated classification shall receive the wage rate of the higher rated position. Employees who are assigned to a lower-rated classification shall retain the rate of pay of their regular classification.
- E) Any bargaining unit employee assigned to temporarily fill a management position shall be paid at that management employee's wage rate for the length of the assignment.

ARTICLE 14 BARGAINING UNIT WORK

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

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

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

SECTION B.

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

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

SUPERVISORY WORK

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

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

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

ARTICLE 15 WORK RULES

SECTION 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 work rules with respect to the conduct of its employees.

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

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

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

SECTION C. The Employer may, at its discretion, permit employees to attend training opportunities and/or classes that would enhance the employee's position. The employee shall submit the course description and registration form to the Administrator for written approval. Upon written approval, the Administrator will provide payment for the course. If the employee's job requires a CDL License, he/she will have six months from the date of hire to obtain the CDL license. If Union Rome Sewer pays the employee to attend truck driving school and they obtain a CDL License, they shall commit to working for Union Rome Sewer for two years, if the employee quits within the two years he/she shall reimburse Union Rome Sewer the cost of the training.

Any employee who has previously completed CDL training during the life of this Contract, per the requirements identified above, and has successfully obtained his/her CDL shall be reimbursed the cost of the training by the employer. Any current employee who does not have the required CDL license as referenced above shall have until June 1, 2013 to obtain a CDL license or they shall be terminated.

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

SECTION E. No more than one (1) employee shall be released for classes during normal working hours from the Clerical employees, no more than one (1) employee from the Line Maintenance employees, no more than one (1) Plant Operator and no more than one (1) Lab Technician. No more than two (2) employees at any one time shall be released for training and/or classes during normal working hours.

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

SECTION G. If the employee should sever employment with the Employer, the Employer shall be permitted to withhold any and all monies owed for course repayment

from the employee's final paycheck and/or any severance pay to which the employee would otherwise be entitled.

SECTION H. The parties recognize the importance of administering rules to alleviate the costs of worker's compensation; and therefore, agree to abide by all policies currently in force or adopted hereafter concerning issues affecting worker's compensation premiums including, but not limited to, drug testing policies, requirements of use of sick leave for injured employees, and requirements of temporary or extended temporary placement in other placements funded by the County. The Union recognizes that temporary placement may occur in a position outside those contained in the bargaining unit, and/or may require employees outside the bargaining unit to have temporary placement in a position currently covered by the bargaining unit. In such cases, employees shall be covered by the Collective Bargaining Agreement covering their regular position. The parties agree that any conflict between this section and any other section of the within Agreement shall be resolved in favor of this section. Union-Rome Sewer District Employees shall be placed at the Union-Rome District, if possible. Should any person placed within Union-Rome Sewer District as a result of this section becomes injured, the County shall internally allocate such additional worker's compensation claim arising therefrom to a unit or fund other than Union-Rome Sewer District. It is further agreed that injured Union-Rome Sewer District Employees shall not be displaced by outside employees pursuant to this section.

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

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

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

SECTION C. All bargaining unit members employed by the Union-Rome Subsewer District shall be paid a total of twenty-six (26) pays with pay on every other Friday.

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

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

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

OVERTIME

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

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

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

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

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

The following guidelines shall apply to call-outs:

- 1) When the district contracts home owners to get directions, it will at that time inform a customer that someone needs to be home to sign work order.
- 2) The employee is required to have the customer or occupant sign the work order, if obtainable.
- 3) If a customer is unavailable to sign the work order, the employee on-call shall place a sticker provided by the Employer on the inside home door (if possible). If the outside door is locked then the employee shall place the sticker on the outside door.
- 4) Check list for call-outs:

Broken lines - check out situation, report to line foreman for man power (no more than three (3)).
Red light - on report out.
Backing up in Premises - report out.
Rain events - report out.
Grinder pump slow running - light not on, breaker on - report out.
Septic system - don't report out.
No light on/sewer running over - check with home owner to see if breaker is off, if breaker is on report out.
Slow running drain - don't report out.
Drywall - don't report out.
Sewer odors - direct home owner to fill traps/don't report out.
(All instances where employees don't report out on-call, the reports will be checked out during normal work hours the next day.)

There will be a random survey to customers to evaluate services.

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

ARTICLE 17 COMMERCIAL DRIVER'S LICENSE

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

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

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

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

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

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

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

Should the temporary full-time position result in a permanent full-time position, the employee holding the temporary position shall be reclassified to "permanent full-time". The probationary period shall be waived if applicable (if time served is 90 days or more). Seniority in the classification shall be retroactive to date of hire.

Any bargaining unit employee who has a Commercial Driver's License as a mandated function of their job duties shall receive:

\$1.20 per hour, provided however, no employee shall receive both a CDL license pay under this Article and a license pay set forth in Article 27.

ARTICLE 18 LAYOFF AND RECALL

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

SECTION B. REDUCTION. Whenever a reduction in the work force occurs, the following sequential order of reduction will be implemented:

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

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

twenty-four month recall period shall become effective as of February 1, 2002, and continue forward.

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

ARTICLE 19 CORRECTIVE ACTION

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

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

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

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

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

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

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

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

Bargaining Unit employees have the right to present evidence and have disciplinary actions adjusted without the intervention of the bargaining representatives of the Union, as long as adjustment is non inconsistent with the terms of this Agreement.

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

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

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

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, tools, equipment, and working methods for their employees.

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

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

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

Employees refusing to immunizations will be required to sign a release of responsibility wavier for each immunization or skin test. The waiver form shall be approved by the

Union. It is understood that employees have the option of individual choice of the full immunization, that will require no waiver signature.

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

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

SECTION C. The Employer agrees to pay all employees of the bargaining unit twenty-five cents (\$.25) per hour for daily bacterial exposure.

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

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

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

ARTICLE 21 PAID LEAVES

SECTION A. Thirty-two (32) hours per year with pay may be taken off work for personal reasons unrelated to sick leave. This leave is not cumulative. No more than one person from each department will be permitted to use said leave at the same time. Said leave to be used in one hour increments.

SECTION B.

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

SECTION C. An employee of the Department who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or a member of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty not to exceed thirty-one (31) days in any calendar year.

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

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

ARTICLE 22 LEAVES OF ABSENCE

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

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

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

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

Maternity leave without pay will be granted for up to six (6) months upon submission of appropriate physician's statements.

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

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

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

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

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

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

SECTION E. 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, at no additional cost to the employee, the coverage of the group health insurance as called for in the insurance article of the contract for the first twelve (12) weeks on non-paid status.

At the end of this twelve (12) week 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 twelve (12) week coverage referred to above for any one employee for a total of twelve (12) weeks 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.

ARTICLE 23 SICK LEAVE

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

Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her

immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family.

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

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

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

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

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

DEFINITIONS:

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

ARTICLE 24
HOLIDAYS

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

New Year's Day	General Election Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	Employee's Birthday

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

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

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

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

ARTICLE 25
VACATION

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

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Less than 1 year	0 40 hours after six months
1 to 5 years	2 weeks (80 hours)
6 to 12 years	3 weeks (120 hours)
13 to 20 years	4 weeks (160 hours)
21 years to 24 years	5 weeks (200 hours)
25 years and up	6 weeks (240 hours)

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

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

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

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

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

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

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

SECTION E. Vacation pay for a week or more will be paid in advance of the vacation if a written request for same 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.

ARTICLE 26 HEALTH INSURANCE

SECTION A. The County shall make available to bargaining unit members and their eligible dependents health hospitalization coverage and benefits as exist in the insurance plan as adopted and approved by the County. The County reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The contribution rates for employees and the County will be based upon the plan and rates adopted by the County for all employees covered by the County plan. The adopted plan and three year rates shall be set forth in Appendix B.

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

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

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

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

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

ARTICLE 27 WAGES

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

The wage rates shall be reflected in Appendix A.

Effective June 1, 2012, an across-the-board increase of \$2.00 per hour shall reflect 0% for all employees.

Effective June 1, 2013, an across-the-board increase shall reflect 0% for all employees.

Effective June 1, 2014, an across-the-board increase shall reflect 0% for all employees.

All employees shall receive a \$500.00 onetime lump sum payment for the first year of the agreement.

SECTION B. Longevity Allowance

Beginning on the first day of the pay period within which the employee completes five (5) years to total service with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half per cent (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 of qualified employment up to 20 years 1% for each year after 20.

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

SECTION D. As an incentive to employees to obtain licenses, any employee, whose position requires, who obtains and maintains a license shall be paid one dollar and fifty cents (\$1.50) per hour for the first license he/she obtains and an additional thirty cents (\$.30) per hour for each higher license obtained. No employee completely dedicated to secretarial duties shall be paid this incentive.

SECTION E. The Employer shall continue to pick-up ten (10%) percent of the employee's share of OPERS.

ARTICLE 28 NO STRIKE - NO LOCKOUT

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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 PEOPLE

PEOPLE Checkoff

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

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

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

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

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

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

ARTICLE 30 DURATION OF AGREEMENT

SECTION A. This Agreement shall be effective June 1, 2009 ~~2012~~, and shall remain in full force and effect until Midnight, May 31, 2012 ~~2015~~, inclusive, unless otherwise terminated as provided herein. The Agreement shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party of its desire to modify, amend, or terminate this Agreement. Written notice of such intent shall be given no earlier than ninety (90) calendar days prior to the expiration date nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within three (3) calendar weeks upon receiving such notice of intent.

ARTICLE 31 RETURN OF EQUIPMENT

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

SIGNATURE PAGE

This Agreement is hereby executed this 15 day of Feb, 2013.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

Freddie Haywood

[Signature]

Lisa Price

Gary W Arnold
10-6-8

APPENDIX A

SECTION A. The schedule set forth in Appendix A applies to Union-Rome Sewer District system.

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

The base pay for the first, second and third year of the Contract reflects a 0% increase for the life of this Agreement.

The base pay for the first year of the Contract reflects a \$2.00 per hour raise for the life of this Agreement, retroactive to June 1, 2012. The second and third years of the Contract reflect a 0% increase.

	Current			June 1, 2013
Lab Technician/ Payroll Clerk	\$15.19			\$17.19
Technician 1	\$14.95			\$16.95
Technician 2	\$15.24			\$17.24
Technician 3	\$15.51			\$17.51
Technician 4	\$15.81			\$17.81
Asst. Lab Tech/Verifier	\$10.98			\$12.98
Certified Plant Operator				
Plant Operator	\$12.59			\$14.59
Certified Plant Operator 1	\$13.14			\$15.14
Certified Plant Operator 2	\$13.41			\$15.41
Certified Plant Operator 3	\$13.71			\$15.71
Certified Plant Operator 4	\$13.99			\$15.99

	Current			June 1, 2013
Auto Mechanic/ Plant Maintenance	\$13.14			\$15.14
Collection System Maintenance	\$12.59			\$14.59
Collection System Maintenance 1	\$12.87			\$14.87
Collection System Maintenance 2	\$13.17			\$15.17
Computer Operator/ Billing Clerk	\$12.81			\$14.81
Computer Operator/ PO Clerk	\$12.59			\$14.59

Effective June 1, 2009, upon initial employment all employees shall be paid by implementing the following reductions to the salary schedule:

<u>Start</u>	<u>After 90 Days</u>	<u>After 6 Months</u>	<u>After 9 Months</u>	<u>After 12 Months</u>
\$1.50 below	\$1.25 below	\$1.00	\$.50 below	According to schedule

APPENDIX B

FAMILY

<u>Option</u>	<u>Price</u>	<u>EE Pays</u>
A	\$ 2,154.97	\$ (366.34)
B	\$ 1,997.63	\$ (209.00)

SINGLE

<u>Option</u>	<u>Price</u>	<u>EE Pays</u>
A	\$ 662.17	\$ (112.57)
B	\$ 613.82	\$ (64.22)

EMPLOYEE / SPOUSE

<u>Option</u>	<u>Price</u>	<u>EE Pays</u>
A	\$ 1,390.50	\$ (236.39)
B	\$ 1,288.97	\$ (134.86)

EMPLOYEE / CHILD

<u>Option</u>	<u>Price</u>	<u>EE Pays</u>
A	\$ 1,291.22	\$ (219.51)
B	\$ 1,196.94	\$ (125.23)

Buy out \$1,000 per year, County policy.

MEMORANDUM OF UNDERSTANDING

The parties mutually agree to meet and discuss changes in the hours, terms and conditions of employment if the Union Rome Sub-sewer District adds another package plant either through new construction or annexation or consolidation.

SIGNATURE PAGE

This Agreement is hereby executed this 15 day of Feb, 2013.

FOR THE EMPLOYER

W.E. P.H.

Freddie Hayes Sr

FOR THE UNION

Mona Ewert

[Signature]

Lisa Rice

Gary W Arnold
10-C-8