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3139-01

K# 29425

**AGREEMENT**

**BETWEEN**

**ATHENS-HOCKING JOINT SOLID WASTE DISTRICT**

**AND**

**AFSCME, OHIO COUNCIL 8, AFL-CIO,**

**AND**

**LOCAL 3050**

2013 APR -1 PM 3:42  
STATE EMPLOYMENT  
DIVISION

**Effective: November 8, 2012 through November 8, 2015**

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## **ARTICLE 1 PREAMBLE/PURPOSE**

SECTION 1.1. This collective bargaining agreement is entered into by and between the Athens-Hocking Joint Solid Waste District, hereinafter referred to as the "Employer," and Local 3050 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours, terms and other conditions of employment of all employees in the bargaining unit of the Agreement.

## **ARTICLE 2 UNION RECOGNITION**

SECTION 2.1: The Employer recognizes AFSCME Ohio Council 8 and Local 3050 as the sole and exclusive representative for all employees of the Athens-Hocking Joint Solid Waste District as certified with the State Employment Relations Board.

## **ARTICLE 3 DUES CHECK OFF AND UNION SECURITY**

SECTION 3.1. The Employer agrees to deduct union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts, twice monthly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to the AFSCME Ohio Council 8 Headquarters, 6800 North High Street, Columbus, Ohio 43085-2512, no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

SECTION 3.2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Employer, shall continue to remain members of the Union for the term of this Agreement without revocation.

SECTION 3.3. FAIR SHARE FEE. Effective on the date of this Agreement, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

No fair share fee deductions are to be made until written notice to begin said deductions is received from the Controller of AFSCME Ohio Council 8.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

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.

SECTION 3.4. The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this Article.

SECTION 3.5. The Employer agrees to provide to the Union a list of all bargaining unit employees that includes the following information: name, address, telephone number, date of hire, classification, pay rate, work location. This list will be provided at the execution of the Agreement and as change in status occurs. The Employer also agrees to provide the Union with names of employees who have left the bargaining unit or gone on a leave of absence.

## **ARTICLE 4 NON-DISCRIMINATION**

SECTION 4.1. There shall be no discrimination, harassment or pressure by the Employer or the Union, Ohio Council 8 or bargaining unit members against any employee on the basis of such employee's membership or non-membership in the Union or on account of race, color, creed, religion, sex, age, disability (as defined by the federal Americans with Disabilities Act).

## **ARTICLE 5 UNION BUSINESS AND RESPONSIBILITIES**

SECTION 5.1. Local Union Officials.

The Employer agrees to recognize the President of Local 3050 and two (2) Stewards for the purpose of conducting Union business.

SECTION 5.2. Roster of Officials.

The Union shall provide Employer a roster of its officers and representatives of Ohio Council 8, local officers, and other local representatives after each election and whenever a change has occurred. This notification shall contain:

A. Name

- B. Address
- C. Home phone number, if listed
- D. Union office held

**SECTION 5.3. Representation**

A representative of Local 3050 and/or a representative of Ohio Council 8 has the right to represent a bargaining unit employee in disciplinary and grievance hearings, scheduled negotiations and meet with the Employer in Labor/Management meetings.

**SECTION 5.4. Bulletin Boards**

The employer shall provide a bulletin board approximately 3 feet by 4 feet for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to authorized Union activities on such boards.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

**PREAMBLE:** It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal.

**SECTION 6.1. PRESENTING A GRIEVANCE.** A grievance under the terms of this Agreement is defined as a dispute between the Employer and the Union or between the Employer and an employee or employees concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions; and when such grievances arise, the following procedure shall be observed:

**STEP 1:** Any employee claiming a grievance may present it orally to his immediate supervisor with or without a steward within three (3) work days from the occurrence of the grievance. The supervisor shall give his answer to an employee within three (3) work days after presentation and discussion of the grievance. When a weekend and/or holiday occur within the three-day period of time, a corresponding number of days extension is understood. If this does not resolve the grievance, it may be appealed to Step 2.

**STEP 2:** Within five (5) work days of the completion of Step 1, the grievance may be appealed in writing to the Employer's Administrative Head, or his designated representative by the employee and steward. The grievance shall be discussed at a meeting consisting of the grievant, the Local Union President or the Steward. The meeting will be held within five (5) work days from the date the grievance was received at Step 2 by the Employer. A decision will be given in writing by the

Administrative Head or his designated representative within seven (7) work days of the Step 2 meeting.

STEP 3: The Grievance, in the event it is appealed from Step 2, (within 10 work days after the Step 2 answer is received), shall be submitted to the Athens-Hocking Joint Solid Waste District Board at the next scheduled regular monthly meeting after the Notice of Appeal is received.

The Union and Grievant shall present the issue at the above meeting. The Board shall issue a written report to the Union and Grievant within ten (10) days.

STEP 4: Within twenty (20) work days, if grievance is unsatisfactory, the Union may submit to Federal Mediation and Conciliation Service (FMCS) for scheduling a mediation hearing.

STEP 5: ARBITRATION. In the event the Step 4 response is unable to resolve the grievance in any suspension of thirty (30) days or more, or discharge, it may be appealed by the Union to arbitration, within twenty (20) work days following the Step 4 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the (American Arbitration Association) (Federal Mediation and Conciliation Services) to be mailed to the Employer and the Union for selection of one arbitrator to hear the case. The selection of Arbitrator shall be in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS).

The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

The decision of the arbitrator will be final and binding upon the Employer, the Union and the grievant(s).

Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

SECTION 6.2. Any time limit set forth in this grievance procedure may be extended only by mutual agreement.

SECTION 6.3. The Employee shall have the right to settle any grievance prior to the next step. A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing. Any remaining arbitration fees and costs after withdrawal shall be borne equally by the Union and the Employer.

SECTION 6.4. A grievance involving suspension and/or termination shall be filed directly at Step 2 of the Grievance Procedure.

## **ARTICLE 7 PROBATIONARY PERIOD**

All new employees shall be considered probationary employees until he/she has completed one hundred twenty (120) days of employment. The probationary period shall apply to new hires. Probationary employees shall not have the right to grieve dismissal during or at the end of a probationary period. However, if an employee successfully completes a probationary period, he/she shall be credited with seniority from the original date of employment in his/her position.

## **ARTICLE 8 CLASSIFICATIONS AND SENIORITY**

### **SECTION 8.1. Classifications**

The bargaining unit shall consist of two (2) classifications, Driver/Laborer without CDL and Driver/Laborer with CDL. It is also expressly acknowledged that it is the policy of the Employer to hire new employees with CDLs when available.

CDL license fees, renewal fees, and medical expenses for State mandated physicals will be reimbursed back to the employee by the Employer provided a receipt is submitted.

### **SECTION 8.2. Seniority**

Seniority is the employee's length of service since the date of hire into the department in which he/she is employed.

Due consideration shall be given before any older employees are required to work as a laborer on any residential refuse routes.

### **SECTION 8.3. Termination of Seniority**

An employee's seniority shall terminate:

1. If the employee quits;
2. If the employee retires;
3. If the employee is discharged and not reinstated;
4. If the employee is laid off for a period of more than twelve (12) consecutive months.

#### SECTION 8.4. Seniority List

The Employer will provide the Union with two (2) copies of a master seniority list within fourteen (14) calendar days after the effective date of this agreement. Upon written request thereafter, a seniority list will be provided. The seniority list for current employees is attached hereto.

SECTION 8.5. The Employer will notify the Union of any changes to the seniority list as a result of new hires that successfully completes probation.

### **ARTICLE 9 JOB ROTATION**

Except for bargaining unit employees with physical and/or mental limitations, management will use its best efforts to rotate bargaining unit employees. It is understood that some assignments are in the rotation and some are not.

Management assigns service and maintenance functions by normally assigning these employees to a specific job function for a two (2) week period. Refuse collection, recycling collection, materials processing, as for the Campus & downtown collection, for an offset 4 week period.

The early shifts cardboard recycling and commercial refuse collection are extended for much longer periods of time. If an opening, or replacement, does arise management will offer the assignment to qualified staff employee on a voluntary basis, then if not successful it will be assigned by management.

Job assignments will normally be posted on the Wednesday before the beginning of a pay period. Management reserves the exclusive right to deviate from the two (2), four (4) week job assignments in emergency situations, where manning requirements necessitate otherwise; and/or where an employee has physical and/or mental limitations.

### **ARTICLE 10 LAYOFF AND RECALL**

#### SECTION 10.1.

The Employer will notify the Union, if possible, twenty (20) calendar days in advance of its intent to reduce the work force or work week. Upon such notice, the Union and the Employer shall meet to discuss the proposed layoff and/or reduction in the work week. When the Employer has made a decision concerning the layoff and/or reduction in the

work week, it shall provide the Union a list of employees to be displaced and a current seniority list.

#### SECTION 10.2. Reduction

All layoff and/or reductions in the work force shall be by least senior worker, except in a situation where no work is available for a Driver/Laborer without CDL. In this situation the number of Driver/Laborers without CDL may be reduced or laid off prior to reduction or lay off of Driver/Laborer with CDL regardless of seniority.

#### SECTION 10.3. Recall

Employees laid off pursuant to this Article shall have recall rights for one (1) year after being laid off. Written notice of recall from layoff shall be sent by certified mail, return receipt requested, to the Employee's address on file with the Employer. If the mail is returned unclaimed, it shall be re-mailed by ordinary mail and be deemed received two days later. The Employee shall have three (3) days after receipt to contact the Employer and indicate he/she will report to work.

#### SECTION 10.4. Severance Pay

Employees laid off by a work force reduction shall be entitled on their last pay check to wages and other severance pay provided by this agreement.

### **ARTICLE 11 HOURS OF WORK AND OVERTIME**

SECTION 11.1. The regularly scheduled work week for permanent, full-time employees shall consist of forty (40) hours which shall consist of five (5) consecutive days of eight (8) consecutive hours per day, Saturday through Friday, exclusive of a one-half (1/2) hour unpaid lunch period.

SECTION 11.2. All employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all hours in active pay status which exceed eight (8) hours in one work day or forty (40) hours in one work week.

## **ARTICLE 12 DISCIPLINE**

**SECTION 12.1.** Just Cause and discipline will normally follow a system of progressive discipline, except in those cases of a Class III violation, pursuant to the handbook.

All discipline shall be for just cause.

### **SECTION 12.2. Written Reprimands**

Records of written reprimands will be removed from the Employee's personnel file twelve (12) months after the effective date of the reprimand, unless intervening disciplinary action occurs during the twelve month period.

### **SECTION 12.3. Suspensions**

Suspensions will be removed from the Employee's personnel file twenty-four (24) months after the effective date of the suspension, unless intervening disciplinary action occurs during the twenty-four (24) month period.

### **SECTION 12.4. Failure to Remove Reprimand or Suspension**

In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure of Sections 12.2 and 12.3 herein.

### **SECTION 12.5. Copy of Discipline**

An Employee shall be given a copy of any written warning, reprimand, or other disciplinary action filed in his/her personnel record. The Local Union President shall receive a copy of any suspension and/or discharge upon written request.

### **SECTION 12.6. Statement of Reasons**

Any Employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he/she has been suspended or discharged. In the case of suspension, he/she will be advised of the duration of the suspension.

### **SECTION 12.7. Serving Suspensions**

Any suspension shall be for a specific number of consecutive days on which the employee would be scheduled to work. Holidays occurring during a period of

suspension shall be counted as work days for the purpose of suspension only, provided that an employee on suspension shall not be paid for the holiday.

#### **SECTION 12.8. Appeal**

Any grievance concerning suspension and/or discharge shall be filed at Step 2 of the Grievance Procedure.

#### **SECTION 12.9. Disciplinary Files**

All discipline shall remain in the employee's active file for the times listed above; then they shall be moved to an inactive file and kept in this file for seven (7) years under the Public Information Act.

### **ARTICLE 13 LABOR/MANAGEMENT MEETINGS**

SECTION 13.1. Labor management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall be between not more than two (2) representatives of the Employer and no more than two (2) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council.

SECTION 13.2. A regular quarterly L/M meeting will be held between the Employer and Union representatives to discuss matters of mutual concern. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings each quarter. The meetings will commence at 11:00 a.m. and last up to forty-five (45) minutes.

### **ARTICLE 14 REST PERIODS**

SECTION 14.1. A fifteen (15) minute rest period for each Employee in the bargaining unit shall be permitted during the first four (4) hours of a shift, and during the second four (4) hours of the shift.

### **ARTICLE 15 HEALTH AND SAFETY**

SECTION 15.1. The Employer agrees to maintain all buildings, facilities, vehicles and equipment owned by the Employer in a safe and healthful manner.

## **ARTICLE 16 COMMERCIAL DRIVER'S LICENSE (C.D.L.)**

SECTION 16.1. As a condition of continued employment, employees who are required to drive vehicles which require a Commercial Driver's License (CDL) shall obtain a Commercial Driver's License as required by state law prior to driving for Employer.

The Employer will make every attempt possible to notify employees of their date to have the CDL renewed. However, it is the responsibility of the CDL holder to keep their physical up to date and current. Failure to do so could result in discipline including termination of employment.

SECTION 16.2. All employees must maintain a valid Ohio drivers license, failure to do so could result in discipline including termination of employment.

## **ARTICLE 17 SICK LEAVE**

In order that employees understand their rights and responsibilities regarding the use of sick leave, the following rules have been established:

### **SECTION 17.1.**

#### **A. Crediting of Sick Leave**

Sick leave shall be earned at the rate of 4.616 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff, up to a maximum accrual of fifteen (15) days each year. Unused sick leave shall accumulate without limit. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. There is not provision for advance or extended sick leave.

#### **B. Expiration of Sick Leave**

If illness or disability continues beyond the time covered by earned sick leave, the employee may utilize other accumulated and authorized paid leave, or may be granted a disability leave, or a personal leave in accordance with the appropriate policy covering such leave. It is the employee's responsibility to request a leave of absence on the standard Request for Leave (Form A-4). The employee must

submit a written request since leaves of absence are not granted automatically when the employee's sick leave expires.

### C. Charging of Sick Leave

Sick leave will be granted only upon recommendation from the immediate supervisor and/or approval by Coordinator for those reasons as outlined in Paragraph E below. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

### D. Uses of Sick Leave

Sick leave may be granted for the following reasons subject to the approval from the Coordinator and/or District Board.

1. Illness or injury of the employee or a member of the Employee's family.\*
2. Death of a member of the immediate family (such sick leave usage is limited to a maximum of five [5] working days).
3. Medical, dental or optical examination or treatment of employee or a member of the immediate family, which requires the presence of the employee and which can not be scheduled during non-working hours. (Employees should make every effort to schedule medical appointments during non-working hours. If this is not possible, the employee shall notify his/her immediate supervisor twenty-four hours in advance of the appointment.)
4. If a member of the immediate family is afflicted with a contagious disease or requires the care of the Employee, or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.

\* For purpose of this policy, the definition of "immediate family" shall be: husband, wife, child, mother, mother-in-law, brother, father, father-in-law, brother-in-law, son-in-law, daughter, daughter-in-law, sister, sister-in-law, grandparents, grandchild, a legal guardian or other person who stands in the place of a parent.

### E. Evidence Required for Sick Leave Usage

Sick Leave may be granted to an employee upon approval of the Employer and shall be in accordance with the following:

1. All employees who are too sick, ill, or injured to report to duty shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible.
2. The employee shall be required to complete, sign and deliver, to his/her supervisor, a standard Request for Leave (Form A-4) explaining the nature of the illness to justify the use of sick leave. This form shall contain sufficient facts to satisfy the Employer that the use of sick leave is justified and shall be completed as soon as possible. If medical attention is required, the Coordinator may require a certificate stating the nature of the illness signed by a licensed physician to justify the sick leave and to determine if the employee is medically capable to return to work. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.
3. If the length of absence from duty cannot be determined, the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
4. Where sick leave is requested to care for a member of the immediate family, immediately family shall be defined as: mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of a parent.
5. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
6. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the Employer.

F. Notification by Employee (Call-in Procedure)

When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person, within the one (1) hour prior to the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements are made with the Employee's immediate supervisor. Sick leave is not approved by the individual answering the telephone; this person only documents the fact that the

Employee did give proper notification. When notifying his/her supervisor, the Employee shall indicate the nature of the illness, whether he/she plans to seek medical attention and shall leave an address and telephone number where he/she may be contacted. Sick leave is only approved after the employee has requested sick leave and it is agreed that the request is justified. Sick leave will not be granted to an employee who arrives for work after his/her required starting time and did not call in according to the established call-in procedure, to indicate he/she would be late or absent for part of the day. Employees failing to follow the above notification procedures will be considered Absent Without Leave (A.W.O.L.), will be subject to disciplinary action, and will not be paid for such absence. Exhaustion of sick leave benefits is no excuse for failure to notify.

G. Physician Statement

Employees with an illness or disability exceeding three (3) days may be required to furnish a statement from his/her physician notifying the Employer that the employee was unable to perform his/her duties.

Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

H. Physical Examination

The Employer may require an employee to take an examination conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, disability leave or make application for disability retirement. The cost of such examination shall be paid by the Employer.

Section 17.2. Sick Leave Conversion

- A. Any District Board employee who retires from active service with the Employer through a disability or service retirement under the Public Employees Retirement System (P.E.R.S.) shall be eligible to receive payment for 240 hours of his/her accrued time.
- B. Payment of sick leave in the above manner shall be considered to eliminate all sick leave accrued by the employee at the time. Such payment shall be made only once to an employee.

Section 17.3. Personal Days

All full-time District Board employees are entitled to three (3) personal days a year. Personal days must be used between January 1 and December 31 and cannot be

accrued from year to year. Upon separation from the Employer's payroll, an employee shall not be entitled to compensation of unused personal days.

Personal days shall not be used on the following days: move-in/move-out, deer season and spring clean-up. At the discretion of the employer, personal days may be substituted for vacation leave during deer season.

## **ARTICLE 18 HOLIDAYS**

**SECTION 18.1.** Bargaining unit employees shall be entitled to the following paid holidays

New Year's Day	First Day of January
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh Day of November
Thanksgiving Day	Fourth Thursday in November
Christmas	Twenty-Fifth Day of December

**SECTION 18.2.** Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.

**SECTION 18.3.** Employees shall be eligible for eight (8) hours of pay for each holiday regardless of work shift and work schedule.

**SECTION 18.4.** All employees who work on a day observed as a holiday shall receive eight (8) hours' holiday pay, and in addition, shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked on a holiday.

**SECTION 18.5.** If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.

## ARTICLE 19 VACATION

- A. Full-time employees are entitled to vacation with pay after one year of continuous service with the District Board. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Years of Service</u>	<u>Employee Entitled To</u>	<u>Rate of Accrual</u>
After one year	2 weeks vacation	3.077/pay period
After eight years	3 weeks vacation	4.616/pay period
After fifteen years	4 weeks vacation	6.154/pay period
After twenty-five years	5 weeks vacation	7.691/pay period

- B. Part-time employees are eligible for vacation benefits at a prorated rate, based on the number of hours worked divided by eighty (80) hours, multiplied by the appropriate hours earned per pay period.
- C. Vacation leave is accumulated based on pay periods and additional vacation leave is not accrued through the accumulation of paid overtime. No vacation is accrued while an employee is in inactive pay status. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one year of employment with the District Board.
- D. Vacations are scheduled in accordance with the workload requirements of each work unit. A vacation request must be submitted in writing to the supervisor for approval, prior to the employee taking the time off. Employees will be denied payment for any absence not approved by the Employer. Form A-4 "Request for Leave," as provided in Section II herein, is a sample of the form used to request vacation leave.
- E. Generally, vacation leave shall be taken by an employee within twelve (12) month period following the employee's anniversary date. The Coordinator may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in writing by the District Board in advance and must be in response to special circumstances. No vacation leave shall be carried over for more than one and one-half times the vacation time the employee is entitled to per year based upon his/her years of service. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for one and one-half times the vacation they are entitled to per year or which has not been approved for accumulation by the District Board.

- F. Employees who utilize five (5) consecutive vacation days (Monday through Friday) shall not be required to work the weekend preceding nor the weekend following the vacation period. Provided vacation, or vacation scheduled in conjunction with a holiday, is scheduled more than thirty (30) day in advance, the employee who utilizes five (5) consecutive days (Monday through Friday) shall not normally be required to work the weekend preceding nor the weekend following the vacation, or vacation scheduled in conjunction with a Holiday, unless a person to cover the shift cannot be found by management. Vacation, or vacation scheduled less than thirty (30) in advance where the employee utilizes five (5) consecutive days (Monday through Friday) will not be required to work the weekend preceding nor the weekend following the vacation, or vacation scheduled in conjunction with a Holiday, provided the employee can find a replacement to work the weekend for him/her. Vacation, or vacation scheduled in conjunction with a Holiday scheduled in advance where the employee will split the time off between two weeks shall not normally be required to work the weekend in the middle of the vacation, or vacation scheduled in conjunction with a Holiday, unless a person to cover the shift cannot be found by Management.
- G. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued but unused vacation leave to his/her credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code to the employee's survivors or beneficiary. Lawfully accrued vacation shall mean vacation accumulated with the written permission of the District Board within the preceding one and one-half (1-1/2) years.

## **ARTICLE 20 INSURANCE**

SECTION 20.1: The Employer shall for the term of this Agreement provide both single and family coverage for all bargaining unit employees for the Athens County Medical Insurance. Employees shall pay five percent (5%) of the insurance premium commencing February 1, 2013 for the balance of the first year of this agreement up to a maximum increase the first year of fifty-two cents (\$.52) per hour, ten percent (10%) of the insurance premium commencing November 8, 2013 for the second year of this agreement up to a maximum increase the second year of fifty-two cents (\$.52) per hour, and fifteen percent (15%) of the insurance premium commencing November 8, 2014 for the third year of this agreement up to a maximum increase the third year of fifty-four cents (\$.54) per hour. The employee's premium cost shall be deducted on each pay period. Any employee that provides satisfactory evidence of other family coverage through spouse employment shall receive three hundred dollars (\$300.00) a month in lieu of medical health coverage.

## **ARTICLE 21 CALL-IN/REPORTING STAND-BY PAY**

### **SECTION 21.1. Call-in Pay.**

An employee who is called in to work at a time when he is not regularly scheduled and who does report for work at the time requested shall be provided with at least three (3) hours of work in his regular classification, or, if such work is not available, he shall receive three (3) hours pay at the applicable rate.

All employees shall maintain a telephone and contact number when not on duty and be able to report to work in the event of a call-out. This number must be provided and maintained as a condition of continued employment.

On each occasion when a replacement, or supplemental employee, is needed the supervisor may go to the volunteer list of qualified employees, or fill the duty or task as needed. In the event that a replacement employee, or supervisor, does fill-in, then the below will apply:

On each occasion when an employee does not work a pre-scheduled event, or weekend, he shall be counted as inadequate performance of job duty, and given a mark indicating a sub-standard status.

Should the volunteer list not fulfill the task then the next lowest senior and qualified employee, shall be called and directed to work. Should this employee not be able to report then the next least senior until the task has been filled.

In the event that an employee accumulates two marks, a disciplinary action will be administered in progressive manner.

Once an employee has accumulated marks, for each occasion he does report in when called out, a mark will be removed from his credit.

## **ARTICLE 22 WAGES**

**SECTION 22.1:** All wage scales shall increase five percent (5%) effective February 1, 2013, four percent (4%) effective November 8, 2013, and four percent (4%) effective November 8, 2014. Effective February 1, 2013, all employees, other than those currently making \$12.89 per hour, or more, shall start at \$10.50 per hour, go to \$11.32 per hour after six months, and go to \$12.89 per hour after one year. These hourly rates shall be adjusted annually for the hourly increase listed above.

## **ARTICLE 23 SAVINGS CLAUSE**

SECTION 23. 1. If any provision of this agreement is found to be unlawful by any court of law, that provision will be automatically terminated but all other provisions of the agreement will continue in full force and effect.

The parties agree to immediately execute a Memorandum of Understanding that states in reference to the affected Article or Section, unlawful language will no longer be in effect.

## **ARTICLE 24 MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by a specific provision of this agreement, the Employer reserves and retains solely and exclusively by all of its rights of authority, as such rights existed prior to the execution of this or any other agreement with the Union, including, but in no way limited to all rights pursuant to common law, statute, federal and state law, court decision, policy decisions and the following rights:

- a) To establish training programs and upgrade requirements for employees.
- b) To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the function and programs of the Employer, standards of services, its overall budget, utilization of technology, and/or organizational structure.
- c) To direct, supervise, evaluate, and/or hire employees.
- d) To maintain and improve the efficiency and/or effectiveness of governmental operations.
- e) To determine the methods, process, means, and/or personnel by which governmental operations are to be conducted.
- f) To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- g) To determine the adequacy of the work force.
- h) To determine the overall mission of the Employer as a unit of government.
- i) To effectively manage the work force.
- j) To take actions to carry out the mission of the Employer as a governmental unit.

## **ARTICLE 25 DURATION OF AGREEMENT**

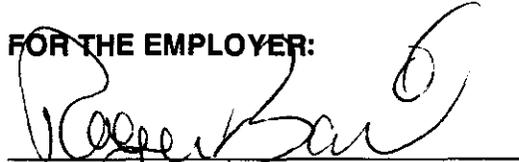
This agreement shall be in effect as of 12:01 a.m., November 8, 2012, and shall remain in effect until 11:59 p.m., November 8, 2015, and successive periods of twelve (12) months, unless either party to this agreement, on or before ninety (90) days prior to the expiration of any such period, notifies the other party and SERB in writing of its intentions to modify this agreement.

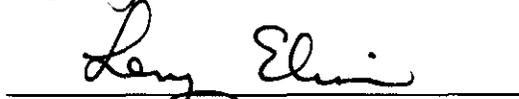
Within ten (10) days after receipt of such notice, a negotiating meeting shall be arranged between the parties hereto, and such negotiations shall be held at a time mutually agreeable to the parties.

**SIGNATURE PAGE**

This Contract executed in Athens County on this 4<sup>th</sup> day of February, 2013.

**FOR THE EMPLOYER:**

  
Roger Bai, Operations Coordinator

  
Athens County Commissioner

  
Athens County Commissioner

  
Athens County Commissioner

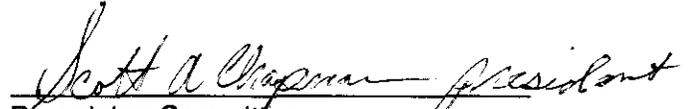
  
Hocking County Commissioner

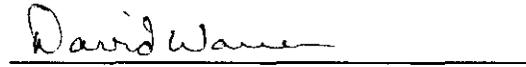
  
Hocking County Commissioner

  
Hocking County Commissioner

  
Garry E. Hunter, Esq. 3/29/13

**FOR THE UNION:**

  
Bargaining Committee

  
Bargaining Committee

  
Bargaining Committee

  
John Johnson, Staff Representative  
AFSCME Ohio Council 8, AFL-CIO

Date: \_\_\_\_\_

# Athens-Hocking Joint Solid Waste District

## APPENDIX 1

Wage Scale — Effective February 1, 2013

<u>Name</u>	<u>Pay Rate</u>
Brook, David	\$13.54
Bruce, Benny	\$14.14
Chapman, Scott	\$13.54
Conner, Andrew	\$12.90
Fletcher, John	\$12.90
Forbes, J. Scott	\$12.90
Fraley, David	\$13.54
Gilbraith, Mike	\$13.54
Gilmore, Richard S.	\$13.54
Gould, Thomas	\$13.54
Gray, Jarrod	\$12.90
Pierce, Mike	\$13.54
Pyles, Vincent J.	\$11.02
Shutts, Ken	\$13.54
Warren, David	\$14.44



Garry Hunter <ghunter@hunterlawoffices.us>

## 2013 Public Employer Annual Information Report

1 message

**Garry Hunter** <ghunter@hunterlawoffices.us>

Fri, Mar 29, 2013 at 3:22 PM

To: Sheila.Farthing@serb.state.oh.us

Cc: Roger Bail <rbail@ci.athens.oh.us>

Sheila, Attached is the 2013 Public Employer Annual Information Report for the Athens-Hocking Solid Waste District. Included is the recently signed labor contract with AFSCME Local 3050 effective November 8, 2012 through November 8, 2015. I will also mail you a hard copy. Please confirm receipt of this email. Thx, Garry Hunter, Legal Counsel for the Athens-Hocking Solid Waste District

—  
Garry E. Hunter Law Offices Inc., LPA  
26 South Congress Street  
Athens Ohio 45701-2805  
phone: (740) 592.5580  
Fax: (740) 592.5390  
email: ghunter@hunterlawoffices.us  
Website: http://www.hunterlawoffices.us

STATE OF OHIO  
PUBLIC EMPLOYEE BOARD  
2013 APR - 1 P 3:41

### Confidentiality Notice:

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**Labor Agreement Between Athens Hocking Solid Waste District and AFSCME Local 3050 2012-**



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