



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**DELAWARE COUNTY DEPARTMENT OF  
ENVIRONMENTAL SERVICES**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO**

**EFFECTIVE ON DATE OF EXECUTION THROUGH DECEMBER 31, 2012**

**SERB CASE NO. 08-MED-10-1109**

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## ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the "Director"), subject to the approval of the Delaware County Board of Commissioners (jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

## ARTICLE 2 - RECOGNITION

**Section 2.1 Classifications.** To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Operators, Operator-Chemist, Maintenance Mechanic, Maintenance Mechanic II, Inspector, Custodian, Lab Technician, Truck Driver, and Truck Driver "A". Excluded from the bargaining unit are all Management Level Employees, Confidential Employees, and Supervisory Employees as defined in the Act including Sanitary Engineer, Superintendent, and Secretary/Bookkeeper.

**Section 2.2 Exclusive Recognition.** Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

**Section 2.3 Employee Rights.** Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

**Section 2.4 Position Descriptions.** The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

## ARTICLE 3 - NON-DISCRIMINATION

**Section 3.1 Uniform Application.** The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or handicapped status. The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any

individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

**Section 3.2 Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

**Section 3.3 Sexual Harassment.** Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

#### **ARTICLE 4 - HEALTH & SAFETY**

**Section 4.1 Policy.** Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

**Section 4.2 Employee Responsibility.** All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

**Section 4.3 Dangerous Act.** An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

**Section 4.4 Safety Issues.** Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs 3 (a) and (b) below.

An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

- a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in

the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged violation.

- b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

### **ARTICLE 5 - NO STRIKE/LOCKOUT**

**Section 5.1 No Strike.** The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

**Section 5.2 Violations.** Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

**Section 5.3 No Lockout.** The Employer shall not lockout the employees during the term of this Agreement.

### **ARTICLE 6 - MANAGEMENT RIGHTS/WORK RULES**

**Section 6.1 Recognition.** The Union recognizes the Director and Board of County Commissioners ("Management") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

**Section 6.1 Management Rights.** Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Director, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Director's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;

to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

**Section 6.3 Residual Responsibilities.** Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

**Section 6.4 Work Rules, ADA, EEOC.** The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules. To the extent applicable, work rules shall be consistently applied and enforced.

**Section 6.5 Conflict of Laws.** Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

## **ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING**

**Section 7.1 Work Assignment.** The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

**Section 7.2 Subcontracting.** The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

**Section 7.3 Prior Discussions.** Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

## **ARTICLE 8 - UNION REPRESENTATION**

**Section 8.1 Union Representatives.** The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

**Section 8.2 Bulletin Boards.** The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted.

**Section 8.3 Use of County Meeting Rooms.** The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

**Section 8.4 Union Matters.** In the absence of the Employer's consent, Union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

## **ARTICLE 9 - DUES DEDUCTION**

**Section 9.1 Dues Authorization.** During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

**Section 9.2 Dues Remittance.** The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the

Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had union dues deducted along with the amount of the deduction.

**Section 9.3 Good Standing.** There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee.

**Section 9.4 Hold Harmless.** The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

**Section 9.5 Labor Management Meetings.** Regular L/M meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

## ARTICLE 10 - SENIORITY

**Section 10.1 Definition.** Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

**Section 10.2 Loss of Seniority.** The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.

3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

### **ARTICLE 11 - PROBATIONARY EMPLOYEES**

**Section 11.1 New Hire Probationary Period.** Newly hired employees must complete a one hundred-eighty (180) calendar day probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement.

**Section 11.2 Promotional Probationary Period.** Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced for cause to their previous position prior to completion of a ninety (90) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available.

**Section 11.3 List of Employees.** The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

### **ARTICLE 12 - VACANCY, PROMOTION, TEMPORARY ASSIGNMENT**

**Section 12.1 Posting of Vacancies.** If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for ten (10) calendar days. Interested employees may have their applications considered by filing a written application with the Employer during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

The Employer shall select the applicant it deems best suited for the position after considering an applicant's seniority; qualifications, including education and specialized training; work record; experience in the same or similar positions with this or another employer; and, demonstrated ability with the Employer.

**Section 12.2 Selection for Vacant Position.** The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Section 12.1.

**Section 12.3 Request for Shift Assignment.** When applicable, employees may designate a preference for a shift. The employee shall submit an application to the Employer on a form supplied by the Employer. Such application shall be considered if a vacancy within the applicant's classification becomes open on the preferred shift. The shift selection shall be honored if the applicant with the shift preference has more seniority than other applicants for the position and is qualified for the position.

**Section 12.4 Temporary Assignment.** All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

### ARTICLE 13 - LAYOFF & RECALL

**Section 13.1 Reasons for Layoff.** Employees may be laid off for one or more of the following reasons:

1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
2. Lack of work within the Sewer District. A lack of work means a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

**Section 13.2 Order of Layoff.**

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:

- a. Newly hired employees in that classification who have not completed their probationary period;
  - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
  3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the position in question.

**Section 13.3 Displacement Rights.** An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.
4. Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

**Section 13.4 Recall or Reinstatement Rights.**

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.

2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.
4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.
5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

**Section 13.5 Right to Appeal.** An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

#### **ARTICLE 14 - DISCIPLINARY ACTION**

**Section 14.1 Standards of Conduct.** Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect.

**Section 14.2 Discipline.** Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3)

suspension(s) with or without pay, (4) reduction in pay or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

**Section 14.3 Pre-disciplinary Process.** Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

**Section 14.4 Serious Offenses.** Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

**Section 14.5 Appeal of Discipline.** When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2.

**Section 14.6 Exclusive Appeal.** Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

**Section 14.7 Union Representation.** When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

**Section 15.1 Definitions.** For the purposes of this Article, the below listed terms are defined as follows:

**Grievance.** A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

**Grievant.** A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

**Section 15.2 Timelines, Extensions.** The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

**Section 15.3 Delivery/Service.** The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

**Section 15.4 Grievance Steps.** The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. **Step 1:** The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Lead Project Engineer, or his designee. If the grievant is an inspector, the designee shall be the Lead Project Engineer. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2), the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

The Lead Project Engineer or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Superintendent or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. Step 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievant may pursue the grievance to Step 3, unless time has been extended pursuant to Section 15.2 of this Article.

3. Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand-delivery or certified mail of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place.

The arbitrator shall hear and determine only one grievance; multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

**Section 15.5 Voluntary Mediations.** The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

## **ARTICLE 16 - HOURS OF WORK/OVERTIME**

**Section 16.1 Work Week.** The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

**Section 16.2 Continuous Operations.** The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total eighty hours in a bi-weekly pay period.

**Section 16.3 Lunch Period and Breaks.** Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. All employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities. Other employees may schedule meal and break periods with the approval of the Employer and if meals are taken at a plant, such will be at the plant with the shortest travel time.

**Section 16.4 Overtime and Compensatory Time.** Employees shall be paid one and one-half (1½) times their applicable rate of pay for all hours worked in excess of forty (40) hours worked in any work week including vacation and holidays, and pre-approved compensatory time; however, until the pay period that includes January 1, 2011, sick leave will be considered hours worked.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall offer pre-scheduled overtime to all employees who are qualified on a generally equal basis. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime.

**Section 16.5 Minimum Call-in.** Any employee called in to work outside of his normal scheduled hours of work shall be paid a minimum of three (3) hours.

**ARTICLE 17 - LEAVES OF ABSENCE**

**Section 17.1 Sick Leave.** Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, which may also include the employee's grandchild, such paid leave shall not exceed three (3) days without further written approval by the Employer.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as soon as possible. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

An employee covered under this Agreement who retires from the Employer under the Public Employees Retirement System shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of 60 days paid leave or maximum of 480 hours. An employee covered under this Agreement who dies shall have sick leave paid to his or her personal

representative or estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

**Section 17.2 Jury Duty Leave.** Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call and pay his jury fee to the Delaware County Treasurer in order to receive his regular pay.

**Section 17.3 Family and Medical Leave.** Employees may use unpaid family/medical leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993. An employee desiring to use family/medical leave shall notify the Employer in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Employer must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.

During the unpaid portions of the leave, for up to 12 weeks per year, the Employer shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in its insurance plans. The employee must pay the portion of the premium for any of such insurances to the Employer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his or her contribution to the premium cost, then the Employer will not be obligated to contribute its share in order to maintain the coverage.

Instead of taking family leave/medical leave, an employee may opt to take other forms of leave under this contract if eligible for the particular type of leave. However, an employee is not eligible to take unpaid leave if, during the preceding twelve (12) months, the employee has taken family leave or medical leave, unless the Employer approves such unpaid leave in its sole discretion.

**Section 17.4 Other Unpaid Leaves of Absence.** Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite

period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

**Section 17.5 Personal Leave.** Effective January 1, 2011, each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 48-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least four (4) hour increments.

For the period of January 1, 2011, through December 31, 2012, personal leave will be included as "hours worked" for calculation of overtime in section 16.4. It is understood that the inclusion of personal leave as hours worked will expire, at sunset, on December 31, 2012.

### ARTICLE 18 - HOLIDAYS

**Section 18.1 Holidays.** All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hour holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

**Section 18.2 Holiday Pay.** Holiday pay will be calculated at the employee's straight-time hourly rate for eight (8) hours.

**Section 18.3 Observance.** In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or

Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

### **ARTICLE 19 - VACATIONS**

**Section 19.1 Vacation Earned.** Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

#### **40-Hour Per Week Employees**

1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

**Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death.** An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

**Section 19.3 Scheduling of Vacation Leave.** All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

**Section 19.4 Use of Vacation Leave.** Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

**Section 19.5 Part Time Employees.** Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

### **ARTICLE 20 - INSURANCE BENEFITS**

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same

terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

## **ARTICLE 21 - WAGES**

**Section 21.1 Wage Schedule.** The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County may adjust the wage schedule. In no case shall the schedule be reduced.

**Section 21.2 Wage Rate Increases.** Wage rate increases for employees shall be for the period of this Agreement 2010 through 2012:

2010 - Par with the County Compensation Management System  
January 1, 2011 - 2% Increase in the employee's rate of pay  
January 1, 2012 - 2½ % Increase in the employee's rate of pay

If, during calendar years 2011 or 2012, the Board of County Commissioners provide an increase to wage rates for other non-bargaining unit County employees above the two percent (2%) increase, then the increases for 2011 and/or 2012 will be adjusted to include the amount of increase granted which exceed the two percent (2%) and employees will receive the additional increase. Employees will be eligible based on their performance appraisal for the amount of the wage rate increase in 2011 and 2012 over 2%. The total amount distributed to employees in the bargaining unit shall equal the amount of the increase over 2% based on the current payroll of the bargaining unit employees at the time the increase is granted. For example, if the Board of Commissioners provides an annual merit wage increase of three percent (3%) for non-bargaining unit employees, then bargaining unit employees will receive an additional one percent (1%) increase for that calendar year for a total of three percent (3%).

Any pay increases provided by resolution of the Board of Commissioners for 2010 for non-bargaining unit County employees shall be provided to the bargaining unit members on the earliest effective date the increase is applied.

Employees shall not be paid at a rate above Grade A. Employees at Grade A shall receive, in lieu of a base rate increase, a lump sum amount equivalent to the value of the increase for the County Compensation Management System. That is, for example, if the increase the employee would be eligible for under the Compensation System is 1% the employee will receive a lump sum amount equivalent to 1% of their base wage rate in lieu of an increase in their base wage rate.

Those employees who, as of March 18, 2010, are paid at a rate that exceeds Grade A shall retain their rate of pay. However, should the compensation plan be modified, the employee's rate of pay is equal to or below Grade A, the employee shall not exceed Grade A in the future.

**Section 21.3 New Employees.** New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee's prior experience, certifications or other qualifications may be used in determining initial wage placement. New employees who successfully complete their probationary period shall receive a 2% (two percent) rate increase at the completion of their probationary period.

**Section 21.4 Certifications.** The County agrees to pay employees who earn certifications a 5% (five percent) increase for each treatment plant operator certification class (1, 2, 3, and 4), wastewater, collection system (collections 1 and 2), and/or chemistry (lab analyst 1, 2, 3 and 4) certifications obtained (while employed by the County) and maintained by employees. The certification supplement will only be made once at the time the employee earns the certification and provides documentation. After July 1, 2010, certification supplements shall be added until the employee reaches Grade A of the County Compensation Management System. It is the employee's responsibility to provide documentation of their certification(s) and to maintain current all certifications. If the certification expires, the certification supplement(s) will be removed.

If a supplement for a certification places the employee above the rate of pay for Grade A, the employee shall only receive a one time supplement based upon the employee's annualized rate of pay for the amount which exceeds Grade A in the year the employee earns the certification. If the wage scales are increased to exceed the employee's rate of pay and lump sum supplement, then the employee's rate of pay will be increased to include the value (or portion) of the supplement, provided at least one year (12 months) has passed since the employee received the lump sum supplement.

**Section 21.5 Promotions.** Employees who are selected for a position in a classification which has a higher pay grade (at grade G) shall be placed at the step in the new pay range which provides an increase or 5% (five percent) increase, whichever is greater, but in no event greater than Grade A.

## **ARTICLE 22 - CERTIFICATION REQUIREMENTS, TRAINING AND EDUCATION**

**Section 22.1 Certification Requirements.** If an employee in a position for which certifications are required by applicable state and/or federal statutes does not satisfy such statutory requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to

comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

**Section 22.2 Reimbursement for Education and Training.** The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification.

### **ARTICLE 23 - UNIFORMS**

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

### **ARTICLE 24 - SCOPE, SEVERABILITY, CIVIL SERVICE LAW**

**Section 24.1 Prior Agreement.** This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

**Section 24.2 Full Opportunity/Waiver.** It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

**Section 24.3 Severability.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

**Section 24.4 Hold Harmless.** It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or

by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

**Section 24.5 Civil Service Law.** Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

**Section 24.6 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto.

### **ARTICLE 25 - DURATION**

**Section 25.1 Termination.** The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

**Section 25.2 Negotiations.** Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

**Section 25.3 Duration.** This Agreement shall become effective upon execution and shall remain in full force and effect from execution of the Agreement until December 31, 2012.

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed and hereby executed on this 27<sup>th</sup> day of December, 2010.

DELAWARE COUNTY BOARD

OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

Ken O'Brien  
Ken O'Brien, Commissioner

Tommy Thompson  
Tommy Thompson, Commissioner

Dennis Stapleton  
Dennis Stapleton, Commissioner

Tiffany Jenkins  
Tiffany Jenkins, Director Enviro. Services

Lisa Iannotta  
Lisa Iannotta, Director Admin. Services

Jonathan J. Downes  
Jonathan J. Downes, Labor Counsel

By [Signature]  
Bill Devore, Staff Representative Date

Bargaining Committee:

[Signature]

Mark Hobler

[Signature]

[Signature]

**Delaware County Regional Sewer District**

**September 2013**

	<u># Steps</u>	<u>Entry</u>	<u>Top</u>
Waste Water Operator 1	7	\$13.52	\$18.12
		\$28,126	\$37,691
Waste Water Operator 2	7	\$13.52	\$18.12
		\$28,126	\$37,691
Waste Water Operator 3	7	\$15.08	\$20.21
		\$31,373	\$42,043
Lab Technician	7	\$13.52	\$18.12
		\$28,126	\$37,691
Chemist	7	\$18.31	\$24.53
		\$38,076	\$51,026
Truck Driver	7	\$15.08	\$20.21
		\$31,373	\$42,043
Maintenance Mechanic 1	7	\$14.31	\$19.18
		\$29,769	\$39,893
Maintenance Mechanic 2	7	\$16.13	\$21.62
		\$33,554	\$44,965
Collections System Operator	7	\$15.08	\$20.21
		\$31,373	\$42,043
Sanitary Inspector	7	\$15.85	\$21.24
		\$32,970	\$44,183

- Employees receive percentage wage increases.
- Employees do not progress through steps.
- Employees eligible for merit increase under County Compensation Plan.
- Employees receive 5% supplement in wages for each license but may not be paid greater than top pay for classification.