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Department of

Greene County

Sanitary Engineering

11-MED-09-1305

Collective Bargaining Agreement
with the
AFSCME, Ohio Council 8

January 1, 2012—December 31, 2014

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APPENDIX A	WAGE SCALE

ARTICLE 1 PURPOSE

This agreement is made between the Board of Greene County Commissioners and the Greene County Sanitary Engineering Department, hereinafter referred to as "Employer" or "County" and the American Federation of State, County and Municipal Employees, Ohio Council 8 AFL-CIO, and its Local 101, hereinafter referred to as the "Union". This agreement, has as its purpose the following:

1.1. Stabilization of Relationship. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

1.2. Adjustment of Differences. To provide for the peaceful and equitable adjustment of differences which may arise.

1.3. Retention of Employees. To attract and retain qualified employees.

1.4. Effective Service. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable resolutions of the Greene County Commission, State of Ohio Revised Code, State and Federal Laws, and the Constitution of the State of Ohio and the United States of America.

1.5. Employee Rights. To ensure the right of every employee to fair and impartial treatment.

ARTICLE 2 MANAGEMENT RIGHTS

2.1. Enumeration of Specific. The Union shall recognize the right and authority of the Employer to administer the business of the Department, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, except to the extent modified by this Agreement, including but not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, demote, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed and utilization of technology;

C. To determine the Department's goals, objectives, programs and services; and to utilize personnel in a manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force and the Department's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;

E. To determine the hours of work, work schedules;

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

G. To determine necessity to schedule overtime and the amount required thereof;

H. To determine the Department budget and uses thereof;

I. To maintain the security of records and other pertinent information;

J. The Employer may declare an emergency in the event of civil insurrections or acts of God and take any and all actions as may be necessary to carry out the mission of the Employer in those emergency situations;

K. To effectively manage the work force;

L. Take actions to carry out the mission of the public employer as a governmental unit.

2.2. Residual. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

2.3. Not to be Used to Discriminate. The Employer agrees not to use these rights to discriminate against an employee or group of employees.

ARTICLE 3 WORK RULES

3.1. Right to Promulgate. The Union recognizes that the Employer has the right to promulgate reasonable work rules. Members of this bargaining unit shall receive upon request a copy of these aforementioned rules.

3.2. Advance Notice of Changes. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any changes in the work rules whenever possible. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum.

3.3. Rules in Conflict with Agreement Invalid. Should any work rules conflict with the specific provisions of this Agreement, such rule shall be invalid.

3.4. Employees to Receive Copies of Agreement. As soon as possible following the signing of this Agreement but not to exceed sixty (60) calendar days, all bargaining unit members upon request, will receive one (1) copy of this Agreement from the Union.

ARTICLE 4 SAFETY

4.1. The Employer will provide working conditions in compliance with the requirements of the State of Ohio and the Federal government.

4.2. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods.

4.3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles when in their care provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

4.4. The parties agree to establish a safety committee that will include one bargaining unit representative from each division within the Sanitary Engineering Department. The Union shall be permitted to appoint up to eight (8) bargaining unit members for this committee and shall notify the Employer of such appointments. The Employer may have an equal number of representatives on this committee.

Prior to the meetings, the Employer shall prepare an agenda of the items to be discussed. The union may submit agenda items to the Employer. The Employer shall prepare a written summary of the meeting and disseminate it to committee members.

ARTICLE 5 SUBCONTRACTING

5.1. During the term of this Agreement, the Employer will not contract or subcontract work normally performed by employees covered by this Agreement if employees are on layoff or would be placed on layoff, unless the affected employees would be unable to perform the work in question due to lack of skills, equipment, schedule requirements or work volume.

ARTICLE 6 LABOR-MANAGEMENT COMMITTEE

6.1. In the interest of sound industrial relations, a joint department committee consisting of no more than five (5) persons appointed by each party, may convene whenever the parties wish to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and to find solutions to common problems.

6.2. A regular labor/management meeting shall be scheduled once per calendar quarter. The meetings shall take place on or about January 10, April 10, July 10 and October 10 at a time and location that is mutually set by the parties. In the event that neither party has submitted agenda items five days in advance of the meeting, the labor/management meeting will be considered cancelled.

The parties agree to provide appropriate information as may be reasonably requested in order to discuss and resolve issues presented to the labor/management committee. The Employer will respond to outstanding issues presented at the labor/management meeting within twenty (20) days. This period in which to respond will be waived if circumstances requires additional time to respond.

6.3. Grievances shall not be considered in labor/management meetings unless the parties agree otherwise.

ARTICLE 7 NON-DISCRIMINATION

7.1. References to Male and Female Employees. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

7.2. Union Membership is Voluntary. Joining the Union and continuing or not continuing in membership shall be voluntary acts by any employee. The Employer and the Union shall not interfere in any way with an employee's exercise of his right to be or not be a member of the Union, nor shall they discriminate against any employee because of his membership or non-membership in the Union.

7.3. Sexual Harassment. Sexual harassment is defined as: "unwelcome sexual advances"; requests for sexual favors; or other verbal or physical conduct of a sexual nature. The parties herein agree not to engage in sexual harassment.

7.4. Reasonable Accommodations. The Union and the Employer recognize their mutual obligations under the A.D.A. and O.R.C. 4117 as they relate to disabilities. The parties agree to negotiate actions required by those laws.

ARTICLE 8 UNION RECOGNITION

8.1. Exclusive Representative and "Bargaining Unit" Defined. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment for those employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in SERB #05-REP-02-0018. All employees of the Greene County Sanitary Engineering Department including:

Fiscal Support Technician
Fiscal Support Specialist
Fiscal Support Supervisor
Billing Clerk 1
Cashier
Central Maintenance Worker 2
Chief Billing Clerk
Clerical Specialist 1
Customer Service Worker 1
Customer Service Worker 2
Environmental Services Attendant
Environmental Services Crew Leader
Equipment Operator 3
Inspector
Laboratory Technician 1
Laboratory Technician 2
Mail Clerk/Messenger
Project Coordinator
Project Designer
Sewer Maintenance Worker 1
Sewer Maintenance Worker 2
Vehicle Mechanic 2
Vehicle Mechanic 3
Waste Management Operations Worker
Wastewater Treatment Plant Maintenance Worker 2
Wastewater Treatment Plant Operator
Wastewater Treatment Plant Worker
Water Maintenance Worker 1
Water Maintenance Worker 2
Water Treatment Plant Maintenance Worker 2
Water Treatment Plant Operator
Water Treatment Plant Worker

8.2. Bargaining Unit Exclusions. All management level employees, confidential employees and supervisors as defined by the Collective Bargaining Act.

8.3. Probationary Employees. An employee in his initial probationary period may not use the grievance procedure for any reason until successful completion of his probationary period.

8.4. Part-Time Employees. For the purpose of this Article, a part-time employee shall be an employee whose regular hours of employment is less than forty-one (41) hours bi-weekly.

ARTICLE 9 UNION SECURITY

9.1. Membership Availability. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probation period.

9.2. Dues "Check-Off". The Employer agrees to deduct regular membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which Union dues are regularly deducted.

9.3. Disclaimer of Responsibility-Re: "Check-Off". It is specifically agreed that the Employer assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

9.4. Termination of "Check-Off". The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with its terms or with applicable law.

9.5. Limitation of "Check-Off". The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

9.6. Errors in "Check-Off". It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of a deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

9.7. Annual Certification by Union Treasurer. The names of employees and the rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to request the Greene County Auditor to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction.

9.8. Correction of Deduction. Deductions provided for in this Article shall be made during one (l) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period in which Union dues are regularly deducted if the total deduction does not exceed the total of two (2) month's regular dues. The Employer will not deduct more than two (2) month's regular dues from the pay of any Union member, nor will the Employer deduct more than one (1) month's regular dues for more than one (1) consecutive month.

9.9. Duration of Authorization. Each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and the Union.

9.10. Maintenance of Membership. Although it is agreed that Union membership is not a mandatory condition of employment for any employee covered by this Agreement and employed before its effective date who has become a Union member prior to this date shall, as a condition of continued employment, continue to pay to the Union those dues or fees charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for yearly withdrawal of membership).

9.11. New Hires' Membership. An employee hired after the effective date of this Agreement and covered by this Agreement who, after completing one hundred eighty (180) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 9.10 above.

9.12. Withdrawal from Membership. Every employee who is a member of the Union shall have the right to withdraw from membership during the period of August 15 through September 15 each year of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions in Section 9.10.

ARTICLE l0 SEASONAL EMPLOYEES

10.1 The Employer may employ seasonal employees for a period not to exceed that period as defined by SERB. Seasonal employees may not be utilized so long as any bargaining unit employees are on layoff. Seasonal employees shall not be covered by the terms of this Agreement.

ARTICLE 11 UNION REPRESENTATION

11.1. Union Representative Recognition. Council or Local Union representative will be recognized by the Employer as Union representatives upon the receipt of a letter so identifying them and signed by an officer of the Council or Local Union.

11.2. Notification to Employer of Representatives. The Union must submit in writing the name of the employees selected by the union to act as the Union representative for the purpose of processing grievances. The Employer shall be notified in writing of changes in these employees' positions. No employee shall be permitted to function as Union representative until the Union has so notified the Employer. The Employer will recognize a maximum of three stewards plus a chief steward and the staff representative from AFSCME Ohio Council 8 to participate in the grievance procedure as set forth in this Agreement. The Chapter Chairperson may act in the capacity of Steward in the absence of the regular steward.

11. 3. Roster of Union Officers. The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

(1) Name
(2) Address
(3) Home Telephone Number
(4) Immediate Supervisor
(5) Union Office held

11. 4. Activities of Union Steward. A steward will be permitted reasonable leave without pay to investigate and process grievances during working hours, provided the steward first obtains the permission of his immediate supervisor and the permission of the supervisor of any employee with which the steward intends to speak. Such permission shall not be unreasonably withheld. Stewards shall not lose straight time for disciplinary or grievance meetings that the Employer schedules during the stewards' normal work hours.

11. 5. Admittance to Facilities and Work Sites. The Employer agrees that Staff Representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend other meetings provided for herein. The Staff Representative of the Union shall not interfere with an employee's work assignment. Union business other than that listed in Section 11. 4 above shall not be conducted by Union Stewards during working time, nor shall it, in fact, interfere with the work assignment of any employee. Union Stewards or other union members shall not use county vehicles or other county equipment to conduct union business.

11. 6. New Bargaining Unit Employees. The Employer shall provide the Union with a list of bargaining unit employees hired within the past thirty (30) days.

11. 7. Facilities. The Union Chairperson will be provided the use of a lockable file cabinet. In the event that a Union steward or representative requests the opportunity to meet privately with an employee prior to a disciplinary grievance meeting, the Employer shall make all reasonable efforts to accommodate that request.

ARTICLE l2 BULLETIN BOARDS

12.l. Bulletin Boards. The Employer agrees to provide to the Union a bulletin board in each location which may be used by the Union for posting notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

l) Recreational and social events;
2) Election and election results;
3) Notice of Union Appointments;
4) Notices of membership meetings and reports and minutes thereof.

12.2. Other Materials. Prior to posting of any notice on the Union bulletin board, the Union shall file one (l) copy of said notice or material to the Employer. If the Union desires to post any other information or material, the Union shall first submit same to the Employer for his approval. The Employer shall have the sole discretion to approve or disapprove of said posting(s). The Union agrees not to post any material of a defamatory, political or libelous nature.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1. Definition. A grievance is any dispute which a bargaining unit employee has concerning the interpretation, application, or alleged violation of the express provisions of this agreement.

13.2. Time Limit for Filing. All grievances must be submitted within ten (10) calendar days after the occurrence of the act or events giving rise to the alleged grievance, or within ten (10) calendar days of the date the employee should have known of the events giving rise to the alleged grievance.

13.3. Procedures. An employee shall discuss any complaint he has with his immediate supervisor. If the complaint is not resolved, subject to Section 13.1 above it shall be deemed a grievance and shall be settled in accordance with the grievance procedure set forth below.

Step l. An employee wishing to file a grievance, must present the grievance through his Union Representative in writing to the immediate supervisor, stating the section of the agreement which he claims to be violated, specifying the remedy sought and countersigned by the union steward. The immediate supervisor shall reply to the grievance in writing within ten (10) calendar days after the grievance is submitted to him.

Step 2. If an employee does not agree with the response or does not receive a reply to his written grievance within ten (10) calendar days, his grievance, through his Union Representative, may be taken to Step 2 of the Grievance Procedure. A Step 2 grievance must be filed with the applicable superintendent within ten (10) calendar days after the employee receives his reply or

should have received his reply. The Superintendent will investigate, make inquiries and may schedule a meeting with the Union Representative to be held in ten (10) calendar days after the Manager has received the grievance. The Superintendent will provide a written reply within ten (10) calendar days after the scheduled meeting.

Step 3. If the employee does not receive a satisfactory reply to his written grievance within ten (10) calendar days, or the employee receives no reply to his written grievance at the end of the ten (10) calendar days, his grievance, through his Union Representative, may be presented to the Department Director at Step 3 of the Grievance Procedure within ten (10) calendar days after the date of the reply was or should have been received. The Department Director, or his designee shall schedule a meeting with a representative of the Union to be held within fifteen (15) calendar days of receipt of the grievance. The Department Director will provide a written reply within ten (10) calendar days after the meeting is held.

Step 4. Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation by either party. If a grievance proceeds to mediation, the procedures set forth in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a Mediator from the Federal Mediation and Conciliation Services or the State Employment Relations Board. The Mediator may not serve as an arbitrator for the same issue for which he or she is the Mediator.

The grievant shall have the right to be present at the mediation conference. The County and the Union may each have no more than three (3) additional representatives as participants in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the Mediator unless mutually agreed to by the parties and the Mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.

If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the Collective Bargaining Agreement shall commence on the day of the mediation conference.

The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5. a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must make written application to the Employer for arbitration within thirty (30) calendar days of receipt of the Director's Step 3 answer. The parties shall jointly request the American Arbitration Association or the Federal

Mediation Conciliation Service to submit a panel of arbitrators within thirty (30) calendar days of the Union's appeal to arbitration. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (l) entire panel. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union requesting that he set a time and date, subject to the availability of the Department and Union representatives. All arbitration hearings shall be held in Xenia, Ohio (unless the parties mutually agree otherwise).

b) The arbitrator shall have no right to recommend to amend, amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of state or local laws. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

c) The fee and expenses of the arbitrator shall be divided equally between the County and the Union provided, however, that each party shall be responsible for purchasing its own copy of the written transcript.

13.4. Union Representation. During the Grievance Procedure, the employee may have his Union steward present, or any other personal representative.

13.5. Probationary Employees. This grievance procedure is not available to any employee for appeal of a probationary discharge.

13.6. Group Grievances. Where a group of employees desire to file a grievance or complaint involving a situation affecting each employee in the same manner, one employee selected by the Union will process the grievance.

13.7. Time Limits. The parties may by mutual agreement waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

13.8. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon mutual agreement of both parties.

13.9. Witnesses. Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The employee shall give twenty-four (24) hours advance notice to the Employer of the name(s) of any witness(es) requested before the applicable Step of the Grievance Procedure. The Employer reserves the right to limit the number of witnesses. The Employer may compensate the aggrieved employee or persons attending a grievance meeting on behalf of the aggrieved employee.

ARTICLE 14 JOB POSTING

14.1. All Vacancies to be Posted. When a permanent vacancy occurs within the bargaining unit, the Employer shall post for seven (7) working days a notice of the vacancy. The posting shall contain the job classification, rate of pay, shift, location, minimum qualifications of the position, a summary of the duties and the closing date of the posting. If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit. Job posting may be used for sixty (60) days from the start date of the successful applicant for subsequent vacancies in the posted vacancy classification.

14.2. Employees to Apply in Writing. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period.

14.3. Employer Declares Existence. The Employer will decide when a vacancy exists. The bidding procedure as described herein shall only apply to bargaining unit vacancies.

14.4. Seniority as Applied to. The applications timely filed will be reviewed by the Employer. Selection for bargaining unit positions will be made on the basis of skill, experience, and the ability to perform the work in question. If the skill, experience and ability to perform the work of two (2) or more applicants are equal, seniority shall govern.

14.5. Temporary Vacancies. Due to the nature of a position and in order to prevent interruption of a service, the County shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position. As much as is practicable, the Employer will limit such temporary assignments to thirty (30) calendar days, except in cases of vacancies resulting from approved leave or where the Section 1 procedure is in process.

14.6. Probationary Period. An employee selected for a promotional position will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during a one-hundred twenty (120) day probationary period, however, this probationary period may be extended upon mutual consent of the parties. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former classification and salary. Probationary reductions are to start at the third step of the Grievance Procedure.

14.7. New Employees/Shift Assignments. All new employees shall be considered as probationary employees and must successfully complete a probationary period of one-hundred eighty (180) days. The Employer may assign shifts to probationary employees during the initial ninety (90) calendar days of the probationary period. The least senior qualified employee, who is displaced from his normal shift assignment under this Section, shall be temporarily reassigned to the shift vacancy. Upon completion of the probationary period, the displaced employee shall return to his regular shift assignment.

ARTICLE 15 TRAINING AND TESTING

15.1. Wages. Employees authorized in writing to participate in job-related training or testing shall suffer no loss of wages or benefits during the training/testing.

15.2. Commercial Driver License (CDL). Since no new chauffeur licenses will be issued in Ohio, employees who are required to operate commercial motor vehicles as defined by ORC Chapter 4500 in the course of their employment will be required to obtain and retain a CDL upon the expiration of a chauffeur license or by April 01, 1992 (whichever occurs first).

(a) The Employer agrees to reimburse the employee for the fees required (License Abstract; CDL Fee; Deputy Registrar Fee; and, if necessary, Road Skills Test Fee) in order to obtain a County-required CDL one (1) working day after the CDL has been obtained and the employee has presented a reimbursement application to the Employer.

(b) The Employer may sponsor or conduct special programs for employees as it deems appropriate. The Employer will maintain a library of written material, audio cassettes and/or audio-visual cassettes for the employee's use.

(c) When a road skills test is required, the appropriate county-owned vehicle will be made available for the test, if a written request is made at least fourteen (14) days in advance. Practice time will be made available subject to the Employer's need for vehicles.

(d) In the event an employee is unable to obtain and retain a CDL as required for the performance of the job, the employee will be subject to the layoff provisions of Article 16 of the Labor Agreement. If an employee is laid off because he is unable to obtain a CDL, he will be recalled to an entry level position for which he is qualified before an applicant is offered employment in accordance with the provisions of Article 16.

15.3. Continuing Education. The employer will pay for all continuing education for certification set forth in OAC 3745-7-05 that is required to maintain the employee's current classification.

ARTICLE 16 SENIORITY AND LAY-OFFS

16.1. Seniority Defined. Seniority is defined as length of continuous full-time service since their last date of hire with the Sanitary Engineering Department.

16.2. Probationary Period. No employee shall acquire seniority rights under this Agreement until he has been continuously employed by the Employer for one hundred and eighty (180) calendar days. During this period, he shall be considered a probationary employee. In the case of layoff, and recall, there shall be no seniority among probationary employees.

16.3. Layoff and Recall. The Employer shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

(a) Seasonal employees;
(b) Probationary employees; and
(c) Employees by classification in accordance with their seniority and their ability to perform the remaining work available without further training.
(d) Employees may displace the least senior employee in a classification previously held by the employee provided the employee is presently qualified to perform the work.

16.4. Recall. An employee who is laid off shall be placed on a recall list for a period of two (2) years or for a period equal to the employee's length of seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled to their prior classification, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return within three (3) days after receiving notice of recall. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee; it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address.

16.5. Notification to Union of Job Abolishment. When the Department Head recommends to the Commissioners that a job or jobs be abolished, a copy of the recommendation will be given to the Union.

16.6. Termination. Seniority and the employment relationship shall be terminated when an employee:

a. quits; or
b. is discharged for just cause.

16.7. Posting. Every sixty (60) days, if a change has occurred, the County shall post on the bulletin boards a seniority roster showing the continuous service of each bargaining unit member.

ARTICLE 17 TRANSFERS

17.1. On each January 1 a shift or facility transfer shall be given to any employee within the same classification who is senior to any other employee requesting the same shift or facility.

17.2. Employees working the 4 day 10 hour schedule, with a different combination of Monday through Friday days of work, or similar schedule, shall have the same transfer right as in Section 17.1.

17.3. The Employer may deny a facility transfer request made pursuant to Section 17.1 based on operational reasons. Such requests shall not be unreasonably denied. If a grievance is filed challenging a denial, the Employer shall have the burden to establish that the denial was made for operational reasons.

17.4. The Employer has the authority to transfer employees within the employee's classification for cross-training purposes, not to exceed eight weeks per employee in any calendar year.

ARTICLE 18 CLASSIFICATION SYSTEM

18.1. Classification. The classification of positions within the Employer, the duties assigned to those positions and the methodology used for classification is vested with the Employer. Whenever a new classification is established or an existing classification substantially changed, the Employer shall notify the Union in writing of the effective date of the change, then shall meet with the Union to discuss the changes.

18.2. Rate of Pay. A rate of pay shall be assigned to each new classification by the Employer. By mutual consent, the assigned rate of pay may be submitted to an arbitrator for determination of the reasonableness of the assigned rate of pay. If not resolved by agreement or arbitration, the rate of pay will be subject to retroactive negotiations at the conclusion of the current Agreement.

ARTICLE 19 PERSONNEL RECORDS

19.1. Employee Access to Personnel File. An employee shall have access to his personnel folder, upon reasonable notice to the Personnel Director of the Board of Greene County Commissioners. Such access to personnel records shall be within two (2) working days of said request. Inspection shall occur during his non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and Director, or his represented designee. The employee may be accompanied by his personal representative in such inspection.

19.2. Confidential Information. It is understood between the parties that this access does not include pre-employment employer inquiries and reference checks and responses or information provided the county with the specific request that it remain confidential. An employee may request copies of materials in his personnel file; however, the employee shall bear the cost of duplication.

19.3. Employee May Add to File. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in their personnel file.

ARTICLE 20 CORRECTIVE ACTION

20.1. Employee Tenure. The tenure of every employee shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

20.2. Types of Discipline. Disciplinary action may include (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reduction; (e) discharge from employment.

20.3. Written Reprimand Removal. Written warnings will be sealed at the employee's request two (2) years after the effective date of the warning, provided there is no intervening disciplinary action during the two (2) year period. Suspension actions will be sealed at the employee's request three (3) years after the effective date of the warning, provided there are no intervening disciplinary action during the three (3) year period.

20.4. Copies to Employees. An employee shall be given a copy of any written reprimand or evaluation entered in his personnel record. In addition, the Union shall receive a copy of any disciplinary action taken against the employee.

ARTICLE 21 UNIFORMS

21.1. Uniforms Provided. The Employer will continue to provide the current number of uniforms, consisting of pants, shirts, and insulated two-piece uniforms or insulated coveralls. Insulated uniforms will be provided for those field employees assigned to such duty by the Employer.

21.2. Replacement Policy. Uniform and safety glass styles and replacement policies will be determined by the Employer. Uniforms and safety glasses which become damaged and/or worn in the course of employment will be replaced upon reasonable request by the employee.

21.3. Cleaning and Maintenance. The Employer will be responsible for the cleaning and maintenance of uniforms.

21.4. Foul Weather Gear. Foul weather gear (boots, gloves, hats, rain coats, and/or coveralls) will be furnished by the Employer to employees when their duty must be performed outside in inclement weather.

21.5. Termination of Employment. These uniform items will remain County property. Employees must return all uniforms when they terminate their employment. Any uniform items that are not returned to the Employer within five (5) calendar days after termination of employment will be charged to the employee and the actual cost of these items will be deducted from the employee's final paycheck. For purpose of this Section, uniforms are considered any item of property issued to an employee for official use by the Employer.

21.6. Safety Shoes. All employees who perform tasks for which steel-toe safety shoes are required by state or federal safety regulations (including laboratory employees) will be permitted to obtain shoes at a cost of up to $200.00 per pair at a minimum of two local area stores, by means of Department purchase orders. Shoes must meet OSHA standards, and may be obtained on an annual basis for "regular" shoes and every three years for "insulated" shoes between August 1 and August 30. Employees may chose insulated shoes in place of regular shoes annually. Employees will be required to verify the need for the new shoes by signing a statement.

21.7. Safety Glasses. All employees whose vision requires them to wear prescription glasses and who are assigned to tasks for which safety glasses are required by state or federal safety regulations will be allowed to select one pair of safety glasses from a selection made available by the Employer. Employees must provide the Employer with a prescription for the lens.

21.8. Permissible Use. Uniforms, safety glasses and safety shoes may be worn only in the course of employment.

21.9. Accounting of Uniforms. The employer will provide to the employee an accounting of each of the employee's uniforms that are taxed by the IRS as a benefit. This accounting shall be provided to the employee within a reasonable time after the employer composes the figures and information. The information shall consist of an itemized breakdown of all uniforms provided to the employee, and the cost of those uniforms so provided.

ARTICLE 22 HOURS OF WORK AND OVERTIME

22.1. Application. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement.

22.2. Work Period. (a) The normal work period for employees covered by this Agreement shall consist of five (5) work days during each consecutive seven (7) day period. The hours of work for employees assigned to a normal five (5) day work period shall be 7:00 a.m. until 3:30 p.m., with a thirty (30) minute lunch period.

(b) Employees working a work period other than described in Article 22.2(a), will have sick leave and vacation leave accumulation figured on all hours actually worked up to 80 hours per pay period (14 consecutive days per pay period). The parties recognize that other work schedules may be used based on agreement of the parties for operational reasons. The parties recognize that the Employer may need to modify the work schedules as set forth in this Agreement. Such modifications may only be made for operational reasons. Except in cases of emergency, the Employer shall provide the Union with fourteen (14) days advance notice of such changes to the work schedule. Upon request, the Employer shall meet with the Union in order to discuss the affects of the work schedule on bargaining union employees.

22.3. Four-Day Schedule. (a) It is understood between the parties that positions may be assigned to a four-day, ten (10) hours per day schedule in the County's best interest regarding the public's health, safety and welfare, as determined by the Employer.

(b) It is further understood that the Inspector positions normal work hours are 7:00 a.m. - 3:30 p.m., Monday through Friday. However, they may be assigned a four day-ten hour schedule when necessitated by a contractor's hours.

22.4. Overtime Compensation. Subject to Section 22.5, all employees shall be paid one and one-half (1½) times the regular hourly rate of pay for overtime hours worked. Employees shall receive time and one-half their regular rate of pay for all authorized hours actually worked, vacation, compensatory or holiday hours paid, and paid administrative leave, in excess of forty (40) hours per week.

22.5. Compensatory Time. Compensatory time shall be accumulated at the rate of one and one-half hours for each overtime hour earned, but may not accumulate in excess of sixty (60) hours. Employees who are assigned to a four day-ten hour schedule may accumulate up to eighty (80) hours of compensatory time. Compensatory time may be used at a time mutually convenient to the Employer and employee, with reasonable advance notice.

22.6. Pyramiding Prohibited. There shall be no pyramiding or duplication of any overtime.

22.7. Pay Periods. The pay period is defined as the bi-weekly period as defined by the County Auditor, beginning Saturday at l2:0l A.M. and ending on the second Friday at l2:00 midnight.

22.8. Hours of Work Calculations. All hours of work and overtime will be calculated by rounding to the nearest one-tenth of an hour.

22.9. Overtime Distribution. (A) The Employer will use all reasonable efforts to distribute authorized overtime among all employees in each classification within the division on a

non-preferential and equal basis. The Employer shall prepare an overtime distribution list by job classification, within each division, for overtime assignments when overtime work is necessary. All overtime shall be offered equally to all employees within the same division and classification, except in case of emergency or when a particular employee or group of employees with special skills, knowledge or qualifications is needed. The overtime distribution list shall begin with the most senior person in the job classification. When an employee is unable to work the overtime which is offered to him, the employee shall be charged with the hours offered, and will not be offered overtime again until his name appears at the top of the list. Beginning the first full pay period in January, the overtime distribution list will start over at zero.

(B) An employee returning from a leave of more than ten (10) working days will be charged with the hours of overtime offered during the leave.

(C) An employee who is entering a new classification will be charged with the average number of hours worked in the classification.

(D) When an employee's name comes up on the overtime list while the employee is on vacation, compensatory time, or sick leave due to a death in the family covered in Article 24, Section 24.8, he shall not be charged on the list for the hours he could have worked had he been available, unless he has informed the immediate supervisor in writing before the leave begins that he wants to be contacted for the overtime assignment. If the employee turns down the request to work overtime, he will be charged the hours he would have been able to work.

22.10. Overtime Assignments. The Employer reserves the right to require employees to work overtime. Should it be necessary to require overtime, the Employer will require the least senior qualified employee(s) in the job classification to accept the overtime assignment.

22.11. Employee's Responsibilities. The employee is responsible for maintaining a current and correct address and telephone number with the Employer.

22.12. Omission of Overtime. Any errors or omissions of overtime distribution not brought to the attention of the Employer by the affected employee before the completion of his or her next five work shifts shall be deemed waived. An employee who is erroneously not offered overtime shall be given preference to the next available overtime opportunity comparable to this missed overtime.

22.13. Time Change. Shifts affected by changes to/from Daylight Savings Time will be paid for at the standard rate of eight (8) hours. In those cases where the work day is shortened as a result of the change, no employee will be docked. Where the work day is lengthened due to the time change that hour will not be compensated.

22.14. Probationary Employees. A person in an initial probationary period is eligible for overtime assignments.

22.15. Call-In Pay. Call-in time is defined as work assigned by the Employer performed at a time disconnected from his normal hours of work. An employee who is called in will be paid for actual hours worked at the applicable rate, but in no event will receive less than the equivalent of four hours straight time regular pay. To facilitate call-ins, employees may be required to remain on electronic standby during the normal workweek. When a lab employee is required to work on a weekend or holiday with more than forty-eight (48) hours advance notice, he or she shall receive one (1) hour minimum of pay or the time actually worked, whichever is greater at the appropriate rate.

22.16. Prescheduled Overtime. All work that the Department pre-schedules to be performed on an overtime basis more than forty-eight (48) hours in advance shall be posted at least forty-eight (48) hours in advance or it will be considered call-in overtime.

ARTICLE 23 LEAVES OF ABSENCE

23.1. Disability Leave/Medical-Related Leave of Absence: When employees become physically or mentally incapacitated for the performance of the duties of their position, they shall be granted a disability leave of absence without pay, provided the disability continues beyond the accumulated sick leave balance and provided the established procedures are followed.

The Employer may require a medical examination conducted by a licensed physician. In cases where the employer has reason to believe that the period of disability will not exceed six (6) months, the employee will be given a disability leave of absence without pay. If the disability leave extends beyond the six month period, the employee will be given a disability separation. The employee who is given a disability separation has reinstatement rights for one (1) year. If the employee recovers and wishes to return to work from the leave within that year, he will be reinstated within thirty days after making written application if suitable work is available. The Employer may also require a medical examination to be conducted by a County-designated licensed physician before authorizing a return to work. The cost of this examination will be borne by the Employer.

23.2. Personal Leave of Absence Without Pay: All employees may be authorized, with approval, to take an unpaid leave of absence for personal (non-medical) reasons, including child care reasons, without loss of employment rights. An employee, while on such a leave of absence, does not earn sick leave or vacation leave. This type of leave of absence is known as a Personal Leave of Absence Without Pay (PLWOP) and is limited to a maximum duration of six (6) months.

23.3. Military Leaves of Absence. The Employer shall comply with applicable State and Federal law concerning military leave.

23.4. Education Leave of Absence/Governmental-Sponsored Program Leave of Absence: Leave of absence without pay may be granted for a maximum period of two (2) years for the purpose of education or training which would be a benefit to the Employer; or, for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two-year period shall not be allowed.

23.5. Court Leaves of Absence:

(a) With Pay: The Employer shall grant court leave with full pay to an employee when:

1. Summoned for jury duty by a court of competent jurisdiction; or

2. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where an employee is not a party to the action; or

3. The employee is an appellant in any action before a state board of review and is in an active pay status at the time of a scheduled hearing before the board.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the payroll officer for transmittal to the Greene County Treasurer.

(b) Without Pay. A leave of absence without pay shall be granted to an employee when appearing before a court or other legally constituted body in a matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

23.6. General Information: The above referenced leaves of absence require written request and supervisory approval prior to being granted a leave. Application for a leave of absence with or without pay with the intent to defraud will result in disciplinary action up to and including dismissal, and a refund to the County of salary or wages paid to the employee. An employee who is absent from work for three (3) consecutive days without just cause and without proper notice to the County's designated authorities will be immediately removed from employment.

During leaves of absence without pay, hospitalization and life insurance benefits are suspended while the employee is on leave in accordance with the County's defined schedule. The Employer will advise an employee of the date of suspension of benefits, conversion privileges and other relevant information. Upon return to work, benefits will be reinstated.

23.7. The Family and Medical Leave Act. Except as provided otherwise in this Agreement, an employee will be entitled to FMLA Leave of Absence pursuant to the County's Policy.

ARTICLE 24 SICK LEAVE

24.1. Eligibility.

A. For each hour in active pay status, other than overtime hours, an employee shall earn .0575 hours of sick leave.

B. The total amount of time which an employee may utilize short-term leave shall be limited to 48 hours in one calendar year (60 hours if on a four 10-hour day schedule). The calendar year shall be from January 1 to December 31. New employees will accrue short-term sick leave on a pro-rata basis. Sick leave shall be used in one-tenth of an hour increments.

C. An employee is entitled to utilize long-term leave when the employee is absent for a period of 3 days or more due to medical incapacity, such as hospitalization or other condition requiring medical treatment.

D. Employees who have more than 440 hours of sick leave are exempt from the short-term sick leave provisions in this article.

24.2. Entitlement. An employee may request sick leave by following the procedure outlined in Section 24.3 of this Article. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family; and

E. Pregnancy, childbirth and/or related medical conditions. Post-natal period for the care of the employee's spouse and family. Paid sick leave shall be limited to five (5) work days, unless there is an otherwise qualifying condition as provided under the Family Medical Leave Act (FMLA).

F. Death of a member of the immediate family as defined in 24.8. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days. Sick leave used for a death in the immediate family will not count toward short-term leave or affect any attendance incentive benefit.

Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a physician's release to return to work, or a physician's statement indicating the employee's presence was necessary for the health and welfare of an affected family member.

24.3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication, the immediate supervisor or other designated person in accordance with the Department's policy as soon as possible. If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion verify the report of illness or disability.

MEDICAL CERTIFICATION. If an employee is absent for three (3) or more consecutive work days, a physician's statement adequately setting forth the reasons to justify the use of sick leave, that the employee was unable to work and the employee is able to return to work, is required before the employee may return to work. In cases of the immediate family member's medical incapacity, a physician's statement indicating the employee's presence was necessary for the health and welfare of the family member is required when such absence is for three (3) or more consecutive work days.

24.4. Payment. During the first day following an employee's return to work, the employee shall formally request sick leave by completing his/her portion of the employer's request for leave form and submit it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

A. The following attendance incentives have been established to encourage good attendance and reward Employees for reliability and dependability. Full-time Employees who have annually accumulated one hundred two (102) hours of sick leave by November 30 of each year may elect to participate in the wellness leave or incentive pay, but not both. Incentive Pay and Wellness Leave will not reflect any loss of accrued sick leave.

1. Attendance incentive pay.
   a.) Eighty (80) hours bi-weekly full-time employees who use the following amount of sick leave and/or Family Medical Leave and have no unpaid leave during the period December 01 through November 30 will be entitled to a lump sum payment on or prior to December 20th in accordance with the following schedule:

LEAVE USED:	INCENTIVE PAY:
0	A maximum of 24 hours of pay
From .1 up to 8.0	A maximum of 16 hours of pay
From 8.1 up to 16.0	A maximum of 8 hours of pay

2. Wellness leave.
   a.) Eighty (80) hours bi-weekly full-time employees who use the following amount of sick leave and/or FMLA Leave and have no unpaid leave during the period December 01 through November 30 shall be eligible to receive wellness leave in lieu of incentive pay in accordance with the following schedule:

LEAVE USED:	WELLNESS LEAVE NEXT YEAR:
0	A maximum of 24 hours
From .1 up to 8.0	A maximum of 16 hours
From 8.1 up to 16.0	A maximum of 8 hours

b.) Employees shall schedule the wellness leave with their immediate supervisor as far in advance as is possible. Employees will be required to notify their immediate supervisor within the time limits established by the Department Policy. In no event, however, may wellness leave be taken with less than twenty-four (24) hours notice.

3. There shall be no provision to allow conversion of the wellness leave to cash.
4. Department Directors shall be solely responsible for approval of Wellness Leave.
5. Wellness Leave may be taken in no less than four (4) hour increments, or the equivalent of one-half work day.
6. Earned Wellness Leave must be used by December 31 of the following year. Earned Wellness Leave will be forfeited if not used by December 31 of the following year.

24.5. Abuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

24.6. Payment of Sick Leave Only Upon Death or Retirement. At the time of retirement, an employee in active continuous service with ten (10) or more years of actual service may elect to be paid in cash for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement. Former employees are not eligible for this payment. Retirement means disability or service retirement under any state or municipal retirement system in Ohio. In case of the death of an employee with ten (10) or more years of actual service, payment will be made payable to the employee's estate pursuant to this schedule. Accepting the cash payment eliminates all remaining sick leave credit accrued up to that time. The rates of payment are as follows:

A. Ten or more years of service: 25% up to a maximum of 1/4 of 120 days, or a maximum of thirty (30) days.

B. Twenty or more years of service: 33% up to a maximum of 1/3 of 120 days, or a maximum of forty (40) days.

C. Twenty Five or more years of service: 40% up to a maximum of 2/5 of 120 days, or a maximum of forty-eight (48) days.

D. Thirty or more years of service: 50% up to a maximum of 1/2 of 120 days, or a maximum of sixty (60) days.

24.7. Definition of Immediate Family. Grandparents, brother, sister, brother-in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

24.8. Prior Sick Leave Credit. New employees of the Board of Greene County Commissioners will be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment, provided they are employed within ten (10) years of separation from the other state or government employment.

24.9. Waiver. The Employer shall, at his discretion, waive the short term limits for an illness or injury requiring an extended and regularly scheduled series of physician visits or rehabilitation visits.

24.10. Catastrophic sick leave donations. These donations are to assist those full-time, regular, non-probationary, exempt and other designated Employees who are placed on an unpaid medical-related leave of absence due to a non-occupational catastrophic illness or injury, or who have a terminally ill or injured spouse or child, after exhausting all other available paid leave. This program does not supersede nor replace other disability or retirement programs.

1. Definition of "catastrophic illness or injury". For purposes of this Policy, the term "catastrophic illness or injury" shall include only those non-occupational illnesses or critical injuries of the Employee where the unpaid medical leave of absence will continue at least thirty (30) calendar days. Catastrophic sick leave donations may also be requested for care of a spouse or dependant child with a catastrophic illness or injury or with a terminal condition.
2. Application for donation. Applications for catastrophic illness or injury sick leave donation must be submitted to the Employer in writing. Applications will include, but not be limited to, the following information:
   A. The nature of the claimed catastrophic illness or injury;
   B. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
   C. Projected date of return to duty;
   D. The Employer will provide the applicant's sick leave usage record; the Employee may provide an explanation of previous leave usage; and
   E. Any other pertinent information the applicant wishes to submit to the committee for its consideration.
3. Approval/joint committee. Requests for donations will be approved by the Human Resources Director in consultation with the Director of the Employee making the request. If a question exists regarding the applicant's eligibility for donations, the Human Resources Director will convene a group of two Department Directors, and an Employee, not associated with the applicant, to serve on a Joint Committee. The Joint Committee will review the request and make a final decision, which will not be subject to the grievance procedure.
4. Posted notice. When the Employer approves a request for donated sick leave, a notice will be posted informing Employees of a particular Employee's need for assistance.
5. Donor eligibility. Any donations made pursuant to this provision must be VOLUNTARY. Employees will be eligible to donate a minimum of one work day and a maximum of forty (40) hours of sick leave annually if:

A. The Employee is actively at work and will maintain a sick leave balance of four hundred forty (440) hours after the donation of any sick leave; and

B. The Employee has completed and submitted a Sick Leave Donation Form to the immediate supervisor.

6. Maximum Benefit. Donated sick leave will be made available for up to 90 calendar days on the initial approval. In extraordinary circumstances, the employee may make a written request for an extension of an additional 90 days subject to Section C.3. above. In no case shall catastrophic donated leave continue beyond 180 calendar days or the amount of donated leave, whichever is shorter.

7. Use of donated sick leave.
   A. A recipient may use donated sick leave only after having exhausted his or her own accrued paid leave.
   B. Donated sick leave will be used in place of the Employee's regularly scheduled hours of work to the extent necessary.
   C. No sick leave, vacation leave or other applicable benefits shall accrue to the Employee for any hours paid through donated sick leave.
   D. Donated sick leave pay shall not affect the effective date of the qualifying event for purposes of offering continuation of the County's health insurance program.
   E. Attendance and payroll records shall denote a "DSL" for time paid through donated sick leave.

8. Unused donated sick leave. If a recipient does not use all donated sick leave during the leave of absence, the unused donations will be returned to all donors on a pro-rata basis.

9. Limit on applications. The catastrophic sick leave donation program is not designed to be a recurring benefit in the absence of accrued sick leave. The program may only be granted one time per qualified employee.

10. In unusual circumstances, an additional request may be considered. Any subsequent request will be reviewed by a joint committee of bargaining unit and management employees who will consider the nature of the request and the attendance pattern of the employee. If approved, donations will be allowed from the bargaining unit only.

ARTICLE 25 VACATION

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

1. Less than one year of service completed - No Vacation
2. One year of service but less than eight years service completed - 80 hours.
3. Eight years of service but less than fifteen years service completed - 120 hours.
4. Fifteen years of service but less than twenty-five years of service completed - 160 hours.
5. Twenty-five years or more service completed - 200 hours.

25.2. Prior Service Credit. New employees of the Board of Greene County Commissioners will be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment pursuant to ORC Section 9.44.

25.3. Accumulation. Vacation is credited each bi-weekly pay period at the following rates:

1. For those entitled to 80 hours annual vacation - 3.1 hours per pay period.
2. For those entitled to 120 hours annual vacation - 4.6 hours per pay period.
3. For those entitled to 160 hours annual vacation - 6.2 hours per pay period.
4. For those entitled to 200 hours annual vacation - 7.7 hours per pay period.

25.4. A. First Year Exclusion. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one year of employment with the Employer.

B. Scheduling. Vacations will be scheduled in accordance with the work load requirements of the Employer. Vacation requests submitted in December for the following calendar year will be granted according to seniority, subject to the needs of the Department. Thereafter, requests for vacation will be processed sixty (60) days in advance of the requested time and granted according to seniority, subject to the needs of the Department. Vacation requests received less than sixty (60) days but more than twenty-four hours in advance of the requested time will be granted as received, subject to the needs of the Department. Vacation requests made less than twenty-four (24) hours in advance of the leave may not be granted unless extenuating circumstances exist, as determined at the sole discretion of the Employer.

C. Accumulation. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.

D. Accumulation Limit. 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 three years. Such excess leave shall be eliminated from the employee's leave balance.

E. Payment on Separation. Upon separation from the Employer's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation up to three years. In case of death of an employee such unused vacation leave shall be paid to the employee's survivor or his estate.

F. Definition of When Earned. Vacation leave is earned while on vacation, sick leave or compensated time but not earned while performing overtime.

G. Minimum Allowable. Vacation may be taken in not less than one (1) hour increments.

H. Employee Option. Employees shall have the option of using their accrued vacation leave for purposes of sick leave.

I. Part-Time Employees. Part-time employees will accrue vacation leave on a pro-rated basis based on hours worked.

ARTICLE 26 HOLIDAYS

26.1. Recognized Holidays: The following days are recognized as paid holidays by the Employer and will be governed by the procedures set forth in this article:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Lincoln-Washington Birthdays	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25th

In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as a holiday. Should a holiday occur during an employee's regularly scheduled vacation, an extra day of vacation will be allowed. With respect to employees whose normally scheduled work week consists of four ten-hour days, Christmas shall be observed on December 25. When a holiday falls on the scheduled day off for an employee working four ten-hour days, the Employer may require the employee to take a day off during the same work period.

26.2. Rates of Pay: An employee who does not work on a recognized holiday shall receive eight (8) hours or ten (10) hours straight-time pay (depending upon the employee's assigned normal work period) at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours or ten (10) hours holiday pay in addition to time and one-half (1 l/2) their regular rate of pay for all hours worked on the holiday.

26.3. Part-Time Employees: Part-time employees' holiday pay will be pro-rated based on the employee's regularly scheduled work hours.

26.4. Commission Authorized Holidays. In the event that the Board of County Commission authorizes a Christmas season floating holiday, such holiday will be extended to this bargaining unit.

26.5 Personal Leave Day. Upon completion of the initial probationary period, a full-time employee will be eligible for eight (8) hours of personal leave per year. Personal leave will be scheduled in accordance with the work load requirements of the Employer, and will be lost if it is not used in a calendar year. Personal leave is not convertible to cash payments and shall be taken in no less than one (1) hour increments.

ARTICLE 27 BREAK PERIODS

27.1. Paid Break Periods. All full-time employees shall receive a fifteen (15) minute rest period during each four-hour period. The rest period shall be granted near the middle of each four-hour period whenever this is feasible.

ARTICLE 28 INSURANCE

28.1. Life Insurance. The Employer will provide $20,000.00 life insurance with Accidental Death and Dismemberment coverage for each full-time employee at no cost to the employee.

28.2. Medical and Hospitalization Insurance. All full-time employees shall be entitled to participate in the County's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive his rights to participate in either the single or family coverage. If an employee waives this benefit, such employee may not revoke his waiver until the next open enrollment period, except as provided for in the County's policy. If the County's Group program offers a health maintenance organization, eligible employees shall have the option of joining the County's health maintenance organization in lieu of the Group Hospitalization Insurance Program.

28.3. Payment of Premiums of County's Group Health Insurance Program. The County shall pay 80% of the cost of the monthly premium. The participating bargaining unit employees shall pay 20% of the cost of the monthly premium.

28.4. Medical and Hospitalization Insurance Coverage. Coverage shall begin on the thirty-first day of employment.

28.5. Insurance Continuation. Continuation of health insurance coverage in the event that coverage is terminated will be provided in accordance with state and federal laws.

ARTICLE 29 MILEAGE AND MEAL REIMBURSEMENT

29.1. Mileage. Employees shall receive mileage reimbursement for the required use of private automobiles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at the existing standard rate authorized by the Board of Greene County Commissioners.

29.2. Meals. Employees on authorized travel shall be reimbursed the actual cost of meals, up to maximum of $10.00 per breakfast meal, $10.00 per lunch meal, and $15.00 per dinner meal. In the event the County's policy changes on meal reimbursement, the changes will also cover this bargaining unit.

ARTICLE 30 SHIFT DIFFERENTIAL

30.1. Shift differential shall be paid at the rate of $.40 per hour for all assigned shifts beginning at or after 2:00 P.M. and prior to 6:00 A.M.

ARTICLE 31 TEMPORARY TRANSFER COMPENSATION

31.1. Definition. Each employee that is assigned to duties of a position with a higher pay range than is the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of pay to a rate of pay four percent (4%) above the employee's current base rate, for a period not to last more than sixty (60) calendar days. If the temporary assignment continues beyond sixty (60) calendar days, the employee shall receive the entry level wage of the classification or position being filled, or the 4% raise, whichever is greater. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal base rate of pay.

31.2 Length of Assignment. The working level pay adjustment shall become effective on the first day following a fifteen (15) calendar day assignment in the higher rated classification, and shall continue no longer than the length of the assignment.

ARTICLE 32 WAGES

32.1. Effective Dates. A. Effective the first full pay period in January 1, 2012, each employee covered by this Agreement will receive a 0% wage increase as indicated on Appendix A plus appropriate licensure pay consistent with Section 32.5. A lump sum payment of $350.00 for each employee covered by this agreement shall be made on the first full pay period following execution of this agreement.

B. The increases in, or additional licensures pay provisions of Section 32.5 will be effective the first full pay following execution of this agreement.

C. The parties agree to re-open the wage only portions of Article 32 for the last two (2) years of this contract. Such negotiations will begin no later than November 1, 2012.

32.2. New Hires. New employees hired after the effective date of this Agreement will receive the hourly rate of pay specified in Appendix A.

32.3. Promotions. When an employee is promoted to a higher rated classification, the employee's rate of pay will be the hourly rate of that classification as addressed in Appendix A, or a four percent (4.0%) increase, whichever is greater.

32.4. Rate of Pay. Each current employee's rate of pay on the effective date of this Agreement shall be the only rate used to determine the wage increases contained in this Agreement.

32.5. A. Class I, II, III Licensure Pay. The following hourly wage supplement shall be paid to employees who attain and maintain licensure from the Ohio Environmental Protection Agency (OEPA) for the following job related certifications:

Job Titles:	Supplement/Certification:	Current:
Wastewater Treatment Plant Operators	Class I WW* Certification	$.25/Hr.
	Class II WW Certification	$.50/Hr.
	Class III WW Certification	$.65/Hr.
Water Treatment Plant Operators	Class I Water Certification	$.25/Hr.
	Class II Water Certification	$.50/Hr.
	Class III Water Certification	$.65/Hr.
Laboratory Technician 1 Laboratory Technician 2	Class I Water or WW* Certification	$.25/Hr.
	Class II Water or WW Certification	$.50/Hr.
	Class III Water or WW Certification	$.65/Hr.

Utility Maintenance Worker 1	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class II Collection or Distribution License	$.40/Hr.
Utility Maintenance Worker 2	Class II Collection and Distribution License	$.55/Hr.
Sewer Maintenance Worker 2	Class I Collection	$.25/Hr.
	Class II Collection	$.40/Hr.
Water Maintenance Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Customer Service Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Inspector	Class I Distribution or Collection	$.25/Hr.
	Class II Distribution or Collection	$.40/Hr.
Vehicle Mechanic	Two Series of ASE Certification	$.25/Hr.
	Five Series of ASE Certification	$.40/Hr.
	Eight Series of ASE Certification	$.55/Hr.

* - Wastewater

B. The rates specified above are not cumulative; the higher rate supercedes the lower pay supplement. The license pay supplement will become effective the beginning of the pay period following the Employer's receipt of the certification.

32.6 Longevity Pay. (A) Unless retiring, full time employees on the payroll on December 01 of each year who have completed at least five (5) years of service shall receive longevity pay in the amount of $20.00 per year of service.

(B) Payment. Longevity pay shall be paid in the regular pay check, the first pay day of December. For purposes of calculating the years of service, only full-time continuous service on September 12th shall be used and there will be no pro-rations of years of service except at retirement.

(C) Retirement. If an employee retires prior to payment as discussed in Section 32.6 (A), payment will be pro-rated for each month of service for the calendar year prior to retirement date.

ARTICLE 33 "NO STRIKE -NO LOCKOUT"

33.1. Essential Service. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of this Article.

33.2. Union Responsibility. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 33.l to return to work.

33.3. Penalties Imposed for Violations. The Employer reserves the right to discharge or discipline to any degree any employee who violates Section 33.l or any employee who fails to carry out his responsibility under Section 33.2.

33.4. Judicial Review. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 34 SCOPE OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subject or matter may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The parties further agree that this Agreement represents the complete Agreement between the parties.

ARTICLE 35 SAVINGS CLAUSE

35.1. Exclusion of Civil Service Law. This agreement supercedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statues, rules and regulations pertaining to wages, hours and terms and conditions of employment except those presently addressed in Ohio Revised Code, Section 4l17.10 or its successor statute. If any

provision of this agreement is held to be unlawful by a court of law, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within thirty (30) days for the purpose of reopening negotiations on the unlawful provisions involved.

35.2. Ohio State Personnel Board of Review. It is understood and agreed that the State Personnel Board of Review and the Ohio Department of Administrative Services shall have no jurisdiction over the employees in the bargaining unit.

ARTICLE 36 DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing upon execution through December 31, 2014. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other at least ninety (90) days, but no more than one-hundred twenty (120) days prior to December 31, 2014, or any subsequent anniversary date. Upon delivery of such notification, the parties shall meet and negotiate with respect to a new Agreement sufficiently in advance of the expiration date so as to enable the reaching of an Agreement prior to the expiration date.

This Agreement is signed this 4 day of May, 2012.

FOR THE BARGAINING UNIT:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO

BY: _____
SCOTT THOMASSON
STAFF REPRESENTATIVE

FOR MANAGEMENT:

THE BOARD OF GREENE COUNTY COMMISSIONERS, GREENE COUNTY,

_____
RICHARD G. PERALES, PRESIDENT

_____
ALAN G. ANDERSON,
VICE-PRESIDENT

_____
MARILYN J. REID, COMMISSIONER

_____
HOWARD E. POSTON
COUNTY ADMINISTRATOR

FOR THE NEGOTIATING COMMITTEE:

_____
NORMAN JACKSON

_____
DAVID L. DeBORD

NEGOTIATION COMMITTEE:

_____
RONALD S. VOLKERDING
DIRECTOR OF SANITARY
ENGINEERING

MICHAEL C. WATTS

KENNETH G. JOHNSON
HUMAN RESOURCES DIRECTOR

JAMES C. FOX
DEPUTY DIRECTOR OF SANITARY ENGINEERING

EVELYN A. WHILDING
HUMAN RESOUCES MANAGER

DANA A. STORTS
MANAGER FOR ENVIRONMENTAL SERVICES

ATTEST:

LISA MOCK
COUNTY COMMISSIONERS' CLERK

RESOLUTION NUMBER:

12-3-29-15

APPENDIX A

GREENE COUNTY SANITARY ENGINEERING
AFSCME, OHIO COUNCIL 8, LOCAL 101
WAGE SCALE

		2012 0%
PROJECT DESIGNER UTILITY MAINTENANCE WORKER 2	HR. YR.	$18.66 $38,812.80
CENTRAL MAINTENANCE WORKER 2 CUSTOMER SERVICE WORKER 2 EQUIPMENT OPERATOR 3 INSPECTOR LABORATORY TECHNICIAN 2 PROJECT COORDINATOR * SEWER MAINTENANCE WORKER 2 VEHICLE MECHANIC WASTEWATER TREATMENT PLANT MAINTENANCE WORKER 2 WASTEWATER TREATMENT PLANT OPERATOR * WATER MAINTENANCE WORKER 2 WATER TREATMENT PLANT MAINTENANCE WORKER 2 WATER TREATMENT PLANT OPERATOR	HR. YR.	$18.45 $38,376.00
CHIEF BILLING CLERK FISCAL SUPPORT SUPERVISOR	HR. YR.	$15.41 $32,052.80
ENVIRONMENTAL SERVICES CREW LEADER LABORATORY TECHNICIAN 1	HR. YR.	$14.58 $30,326.40
FISCAL SUPPORT SPECIALIST FISCAL SUPPORT TECHNICIAN UTILITY MAINTENANCE WORKER 1	HR. YR.	$14.36 $29,868.80
BILLING CLERK 1 CUSTOMER SERVICE WORKER 1 WASTEWATER TREATMENT PLANT WORKER WATER TREATMENT PLANT WORKER	HR. YR.	$13.79 $28,683.20
CASHIER	HR. YR.	$13.09 $27,227.20
CLERICAL SPECIALIST 1 ENVIRONMENTAL SERVICES ATTENDANT	HR. YR.	$11.91 $24,772.80

ANNUAL SALARY BASIS: 80 HOURS BI-WEEKLY/26 PAY PERIODS

* WATER AND SEWER MAINTENANCE WORKER 2 EMPLOYEES WHO ACHIEVE A CLASS A CDL LICENSE WITH TANKER ENDORSEMENT MAY REQUEST TO BE RECLASSIFIED AS A UTILITY MAINTENANCE WORKER 2 BUT WILL NOT BE REQUIRED TO DO SO.

4/9/2012

AFSCME, Ohio Council 8 & Department of Sanitary Engineering
October 2012 Wage Article Re-Opener

ARTICLE 32 WAGES

32.1. Effective Dates. A. Effective the first full pay period in January 1, 2012, each employee covered by this Agreement will receive a 0% wage increase as indicated on Appendix A plus appropriate licensure pay consistent with Section 32.5. A lump sum payment of $350.00 for each employee covered by this agreement shall be made on the first full pay period following execution of this agreement.

Effective the first pay period (December 29, 2012 – January 11, 2013) in January 2013, each employee covered by this agreement will receive a 2% wage increase as indicated on Appendix A plus appropriate licensure pay consistent with Section 32.5.

B. The increases in, or additional licensures pay provisions of Section 32.5 will be effective the first full pay following execution of this agreement.

C. The parties agree to re-open the wage only portions of Article 32 for the last two (2) years of this contract. Such negotiations will begin no later than November 1, 2012.

D. The parties agree to re-open the wage only portions of Article 32 for the last year of this contract. Such negotiations will begin no later than November 1, 2013.

32.2. New Hires. New employees hired after the effective date of this Agreement will receive the hourly rate of pay specified in Appendix A.

32.3. Promotions. When an employee is promoted to a higher rated classification, the employee's rate of pay will be the hourly rate of that classification as addressed in Appendix A, or a four percent (4.0%) increase, whichever is greater.

32.4. Rate of Pay. Each current employee's rate of pay on the effective date of this Agreement shall be the only rate used to determine the wage increases contained in this Agreement.

32.5. A. Class I, II, III Licensure Pay. The following hourly wage supplement shall be paid to employees who attain and maintain licensure from the Ohio Environmental Protection Agency (OEPA) for the following job related certifications:

Job Titles:	Supplement/Certification:	Current
Wastewater Treatment Plant Operators	Class I WW* Certification	$.25/Hr.
	Class II WW Certification	$.50/Hr.
	Class III WW Certification	$.65/Hr.

INSERT (CBA 1/1/12-12/31/14)

Water Treatment Plant Operators	Class I Water Certification	$.25/Hr.
	Class II Water Certification	$.50/Hr.
	Class III Water Certification	$.65/Hr.
Laboratory Technician 1 Laboratory Technician 2	Class I Water or WW* Certification	$.25/Hr.
	Class II Water or WW Certification	$.50/Hr.
	Class III Water or WW Certification	$.65/Hr.
Utility Maintenance Worker 1	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class II Collection or Distribution License	$.40/Hr.
Utility Maintenance Worker 2	Class II Collection and Distribution License	$.55/Hr.
Sewer Maintenance Worker 2	Class I Collection	$.25/Hr.
	Class II Collection	$.40/Hr.
Water Maintenance Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Customer Service Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Inspector	Class I Distribution or Collection	$.25/Hr.
	Class II Distribution or Collection	$.40/Hr.
Vehicle Mechanic Vehicle Mechanic	Two Series of ASE Certification	$.25/Hr.
	Five Series of ASE Certification	$.40/Hr.
	Eight Series of ASE Certification	$.55/Hr.

* - Wastewater

INSERT (CBA 1/1/12-12/31/14)

B. The rates specified above are not cumulative; the higher rate supersedes the lower pay supplement. The license pay supplement will become effective the beginning of the pay period following the Employer's receipt of the certification.

32.6 Longevity Pay. (A) Unless retiring, full time employees on the payroll on December 01 of each year who have completed at least five (5) years of service shall receive longevity pay in the amount of $20.00 per year of service.

(B) Payment. Longevity pay shall be paid in the regular pay check, the first pay day of December. For purposes of calculating the years of service, only full-time continuous service on September 12th shall be used and there will be no pro-rations of years of service except at retirement.

(C) Retirement. If an employee retires prior to payment as discussed in Section 32.6 (A), payment will be pro-rated for each month of service for the calendar year prior to retirement date.

This Agreement is signed this 30th day of October, 2012.

FOR THE BARGAINING UNIT:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

BY:
SCOTT THOMASSON
STAFF REPRESENTATIVE

FOR MANAGEMENT:

THE BOARD OF GREENE COUNTY COMMISSIONERS, GREENE COUNTY, OHIO

RICHARD G. PERALES, PRESIDENT

ALAN G. ANDERSON, VICE-PRESIDENT

MARILYN J. REID, COMMISSIONER

FOR THE NEGOTIATING COMMITTEE:

NORMAN JACKSON

HOWARD E. POSTON
COUNTY ADMINISTRATOR

NEGOTIATION COMMITTEE:

DAVID L. DeBORD

RONALD S. VOLKERDING
DIRECTOR OF SANITARY ENGINEERING

MICHAEL C. WATTS

KENNETH G. JOHNSON
HUMAN RESOURCES DIRECTOR

JAMES C. FOX
DEPUTY DIRECTOR OF SANITARY ENGINEERING

EVELYN A. WHILDING
HUMAN RESOURCES MANAGER

DANA A. STORTS
MANAGER FOR ENVIRONMENTAL SERVICES

ATTEST:

LISA MOCK
COUNTY COMMISSIONERS' CLERK

RESOLUTION NUMBER:

12-10-30-10

APPENDIX A

GREENE COUNTY SANITARY ENGINEERING
AFSCME, OHIO COUNCIL 8, LOCAL 101
WAGE SCALE

		2013 2%
PROJECT DESIGNER UTILITY MAINTENANCE WORKER 2	HR. YR.	$19.03 $39,582.40
CENTRAL MAINTENANCE WORKER 2 CUSTOMER SERVICE WORKER 2 EQUIPMENT OPERATOR 3 INSPECTOR LABORATORY TECHNICIAN 2 PROJECT COORDINATOR * SEWER MAINTENANCE WORKER 2 VEHICLE MECHANIC WASTEWATER TREATMENT PLANT MAINTENANCE WORKER 2 WASTEWATER TREATMENT PLANT OPERATOR * WATER MAINTENANCE WORKER 2 WATER TREATMENT PLANT MAINTENANCE WORKER 2 WATER TREATMENT PLANT OPERATOR	HR. YR.	$18.82 $39,145.60
CHIEF BILLING CLERK FISCAL SUPPORT SUPERVISOR	HR. YR.	$15.72 $32,697.60
ENVIRONMENTAL SERVICES CREW LEADER LABORATORY TECHNICIAN 1	HR. YR.	$14.87 $30,929.60
FISCAL SUPPORT SPECIALIST FISCAL SUPPORT TECHNICIAN UTILITY MAINTENANCE WORKER 1	HR. YR.	$14.65 $30,472.00
BILLING CLERK 1 CUSTOMER SERVICE WORKER 1 WASTEWATER TREATMENT PLANT WORKER WATER TREATMENT PLANT WORKER	HR. YR.	$14.07 $29,265.60
CASHIER	HR. YR.	$13.35 $27,768.00
CLERICAL SPECIALIST 1 ENVIRONMENTAL SERVICES ATTENDANT	HR. YR.	$12.15 $25,272.00

ANNUAL SALARY BASIS: 80 HOURS BI-WEEKLY/26 PAY PERIODS

* WATER AND SEWER MAINTENANCE WORKER 2 EMPLOYEES WHO ACHIEVE A CLASS A CDL LICENSE WITH TANKER ENDORSEMENT MAY REQUEST TO BE RECLASSIFIED AS A UTILITY MAINTENANCE WORKER 2 BUT WILL NOT BE REQUIRED TO DO SO.

9/27/2012

AFSCME, Ohio Council 8 & Department of Sanitary Engineering
October 2012 Wage Article Re-Opener

ARTICLE 32 WAGES

32.1. Effective Dates. A. Effective the first full pay period in January 1, 2012, each employee covered by this Agreement will receive a 0% wage increase as indicated on Appendix A plus appropriate licensure pay consistent with Section 32.5. A lump sum payment of $350.00 for each employee covered by this agreement shall be made on the first full pay period following execution of this agreement.

Effective the first pay period (December 29, 2012 – January 11, 2013) in January 2013, each employee covered by this agreement will receive a 2% wage increase as indicated on Appendix A plus appropriate licensure pay consistent with Section 32.5.

Effective the first pay period (December 28, 2013 – January 10, 2014) in January 2014, each employee covered by this agreement will receive a 2% wage increase as indicated on Appendix A, plus appropriate licensure pay consistent with Section 32.5.

B. The increases in, or additional licensures pay provisions of Section 32.5 will be effective the first full pay following execution of this agreement.

C. The parties agree to re-open the wage only portions of Article 32 for the last two (2) years of this contract. Such negotiations will begin no later than November 1, 2012.

D. The parties agree to re-open the wage only portions of Article 32 for the last year of this contract. Such negotiations will begin no later than November 1, 2013.

32.2. New Hires. New employees hired after the effective date of this Agreement will receive the hourly rate of pay specified in Appendix A.

32.3. Promotions. When an employee is promoted to a higher rated classification, the employee's rate of pay will be the hourly rate of that classification as addressed in Appendix A, or a four percent (4.0%) increase, whichever is greater.

32.4. Rate of Pay. Each current employee's rate of pay on the effective date of this Agreement shall be the only rate used to determine the wage increases contained in this Agreement.

32.5. A. Class I, II, III Licensure Pay. The following hourly wage supplement shall be paid to employees who attain and maintain licensure from the Ohio Environmental Protection Agency (OEPA) for the following job related certifications:

Job Titles:	Supplement/Certification:	Current
Wastewater Treatment	Class I WW* Certification	$.25/Hr.

Plant Operators	Class II WW Certification	$.50/Hr.
	Class III WW Certification	$.65/Hr.
	INSERT (CBA 1/1/12-12/31/14)	
Water Treatment Plant Operators	Class I Water Certification	$.25/Hr.
	Class II Water Certification	$.50/Hr.
	Class III Water Certification	$.65/Hr.
Laboratory Technician 1 Laboratory Technician 2	Class I Water or WW* Certification	$.25/Hr.
	Class II Water or WW Certification	$.50/Hr.
	Class III Water or WW Certification	$.65/Hr.
Utility Maintenance Worker 1	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class I Collection or Distribution License	$.25/Hr.
Utility Maintenance Worker 2	Class II Collection or Distribution License	$.40/Hr.
Utility Maintenance Worker 2	Class II Collection and Distribution License	$.55/Hr.
Sewer Maintenance Worker 2	Class I Collection	$.25/Hr.
	Class II Collection	$.40/Hr.
Water Maintenance Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Customer Service Worker 2	Class I Distribution	$.25/Hr.
	Class II Distribution	$.40/Hr.
Inspector	Class I Distribution or Collection	$.25/Hr.
	Class II Distribution or Collection	$.40/Hr.
Vehicle Mechanic Vehicle Mechanic	Two Series of ASE Certification	$.25/Hr.
	Five Series of ASE Certification	$.40/Hr.
	Eight Series of ASE Certification	$.55/Hr.

* - Wastewater

INSERT (CBA 1/1/12-12/31/14)

B. The rates specified above are not cumulative; the higher rate supersedes the lower pay supplement. The license pay supplement will become effective the beginning of the pay period following the Employer's receipt of the certification.

32.6 Longevity Pay. (A) Unless retiring, full time employees on the payroll on December 01 of each year who have completed at least five (5) years of service shall receive longevity pay in the amount of $20.00 per year of service.

(B) Payment. Longevity pay shall be paid in the regular pay check, the first pay day of December. For purposes of calculating the years of service, only full-time continuous service on September 12th shall be used and there will be no pro-rations of years of service except at retirement.

(C) Retirement. If an employee retires prior to payment as discussed in Section 32.6 (A), payment will be pro-rated for each month of service for the calendar year prior to retirement date.

This Agreement is signed this 16 day of Dec, 2013.

FOR THE BARGAINING UNIT:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

BY: _____
SCOTT THOMASSON
STAFF REPRESENTATIVE

FOR THE NEGOTIATING COMMITTEE:

_____
NORMAN JACKSON

_____
DAVID L. DeBORD

_____
MICHAEL C. WATTS

FOR MANAGEMENT:

THE BOARD OF GREENE COUNTY
COMMISSIONERS, GREENE COUNTY, OHIO

_____
ALAN G. ANDERSON, PRESIDENT

_____
ROBERT J. GLASER, JR., VICE PRESIDENT

_____
TOM KOOGLER, COMMISSIONER

_____
HOWARD E. POSTON,
COUNTY ADMINISTRATOR

NEGOTIATION COMMITTEE:

_____
RONALD S. VOLKERDING
DIRECTOR OF SANITARY ENGINEERING

_____
JULIE F. WHITE
H.R. GENERALIST/INTERIM DIRECTOR

ATTEST:

_____
LISA MOCK
COUNTY COMMISSIONERS' CLERK

RESOLUTION NUMBER:

13-12-12-13

INSERT (CBA 1-1-14/12-31-14)

APPENDIX A

GREENE COUNTY SANITARY ENGINEERING
AFSCME, OHIO COUNCIL 8, LOCAL 101
WAGE SCALE

		2014 2%
PROJECT DESIGNER UTILITY MAINTENANCE WORKER 2	HR. YR.	$19.41 $40,372.80
CENTRAL MAINTENANCE WORKER 2 CUSTOMER SERVICE WORKER 2 EQUIPMENT OPERATOR 3 INSPECTOR LABORATORY TECHNICIAN 2 PROJECT COORDINATOR * SEWER MAINTENANCE WORKER 2 VEHICLE MECHANIC WASTEWATER TREATMENT PLANT MAINTENANCE WORKER 2 WASTEWATER TREATMENT PLANT OPERATOR * WATER MAINTENANCE WORKER 2 WATER TREATMENT PLANT MAINTENANCE WORKER 2 WATER TREATMENT PLANT OPERATOR	HR. YR.	$19.20 $39,936.00
CHIEF BILLING CLERK FISCAL SUPPORT SUPERVISOR	HR. YR.	$16.03 $33,342.40
ENVIRONMENTAL SERVICES CREW LEADER LABORATORY TECHNICIAN 1	HR. YR.	$15.17 $31,553.60
FISCAL SUPPORT SPECIALIST FISCAL SUPPORT TECHNICIAN UTILITY MAINTENANCE WORKER 1	HR. YR.	$14.94 $31,075.20
BILLING CLERK 1 CUSTOMER SERVICE WORKER 1 WASTEWATER TREATMENT PLANT WORKER WATER TREATMENT PLANT WORKER	HR. YR.	$14.35 $29,848.00
CASHIER	HR. YR.	$13.62 $28,329.60
CLERICAL SPECIALIST 1 ENVIRONMENTAL SERVICES ATTENDANT	HR. YR.	$12.39 $25,771.20

ANNUAL SALARY BASIS: 80 HOURS BI-WEEKLY/26 PAY PERIODS

* WATER AND SEWER MAINTENANCE WORKER 2 EMPLOYEES WHO ACHIEVE A CLASS A CDL LICENSE WITH TANKER ENDORSEMENT MAY REQUEST TO BE RECLASSIFIED AS A UTILITY MAINTENANCE WORKER 2 BUT WILL NOT BE REQUIRED TO DO SO.

UPDATED: 12/12/13