



2012-2015 Agreement Between Clark County Utilities and AFSCME Local 1780

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AGREEMENT BETWEEN  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 1780  
AND  
THE BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, OHIO  
FOR THE CLARK COUNTY UTILITIES DEPARTMENT

EFFECTIVE MAY 1, 2012  
THROUGH APRIL 30, 2015

CLARK COUNTY UTILITIES DEPARTMENT AND  
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

OHIO COUNSEL 8 & LOCAL 1780

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**ARTICLE 1**

**PURPOSE**

This Agreement is made between the Board of Clark County Commissioners hereinafter referred to as "Employer" or "Management" and Ohio Council 8, Local 1780, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" for the purpose of providing fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties.

**ARTICLE 2**

**RECOGNITION**

**SECTION 2.1**        **REPRESENTATION** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the certified bargaining unit, as certified by the SERB Board in SERB Case Number 84-RC-04-0088.

**SECTION 2.2**        **INCLUSIONS** The bargaining unit shall consist of all of the employees of Clark County Commissioners employed at the Clark County Utilities Department including:

- |                                     |                              |
|-------------------------------------|------------------------------|
| Billing Clerk                       | Utility Technician 2-1       |
| Account Receivable/Billing Clerk I  | Utility Technician 2-2       |
| Account Receivable/Billing Clerk II | Utility Technician 3         |
| Laboratory Technician I             | Utility Technician 3-1       |
| Laboratory Technician II A          | Utility Technician 3-2       |
| Laboratory Technician II B          | Utility Service Worker I     |
| Laboratory Technician II C          | Utility Service Worker IA    |
| Laboratory Technician II D          | Utility Service Worker IB    |
| Maintenance Mechanic/Operator I     | Utility Service Worker II    |
| Maintenance Mechanic/Operator II    | Utility Service Worker II A  |
| Utility Technician                  | Utility Service Worker II B  |
| Utility Technician 1                | Utility Service Worker III   |
| Utility Technician 1-1              | Utility Service Worker III A |
| Utility Technician 2                | Utility Service Worker III B |

**SECTION 2.3**        **EXCLUSIONS** Excluded from the bargaining unit shall be all supervisory, management level, confidential and professional employees as defined under the Act.

## **SECTION 2.4 - NO STRIKE/NO LOCKOUT**

It is agreed that during the life of the Contract, there shall be no lockout on the part of the County, nor any strike, stoppage, a slowdown or other interruption of work for any cause whatsoever by the employees or the Union.

The Union agrees that it will not directly or indirectly encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the life of this Contract. On the contrary, the Union will actively discourage and publicly denounce any strike, stoppage, slowdown or other interruption of work in violation of this Contract.

Any unauthorized strike, stoppage, slowdown, or other interruption of work during the life of this Contract shall constitute cause for injunctive relief and/or discharge or other disciplinary measures of the employee or employees who actively participate therein or are responsible therefore.

## **ARTICLE 3**

## **CHECK OFF**

**SECTION 3.1**      **MONTHLY DUES DEDUCTION**      The Employer will deduct from the wages and remit to the proper officers of the Union, the regular monthly Union dues of such members who shall authorize such deductions in writing. Deductions shall be made from each pay of the employee in an amount certified by the Union. In the event an employee's pay is insufficient for the deduction, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

**SECTION 3.2**      **FAIR SHARE FEE**      All employees in the bargaining unit after ninety (90) days following the beginning of their employment are required to pay the Union a fair share fee in an amount equal to Union dues as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition of employment. The Union agrees to hold the Employer harmless from any damages that may be paid to any person or persons for enforcement of this provision. Union dues shall be transmitted to the Union by the Employer within twenty (20) days from the date the deduction was made.

**SECTION 3.3**      **A.F.S.C.M.E.P.E.O.P.L.E**      The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 4**

## **UNION BUSINESS**

**SECTION 4.1**      **STEWARDS**      The Union may select one (1) steward for each location and the location in which they work shall be their areas of permissible authority. Stewards shall be permitted reasonable time to file, investigate and process grievances or potential grievances

during working hours without loss of pay. The Union will provide a list of stewards by location and will update such list as changes occur.

Before leaving a worksite the Steward must receive permission of their supervisor. Stewards shall not conduct union business when such would interfere with the performance of work or duties of employees. It is the responsibility of the Steward to let the area supervisor know when he is at the work site.

**SECTION 4.2**            **UNION PRESIDENT** The Local Union President shall have the same privileges as a Steward in any location, only if the Steward is unavailable or requests assistance.

**SECTION 4.3**            **STAFF REPRESENTATIVES** The Staff Representatives shall be permitted access to work areas where employees are employed or working at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement. It is the responsibility of the Staff Representative to let the area supervisor know when he is at the work site. The Staff Representative must inform the Department Head or his designee that he intends to visit a work site. Staff Representatives must receive permission from the Department Head or supervisor to visit a work site or location. Staff Representatives shall not interfere with the performance of work or duties of employees. Staff Representatives shall be responsible for observing all safety standards at a work site or location.

**SECTION 4.4**            **NEW EMPLOYEES** The Employer agrees to furnish to the Union all appointments of new employees and personnel changes of employees in the bargaining unit, along with their addresses, class titles and division and/or location. Such notification shall be sent in writing to the Local Union President and the Union Regional Office within five (5) days after the appointment or changes were made.

## **ARTICLE 5**                            **MANAGEMENT RIGHTS**

**SECTION 5.1**            Except to the extent expressly modified by a specific provision of this agreement, the Employer shall have the sole exclusive right to manage the operations, control the premises, select and direct the work force, maintain efficiency of operations, determine the number of employees, discipline, suspend or discharge for just cause, layoff for lack of work or lack of funds, or job abolishment, promote, to promulgate and enforce reasonable work rules, to transfer employees, determine staffing patterns and emergency situations as defined in Article 8. This Agreement will be construed as requiring the Employer to follow the procedures, policies and agreements prescribed herein, to the extent they are applicable in the exercise of managing and directing their operations.

**SECTION 5.2** The authority and responsibility of the Employer include, but are not limited to, the following:

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





Utility Maintenance Mechanic/Operator, his/her pay will be increased to that of a Utility Service Worker II.

(ii) When a Utility Maintenance Mechanic/Operator acquires a Wastewater Operator I and II License or a Wastewater Collections System Operator I and II license and has four (4) years service as a Utility Maintenance Mechanic/Operator, his/her pay will be increased to that of a Utility Service Worker III. The pay rate of Utility Service Worker III shall be taken from the same pay table as for employees on the payroll as of May 1, 2003. The current employee in the Maintenance Mechanic/Operator classification holds a Wastewater Operator Class II license. While he holds the position of Maintenance Mechanic Operator, he shall be paid as a Utility Service Worker IIIA. He shall be ineligible for additional compensation if he acquires a Water Operator Class I license, at a later date.

(B) Utility Service Worker III.

(I) As of August 24, 2009, Utility Service Worker III classification pay will incorporate compensation for licenses, and no additional license incentive will be paid. The classification pay tables are shown in Appendix I.

Paragraph (C) below applies to employees hired after May 1, 2006 to the Clark County Utilities payroll.

(C) Utility Technician.

(I) When a Utility Technician has completed four (4) years of service as a Utility Technician, and has met the CDL Class A with tanker endorsement license requirement listed in Appendix II, he/she will be reclassified as a Utility Service Worker I.

ii) When a Utility Service Worker I has acquired a level I license in any of the categories listed in Appendix I, Section 2, and has completed two (2) years of service as a Utility Service Worker I, he/she will be reclassified as a Utility Service Worker II.

(iii) When a Utility Service Worker II has acquired a level II license in any of the categories listed in Appendix II, Section 1, and has completed two (2) years of service as a Utility Service Worker II, he/she will be reclassified as a Utility Service Worker III.

(iv) When an employee hired after May 1, 2006, attains the classification of Utility Service Worker III, the pay rate of Utility Service Worker III shall be taken from the same pay table as for employees on the payroll prior to May 1, 2006.

(v) As of August 24, 2009, for employees in the classifications of Utility Technician, Utility Service Worker I, and Utility Service Worker II, classification pay will incorporate compensation for licenses, and no additional license incentive will be paid. The steps for reclassifications based on acquired licenses and completed time in classification is shown on Table 1-3. in Appendix I.

(vi) For employees hired in the Utility Technician and Utility Service Worker classification series after May 1, 2006, the employee shall be subject to an initial

180 day probation period at hire, and shall be subject to no other probation period until the employee reaches the Utility Service Worker III classification.

(D) Utility Service Worker IIIA and IIIB

(i) Employees in the Utility Service Worker III classification may elect to advance to Utility Service Worker IIIA or IIIB by: a) obtaining specified licenses; and b) consenting to comply with additional job duties in the job description for Utility Service Worker IIIA or IIIB.

(ii) Advancement to Utility Service Worker IIIA or IIIB is open to any Utility Service Worker III, regardless of hire date.

(iii) Scheduled visits to Clark County Utilities water treatment plants or wastewater treatment plants by a Utility Service Worker IIIA or IIIB, to fulfill duties of a back up operator, as assigned by a supervisor, and which occur on a holiday, shall be compensated for two (2) hours at 1.5 pay. Scheduled visits performed during a normal work shift, as assigned by a supervisor, shall not qualify for additional compensation.

(iv) A Utility Service Worker III who obtains a Water Operator I license or a Wastewater Operator II license, and consents to comply with the additional job duties of Utility Service Worker IIIA, shall be reclassified to Utility Service Worker IIIA. A Utility Service Worker IIIA who obtains a Water Operator I license or a Wastewater Operator II license, whichever he/she did not earlier obtain, shall be reclassified to Utility Service Worker IIIB. A Utility Service Worker III may acquire either of the two licenses first to be reclassified to Utility Service Worker IIIA. A Utility Service Worker IIIB must hold both Water Operator I and Wastewater Operator II licenses.

(v) A Utility Service Worker IIIA or IIIB is required to maintain and renew the pertinent licenses specified for the classification to continue in the classification.

(vi) A Utility technician hired after May 1, 2006, and who obtains a Water Operator I license, shall reduce by one year, the time required to reach the Utility Service Worker III classification. A Utility Technician hired after May 1, 2006 and who obtains a Wastewater Operator II license, shall reduce by two years, the time required to reach the Utility Service Worker III classification. A Utility Technician is paid at classifications below the level of Utility Service Worker III for a minimum of five (5) years, depending on which licenses are obtained. No retroactive pay will be granted if the Water I license is obtained less than one (1) year before otherwise reaching Utility Service Worker III status. No retroactive pay will be granted if the Wastewater II license is obtained less than two (2) years before otherwise reaching Utility Service Worker III status. Any time reductions under this clause shall be applied to the end of the service time of the last classification prior to reaching Utility Service Worker III status.

(E) Employees hired before May 1, 2006 in the Utility Service Worker classification series shall not serve a probation period if and when they elect to be reclassified to Utility Service Worker IIIA or IIIB.

(F) Employees hired after May 1, 2006 in the Utility Technician and Utility Service Worker classification series shall be subject to only one probation period within the classifications of Utility Service Worker III, Utility Service Worker IIIA, or Utility Service Worker IIIB, in whichever reclassification occurs first.

(G) Upon attaining the Utility Service Worker I classification series, or Laboratory Technician I series, movement within a classification series is based upon completion of a minimum of two (2) years service in the lower classification. Movement will be automatic upon completion of time in service and possession of the required license. All movements from a I classification to a II classification will require a Class I license at the time of reclassification. All movement from a II classification to a III classification will require a Class II license at the time of reclassification. The effective date of reclassification is governed by paragraph (H) below.

(H) When time in classification is the last requirement to qualify for a wage adjustment or reclassification, the new wage shall take effect on the next working day following the completion of the requirement. When obtaining a license is the last requirement to qualify for a wage adjustment or reclassification, the new wage shall take effect on the first day of the pay period following the effective date of the new license.

#### **SECTION 7.6**            **NEW HIRES WITH LICENSE**

When a new employee is hired as a Utility Service Worker I and already possesses a Class I Water Operator license, the new employee shall serve a 180-day probationary period as a Utility Service Worker I, and, if probation is satisfactorily completed, the employee shall be moved to the starting wage of the appropriate classification within the Utility Service Worker II classification series, corresponding to that license. When a new employee is hired as a Utility Service Worker I and already possesses a Class II Wastewater Operator license, the new employee shall serve a 180-day probationary period as a Utility Service Worker I, and, if probation is satisfactorily completed, the employee shall be moved to the starting probationary wage of the appropriate classification within the Utility Service Worker III classification series, corresponding to that license, and serve a 90 day probation.

**SECTION 7.7**            **BILLING CLERK**            The position of Billing Clerk shall serve a 180 day probationary period. Upon successful completion of one (1) year of service, a Billing Clerk hired after May 1, 2009 shall become an Accounts Receivable/Billing Clerk I and begin a 90 probation period. Upon completion of two (2) years service as an Accounts Receivable/Billing Clerk I, the employee shall be reclassified to an Accounts Receivable/Billing Clerk II. No additional probation period shall be required after fifteen (15) months of service in this classification series. Pay step increases for the Accounts Receivable/Billing Clerk I classification are shown in Appendix I.

**ARTICLE 8**                    **HOURS OF WORK AND OVERTIME**

**SECTION 8.1**                    **WORK SCHEDULE**                    The normal schedule of hours shall consist of seven and one-half (7-1/2) hours work and one (1) hour for lunch, five (5) consecutive days per week. Staggered reporting and quitting times will be established by management to ensure operations to function between 8:00 a.m. and 5:00 p.m.

**SECTION 8.2**                    **OVERTIME**                    Overtime will be paid at the rate of time and one-half (1/2) for all hours worked over eight (8) hours in one day or all hours worked over forty (40) in any one (1) work week. Any overtime of six (6) minutes or less shall not be paid. However, overtime of seven (7) minutes or more will be rounded to the nearest quarter hour.

**SECTION 8.3**                    **HOURS WORKED**                    Any approved paid leave shall be counted as hours worked in computing overtime pay.

**SECTION 8.4**                    **CHANGES IN HOURS**                    Any full-time employees currently working less than a forty (40) hour week shall not have their hours increased during the term of this contract.

**SECTION 8.5**                    **PAYMENT FOR OVERTIME**                    All overtime must have prior approval. Those employees who work a 37-1/2 hour work week will only be compensated at a straight rate (comp time or overtime) for extra hours worked less than forty (40) hours. Employees required to work overtime may elect one of the following alternatives for each occurrence of overtime.

1. **PAID OVERTIME**                    To be paid at a rate of one and one half (1-1/2) times the base rate for the hours worked in excess of forty (40) hours.
2. **COMPENSATORY TIME**                    In lieu of overtime pay, an employee may take compensatory time at a rate of one and one-half (1-1/2) times the hours worked in excess of forty (40) hours within the work week or pay period.

Compensatory time will be earned at a rate not less than one and one half hours for each hour of employment for which overtime compensation is required. Employees may accumulate compensatory time to a maximum of 240 hours. The 240 hour limit represents not more than 160 hours of actual overtime worked. Compensatory time may be used in lieu of cash overtime compensation only if such an agreement has been arrived at between the Employer and the individual employee before the performance of work. Employees shall be permitted to take compensatory time from the date it was earned.

**SECTION 8.6**                    **ANNUAL CONVERSION OF COMPENSATORY TIME**                    The Employer will convert, annually, the compensatory time balances of employees. The conversion will include all compensatory time balances of bargaining unit employees as of the last pay period in November each calendar year. The conversion will be paid in the first full pay period in December.

**SECTION 8.7**                    **PAGER DUTY**                    Bargaining unit employees assigned to pager duty shall be Utility Service Workers or Utility Technicians that work at Medway Service Center who have at least two (2) years experience with the Utilities Department and who hold a current CDL.







**SECTION 12.3**      **REASONS FOR SICK LEAVE**      Sick leave with full normal pay shall be granted for the following reasons, but not necessarily restricted thereto:

- a.      Illness or injury of the employee or a member of his immediate family. In case of a member of the immediate family not living in the same household, sick leave may be granted if the supervisor believes it is justified and the employee's presence is necessary.
- b.      Medical, dental, optical examination or treatment of an employee or a member of his immediate family where the employee's presence is necessary.
- c.      If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to a contagious disease, the presence of the employee on the job may jeopardize the health of others.
- d.      Pregnancy, childbirth and any other conditions related thereto, including time off, not to exceed five (5) days for the father to take care of the family.

**SECTION 12.4**      **IMMEDIATE FAMILY DEFINED**      The definitions of immediate family shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other persons who stand in place of a parent (loco parentis). Persons who are "in loco parentis" are those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. Aunts and uncles may be considered "immediate family," if they have been a permanent part of the family unit living in the same household.

In order to be eligible to take sick leave for the care of an immediate family member on the basis of the employee's "in loco parentis" relationship with a minor child, the employee must have filed with the Employer a notarized declaration that the employee is responsible for the day-to-day care and financial support of that child. This declaration must be filed with the Employer at least thirty (30) calendar days before any request for sick leave on the basis of the "in loco parentis" relationship with that minor will be granted. The employee shall notify the Employer in writing of the termination of any such "in loco parentis" relationship no later than seven (7) calendar days after the relationship ends.

**SECTION 12.5**      **CALL-IN FOR SICK LEAVE**      In order to receive pay for a sick leave day, the employee must call in during the first hour after their normal work day begins the first day of any period of sick leave. If the employee is unable, a relative may make said call.

**SECTION 12.6**      **SICK LEAVE CONVERSION**      An employee who has more than forty-five (45) sick leave days may convert those days to vacation days on the basis of one (1) sick day to one (1) vacation day, provided a balance of forty-five (45) sick leave days remain. Conversion of sick leave will be made in writing. Each calendar year an employee may request sick leave conversion up to an amount equal to one-half (1/2) of the employee's current annual vacation accrual. Then the employee will return to work for a minimum of twenty (20) work days before any other sick leave may be converted. At no time will sick leave be converted to vacation for any employee who resigns or begins another job.



**SECTION 13.2**      **MATERNITY LEAVE**      An employee on maternity leave will notify the Employer within thirty (30) days after delivery, of her decision to return to work ninety (90) days after delivery. If the employee is unable to return for health reasons (herself or the child) she will be placed on extended disability leave. If the employee does not return for any other reason, except for termination, the Employer may place her on leave of absence without pay. After the first ninety (90) day period, the employee will be placed on a bill-at-home status under the County hospitalization program unless the extension of leave is health related.

**SECTION 13.3**      **DISABILITY LEAVE**      A physically incapacitated employee may request an unpaid disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

- (1) hospitalized or institutionalized
- (2) in a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution, or
- (3) is declared incapacitated for performance of the duties of the position by a licensed physician, or
- (4) is declared incapacitated by a chiropractor for a non-medical reason.

Reinstatement rights following placement on disability leave may extend for no more than three (3) years. Upon reinstatement from disability leave, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by disability leave will be on a temporary basis and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated to another position, the status of the temporary appointee will be determined by the Employer and the Personnel/Employee Relations Director. The displaced person shall be considered for open position.

A disabled employee may first be granted a personal leave of absence. However, should the disability continue beyond the expiration date of that leave of absence, the employee may request and be granted a disability leave, provided that the conditions in disability leave policy of the County Personnel Procedures Manual are met.

An employee who has been granted a disability leave is to be reinstated within ninety (90) days after making written application and passing medical examination showing full qualifications to perform the duties of the position. This examination will be paid for by the employee.

Employees who have applied for and received a disability leave under the provisions of this section and have a disability of less than ninety (90) days will be covered under the County's hospitalization program. After ninety (90) days, the Employer will assess if the employee can return to work, by requiring a certification from the attending physician or examination provided by, a doctor secured and paid for by the Employer. If unable to return, a request should be submitted by the employee to the State Pension Fund for disability retirement. If possible, a date should be stated by the attending physician when the employee will return. After ninety (90) days, the employee will be put on a bill-at-home basis and will be reinstated when they return to work. If an employee is incapacitated and in the hospital they will also be carried for the first ninety (90) days and will also be put on bill-at-home basis after ninety (90) days.

**SECTION 13.4**      **MILITARY LEAVE**      The County and Union Agree and understand that federal and state laws shall apply.





present during such re-view. The employee shall be entitled to a copy, at the employee's expense, of any material contained in the file. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record. The official personnel file of employees shall be the personnel file maintained by the County Personnel Office. Employees shall have access to review, once every six (6) months, their personnel file maintained by their supervisor.

**SECTION 16.2**      **DISCIPLINARY RECORDS** All actions of record including oral reprimands, written reprimands, suspensions and dismissals may be maintained in each employee's personnel file throughout the period of his employment. Upon request by an employee, the employee's file will be reviewed and records which relate to written or oral reprimands will be removed after one (1) year, provided that no additional disciplinary action has been taken within one (1) year after the date of the original disciplinary action. Upon request by an employee, records which relate to a suspension will be removed after two (2) years, provided that no additional disciplinary action has been taken within two (2) years after the suspension.

In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from employee's personnel files and placed in a sealed envelope. In addition, all records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in any future disciplinary action or promotional considerations and shall not be shared outside the County Utilities Department, except as required by law.

**ARTICLE 17**      **GRIEVANCE AND ARBITRATION PROCEDURE**

**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.

**SECTION 17.1**      **TIMELINES** In order to provide an orderly and consistent method for handling and disposing of grievances of employees, the grievance must be presented by the employee to his supervisor within five (5) working days after it becomes known to the employee or the employee should have known. The grievance shall be processed in accordance with the following steps, time limits, and conditions, as herein set forth. The employee may terminate the grievance at any point by submitting a written statement to that effect. The parties may mutually agree (in writing) to waive any of the steps in the grievance procedure.

**SECTION 17.2**      **PROCEDURES** All grievances should be filed on the forms provided by the exclusive representative and include the provisions of the Agreement allegedly violated, the issue in dispute and the specific remedy desired by the grievant(s).

A group grievance is a grievance concerning two or more people and will be signed by at least two (2) of the affected employees. The Union shall provide the names or classifications of employees to be included in a group grievance.

**Step 1.**      **SUPERVISOR** When an employee has a grievance, a verbal discussion will be held between the employee and the immediate supervisor to try to resolve the grievance. The supervisor may offer his oral or written reply to the grievance within two (2) working days following the date of discussion.

**Step 2.**      **SUPERVISOR/DEPARTMENT DIRECTOR** If the grievance is not resolved to the satisfaction of the employee at the first step meeting, the written grievance may,

within five (5) working days after receipt of the Step 1 decision, be submitted to the employee's supervisor in writing. The written grievance must be signed by the employee and contain all the pertinent facts of the grievance. Following a Step 2 meeting between the employee's supervisor, the employee and his representative and the Department Director, the Department Director will offer a written reply to the grievant within five (5) working days. The Step 2 meeting will be held within five (5) working days of filing the written grievance.

**Step 3. COUNTY ADMINISTRATOR** If the grievance is not resolved at the Step 2 decision, the employee may, within four (4) working days after receipt of the Step 2 decision, submit the written grievance to the County Administrator, or his designee, who will hold a hearing with the Personnel/Employee Relations Director and employee and up to two (2) representatives which may be one (1) officer or steward and one (1) staff representative. The County Administrator, or his designee, will render his decision in writing to the employee and his representative within ten (10) working days following the Step 3 meeting. The Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance. If the grievance is not settled, the Union may refer the grievance to the arbitration procedure. If not appealed to the arbitration procedure within ten (10) work days after receipt of the Step 3 answer, the grievance shall be considered settled.

**Step 4. ARBITRATION**

(A) Within ten (10) work days after receipt of the written notice to file under the arbitration procedure, the County Administrator or his authorized representative and not more than two (2) other representatives of Management and the staff representative or his/her authorized representative and not more than two (2) other representatives of the Union may, at the request of either party, meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the Union and Management shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of Management, the Union, and the availability of the arbitrator.

(B) Following a filing for arbitration the parties may mutually agree to utilize mediation (FMCS, SERB, or other mutually agreed mediation service) to resolve outstanding grievances. The mediation shall be non binding and shall not set precedent for the grievances discussed and/or settled.

(C) All decisions of arbitrators and all pre-arbitration grievance settlements between the Management and the Union shall be final and binding on the Employer, the Union and the employees. Pre-arbitration grievance settlements shall not necessarily establish a precedent for future relationship between the Union and the Management.

(D) Both Management and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing.

(E) The arbitrator shall neither add to nor subtract from nor modify the language of this agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the



employee will be informed by the appointing authority of his/her right to appeal to the grievance and arbitration procedure, with the resulting decision binding on all parties.

**SECTION 18.3**      **DISCIPLINE FOR SERIOUS OFFENSES**      Stealing, fighting, intentional destruction of county property, insubordination, dereliction of duty, or AWOL, and violation of the Drug Free Work Place Policy are valid grounds for suspension or removal. Discipline for these actions may commence at the Fourth Step of the procedure.

**SECTION 18.4**      **CIVIL LIABILITY**      Any allegations of work-related, felonious behavior or actions that could create a civil liability on the County will be referred to the appropriate investigative body before any disciplinary procedure is initiated. Notwithstanding the provisions of this Section, the Employer may initiate and impose discipline after allegations are referred to the appropriate investigative body.

**SECTION 18.5**      **ADMINISTRATIVE LEAVE PENDING DISCIPLINARY HEARING**  
In some cases, it will be in the best interest of the Union member and Management for the employee to be away from the work site until the disciplinary hearing can be held. Employees in this situation will be placed on administrative leave with pay for that period of time.

## **ARTICLE 19**

## **LABOR-MANAGEMENT**

**SECTION 19.1**      **COMMITTEE COMPOSITION**      Labor-Management Committee shall be established which shall meet on a regular basis to discuss matters of mutual interest of Management and the employees covered by this Agreement. The Labor-Management Committee shall consist of no more than six (6) members, half of which shall be appointed by the Union and half appointed by Management. Each party may invite additional personnel, if their input is germane to the agenda. It is understood by the parties that grievances are not a proper subject for discussion in Labor/Management Meetings.

**SECTION 19.2**      **MEETINGS**      Meetings will be held no more than once every thirty (30) days except upon mutual agreement of both parties. A written agenda shall accompany the request for the meeting and the meeting shall be scheduled within five (5) work days after receipt of the request.

## **ARTICLE 20**

## **HEALTH AND LIFE BENEFITS**

**SECTION 20.1**      **ELIGIBILITY FOR HEALTH CARE BENEFITS**      Full time employees who work 32 hours per week or more are entitled to coverage under the health insurance benefits plan, dental plan and life insurance plan which is provided by the County.

**SECTION 20.2**      **GENERAL DESCRIPTION OF HEALTH CARE BENEFITS**  
The health insurance benefits plan will include coverage for hospitalization, diagnostic services, prescriptions, office visits and mental health services under the terms of a plan applicable to employees of the Board of County Commissioners. All benefit, payments, annual or service deductibles, co-payments and other costs to employees shall be the same as those applicable to employees of the Board of County Commissioners. An IRS Section 125 plan shall be made available to employees at such time that any employee paid premium cost is implemented so that employee-paid premiums are made on a pre-tax basis. If any changes to the plan or costs to employees shall change during the term of this agreement, such changes shall be reviewed

by the insurance committee. The union shall be entitled to representation on the insurance committee. Changes to the plan or costs to employees may be made by the County Commission after insurance committee review.

**SECTION 20.3**      **CHANGES TO COVERAGE/RATES**      If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, that individual carrier/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier or alternative coverage.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes will be reviewed by the insurance committee.

**SECTION 20.4**      **DENTAL PLAN**      Full family and single coverage will be provided at employee's cost under the County dental program.

**SECTION 20.5**      **LIFE INSURANCE**      A \$10,000 term life insurance program will be provided to all eligible employees along with an additional \$10,000 accidental death and dismemberment policy.

**SECTION 20.6**      **EAP**      An Employee Assistance Program for eligible employees and dependents is available.

**SECTION 20.7**      **DEFERRED COMP**      The Employer will provide a Deferred Compensation Program for all eligible employees.

**SECTION 20.8**      **BLOOD BANK**      The Employer will provide membership in the Community Blood Bank. Donations may be made during working hours, at times established by the Employer.

**SECTION 20.9**      **COVERAGE FOR LAID-OFF EMPLOYEES**      The Employer will provide insurance coverage for laid-off employees for at least thirty (30) days following the effective date of layoff, but in no event longer than the first full month following the month in which the employee is laid off.

**SECTION 20.10**      **APPEALS**      Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the County benefits program and may not be submitted through the grievance procedure.

**ARTICLE 21**

**SAFETY**



employees by April 10<sup>th</sup>. Summer uniform replacements for field employees must be turned in by employees by October 10<sup>th</sup>. Winter coveralls shall be Carhart or Walls brand.

Employees are required to wear uniforms during all working hours. Damaged or torn or lost uniforms may be replaced based on presentation of the damaged article or the filling out of a statement as to the lost or damaged article. This presentation can take place at any time during the year. If any deliberate damaging or losing of uniforms can be proved, appropriate discipline and reimbursement for the uniform articles will be levied.

Employees in the classifications of Utility Service Worker I, II, and III, Laboratory Technician I and II, Utility Maintenance Mechanic/Operator, and Utility Technician shall be provided uniforms according to the following schedule:

Jacket (winter hip length)	1	Galoshes	1 pair
Shirts (Total long & short sleeve)	5	Rain suit	1
Jacket (winter)		Knit Cap	1
Coveralls:		Boots	1 pair
(light weight)	1	Steel-toe-shoes	
(heavy weight)	1	(1 pair per year)	\$150.00
T-Shirt	6	(short/long sleeve, mix & match)	

NOTE: Cotton and leather gloves will be furnished as needed.

Employees in the classifications of Billing Clerk and Billing/Accounts Receivable Clerk shall be provided uniforms according to the following schedule:

shirt/blouse -5  
sweaters -2

**SECTION 22.6**      **PRINTING OF AGREEMENT**      Management and the Union will split the cost of the printing of this Agreement on a 50/50 basis.

**SECTION 22.7**      **TIME SHEETS**      All employees will post their time sheets when leaving and coming to work. At no time will any employee sign in or out for any other employee. All time sheets will be filled in with the correct starting and ending times. All employees must sign and verify their biweekly time sheets.

**ARTICLE 23**

**CONTRACTING OUT**

**SECTION 23.1** During the term of this Agreement, the Employer shall not contract out or subcontract any work currently performed by employees covered in this Agreement that would result in the layoff of employees or that will affect employees in this bargaining unit, except that the Employer may contract out any lawn or vegetation maintenance work, and the hauling of gravel from the pit to the stockpile.

**SECTION 23.2** Management reserves the right to secure the services of any other County Department to supplement or perform work which cannot be performed by employees covered by this Agreement.

**ARTICLE 24**

**SAVINGS CLAUSE**

**SECTION 24.1** **SEVERANCE/CONFORMITY TO LAW** This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services, the State Personnel Board of Review and all Civil Service Statutes, rules and regulations pertaining to wages, hours and term and conditions of employment. This Agreement also supersedes all County resolutions, rules and regulations which conflict with provisions of this Agreement. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provision 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 ten (10) days for the purpose of re-opening negotiations on the unlawful provision involved. If particular sections of this Agreement reference Ohio Revised Code, that Code section and its successor will be in effect, subject to renegotiation of this Agreement.

**SECTION 24.2** **SUCCESSORS** During the term of this Agreement, this Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidations, merger, sale, transfer, lease, or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

**ARTICLE 25**

**LAYOFFS AND ABOLISHMENTS**

**SECTION 25.1** **REASONS FOR LAYOFF** Employees may be laid off as a result of a lack of work, lack of funds or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees performing work in the affected classification(s) have been laid off or terminated. For purposes of this Section, "job abolishment" shall mean the permanent elimination of a position from the Department. The Employer shall notify the Union and each

affected employee(s) to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's representatives the effects on the remaining employees. Any layoff of an employee shall be instituted in accordance with the least Clark County Utilities Department seniority employees in the affected classification being laid off first.

**SECTION 25.2**      **RECALL OF EMPLOYEES**      An employee laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in reverse order of their layoff. Any recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense. If any employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available.

**SECTION 25.3**      **NOTICE OF RECALL**      Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the Employer.

**SECTION 25.4**      **RETURN FROM LAYOFF**      The recalled employee shall have fourteen (14) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

**ARTICLE 26**

**DURATION AND EXECUTION**

This Agreement shall become effective upon execution and shall terminate on April 30, 2015, unless extended by mutual written agreement of the parties involved or extended by direction of the State Employment Relations Board, or so ordered by the Common Pleas Court having jurisdiction.

**FOR CLARK COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
NATHAN KENNEDY, CPA,  
County Administrator

  
\_\_\_\_\_  
ALICE GODSEY, P.E.  
Director, Clark County Utilities Department

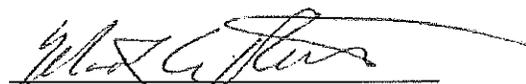
**ISAAC, BRANT, LEDMAN & TEETOR, LLP**  
Labor Counsel

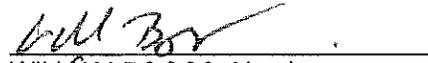
  
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CRAIG MAYTON, Esq.

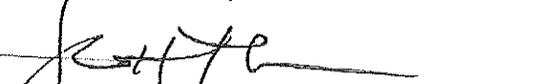
  
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MICHELLE R. NOBLE  
Human Resources Director

**FOR AFSCME LOCAL 1780 BARGAINING TEAM**

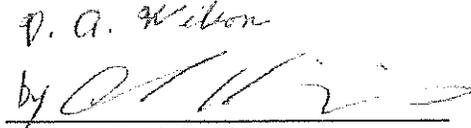
  
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KENNETH OSTER, President

  
\_\_\_\_\_  
MARK ROBERTS, Member

  
\_\_\_\_\_  
WILLIAM BOGGS, Member

  
\_\_\_\_\_  
SCOTT THOMASSON, Staff Representative  
Ohio Council 8

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
D. ANDREW WILSON  
Prosecutor, Clark County, Ohio

Resolution # 2012-0467

**APPENDIX I.**

**Table I.1. Wage Rates for 2012-2014**

Hourly Rates: These rates shall be paid for those hours actually worked or in a paid leave (Vacation, etc.) on a bi-weekly 75 hour basis.

CLASSIFICATION	2%	2%	2%	2%	1.5%	1.5%
	Probationary	Wage	Probationary	Wage	Probationary	Wage
	5/1/2012	5/1/2012	5/1/2013	5/1/2013	5/1/2014	5/1/2014
Utility Technician	\$12.55	\$13.24	\$12.80	\$13.51	\$12.99	\$13.71
UT-1	n/a	\$13.73	n/a	\$14.01	n/a	\$14.22
UT-1-1	n/a	\$14.37	n/a	\$14.66	n/a	\$14.88
UT-2	n/a	\$14.26	n/a	\$14.55	n/a	\$14.77
UT-2-1	n/a	\$14.89	n/a	\$15.19	n/a	\$15.41
UT-2-2	n/a	\$15.52	n/a	\$15.83	n/a	\$16.07
UT-3	n/a	\$14.77	n/a	\$15.07	n/a	\$15.30
UT-3-1	n/a	\$15.41	n/a	\$15.72	n/a	\$15.95
UT-3-2	n/a	\$16.03	n/a	\$16.35	n/a	\$16.60
USW I	n/a	\$15.57	n/a	\$15.89	n/a	\$16.12
USW IA	n/a	\$16.20	n/a	\$16.52	n/a	\$16.77
USW IB	n/a	\$16.83	n/a	\$17.17	n/a	\$17.43
USW II	n/a	\$17.34	n/a	\$17.69	n/a	\$17.96
USW IIA	n/a	\$18.02	n/a	\$18.38	n/a	\$18.66
USW IIB	n/a	\$18.71	n/a	\$19.08	n/a	\$19.37
USW III	\$20.61	\$21.88	\$21.03	\$22.32	\$21.34	\$22.65
USW IIIA	\$21.50	\$22.76	\$21.93	\$23.22	\$22.26	\$23.57
USW IIIB	\$22.38	\$23.65	\$22.83	\$24.12	\$23.17	\$24.48
Mt Mech/Operator I	\$16.51	\$16.78	\$16.84	\$17.12	\$17.10	\$17.37
Mt Mech/Operator II	\$16.81	\$17.97	\$17.15	\$18.33	\$17.40	\$18.60
Laboratory Technician I	\$15.68	\$16.91	\$15.99	\$17.25	\$16.23	\$17.51
Laboratory Technician IIA	n/a	\$19.48	n/a	\$19.87	n/a	\$20.17
Laboratory Technician IIB	n/a	\$20.36	n/a	\$20.77	n/a	\$21.08
Laboratory Technician IIC	n/a	\$21.25	n/a	\$21.67	n/a	\$22.00
Billing Clerk	\$11.24	\$12.09	\$11.47	\$12.33	\$11.64	\$12.52
AR/BC I	\$13.14	\$14.19	\$13.40	\$14.47	\$13.60	\$14.69
AR/BC I, 2 yrs service	n/a	\$15.24	n/a	\$15.55	n/a	\$15.78
Accts Rec/Billing Clerk II	n/a	\$17.34	n/a	\$17.69	n/a	\$17.96

**Table I-2. Steps for Laboratory Technician II Classification**

<u>CLASSIFICATION</u>	<u>CRITERIA</u>
Laboratory Technician IIA	one Class I operator license
Laboratory Technician IIB	a Water I or a Wastewater II operator license
Laboratory Technician IIC	a Water I and a Wastewater II operator license
Laboratory Technician IID	a Water III and a Wastewater III operator license

**Table I-3. Steps in the Utility Tech Classification Series, hired after May 1, 2006.**

<u>CLASSIFICATION</u>	<u>CRITERIA</u>
Utility Technician, probation	at hire
Utility Technician	completed probation
UT-1	completed one yr service
UT-1-1	completed one yr service, and one license
UT-2	completed two yrs service
UT-2-1	completed two yrs service, and one license
UT-2-2	completed two yrs service, and two licenses
UT-3	completed three yrs service
UT-3-1	completed three yrs service, and one license
UT-3-2	completed three yrs service, and two licenses
Utility Service Worker I	completed four yrs service
USW IA	completed four yrs service, and one license
USW IB	completed four yrs service, and two licenses
USW II	completed six yrs service, and one license
USW IIA	completed six yrs service, and one Class II license
USW IIB	completed six yrs service, and two Class II licenses

**Table I-4. Steps for Billing Clerk and Account Rec/Billing Clerk I, hired after May 1, 2009**

Wage Rates are listed in Table I.1.

Billing Clerk, Probation  
 Billing Clerk- Post Probation  
 Acct Rec/Billing Clerk I, Probation  
 Acct Rec/Billing Clerk I, Post Probation  
 Acct Rec/Billing Clerk I- after two years service from date of hire  
 Acct Rec/Billing Clerk II – after two years service as Acct  
 Rec/Billing Clerk I

## APPENDIX II.

## LICENSES AND CDL'S

### I. LICENSES

1. Ohio EPA issues licenses for passing examinations and meeting operating experience requirements to individuals in the following categories:

- a) Water Treatment Operator            Class I, II, III
- b) Water Distribution Operator        Class I, II
- c) Wastewater Treatment Operator    Class I, II, III
- d) Wastewater Collections Operator   Class I, II

2. To obtain the next appropriate classification, the employee must pass the license exam and must submit a copy of the license certificate and confirmation letter.

3. The County will reimburse the employee for the application and examination fees only twice per license. The employee must achieve at least a test score of 60 to be eligible for reimbursement.

4. No classification advancement shall be available for a Water Operator Class II or Class III license obtained after May 1, 2006.

5. Any USW III or USW IIIA who was reclassified as a Laboratory Technician I prior to February 1, 2010, shall be paid as a USW III or USW IIIA, respectively, for as long as he is employed as a Laboratory Technician I. Any USW III who was reclassified as a Laboratory Technician I prior to February 1, 2010, and has met the licensing requirements for the classification of USW IIIA shall be eligible to be paid as a USW IIIA for as long as he is employed as a Laboratory Technician I, and if the same employee subsequently obtains the license requirement for the classification of USW IIIB, he shall be eligible to be paid as a USW IIIB for as long as he is employed as at Laboratory Technician I. Any USW IIIA who was reclassified as a Laboratory Technician I prior to February 1, 2010, and has met the licensing requirements for the classification of USW IIIB shall be eligible to be paid as a USW IIIB for as long as he is employed as a Laboratory Technician I.

6. If any vacancy occurs in the Laboratory Technician classification series during the term of the Agreement, the vacancy shall be filled as described in Section 15.2.

7. The employee is responsible for renewing any license that is a minimum requirement for a classification. Once an employee attains the Utility Service Worker III classification, he/she only needs to maintain a single Class II license. License attainment and license maintenance for Utility Service Worker IIIA and Utility Service Worker IIIB classifications are governed by Section 7.5 (D) in Article 7.

8. Employees hired after May 1, 2006 shall not participate in the provisions of Section 7.5 A and shall only be entitled to classification advancement pay for two licenses during the first six (6) years of service, and after that, shall only be entitled to classification advancement pay for four (4) licenses. However, the provisions of 7.5 C (iv) and 7.5 D (ii) and D (vi) prevail over this Appendix II clause, when they occur.

9. The County will only pay for one (1) training course for each licensing level.

**SECTION 2. - COMMERCIAL DRIVER LICENSE (COL)** Employees who are required to operate commercial motor vehicles as defined by ORC, Title 45 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 1st, 1992 (whichever occurs first).

(A) The Employer will provide training to those employees so required that elect to participate to acquire knowledge necessary to pass the Commercial Drivers License examination. The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense. All license fees will be paid for by 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 materials 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 four (4) days in advance. Practice time will be made available subject to the Employer's need for vehicles.

(D) Employees hired after May 1, 2006 are required to obtain a CDL, Class A with tanker endorsement, prior to advancing to the Utility Service Worker I classification.

### **APPENDIX III. PAGER DUTY**

#### **SECTION 1. DETERMINING RESPONSE TO CALLS**

In determining whether to respond in person to the call, alarm or alert, the employee on pager duty shall consider the need to maintain high quality customer service and high quality customer relations, the need to protect public health, safety and the environment, the need to operate and maintain County Utilities property, facilities and equipment; and the need to use County Utilities funds wisely and efficiently.

**ARTICLE 26**

**DURATION AND EXECUTION**

This Agreement shall become effective upon execution and shall terminate on April 30, 2015, unless extended by mutual written agreement of the parties involved or extended by direction of the State Employment Relations Board, or so ordered by the Common Pleas Court having jurisdiction.

**FOR CLARK COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
NATHAN KENNEDY, CPA,  
County Administrator

  
\_\_\_\_\_  
ALICE GODSEY, P.E.  
Director, Clark County Utilities Department

**ISAAC, BRANT, LEDMAN & TEETOR, LLP**  
Labor Counsel

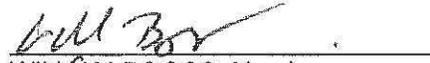
  
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CRAIG MAYTON, Esq.

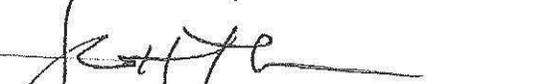
  
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MICHELLE R. NOBLE  
Human Resources Director

**FOR AFSCME LOCAL 1780 BARGAINING TEAM**

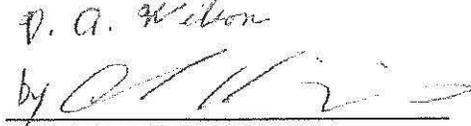
  
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KENNETH OSTER, President

  
\_\_\_\_\_  
MARK ROBERTS, Member

  
\_\_\_\_\_  
WILLIAM BOGGS, Member

  
\_\_\_\_\_  
SCOTT THOMASSON, Staff Representative  
Ohio Council 8

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
D. ANDREW WILSON  
Prosecutor, Clark County, Ohio

Resolution # 2012-0467

MEMORANDUM OF UNDERSTANDING

EARLY HOLIDAY CLOSURE -DECEMBER 31, 2013

The Board of Clark County Commissioners (Board) and American Federation of State, County and Municipal Employees (AFSCME) Ohio Council 8, Local 1780, enter into this agreement dated December 17, 2013.

Whereas, in addition to the list of holidays observed in Section 9.1 of the Collective Bargaining Agreement, the parties wish to delineate the terms of an early holiday closure at 1:00 pm on Tuesday, December 31, 2013 and to authorize four (4) hours of personal leave time. Bargaining unit members whose shift ends at 4:30 pm shall be granted paid personal leave at 12:30 pm, and bargaining unit members whose shift ends at 5:00 pm shall be granted paid personal leave at 1:00 pm. Lunch periods shall be taken prior to the paid personal leave. All other sections of Article 9 remain in effect. No precedent is set.

A facsimile or scanned signature shall be treated in all respects as having the same effect as an original signature.

Agree:

AFSCME Ohio Council 8, Local 1780

Board of Clark County Commissioners

Scott Thomasson (MK)

Nathan D. Kennedy

Scott Thomasson, Staff Rep.

Nathan D. Kennedy, County Administrator

Resolution 2013-0759

Witnesses:

Michael O'Neal

Alice Godsey

Michael O'Neal, President

Alice Godsey, PE, Director