



ment 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, 2015
THROUGH APRIL 30, 2018

**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;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

SECTION 5.3 WAIVER The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be

made a part thereof. The wage adjustments are two and one-half percent (2.5%) on May 1, 2015; two percent (2%) on May 1, 2016; and two percent (2%) on May 1, 2017.

SECTION 7.2 NEW POSITIONS In the event a new job is created or an existing job content is substantially changed within the bargaining unit, the employer shall meet with the Union to review the changes and negotiate a rate of pay for such job prior to implementing such job or changed job. Any disputes regarding this Section shall be subject to the grievance and arbitration procedure.

SECTION 7.3 OUT-OF-CLASSIFICATION PAY Employees required to work in a higher classification on a temporary basis, i.e. to fill a vacant position due to long term vacation or disability of an employee, long term illness or during the period a position is being permanently filled. The employee will be paid at the higher rate of pay for all hours worked in such higher classification for a period not to exceed ten (10) weeks. At that time, the situation will be reviewed and the position will be filled as a vacancy. This provision is not intended to address short term leave situations of two weeks or less in duration. This provision shall not apply to those employees who are in training (see Section 15.6 of this Agreement).

SECTION 7.4 CALL-IN PAY Call-in pay is payment for work performed by an employee who has been recalled to work anytime the employee has departed from work and until the employee returns to their regularly assigned work schedule. Work done in this manner shall be compensated with a minimum of two (2) hours pay at a pay rate two (2) times the employee's regular rate of pay. All time in excess of two (2) hours of call-in shall be paid at the employee's overtime rate of pay (1.5 times the employee's regular rate of pay). Compensation shall not be paid more than once for the same hours, to the Pager Duty employee, under any provisions of this Article or Agreement. Call-in pay shall not be available for the time worked contiguous to the end of an employee's regular scheduled work hours.

SECTION 7.5 CLASSIFICATION UPGRADES/LICENSE SUPPLEMENTS

Paragraph (A) below applies only to employees on the Clark County Utilities payroll as of May 1, 2003.

(A) Utility Maintenance Mechanic/Operator.

- (i) When a Utility Maintenance Mechanic/Operator acquires a Wastewater Operator I or a Wastewater Collections System Operator I license and has two (2) years service as a 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 October each calendar year. The conversion will be paid in the first full pay period in November.

SECTION 8.7 PAGER DUTY Any bargaining unit employees that work pager duty shall be proficient in customer service and current Utilities Department sewer collection and water distribution maintenance and repair practices and procedures including, but not limited to, operation of sewer cleaning equipment (combination jet/vac unit, etc.), maintenance and repair of vacuum sewer collection systems, sewer lift stations, have hands on experience excavating and repairing watermain breaks, and have a current Class B CDL with tanker endorsement. Utility Service Workers with the required experience may work pager duty. Laboratory Technicians and Maintenance Mechanic Operators with the required experience and at least two (2) years previous work experience within the Utilities Department as a Utility Service Worker or Utility Technician may work pager duty. Utility Technicians that have worked at least two (2) years at the Utilities Department and have the required experience may work pager duty. If Management determines that a bargaining unit employee does not have the required experience for pager duty, that employee shall not be eligible for pager duty until the required experience is obtained.

Each employee assigned to pager duty shall carry the cellular phone for seven (7) consecutive days. The employee carrying the pager shall be responsible for answering and, if necessary, responding to telephone calls from the answering service. The employee carrying the pager shall also be responsible for answering and, if necessary, responding to telephone calls and alerts from lift stations, vacuum stations, water tanks, KTK WWTP, and booster stations. The employee carrying the pager shall not be responsible for answering telephone calls and alerts for the Southwest WWTP. Compensation for pager duty shall be an additional five (5) hours pay at straight time plus five (5) hours compensatory time for each week of pager duty. The employee carrying the pager shall be responsible for determining, within the Department's standards for maintaining good customer service, whether the telephone call from a customer or alarm or alert meets the parameters for a site visit as defined in Appendix III. If a site visit is warranted as defined in Appendix III, the employee shall respond to the site in a callout. The employee carrying the pager shall be provided with a County vehicle and smart phone for the purpose of carrying out his/her responsibilities under this Section.

SECTION 8.8 CALLOUT LISTS Overtime work other than hold-over overtime work shall be distributed on a non-preferential basis by utilization of call out lists. One callout list is established with ranking based on Department seniority, excluding billing clerks and accounts receivable/billing clerks. If additional employees are required to respond to the callout, based on the parameters in Appendix III, the pager employee shall call the first name on the list and continue down the list, if necessary, until the necessary number of employees have been obtained to perform the work. The list will rotate by charging employee(s) who either work or refuse a call-out, with a call-out, so that the employee with the fewest call-outs rotates to the top of the list.

When all methods for filling overtime needs have been exhausted by either the pager person or by the employer, and additional overtime workers are still needed, then employees shall be assigned to work such overtime beginning with the least senior person within the department who possesses the capabilities and qualifications necessary to perform the required overtime duties, and progressing to the most senior such employee.

SECTION 8.9 DECLARED DELAYS OR EARLY DISMISSALS If the Board of County Commissioners or designee declares a delay in starting a work day or declares an early dismissal from work, and the delay or early dismissal is applicable to all departments under the control of the Board of County Commissioners, bargaining unit members who are determined by the Employer to be essential personnel, shall report for their regular work shift, and shall be compensated, in addition to regular pay, at a rate of one (1.0) hour of compensatory time for every hour worked during the period of the declared delay or declared early dismissal.

ARTICLE 9 **HOLIDAYS**

SECTION 9.1 **HOLIDAYS OBSERVED.** The following holidays off with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)

- 5. Independence Day
- 6. Labor Day
- 7. Columbus Day
- 8. Veteran's Day
- 9, 10. Thanksgiving Day (+ day after Thanksgiving)
- 11,12. Christmas (+ Christmas eve)

Any additional holidays granted by the Board of County Commissioners to non-bargaining employees of the Board will also be granted to Union members.

SECTION 9.2 OBSERVANCE OF HOLIDAYS If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Employees scheduled to work on a schedule other than Monday through Friday will receive holiday pay only for the actual day the holiday falls.

SECTION 9.3 WORK PERFORMED ON HOLIDAYS: HOLIDAYS RESCHEDULED Employees who are required to work on one of the above holidays, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay in addition to the holiday pay. Should a holiday fall on an employee's scheduled day off and he works the same, his rate of pay will be one and one-half (1-1/2) times his regular rate of pay in addition to the holiday pay. The employee may elect to take a comp day within the same pay period for working said holiday. Such compensation day shall be taken with mutual agreement of the supervisor and employee.

SECTION 9.4 CALL-INS ON HOLIDAYS Call-ins, as described in Section 7.4, that occur on a holiday, shall be paid at two (2) times the employee's regular rate of pay for the duration of the call-in, for the holidays listed in Section 9.1 above. For purposes of this Section, holiday shall mean the actual day of the holiday for Christmas Eve (December 24), Christmas Day (December 25) and New Year's Day (January 1). For all other holidays listed in Section 9.1, this Section shall apply to the day on which the holiday is observed by the County Commissioners only.

ARTICLE 10 VACATION LEAVE

SECTION 10.1 VACATION SCHEDULE Full time employees earn annual vacation leave according to the following schedule:

Less than 1 year of service	No vacation
1 year, but less than 8 years	10 days
8 years, but less than 15 years	15 days
15 years, but less than 25 years	20 days
25 years of more	25 days

SECTION 10.2 MINIMUM SERVICE TIME ELIGIBILITY The above service requirement need not be continuous, however, completion of a total of one (1) year service with Clark County is required before eligibility for any vacation leave is established.

SECTION 10.3 USE, ACCRUAL, AND CARRYOVER OF VACATION Vacation leave shall be taken by the employee during the year in which it is accrued and prior to the next recurrence of the anniversary date. Vacation time may be carried over into the following year up to a maximum

of three (3) times the employee's current accrual rate. Employees who exceed this limitation may face a use or lose status. Management will make reasonable efforts to mutually establish a schedule for the employee to take accrued vacation. Vacations shall be selected by seniority and shall be consistent with an efficient work schedule. The supervisor shall be responsible for ensuring the employee that vacation has been approved or denied within thirty (30) days after the employee's election. In the event notice of approval or denial is not given to the employee pursuant to the above, such vacation shall be considered as approved. Any pre-scheduled and approved vacation shall not be denied, or changed, regardless of seniority except in cases of emergency. At no time shall vacation be extended at termination for more than the maximum carry-over.

SECTION 10.4 NON-PRESCHEDULED VACATION Any employee requesting a non-prescheduled vacation must submit his/her request to supervision at least 24 hours prior to commencement of such leave. This provision may be waived by the Supervisor, at the Supervisor's sole discretion.

ARTICLE 11 **PERSONAL LEAVE**

SECTION 11.1 PERSONAL LEAVE An employee shall be granted four (4) personal leave days per calendar year. Personal leave shall be taken by the employee by April 30th of the year following the calendar year in which granted at a time mutually agreed upon by the employee and his/her supervisor. Should agreement not be available, employee may request resolution from the Operations Director prior to the requested leave time. Personal leave shall not be accumulative or converted to cash payment. Personal leave days shall be requested twenty-four (24) hours prior to taking such leave, except in an emergency situation. Personal leave may be taken in one (1) hour increments. Personal leave shall not be used to cover tardiness situations.

SECTION 11.2 NEW EMPLOYEES Upon date of hire, new employees will not qualify for personal leave until after their probation period is completed. Personal leave granted under this Section shall be used by December 31 following completion of probation. The date of hire of new employees shall determine the allowable personal leave time granted during their first year as follows:

Hire Date	Personal Leave Granted
January through March	2 Days
April through June	1 Day
July through September	4 Days
October through December	3 Days

ARTICLE 12 **SICK LEAVE**

SECTION 12.1 SICK LEAVE ACCUMULATION All full-time employees shall earn sick leave at the rate of one (1) work day per completed month of service. Unused sick leave is cumulative indefinitely.

SECTION 12.2 DOCTOR'S STATEMENT Employees must provide a physician's statement prior to returning to work after three (3) days of absence when requesting sick leave pay.

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 only the following relatives: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-parents, step-children, legal guardian, or other person who stands in the place of a parent (loco parentis). Immediate family may include aunts, uncles, and step-siblings who grew up in the same home. 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 before 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 12.7 FUNERAL LEAVE Employees paid leave time may be used to attend the funeral of a member of the employee's immediate family, as defined in this Article. Leave shall be granted up to seven (7) work days.

SECTION 12.8 SICK LEAVE INCENTIVE There will be one (1) sick day added to an employee's total sick leave balance on May 1st of each year of this Agreement provided that employee used 45 hours or less (exclusive of use for funerals) in the twelve (12) months preceding May 1st of each year of this Contract. This sick day may be used as a personal day or left in sick leave accumulation at the employee's option. This selection must be made in writing at least 24 hours before using the hours.

SECTION 12.9 LEAVES OF ABSENCE Any bargaining unit member in an unpaid leave will not earn sick leave.

ARTICLE 13 LEAVES OF ABSENCE

SECTION 13.1 LEAVE WITHOUT PAY The Employer may grant a leave of absence, without pay and benefits, to any employee for a maximum of six (6) months for any personal reasons of the employee. Such leave may be extended or renewed beyond the six (6) month duration. Leave may be granted for a maximum period of two (2) years for purpose of education, training or specialized experience which would be a benefit to the County service by improved performance at any level, or for voluntary service in a governmentally sponsored program of public betterment.

The granting of any leave of absence is subject to approval of the Department Director and appointing authority. An employee requesting leave without pay must submit a written request to the Department Director or his/her designee, if possible, at least thirty (30) calendar days prior to the first day of requested leave. Section 13.1 shall not apply to leave provided by Section 13.6.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while the employee is on leave will be terminated and/or displaced upon his return from such leave. The affected employee will be considered for other vacancies.

An employee may return to work before the scheduled expiration of leave if requested by the employee and approved by the Employer. If an employee fails to return at the expiration of an approved leave of absence, the Employer may take whatever action it deems appropriate.

Any decision made by the Employer to deny a request for leave of absence, without pay and benefits, shall not be subject to the grievance and arbitration procedure. If the Employer denies a request for leave without pay, the employee denied or the Union may ask that such denial be discussed by the Labor Management Committee provided for in Article 19 of this Agreement. Upon receiving a request to discuss such a denial, the Employer will place this request for discussion on the agenda of the next regularly scheduled meeting of the Labor Management Committee for discussion. This discussion does not in any way obligate that Employer to take any action or change its decision to deny the employee's request for leave without pay.

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.

SECTION 13.5 COURT LEAVE The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Compensation for court, administrative agency, or required to attend jury duty shall be submitted to the County Auditor upon return to active service, or as soon as possible thereafter. The County Auditor will give the employee a receipt for the same.

Employees will honor any subpoena issued to them, including but not limited to, those for worker's compensation, unemployment compensation, and State Employment Relations Board (SERB).

Vacation time, personal leave, or comp time must be used if the attendance at court involves a personal matter of the employee.

SECTION 13.6 FAMILY MEDICAL LEAVE ACT The County and Union agree and understand that the Family and Medical Leave Act of 1993 shall apply.

ARTICLE 14 UNION LEAVE

The Employer shall grant to the Union a total of ten (10) paid days per contract year for the term of this Agreement to be used by Union members to attend Local 1780 functions such as seminars, educational meetings, conferences, or other official union business. In no case shall this time be carried forward from year to year. Requests to use Union leave shall be submitted at least ten (10) working days in advance, unless the absence is one day or less, in which case requests for using leave shall be submitted at least five (5) working days in advance.

ARTICLE 15 SENIORITY, TRANSFERS, PROMOTIONS, SENIORITY LISTS

SECTION 15.1 DEFINITIONS Seniority is defined as length of service with Clark County Utility Department.

SECTION 15.2 VACANT POSITIONS When a position becomes vacant, the County will promptly determine whether or not to fill the position. If the position is to be filled, it shall be posted immediately, as much as practicable, within ten (10) working days in a prominent place in each location for a minimum of five (5) working days. The parties may extend the ten (10) working days by mutual agreement. The posted notice will show the classification, rate of pay, shift, location and minimum qualifications of the vacant position. Internal applicants/employees of the Clark County Utility Department shall be considered prior to posting the position for external applicants. Those employees who wish to be considered for the position must file a written application with the Clark County Personnel Office by the end of the posting period. The most senior employee possessing the minimum qualifications shall be awarded the position, with the exception of Laboratory Technician I and Maintenance Mechanic/Operator. For those positions, selection shall be made on the basis of skill, experience, and the ability to perform the work in question, except where there is an affirmative action underutilization. Any existing employee intending to apply for the Laboratory Technician I position, who does not possess the minimum license required, shall be required to apply for, and take the license exam at the first available opportunity, and shall repeat the exam, if necessary, at every available opportunity, until the license is obtained. If the minimum license is not obtained within three years in the classification, the employee shall be terminated, with no appeal whatsoever. If the skill,

experience, and ability to perform the work of two (2) or more applicants are equal, seniority shall govern. If no employee applies or meets the minimum qualifications, the Employer shall fill the position as it determines appropriate within forty five (45) days from the end of the external posting period. The same license stipulations contained in this Section, shall apply to any external applicant for Laboratory Technician I.

SECTION 15.3 PROBATIONARY PERIODS

(A) An employee awarded a promotional position in accordance with this contract will be given the standard 90 day probationary period and training to become accustomed to the job and to learn the operation of the position. If an employee does not satisfactorily complete the probationary period, such employee shall be returned to the employee's former position or if the former position is not available, to a like position.

(B) All new hires will serve a probationary period of 180 days. Removals under this paragraph shall not be grievable.

SECTION 15.4 POSTINGS When a notice of vacancy is posted and an employee within that classification desires to transfer to a different location and/or shift, a written application for such a transfer to that position shall be submitted to the Personnel/Employee Relations Director. If there is more than one (1) applicant for the position, seniority shall govern.

SECTION 15.5 TRANSFER An employee may be transferred to a different work location or job assignment in order to fill a vacancy caused by retirement, termination, resignation, vacations, or disability or due to the requirements of the work; Such transfer within a classification shall be on the basis of seniority. If there are no volunteers, the least senior employee shall be required to transfer. When practicable, an employee will be given a fifteen (15) day notice of the transfer.

SECTION 15.6 TRAINING REQUIREMENTS An employee may be assigned to a different work location or job assignment in order to acquire or demonstrate proficiency. Such training transfers will not exceed fifteen (15) work days in a calendar year, unless extended by agreement between management and the union.

SECTION 15.7 SELECTION OF SHIFT AND WORK AREAS Employees will have the option by seniority to select shifts and work areas in their classifications. This selection shall occur within two weeks of the effective date of this agreement and during April of each succeeding year.

SECTION 15.8 SENIORITY LISTS The Employer will provide a seniority list containing names, addresses, classification, and date of hire to the Union by January 15th of each year. Any disagreement with a seniority list must be submitted by January 30 each year. Any disagreement not submitted by January 30 shall be deemed waived. Any disagreement not resolved by February 15 may be submitted to Step 3 of the grievance procedure.

ARTICLE 16

PERSONNEL FILES

SECTION 16.1 REVIEW OF PERSONNEL FILE An employee may review his personnel files periodically and may, at the option of the employee, select a third party to be 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 determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

SECTION 17.3 TIME LIMITS/DAYS DEFINED If the Employer does not respond to the grievant or his representative within the time limits prescribed in Step 1 and Step 2 of the grievance, the grievance may be taken to the next step of the procedure. Any grievances not appealed by the Union or the grievant within the prescribed time limits shall be considered settled on the basis of the last decision rendered.

In any case where a decision of the appropriate Management representative is not given at Step 3 of the grievance procedure within the time limits specified or within the period that may have been extended by mutual agreement, the grievance, without setting a precedent for future grievances, shall be considered satisfactorily resolved in favor of the grievant.

It is understood that the time limits imposed in this Article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the grievance procedure is defined to mean "work day" unless otherwise specified.

ARTICLE 18 DISCIPLINE

SECTION 18.1 DISCIPLINE FOR CAUSE No bargaining unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. Any and all disciplinary actions will be taken no later than forty-nine (49) calendar days following knowledge of Management not culpable regarding the events upon which the discipline is to be based, except in the investigation of criminal or civil liability by the appropriate County or investigative body or internal disciplinary investigation. Management has the responsibility to initiate formal discipline process within ten (10) days of the completion of the investigation.

SECTION 18.2 DISCIPLINARY ACTION In the event that disciplinary action is required for violations of established policy within the Clark County Utilities Department within 12 months of the prior offense, the following procedures will prevail:

(1) **First Offense:** The complaint, if valid, shall be discussed with the involved employee by his/her immediate supervisor. Consequences for future violations will be explained in detail to the employee by the supervisor.

(2) **Second Offense:** The complaint, if valid, shall result in a written reprimand. Consequences for future violations will be explained in detail to the employee by his supervisor. An entry of said reprimand will become a part of the employee's personnel file, subject to annual review.

(3) **Third Offense:** The complaint, if valid, shall result in a written reprimand, loss of vacation, or suspension, the length of which will be determined by the appointing authority. Consequences for the succeeding violation will be explained to the employee

by the appointing authority or their representative. An entry of said explanation may become a permanent part of the employee's personnel file.

(4) **Fourth Offense:** The complaint, if valid, shall result in a suspension or a removal. The notice of such a removal will be issued by the appointing authority. The discharged 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 \$20,000 term life insurance program will be provided to all eligible employees along with an additional \$20,000 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.

SECTION 20.11 HEARING AID The County shall pay \$0.50 premium costs per month per employee for employees' participation in the AFSCME Care Plan-Hearing Aid. The payment is due by the 20th (twentieth) of the month.

ARTICLE 21

SAFETY

SECTION 21.1 EMPLOYER RESPONSIBILITIES It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for their employees. The supervisor must correct unsafe conditions promptly. Management must see that all safety rules and good working methods are used by its employees. The Union shall appoint a member of the bargaining unit to serve on the County Risk Management Committee.

SECTION 21.2 EMPLOYEE DUTIES/RESPONSIBILITIES It is the duty of all employees to wear assigned safety gear and to use appropriate safety equipment and to follow all safety rules and safe working methods. Employees are responsible for the proper use and care of the equipment, tools and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

SECTION 21.3 FIRST AID Management will provide and maintain at least one fully stocked first aid kit on each floor at each location in a well marked area.

SECTION 21.4 SAFETY COMMITTEE There shall be established a Safety Committee in the Department. The Committee shall hear safety complaints, make recommendations for the prevention of accidents and shall review all accident reports. The Safety Committee shall consist of four (4) members, two (2) each representing Management and Union. When the safety committee makes written recommendations, the Director will respond, in writing, within ten (10) work days of receipt of the recommendations.

SECTION 21.5 SITE CHECKS BY EMPLOYEES. CALL-OUTS BY SUPERVISORS In the interest of safety, bargaining unit members will only perform visual checks when working alone. Any mechanical operation or repair will require call-out by supervisor or pager employee on duty.

ARTICLE 22

MISCELLANEOUS

SECTION 22.1 RULES AND REGULATIONS All rules and policies established by the Employer shall be in writing, and a copy given to each employee. All changes to rules shall be posted and be uniformly and consistently applied.

SECTION 22.2 BULLETIN BOARDS The Union shall be provided bulletin boards for posting notices of union business.

SECTION 22.3 JOB DESCRIPTIONS The Employer shall provide the Union with a copy of all bargaining unit job descriptions and will provide updates if changes occur in such job descriptions.

SECTION 22.4 MILEAGE Mileage will be reimbursed when an employee is required to use their personal vehicle. The mileage reimbursement shall be at the current rate as set by the Clark County Commissioners

SECTION 22.5 UNIFORMS The Employer will distribute uniforms twice per year for field employees. Winter uniform replacements for field employees must be turned in by employees by April 10th. Summer uniform replacements for field employees must be turned in by employees by October 10th. 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
Shirts (Total long & short sleeve)	5	Rain suit	1
Jacket (Miner)	1	Knit Cap	1
Coveralls: (light weight)	1	Boots, steel-toe shoes	1 pair per year up to
(heavy duty)	1		\$175.00
T-Shirt (short/long sleeve, mix & match)	6	Muck or equal brand steel-	1 pair per contract period
		toe wet weather boots	up to \$150.00

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.

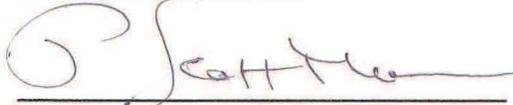
SECTION 25.4 RETURN FROM LAYOFF The recalled employee shall have fourteen (14) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall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

ARTICLE 26

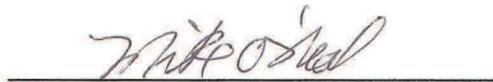
DURATION AND EXECUTION

This Agreement shall become effective upon execution and shall terminate on April 30, 2018, 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.

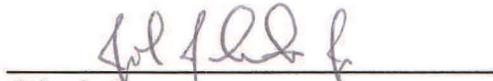
**FOR AFSCME OHIO LOCAL 1780
BARGAINING TEAM:**



Scott Thomasson, Ohio Council 8



Mike O'Neal



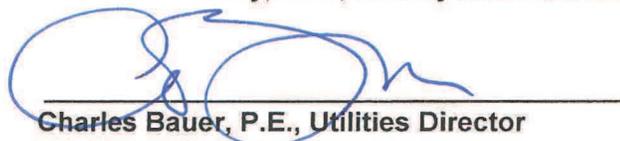
John Lethcoe

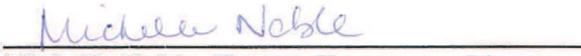


William Boggs

**FOR CLARK COUNTY BOARD OF
COMMISSIONERS:**



Nathan Kennedy, CPA, County Administrator

Charles Bauer, P.E., Utilities Director

Michelle Noble, Human Resources Director

APPROVED AS TO FORM:



Andrew Wilson, Clark County Prosecutor

Resolution # 2015-0261

APPENDIX IWAGE RATE

Table I.1. Wage Rates for 2015-2017

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	Effective 05/01/2015 (2.5%)		Effective 05/01/2016 (2 %)		Effective 05/01/2017 (2%)	
	Probationary	Wage	Probationary	Wage	Probationary	Wage
Utility Technician	13.31	14.05	13.58	14.33	13.85	14.62
UT – 1	n/a	14.58	n/a	14.87	n/a	15.17
UT – 1-1	n/a	15.25	n/a	15.56	n/a	15.87
UT – 2	n/a	15.14	n/a	15.44	n/a	15.75
UT – 2 -1	n/a	15.80	n/a	16.12	n/a	16.44
UT – 2 – 2	n/a	16.47	n/a	16.80	n/a	17.14
UT – 3	n/a	15.68	n/a	15.99	n/a	16.31
UT – 3 -1	n/a	16.35	n/a	16.68	n/a	17.01
UT – 3 – 2	n/a	17.02	n/a	17.36	n/a	17.71
USW I	n/a	16.52	n/a	16.85	n/a	17.19
USW I A	n/a	17.19	n/a	17.53	n/a	17.88
USW IB	n/a	17.87	n/a	18.23	n/a	18.59
USW II	n/a	18.41	n/a	18.78	n/a	19.16
USW IIA	n/a	19.13	n/a	19.51	n/a	19.90
USW IIB	n/a	19.85	n/a	20.25	n/a	20.66
USW III	21.87	23.22	22.31	23.68	22.76	24.15
USW IIIA	22.82	24.16	23.28	24.64	23.75	25.13
USW IIIB	23.75	25.09	24.23	25.59	24.71	26.10
Mt. Mech/Operator I	17.53	17.80	17.88	18.16	18.24	18.52
Mt. Mech/Operator II	17.84	19.07	18.2	19.45	18.56	19.84
Laboratory Technician I	16.64	17.95	16.97	18.31	17.31	18.68
Laboratory Technician IIA	n/a	20.67	n/a	21.08	n/a	21.50
Laboratory Technician IIB	n/a	21.61	n/a	22.04	n/a	22.48
Laboratory Technician IIC	n/a	22.55	n/a	23.00	n/a	23.46
Billing Clerk	11.93	12.83	12.17	13.09	12.41	13.35
AR/BC I	13.94	15.06	14.22	15.36	14.5	15.67
AR/BC I, 2 years Service	n/a	16.17	n/a	16.49	n/a	16.82
Accts Rec/Billing Clerk II	n/a	18.41	n/a	18.78	n/a	19.16

Table I-2. Steps for Laboratory Technician II Classification

CLASSIFICATIONCRITERIA

Laboratory Technician IIA
Laboratory Technician IIB
Laboratory Technician IIC

a Wastewater I operator license
a Water I Supply or a Wastewater II operator license
a Water I Supply and a Wastewater II 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

SECTION 1 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 higher classification that is reclassified as a Laboratory Technician will keep their wage classification obtained prior to reclassification for as long as they are employed as a Laboratory Technician. Section 15.3 Probationary Periods apply to reclassification.
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 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 (CDL) 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.