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COLLECTIVE BARGAINING CONTRACT

between

Clermont County Commissioners
(Water Resources Department)

and

American Federation of State, County,
and

Municipal Employees,

Ohio Council 8

AFSCME Local 2686

Expires December 31, 2024

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Article 1 - Management Rights

1. The Union recognizes that the Employer has the exclusive right to manage its affairs and that the Employer retains all powers, authority, duties and responsibilities, conferred upon and vested in it by the laws and constitutions of the State of Ohio and the United States. Further, all rights which are ordinarily vested in and are exercised by employers are reserved to and remain vested in the Employer, except such as are expressly and specifically relinquished by the written provisions of this agreement. This includes:
 - A. the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and types of services to be rendered;
 - B. the determination, purchase, and control of the types and numbers of materials, machines, tools, and equipment, to be used, and/or the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation;
 - C. the right to hire and set the starting rate of pay for new employees, and on a temporary or permanent basis to promote, demote, transfer, and assign employees;
 - D. the right to schedule employees including determining the starting and quitting time for any employee or group of employees, the number of hours to be worked including overtime, and lunch breaks, rest periods, and cleanup time;
 - E. the right to determine the amount of supervision necessary, work schedules, and the method or process by which work is performed;
 - F. the right to contract, subcontract, and/or purchase any or all work, processes, or services;
 - G. the right to design new facilities or the improvement of existing facilities and to contract the construction of such;
 - H. the right to adopt, revise, and enforce work rules, standard operating guidelines, and/or personnel policies;
 - I. the right to create, change, combine, or discontinue job classifications and assigned job duties or job content for any classification and to establish wage rates for any new or changed classifications;
 - J. the right to establish, modify, or discontinue policies, practices, or procedures for its operation in the provision of services to the citizens;

- K. the right to determine the size and composition of the workforce and the places of their work;
- L. the right to determine the skills, qualifications, and training needed for any position, and to evaluate employee performance;
- M. the right to establish training programs and upgrading requirements for employees;
- N. the right to select employees for layoff based on economic or business-related reasons;
- O. the right to temporarily disregard the terms of this contract where such action is necessary to prevent the disruption of essential services because of a bona fide emergency; and
- P. the right to continue, alter, make, and enforce reasonable rules for the maintenance of discipline and to take such disciplinary measures for cause as the Employer may determine to be necessary for its orderly and efficient operation.

2. The County's personnel policies and procedures, and the Department's standard operating procedures and policies, as they may be amended from time to time, remain binding on unit employees, unless those policies and procedures are specifically modified by the terms of this agreement.

Article 2 - Recognition

1. The Employer recognizes Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO (the Union) as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining in any and all matters relating to wages, hours, and terms and conditions of employment of all employees in the bargaining unit certified in SERB Case No. 2014-REP-05-0065 consisting of all full-time employees of the Clermont County Board of Commissioners in the Water Resources Department, including employees in the following classifications: Construction Inspector; Maintenance Specialist; Maintenance Technician 1 and 2; Operator 1, 2, and 3-WW; Operator 1, 2, and 3-WR; Electrician 3; Laboratory Technician; Equipment Mechanic 3; Construction Coordinator; and Systems Technician.

2. Excluded are all supervisors, confidential and management level employees as defined in the Act, all clerical employees, Administrative Support Specialist, Chemist, GIS Analyst 2, Program Manager 1, and all employees in the Customer Service Division.

Article 3 - Dues Deduction

1. The Employer shall make payroll deductions of Union dues, initiation fees, and assessments from pay or wages of Employees upon submission of a signed check-off card for the Employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO. The Union shall advise the Employer in writing of the amounts to be deducted. The Union shall designate in writing the address where the checked off monies shall be remitted.

Notwithstanding anything in this agreement, the Employer shall be relieved of its obligation to deduct union dues, fees, or assessments when an employee in the bargaining unit:

1. Is terminated;
2. Resigns;
3. Retires;
4. Is transferred or reassigned out of the Bargaining unit; or
5. Submits a revocation of their dues authorization.

2. The payroll deduction shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Money deducted pursuant to the provisions of this section shall be remitted to the Union within 5 to 15 days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) For Employees which deductions were made, the name, address and Social Security number of the Employee, and the amount deducted; 2) The name of each Employee whose name has been dropped from the prior Check-off list and the reason for the omission.
3. The Union will hold the Employer harmless for all money deducted and remitted to the Union pursuant to the provision of this contract. The Union shall keep Employee

information (including Social Security numbers) confidential, and will hold the Employer harmless from any disclosure of that information by or through the Union.

4. Upon reasonable request, the Employer will provide the Union Staff Representative at no cost a current list of all bargaining unit members to include their name, date of hire, job classification, and pay rate. Further, the Employer will provide the same information as to each person who enters the bargaining unit or who leaves the bargaining unit within thirty days of their entrance to, or departure from, the unit.

Article 4 – Work Rules

1. Except in matters involving health, safety, or other emergency, the Employer will give the Local Union President reasonable notice of any change in work rules before such change goes into effect. Such notice may be made orally, in writing, or electronically.

Article 5 - Classifications

1. In the event the Employer creates any new classification in the Water Resources Department and a dispute arises as to whether or not that classification is in the Unit, such dispute shall be resolved under processes provided by the State Employment Relations Board.

Article 6 - Labor-Management Committee

1. There shall be a Labor-Management committee composed of up to five representatives from management and up to four representatives from the Union. The committee may discuss issues relating to contract administration, contract interpretation, and safety. The Union's Staff Representative may attend meetings, but the meetings shall not be unreasonable delayed to accommodate the Staff Representative's schedule.
2. The committee will meet quarterly during normal business hours at the Water Department. Union members on the committee shall not lose pay for attendance at committee meetings. Management may also call a meeting on an as needed basis, or upon a reasonable request of a Union representative.

3. Management shall prepare and distribute an agenda to the committee members twenty four hours prior to any meeting, when possible. Committee members shall supply agenda items at least five days in advance of the meeting.
4. Grievances shall not be considered in labor/management committee meetings unless the parties agree otherwise.

Article 7 – Non-Discrimination

1. **References to Male and Female Employees.** All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
2. **Union Membership is Voluntary.** Joining the Union and continuing or not continuing in membership shall be voluntary acts by any employee. The Employer and the Union shall not interfere in any way with an employee's exercise of his right to be or not be a member of the Union, nor shall they discriminate against any employee because of his membership or non-membership in the Union. The membership dues deductions shall be made by the Employer for each Employee during the term of this agreement, unless the Employee revokes the authorization by written notice to the Clermont County Human resources department or the Employee's County employment terminates.
3. **Non-Discrimination.** The provisions of this contract shall be applied to all Employees without discrimination on account of sex, race, color, handicap, age, religion, national origin, sexual orientation, military status, or union membership. The Union shall share equally with the Employer the responsibility for applying this provision.

Article 8 - Bulletin Boards

1. The Employer shall provide the Union with a bulletin board near each location where the Employer normally posts notices to employees. Prior to posting anything on the bulletin board, the Union will provide a copy of the posting to management. The Union agrees that all such posting will be public records subject to disclosure under Ohio's Public records law.

2. The Union may post materials relating to union elections and election results, appointments to officer positions, notices of membership meetings, job openings within the Clermont Water resources Department and reports and minutes of membership meetings without prior approval of management. Any other postings shall require prior management approval. Management shall have the sole discretion to approve or deny such other postings.
3. The Union shall not post any defamatory, political, or libelous material, nor shall it post any risqué, obscene, or offensive material. The Union shall at all times be responsible for any material posted on the bulletin board, and shall hold the Employer harmless from any claims arising out of any material posted on the bulletin board.

Article 9 – Union Representation

1. The Union shall provide the Employer a written list of the Union Officers and their titles. The Union president and the Union Vice President shall serve as Union Stewards for the purpose of representing the unit employees with regard to the administration of this agreement and in the processing of grievances.
2. Union officers and/or Stewards shall not perform Union work during their duty hours, except that if management schedules a disciplinary meeting or a grievance hearing during their duty hours, a steward will not lose pay for attending such a meeting or hearing.
3. Upon reasonable advance notice, management shall grant a Union Staff Representative permission to enter the Employer's facilities for the purpose of administering this agreement and/or processing grievances. A Union Staff Representative shall not interfere with any employee's performance of their job duties while they are at the Employer's facilities.
4. The Employer shall notify the Union of the hiring of new employees within 30 days of the employee's start date.

Article 10 - Personnel Records

1. **Employee Access to Personnel File.** Employees shall have access to their personnel folder upon reasonable notice to Human Resources of the Board of Clermont County Commissioners. Such access to personnel records shall be within three (3) week days of

the request. Inspection may occur on unpaid time during his/her lunch, break periods or before or after work, at a time and in a manner mutually acceptable to the employee and Human Resources, or his represented designee. A representative of the County shall be present at all times when the Employee is reviewing his file. The Employee may not remove any material from his file, nor shall he be permitted to add material to his file unless management consents to such addition. Copies will be made at the employee's expense.

Article 11 - Subcontracting

1. In the event the Employer intends to subcontract, transfer, assign or by any other method relinquish substantial work customarily performed by Bargaining Unit members with the reasonable expectancy that such relinquishment of work will result in the layoff of Bargaining Unit members, the Employer will give the Union forty-five (45) days notice, prior to the taking of such action. Following notification by the Employer and the making of a demand by the Union, the parties shall meet and engage in effects bargaining concerning the intended layoff and to review proposed methods or procedures for the possible retention of the subject work by Bargaining Unit members and the avoidance of layoffs.

Article 12 – Hours of Work and Overtime

1. Standard Work Week
 - A. The Standard Work Week begins at 12:01 a.m. on Monday and ends at midnight on Sunday. During the Standard Work Week, employees will be scheduled to work forty (40) hours.
 - B. Most employees will be scheduled for an 8.5-hour work day. One half hour of that workday shall be an unpaid lunch break during which no work will be done. Such lunch breaks begin when work is stopped, and end when work is resumed. Time required to travel to and from your lunch destination is included in the lunch break time. The timing of lunch breaks will be subject to management's discretion and will normally be during the middle portion of an employee's shift. Maintenance Division employees will normally work from 7 a.m. to 3:30 p.m.

- C. Employees required to continuously monitor their duty stations will be scheduled for an 8-hour work day with no lunch break. Such employees will be allowed a reasonable opportunity to eat lunch while they work, and will be paid for that time.
- D. All Employees shall be entitled to a paid rest period of fifteen (15) minutes in each half of their shift, provided they shall have worked at least one (1) hour of that shift.
- E. The Union recognizes that the variety of tasks and service needs performed by the bargaining unit employees make flexibility of schedule necessary. Except for Maintenance Division employees, the Employer agrees to specify starting, quitting, lunch, and break times but retains the right to unilaterally change them when, in the sole discretion of management, it is reasonable to do so for business reasons.

2. Overtime

- A. Overtime is paid at the rate of time and a half for hours worked in excess of 40 in a work week as provided below. Except as otherwise provided herein, time not actually worked is excluded in computing overtime for County employees, so lunch periods, compensatory time off and sick leave are not to be considered hours worked except as provided otherwise in this agreement.
- B. Time not worked but paid for because of vacation, holiday, earned personal day, annual personal day, jury duty, or military leave shall be considered as time worked for the purpose of "pay status" and shall be used for computing overtime. Paid leave for overlapping hours under 3(C)(b) may also include sick leave and shall be counted as hours worked.
- C. Employees who are scheduled to work on paid holidays will receive eight (8), ten (10), or twelve (12) hours of holiday pay at their regular rate of pay based on their regular work schedule, plus pay at time and one-half (1-1/2 x) for actual hours worked during the holiday. All hours worked on a holiday do not count towards the 40-hour overtime threshold, since they are already paid at the overtime rate.
- D. All overtime must be authorized in advance by management.
- E. Employees who work in excess of 40 hours in a work week can choose to earn compensatory time off in lieu of overtime compensation, except as provided below. Compensatory Time is calculated at the rate of one and one half hours off

for every hour of overtime worked. No employee shall be permitted to carry more than sixty (60) hours of compensatory time at any time, but any time they are below 60 hours, they can bank more compensatory time up to the 60 hour maximum. Compensatory time cannot be earned on hours worked to cover another employee's compensatory time off. Pursuant to ORC 124.18, time off to use earned compensatory time will be granted at a time mutually convenient to the employee and employee's supervisor. Compensatory time is not available for use until it appears on the employee's earning statement. If compensatory time is not used by November 30th of the year it was earned, the employee will receive a cash payment based on the employee's rate of pay at the time the compensatory time was earned. No compensatory time can be earned during the month of December of each year.

3. Consecutive Work Hours

- A. No Employee shall work more than sixteen (16) hours consecutively or within a twenty-four (24) hour period, measured from the start of the Employee's regularly scheduled work shift. Unpaid breaks (i.e. $\frac{1}{2}$ hour lunch break) are not included when determining total hours worked. Employees are responsible for monitoring this time, provided that their failure to monitor the time or cease work shall not be grounds for disciplinary action.
- B. Employee is responsible to notify his or her Supervisor at least two (2) hours in advance, if he or she anticipates ceasing work to receive eight (8) hours off duty.
- C. The following additional provisions apply to this limitation on consecutive work:
 - a. The Director of the Water Resources Department (or his designee) may suspend these time limits and the other provisions of this Policy relating to work hours and assignments based on a finding of an emergency that is causing a large scale impact on the system or a threat to public health.
 - b. If an Employee works more than sixteen (16) hours continuously or during a twenty-four (24) hour period, he or she must receive at least eight (8) hours off duty before the Employee can resume work. If in this situation the eight hours off duty overlaps with the employee's normally scheduled hours of work, the work hours lost because of the overlap shall be unpaid but shall be considered hours worked for the purpose of calculating overtime for that workweek. Alternatively, the employee may choose to use paid leave described in Section 2

(B) above to cover the overlapped hours. If the employee so chooses, the overlapped hours would be paid and would also count as hours worked for the purpose of calculating overtime for that workweek.

Article 13 – Seniority, Layoffs and Recall

1. **Seniority.** An employee's seniority shall be based upon his or her years of continuous service for the Water resources Department. An employee's seniority date shall be based upon the employee's last hire date. In the event two or more employees are hired on the same day, the one with the greatest seniority shall be determined by a coin toss or other process of chance in the presence of the involved employees. The Employer shall maintain a seniority list and provide a copy of it to the Union at least yearly.
 - A. Employees accrue no seniority, and have no rights under this contract, until they successfully complete a 120-day probation period.
 - B. An employee loses seniority when he or she is not on the County payroll for a continuous period of more than one year and is not during that year on any form of leave.
2. **Layoff.** The Employer shall determine the need for any layoff, the number of employees to be laid off, and the classification from which employees will be laid off. Selection of employees for layoff will be based on seniority.
3. **Recall.** Employees shall be recalled from layoff in inverse order to the order in which they were laid off. In other words, the first employee laid off will be the last employee recalled. Employees retain recall rights for one year from the date of their layoff. Thereafter, any employment with the Employer shall be as new hire, subject to the Employer's needs and hiring process.

Article 14 - Discipline

1. The parties agree that effective and fair discipline is essential to maintaining the efficiency of the Employer's operations. Low performing and error-prone employees increase the Employer's cost, reduce the quality of its services, and impose additional burdens on other employees. Effective and fair discipline is therefore necessary to: correct and deter employee misconduct; incentivize poorly performing employees to perform better; and, when necessary, remove problematic employees from employment with the employer.

2. The Employer shall have the right to discipline or discharge employees for just cause. Discipline may include a documented verbal warning, written warning, loss of accrued vacation, suspension without pay, reduction in pay or position, or discharge. Employee discipline shall be subject to the terms of the grievance and arbitration clause. Just cause for discipline shall exist where the evidence indicates that the employee has engaged in conduct justifying discipline. To the extent practicable, the Employer shall follow the disciplinary procedures set forth in the county personnel policies, as may be amended from time to time.
3. When the Employer schedules a pre-disciplinary hearing for an employee, it will send a copy of the notice of pre-disciplinary hearing to the AFSCME Staff Representative via email.

Article 15 – Grievance and Arbitration Procedure

1. **Grievance Guidelines**
 - A. Should any dispute or difference arise between the Employer and the Union or Employees concerning the interpretation and/or application of any provision of this written Agreement, including any disciplinary action, such grievance shall proceed as stipulated in the remainder of this Article.
 - B. All bargaining unit members shall have the right to file grievances without prejudice.
 - C. **Group grievances** - Where a group of Employees desire to file a grievance involving a situation affecting each Employee in the same manner, one grievance will be filed listing all of the grievants involved in the grievance.
 - D. **Representation for Grievants**
 1. A grievant will be permitted one (1) union representative at Steps 1 and 2; and two (2) union representatives, to include officers, stewards, and/or staff representatives, at Steps 3 and 4. Employees and Employee representatives shall not lose pay or benefits from the time spent in grievance hearings. The expense of a legal representative(s) shall be borne by the party calling them. Witnesses may be called by both

parties. The Employer maintains the right to schedule witnesses for hearings.

2. The Union may request the release of Employee witnesses deemed essential to a proper resolution of a grievance at Step 3. Necessary witnesses will be released to attend arbitration hearings but their attendance at hearings shall be without pay. In the event that more than two Employee witnesses are necessary to the presentation of the Union case, the Director shall be notified in writing not less than five (5) days before the hearing of the reason why additional witnesses are necessary.

E. **Forms** - All written grievances filed under this procedure shall be on the union grievance form. The Union shall use a written grievance form which shall provide the following information: the name(s) of the aggrieved employees; the date, time, and location of the filing of the grievance; a description of the incident giving rise to the grievance; the Articles and Sections of the Agreement violated; the date the grievance was first discussed; the name of the supervisor with whom the grievance was first discussed; and the desired remedy to resolve the grievance. The preparation and distribution of the grievance forms is the responsibility of the Union.

F. **Definition of Working Days** - For the purpose of counting time under the procedure, "working days" as used in this procedure will not include Saturdays, Sundays, or holidays, or scheduled agency days off.

G. A grievance which affects a number of Employees may initially be presented by the Union at Step 2 or Step 3 of the Grievance Procedure. A removal during, or at the conclusion of the probationary period, is not subject to the Grievance Procedure, or to any other form of appeal under this contract.

H. Employee representatives shall advise their supervisors as soon as a hearing is scheduled that they will be attending a grievance or arbitration hearing so that the supervisor will have adequate time to adjust schedules or workloads.

I. Disciplinary actions which have been imposed by the Board of County Commissioners shall, if appealed, proceed directly to arbitration without going through steps 1-3 of the grievance procedure.

- J. The parties may by mutual agreement, waive any Steps or any time limits of this Article.
2. The following are the implementation steps and procedures for handling member's grievances.
 - A. **Preliminary Step** - A member having a grievance shall first attempt to resolve it informally with his or her immediate supervisor with reasonable promptness after the incident giving rise to the grievance. If the member is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps which follow:

Step 1 - Immediate Supervisor. An Employee having a grievance shall file a written grievance with his or her immediate supervisor. The grievance must be filed within ten (10) working days from the date of the incident giving rise to an alleged grievance. The grievance shall be heard by a supervisor. The supervisor shall schedule a meeting within two (2) working days of receipt of the grievance, and shall respond to the grievant on the grievance form within three (3) working days following the meeting. Any grievance not answered within three working days shall be considered denied.

Step 2 - Division Chief. If the grievant is not satisfied with the response received in Step 1, the grievant may pursue the matter by presenting the grievance to the proper Division Chief within five (5) working days of receipt of the Step 1 answer, or if no answer was given, within (5) five working days of the date an answer was due. The Division Chief (or his designee) shall schedule a meeting on the grievance within four (4) working days after presentation of the grievance to the Division Chief. The Division Chief (or his designee) shall respond in writing within five (5) working days following receipt of the grievance. If the Division Chief (or his designee) does not respond in writing within five (5) working days, then the Step 1 response shall also be considered to be the Step 2 response.

Step 3 - Director. If the grievant is not satisfied with the response received from Step 2, he or she may pursue the matter by presenting the grievance to the Director (or his designee) within five (5) working days of the Step 2 response. At a Step 3 hearing, the Employee may be accompanied by a union representative provided the department head has been notified if an Employee representative is to be utilized so that the representative may be relieved from duty to attend

the hearing. The Director (or his designee) shall issue a decision on the grievance within five (5) working days of the hearing. If the Director (or his designee) does not respond in writing within five (5) working days, then the Step 2 response shall also be considered to be the Step 3 response.

Step 4.

1. If the grievance is not satisfactorily settled at Step 3, the union must, within thirty (30) calendar days after due date of the Step 3 answer notify the Employer in writing if it wants to take the matter to arbitration. Within five (5) working days after such notice, the Union shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators. The Union shall first strike a name. Thereafter, each side shall alternately strike a name from the list until one (1) remains. The Union shall promptly notify the FMCS of the name of the arbitrator selected. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
2. The fee of the arbitrator and the rent for the hearing room as well as any other cost of arbitration will be borne by the losing party. Each party will bear their own cost for attorney's fees. The expenses for any non-Employee witness shall be borne, if at all, by the party calling them. The fees for the court reporter shall be paid for by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.
3. All decisions of arbitrators consistent with the preceding paragraph and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union, and the Employees. A grievance may be withdrawn by the Union at any point by submitting a written statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance not answered by management within the

stipulated time limits, or extension thereof, shall automatically move to the next step, or to the arbitration level if appropriate.

4. If a party chooses to withdraw a grievance from arbitration at any time, for any reason, the party electing to withdraw the grievance shall be responsible for payment of any and all fees incidental to the arbitration, arbitrator fees, or other costs. The other party shall not be responsible to pay any fees.

Article 16 – No Strike/No Lockout

1. **Essential Service.** During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of this Article.
2. **Union Responsibility.** The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 to return to work.
3. **Penalties Imposed for Violations.** The Employer reserves the right to discharge or discipline to any degree any employee who violates Section 1 or any employee who fails to carry out his responsibility under Section 2.

Article 17 – Savings Clause

1. **Exclusion of Civil Service Law.** This agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment except those presently addressed in Ohio Revised Code, Section 4117.10 or

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

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

Article 18 – Scope of Bargaining

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

Article 19 – On-call and Call-out Pay

1. Employees who are scheduled to be "on-call" will be available by phone while on-call and shall:
 - A. Remain accessible to the Employer and respond to text or voice messages within 10 minutes;
 - B. Remain within reasonable travel distance (60 minutes or less) from the reporting location; and
 - C. Promptly report to work if called;

D. Complete an "On-Call Coverage Modification Request" form (available from management) when transferring scheduled on-call time to a co-worker.

2. Employees who are scheduled to be on-call shall receive \$18.00 per day for each day that they are on call. Call in pay shall be as per current Department policy.
3. **After Hours Emergency Callout.** Employees who are called in to work due to a water or sewer emergency will be compensated for a minimum of four (4) hours. If hours worked exceed four (4) hours, compensation will be made for the actual hours worked. If an emergency is addressed in less than four (4) hours and another callout occurs within the original four (4) hours, the employee will be compensated for actual hours worked with a minimum of four (4) hours. For example, two (2) callouts within a four (4) hour period would not be automatically compensated at eight (8) hours.

Start/Stop times for emergency callout – 'Start' time for callout will begin at the time the employee arrives at the workplace. 'Stop' time for callout will be at the time the employee leaves the workplace (i.e. leaves 4386 Haskell to go home or leaves the jobsite to go home).

4. **After Hours Scheduled Callout.** Employees who are scheduled to return to work after normal scheduled work hours will be compensated for a minimum two (2) hours per scheduled event. If hours worked exceed two (2) hours, compensation will be made for the actual hours worked. If scheduled callout is contiguous with normal work hours, compensation will be made for actual hours worked.

Start/Stop times for scheduled callout - 'Start' time for callout will begin at the time the employee arrives at the workplace. 'Stop' time for callout will be at the time the employee leaves the workplace (i.e. leaves 4386 Haskell to go home or leaves the jobsite to go home).

When an employee continues to work beyond their scheduled shift, he/she will be paid for actual hours worked. The minimum callout hours do not apply.

Minimum callout hours cannot overlap regular work hours. For example, an employee who is scheduled to begin work at 7:00 AM, but is called-out at 5:00 AM, will receive 2 hours of callout pay.

Article 20 – Wages

1. **BASE RATES:** The base rates for different job classifications are set forth in Appendix B. Employees below the new minimum rate will be adjusted up to the new minimum effective the first payroll of 2022.
2. **MERIT WAGE POOL INCREASE:** In addition to the adjustments in Section 1 above, merit wage increases for unit employees each year will be based on a pool. The pool represents an increase in compensation for the unit employees above the prior year, as has been implemented by the Water Resources Department in previous years. The pool will be allocated among individual employees using the previously implemented merit pay system, attached as Appendix A. As of the first pay period of 2022, the pool will equal 3%. As of the first pay period of 2023, the pool will be no less than 3%. As of the first pay period of 2024, the pool will be no less than 3%. **(See Appendix A).** However, if **any of these merit pay raises would take an employee over the top rate for their position as set forth in Appendix B, that employee is not entitled to any portion that would be in excess of the top pay rate for their position.** Any employee that does not receive a Special Evaluation on or about the mid-point of the calendar year and has no documented disciplinary action for the calendar year, will score a 2 or higher on their total annual Performance Review score and qualify for a merit pay increase.
3. **ME-TOO PROVISION:** In the event that for calendar year 2022, 2023, or 2024, the Board of County Commissioners allocates for the County's non-represented employees across-the-board wage increases in excess of 3%, the pool for that year shall be the larger percentage. As per the above, the pool will be allocated among individual employees using the merit pay system.
4. **EXCEPTIONS TO THE ME-TOO:** Step increases, merit increases, or other increases that do not apply across-the-board to all of the County's unrepresented employees do not trigger a larger increase for the bargaining unit employees.
5. **SHIFT DIFFERENTIAL:** Effective upon the first payroll after ratification and appropriate signatures from both parties, there shall be a \$1.00/hour shift differential for any regularly scheduled shift that:
 - A. Begins at 2 PM through 4 AM;
 - B. Has the majority of the shift hours occur between the hours of 2 PM and 4 AM; OR
 - C. Occurs on the weekend, meaning between the hours of 12:01 AM Saturday through 11:59 PM Sunday.

6. **LICENSE BONUSES.** Effective upon the first payroll after ratification and appropriate signatures from both parties, the following bonuses will be available:

Commercial Driver's License (CDL) Supplement – Employees in the Maintenance Technician 1 and Systems Technician positions who obtain a Class A or B CDL License will receive a \$0.25/hour supplement to their base rate and if they obtain and maintain a Class A CDL will receive a \$0.50/hour supplement to their base rate.

OEPA Operator License Supplement – Employees in the job classification of Maintenance Technician 1, Maintenance Specialist, Systems Technician, Equipment Mechanic 3, and Electrician 3 are eligible to receive the following OEPA Operator License Supplement.

\$0.50/hour supplement for employees with a Class I OEPA Operator License (Collection, Distribution or Treatment).

\$1.00/hour supplement for employees with a Class II OEPA Operator License.

Employees are eligible for only one (1) OEPA Operator License Supplement (i.e., an employee with a Class II Collection and Class II Distribution license will receive only one (1) \$1.00 supplement).

If a Maintenance Technician 1 obtains a Class II OEPA Operator License, plus a Class A or B CDL, they will be reclassified to a Maintenance Technician 2 and will receive the minimum pay rate for the Maintenance Technician 2 position, a \$1.50/hour increase to their base rate, or a 4% increase, whichever is greater.

Employees receiving the OEPA Operator License Supplement and employees in the Maintenance Technician 2 position will abide by Ohio Administrative Code (OAC) and Ohio EPA requirements for certified professional operators.

7. **BOOT ALLOWANCE.**

Effective each January, each employee shall be entitled to an annual boot allowance of \$150.

Article 21 - Duration

This Agreement shall become effective as of January 1, 2022 until December 31, 2024. The Agreement shall remain in full force and effect from year to year unless either party, in writing,

shall notify the other at least ninety (90) days prior to the expiration of the term or any extended term of this agreement, or any intention to make changes in the Agreement.

Article 22 Sick Leave Control

Section 1. Administrative Sick Leave Watch (ASLW) is defined as an administrative monitoring of uses of sick leave that may appear excessive or of questionable justification, and provides an opportunity to evaluate such usage through monitoring, and reviewing of requested documentation relative to usage.

Section 2. For the purpose of this article, a "use" of sick leave is defined as an absence from regular scheduled hours for more than two hours for which the bargaining unit employee requests sick leave, and any absence from regular scheduled hours for which no paid leave is available except:

1. An absence during which a bargaining unit employee is hospitalized;
2. A qualifying absence under the Family and Medical Leave Act;
3. An absence for reason of death as provided under county policies and limited to five (5) days; or
4. Sick Leave for an injury or illness that is deemed an allowable claim by the Bureau of Workers Compensation.

Section 3. Employees may be placed on ASLW if the employee has five (5) or more uses of sick leave within a twelve-month period.

Section 4. At the time of placing an employee on ASLW, the employee and his/her AFSCME representative shall be notified in writing of the reason for placement and of the action(s) being required of the bargaining unit employee.

Section 5. Employees placed on ASLW may be subject to one or more of the following actions:

1. A requirement to submit a written statement explaining the employee's absence from duty, and indicating any illness, reoccurring medical or psychological conditions, or other mitigating circumstances, on which the Employer can evaluate the Employee's use of sick leave. The statement shall include the names and phone numbers of any relevant health care providers and grant Employer permission to contact them.
2. A requirement to submit a statement from the employee's health care provider substantiating any condition that may require continued or periodic absence from duty.
3. For all future uses of sick leave until the expiration of the ASWL, a requirement to provide documentation from a health care provider.
4. A requirement to undergo an examination administered by the Employer's appointed physician and at the Employer's expense to determine the fitness for duty of the bargaining unit employee.
5. An employee may be denied the opportunity to work overtime while on ASLW.
6. ASLW longer than one (1) year will be subject to discipline as outlined in Article 14 of this Agreement.

Section 6. An employee on ASLW will have their status reviewed every six (6) months. If an employee is on ASLW for a period of one (1) year or more, sick time review will then occur every ninety (90) days. The employee may receive discipline as outlined in Article 14 of this Agreement based on each ninety (90) day review. ASLW may be discontinued at any time at the discretion of the Employer. Employees shall be promptly notified of their removal from ASLW.

Section 7. Employees who are found to have abused sick leave or have failed to comply with the requirements of ASLW may be subject to disciplinary action under Article 14.

Article 23 Leave and Other Benefits

Section 1. The Employer agrees in good faith that it will keep in place its policies with respect to vacation, uniforms, holidays, and all types of leave.

Section 2. The Union agrees in good faith that the Employer retains the right to modify those policies as may be required to conform to Federal or State law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their signatures below, this 10th, day of January, 2022.

For the Employer:

Date January 10, 2022

Claire B. Corcoran
Claire B. Corcoran, Member
David L. Painter
David L. Painter, Vice-President
Bonnie J. Batchler
Bonnie J. Batchler, President
Lyle G. Bloom
Lyle G. Bloom, Water Resources Director

For the Union:

Date 12-21-2021

Chelsea Bates
Chelsea Bates, President
Zachary Embry
Zachary Embry, Secretary-Treasurer
Mark Caddo
Mark Caddo, Staff Representative

APPROVED AS TO FORM:
MARK J. TEKULVE, PROSECUTOR
CLERMONT COUNTY, OHIO
BY: Jeanette Nichols
Assistant Prosecutor
DATE: 1-4-2022

Appendix A – Merit Pay

Clermont County Merit Allocation for Salary Actions

1. Definitions –

- A. Salary Action – the average percent increase authorized by the Board of County Commissioners (BCC) to be allocated to employees in the form of base rate increases.
- B. Salary Pools - groupings of employees by supervisors, divisions or departments or any other method as determined by the department heads.
 - 1. Example - Customer Service, OEQ, Water Treatment, etc.
- C. Salary Action Pool Amount – the total dollar amount to be allocated within the pool. Equal to the total current base rates of the employees in the Salary Pool multiplied by the normal hours of the employees and multiplied by the Salary Action approved by the BCC.

2. Application –

- A. The Salary Action in any year is applied to each of the individual Salary Pools established by the Board of County Commissioner's Departments.
 - 1. Example: Total current salary for a pool of employees is \$155,646
 - a. The BCC has authorized a 2.85% salary action increase.
 - b. \$4,059 will be allocated in rate increases to the employees in the pool.
 - 2. The Board of County Commissioners may authorize a portion of the increase to be allocated equally among all employees. If so determined, the remaining portion of the pool would then be allocated based on merit.
- B. Employee Performance Reviews are completed by their Supervisors.
- C. Factors utilized in allocation of Salary Action Pool –
 - 1. Performance review scores

- a. The performance review portion of the annual evaluation must be 2.0 or greater to qualify for a salary action.

2. The time in the position during the evaluation period
 - a. Salary actions are adjusted to reflect the portion of time in the position.
 - b. Salary actions for promoted employees will be at the average for the time in the prior position with merit applied to time in current position.
3. Normal Annual Hours for position (2,080 for full time).
4. Current Pay rate.

D. Each employee's distribution factor is calculated by multiplying current hourly rate, percent of time in position during evaluation period, normal annual hours for the position and, if the performance score is at least 2.0, then the Total Evaluation Score or else zero is used for performance.

E. The employees percent of the Salary Action Pool amount will be their share of the total Salary Pool's distribution factor total.

1. Example:

Employee E -	Perf Score (1)	Total Eval Score (2)	Current Hourly Rate (3)	Time in position (4)	Normal Annual Hours (5)	Current Salary	Distribution Factor (2x3x4x5)if (1) is <2.0 then 0	% of Salary Action Pool
A	1.87	2.6	20.33	100%	2080	42,286	0	0%
B	3.0	3.5	14.86	100%	2080	30,909	10,818	27.90%
C	4.0	3.75	22.00	100%	2080	45,760	17,160	44.25%
D	5.0	4.6	17.64	64%	2080	36,691	10,802	27.85%
						155,646	38,780	100.0%

Employee A did not merit an increase due to the Performance Score.

Employee D was promoted in May and will receive 2.85% of prior rate for time in job prior to promotion in addition to merit for the last quarter.

F. The Salary Action Pool is distributed to each employee based on the % of Salary Action Pool.

1. Salary Action Pool Amount in the example scenario is $\$155,646(\text{current salary}) \times 2.85\% = \$4,435.92$.
2. Employee Allocation based on example:

Employee	% of Salary Action pool	Salary Increase from old position	Merit Salary Action	Per Hour Rate Increase	% Change in Pay Rate from Merit
A	0%		0	0.00	0.0%
B	27.90%		1,144.28	0.55	3.70%
C	44.25%		1,815.10	0.87	3.95%
D	27.85%	\$333.98	1,142.57	0.71	4.02%
	100.0%	333.98	4,101.95		

-Employee D rated the best and received the highest increase (percentage).

-In this example, since Employee A did not merit an increase, the rest of the employees in the pool were allocated those funds.

G. If the salary action would take an employee over the top rate for the position, that employee is not entitled to any portion that would be in excess of the top pay rate for the position.

Appendix B – Schedule of Rates of Pay

Classification Title	Minimum Pay Rate (Base Pay - \$/hour)	Maximum Pay Rate (Base Pay - \$/hour)
WRD Laboratory Technician	17.50	24.00
WRD Maintenance Tech 1	17.50	24.00
WRD Maintenance Tech 2	19.00	25.50
WRD Maintenance Specialist	21.50	28.00
Equipment Mechanic 3	24.50	31.50
Electrician 3	24.50	31.50
Systems Technician	24.50	31.50
WRD Operator 1 (unlicensed)	17.50	19.00
WRD Operator 1 (licensed)*	19.00	23.35
WRD Operator 2	22.00	26.00
WRD Operator 3	25.00	31.50
Construction Inspector	21.00	26.32
Construction Coordinator	25.00	32.67

*Upon receipt of a passing Class I score