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**AGREEMENT BETWEEN**  
**THE TUSCARAWAS COUNTY**  
**METROPOLITAN SEWER DISTRICT**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES (AFSCME)**  
**OHIO COUNCIL 8, LOCAL 2308, SUB-LOCAL 1**

**Effective January 1, 2012**  
**Through December 31, 2014**

**SERB Case Number**

**10-MED-08-0941**

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## PURPOSE

This agreement by and between the Tuscarawas County Metropolitan Sewer District, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 2308, Sub-Local 1, AFL-CIO, hereinafter referred to as "Union," is established for the purpose of defining the full and complete understanding governing wages, hours, and terms and conditions for those employees included in the bargaining unit as defined herein.

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit employees. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the following classifications:

Included: All employees of the Tuscarawas County Metropolitan Sewer District including Accounting Clerk; Billing Clerk; Electrician/Instrument Technician; Engineering Technician; Lab Analyst/Laborer; Maintenance Worker; Meter Reader; Meter Technician; Operator 2; Water Plant Operator 1.

Excluded: All managerial, confidential, and supervisory employees as defined in the Act and seasonal and casual employees as defined by the Board including: Director and Superintendent.

**Section 2.** The Employer will advise the Union of any proposed new classification(s) and the responsibilities of said classification(s), and upon request, agrees to meet and confer with the Union regarding inclusion of any such new classification in the bargaining unit. If the Union and the Employer are unable to agree as to whether said classification shall be included in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification(s) shall be included in the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Tuscarawas County Metropolitan Sewer District in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

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

- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force, the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department;
- G. To determine when a job vacancy exists and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

### ARTICLE 3 RULES AND REGULATIONS

**Section 1.** The Union recognizes that, except as otherwise expressly limited in this agreement, it is the exclusive right of the Employer, in order to carry out its statutory mandates and goals, to maintain order, to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** The Employer agrees that to the extent that such work rules, regulations, policies and procedure are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of this agreement.

Copies of newly established written work rules, regulations, policies or procedures, or amendments to existing work rules will be furnished to the Union no less than five (5) work days prior to the effective date of such rules, regulations, policies or procedures. Work rules, regulations, policies or procedures affecting health and safety issues or those effectuated because of emergency situations, including compliance with applicable federal and/or state laws, shall be furnished to the Union and may be imposed immediately. The Employer agrees to advise the local Union representatives prior to/during such emergency(ies).

**Section 3.** The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement. Work rules, regulations, policies and procedures shall be reasonably applied and uniformly enforced.

#### **ARTICLE 4 DUES DEDUCTION**

**Section 1.** The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

**Section 2.** The Employer agrees to deduct regular Union membership dues bi-weekly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with the terms of this agreement. An employee may revoke their individual "check-off" authorization by giving a written notice to the Employer and the Union. Said notice shall include proof of service (i.e., certified, registered letter). Upon receipt of written notice, the Employer shall be relieved of such individual "check-off" deduction in the applicable pay period following said receipt.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

**Section 9.** The Employer agrees to forward to the Treasurer, care of Controller, AFSCME, at the address designated by the Union, a warrant in the amount of the deduction with an alphabetical listing of employees from whom deductions have been made, to be transmitted to the Controller with a copy to the Union no later than the tenth (10th) day following the payroll period in which the deductions were made.

**Section 10.** Each bargaining unit employee hired after the effective date of this agreement who is not a member of the Union and/or any employee who, during the term of the agreement, becomes a member and withdraws his membership pursuant to Section 4 herein, shall as a condition of employment pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either upon execution of this agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. The Employer shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

**Section 11.** The Union warrants and guarantees that no provision of this article violates the law or constitution of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising in any way out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

**Section 12.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found

that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

## **ARTICLE 5 UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, twenty-four (24) hours advance notice of such staff representative visits will be provided to the Employer. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirements upon the Union's reasonable demonstration of such circumstances. In any case, upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employee.

**Section 2.** The Employer shall recognize one (1) employee, and in his/her absence one (1) designee, to act as steward for the purpose of processing grievances in accordance with the grievance procedure.

**Section 3.** The Union shall provide to the Employer an official roster of its officers, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

**Section 4.** The investigation and writing of grievances shall be on non-duty time. In contrast, the actual processing of grievances, commencing with the filing of the grievances at the appropriate step of the grievance procedure, may be on duty time. In addition, if grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 5.** Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

2. The Union representative and/or an employee shall not leave his respective work area/unit to conduct authorized Union activities without first notifying his immediate supervisor.
3. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
4. The Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

**Section 6.** During the term of this agreement, the local Union officer may receive messages and may be permitted to use the Employer's telephone for the following purposes:

1. grievance administration;
2. notice of labor/management meetings;
3. other applicable provisions of the agreement as mutually agreed to by the representatives of the parties.

It is further understood that said telephone usage shall be subject to the availability of the telephone, require prior approval of the immediate supervisor, and shall only be permitted on non-work time.

The Union agrees that no long distance calls shall be made at the Employer's expense.

## **ARTICLE 6 NON-DISCRIMINATION**

**Section 1.** The Employer and the Union agree there shall be no discrimination against any employee in the bargaining unit as to age, sex, race, color, religion, genetic history, military status, national origin or disability, and involvement or non-involvement in the Union.

**Section 2.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 3.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 4.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 5.** All references to employees in this agreement designate both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

**ARTICLE 7  
NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that it shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, in any strike, walkout, work stoppage, slowdown or any interference of its members of any operation or operations of the Employer for the duration of this agreement.

No employee shall engage in any strike, sit-down, slowdown, sit-in, cessation or stoppage of work of any kind with the Employer's operations.

**Section 2.** The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this agreement and is subject to possible discharge or other disciplinary action. Such discharge or disciplinary action of the employee is subject to the grievance procedure. The Union will promptly request and advise all employees to cease the violation and to return to work at once.

**Section 3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this agreement. A violation of this section shall entitle the employee or employees to wages due to any lockout.

**ARTICLE 8  
CORRECTIVE ACTION**

**Section 1.** No form of disciplinary action will be taken against any employee except for just cause.

**Section 2.** Disciplinary action may include: (a) verbal warning; (b) written reprimand; (c) suspension without pay; (d) reduction; or (e) discharge from employment.

**Section 3.** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline will take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4.** Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Verbal Warning/Written Reprimand	18 months
Suspension of any Duration	24 months

**Section 5.** Suspensions, reductions, or discharges may be appealed in an expedited fashion by filing a grievance at Step 3 of the grievance procedure within three (3) working days of receipt of the order of discipline.

**Section 6.** The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

## ARTICLE 9 GRIEVANCE PROCEDURE

**Section 1.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

**Section 2.** All grievances must be processed at the proper step in order to be considered at subsequent steps.

The aggrieved employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the Employer and the Union.

**Section 3.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Informal:** Within five (5) working days from the occurrence of an alleged incident, any employee having a complaint or grievance may discuss it verbally with his/her immediate supervisor. The supervisor will respond verbally to attempt a resolution within five (5) working days from the discussion of the verbal complaint.

**Step 1** If the complaint or grievance is not resolved in the Informal Step, the employee may pursue the matter by presenting the written grievance to the Superintendent/designee within five (5) working days of the reply received at the Informal Step. The Superintendent/designee shall, if it is deemed necessary, meet with the grievant and attempt to resolve the matter, and include his written response on the form and return it to the employee within five (5) working days. This section shall only apply when this position is occupied.

### **Step 2**

If the complaint or grievance is still not resolved, the employee may pursue the matter by presenting the written grievance to the Sanitary Engineer within five (5) working days of the reply received in Step 1. The Sanitary Engineer shall meet with those concerned and attempt to resolve the matter, and return his written response within ten (10) working days after such meeting.

### **Step 3**

**Arbitration:** Should a grievant, after receiving the written answer to his grievance at Step 2 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Sanitary Engineer for arbitration within twenty (20) calendar days of its receipt of the written answer from the Sanitary Engineer at Step 2, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Sanitary Engineer.

Upon receipt of a request for arbitration, the Sanitary Engineer or designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. One party shall be the first to strike a name and alternate in this manner until one name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service once only and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Prior to the scheduled date of the hearing, the parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on the issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to

determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to a date not more than five (5) working days prior to the date the grievance was first presented to the Employer at the appropriate step of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator, on the same day.

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be borne by the party requesting such list. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**Section 4.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Grievied employee's name and signature.
2. Grievied employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.

8. Specific articles and sections of the agreement violated.
9. Desired remedy to resolve the grievance.

**Section 5.** A grievance may be brought by any bargaining unit employee. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting said employees, one (1) employee selected by such group will process the grievance. When a group grievance is filed, the grievance shall identify by name all bargaining unit employees alleged to be affected by the resolution of the grievance.

**Section 6.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originated.

**Section 7.** For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

**Section 8.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 10 PROBATIONARY PERIODS**

**Section 1.** Every newly hired and/or transferred employee will be required to complete a probationary period. The probationary period shall begin on the first day for which an employee receives compensation from the Employer pursuant to the following schedule:

Full-Time Employees	180 calendar days
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Said employee(s) may be terminated any time during the above-referenced applicable probationary period and shall have no appeal over such removal.

**Section 2.** Any employee who has been awarded a vacant full-time position, pursuant to Article 38 herein, will be required to successfully complete a probationary period in the new position. The probationary period shall begin on the effective date of the appointment and shall continue for a period of ninety (90) calendar days. An employee who evidences unsatisfactory performance in the new position may be returned to his former job duties any time during the probationary period. During the first ten (10) work days of this probationary period, an employee may choose to return to his former position, or if applicable, employment status.

**Section 3.** Any probationary employee who has lost work time due to sick leave, an authorized leave of absence, or vacation leave in excess of five (5) consecutive days, shall have his/her probationary

period extended by the length of time lost. Said extension shall be computed on a day-for-day basis; that is, for each work day lost, the probationary period shall be extended an additional work day.

## **ARTICLE 11 SENIORITY**

**Section 1.** “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer (Tuscarawas County Metropolitan Sewer District). A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within the aforementioned thirty-one (31) calendar day period described herein, the employee loses all previously accumulated seniority.

**Section 2.** Employees shall lose all seniority and rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff in excess of twelve (12) months;
- D. Failure to return to work within five (5) days of recall from layoff, unless the failure to return is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days without calling in;
- G. Absence of three (3) or more consecutive work days without reasonable excuse, unless other arrangements have been made with the Employer, documented in writing;
- H. Resignation from employment with the District;
- I. Absence from employment for a period of six (6) months for any cause, except military leave of absence or approved/appealed workers' compensation leave.

**Section 3.** Employees shall continue to accrue seniority during the following:

- A. Absence while on approved paid or unpaid leave not exceeding six (6) months or such time as approved by the Employer;
- B. Military leave of absence;
- C. Layoff not to exceed twelve (12) months.

**Section 4.** The Employer agrees to periodically provide the Union with the following information: name, date of hire, classification, and hourly rate of pay for all bargaining unit employees. The Union shall be given notice whenever a new hire and/or an individual permanently leaves the bargaining unit.

## **ARTICLE 12 LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a long term layoff or job abolishment is necessary, except in emergency situations, it shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with least seniority will be laid off first.

**Section 3.** Any bargaining unit employee receiving notice of layoff shall have up to two (2) work days following receipt in which to exercise his right to bump any less senior employee within the same classification series, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training.

In the event an employee is unable to bump in accordance with the above-referenced procedure, said employee may bump the least senior employee within a lower paying classification(s) previously held provided:

1. The bumping employee has more seniority than the employee who is to be bumped; and
2. The bumping employee meets the minimum qualifications in effect in the classification/position when and where the bumping occurs.

An employee who is bumped from his position shall have two (2) work days in which to exercise his bumping rights in a similar manner. An employee who exercises his bumping rights shall be paid in accordance with the rate of pay established for that classification. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee as described herein shall be laid off and placed on the appropriate recall list.

**Section 4.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training, beyond that training which they would have received had the layoff not occurred.

**Section 5.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** The recalled employee shall have three (3) calendar days following the date of receipt, as signed by the employee, of the recall notice to notify the Employer of his intention to return to work and shall have five (5) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

### **ARTICLE 13 HEALTH AND SAFETY**

**Section 1.** It is agreed that safety must be a concern and responsibility of both parties. Therefore, management accepts its responsibility to provide safe working conditions, tools, and equipment for its employees. Bargaining unit employees accept the responsibility not to neglect or abuse equipment and tools and accept the responsibility to follow all safety policies, rules, and procedures as prescribed by the Employer. All unsafe working conditions and all accidents must be reported in writing and given to the employee's supervisor as soon as the unsafe working conditions are known.

**Section 2.** Employees who work at jobs or in areas deemed by the Employer to require the wearing or use of safety equipment shall be required to wear or use such equipment. Failure or refusal on the part of an employee to wear or use prescribed equipment shall be grounds for disciplinary action, up to and including discharge of employment.

**Section 3.** Employees shall be responsible for reporting any and all accidents to their supervisor as soon as possible. A Report of Accident Form will be completed with the supervisor and filed with the Employer within twenty-four (24) hours after the accident unless a medical emergency exists.

### **ARTICLE 14 HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions, provided such part-time positions do not replace full-time employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, exclusive of a lunch period. The work week shall be computed between 12:01 a.m. on Saturday and at 12:00 o'clock midnight the following Friday.

**Section 3.** When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a calendar week, as defined herein, he shall be paid overtime pay for all time in active pay status in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

**Section 4.** Scheduled weekend and holiday overtime for checking facilities will be offered quarterly on a seniority basis, with the most senior qualified employee given first opportunity. The weekend/holiday overtime roster shall be supplemented by mandated overtime beginning with the least senior qualified employee to the most senior qualified employee, and then continuing thereafter on a rotating basis. Such roster shall be established on a quarterly basis (i.e., every three [3] month period).

## **ARTICLE 15 LEAVES OF ABSENCE**

**Section 1.** The Employer may grant a personal leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all personal leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, personal leaves may be granted for a maximum duration of six (6) months for any personal reason.

**Section 2.** The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A personal leave of absence shall be requested on the standard Request for Leave form.

**Section 3.** An employee on personal leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

**Section 4.** If a personal leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may impose discipline, up to and including discharge.

**Section 5.** Upon completion of a personal leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former position no longer exists, then a layoff situation may occur pursuant to Article 12, Layoff and Recall.

**Section 6.** Eligible employees may be granted family and medical leave in accordance with the Employer's policy in effect at the time such leave is requested/designated.

**ARTICLE 16**  
**DISABILITY LEAVE/DISABILITY SEPARATION**

**Section 1.** A physically incapacitated employee who has exhausted his accumulated sick leave and authorized vacation leave may request a disability leave without pay for a maximum of six (6) months. Such a request shall be submitted in writing to the Employer and be accompanied by a signed physician's statement, including the probable date on which he will be able to return to a position in his classification.

The disability leave will end on the date on which the physician releases the employee as medically able to return to work, or at the expiration of the six (6) month period.

**Section 2.** If the employee is unable to return to work at the end of the six (6) months due to the same disabling illness, injury, or condition, the employee shall be placed on a disability separation without pay.

An employee placed on disability separation without pay following a disability leave without pay for the same disabling injury or illness shall retain reinstatement rights for a period of three (3) years from the time the employee began the disability leave without pay. Such employee shall be reinstated to the same position or another position in the employee's classification, provided such classification/position still exists, within sixty (60) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer and the costs shall be paid by the Employer. The Employer may, in lieu of the examination conducted by the appointed physician, accept other appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists.

**ARTICLE 17**  
**HOLIDAYS**

**Section 1.** Each full-time employee who successfully completed his initial probationary period shall be entitled to eight (8) hours of holiday pay, or four (4) hours when applicable, at his regular straight time hourly rate of pay, for each of the following designated holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday*	1/2 day - Friday before Easter
Memorial Day	As designated by the Board of Commissioners
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	25th day of December

\* Observed the second half of the work day

**Section 2.** Employees shall be entitled to holiday pay in accordance with Section 1 herein if they are not scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked. On the one-half (1/2) day holidays, as noted herein, such payment shall only be made if the employee performs work during the recognized holiday period.

**Section 3.** To be eligible for holiday pay, as described in Section 1 herein, an employee must work his last scheduled work day before the holiday and his first scheduled work day after the holiday, unless on approved active pay status. Employees who are scheduled to work on the day designated as a holiday and who report off may be entitled to sick pay but shall not be entitled to holiday pay.

## **ARTICLE 18 VACATION**

**Section 1.** Full-time bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

<b><u>Years Of Service</u></b>	<b><u>Vacation Entitlement</u></b>	<b><u>Rate Of Accrual</u></b>
After 1 year of service	80 hours vacation	3.1 hours per pay period
After 8 years of service	120 hours vacation	4.6 hours per pay period
After 15 years of service	160 hours vacation	6.2 hours per pay period
After 25 years of service	200 hours vacation	7.7 hours per pay period

Employees accrue paid vacation leave while in active pay status only.

An employee shall not be entitled to vacation leave nor be paid for unused accrued leave until he has completed one (1) year of continuous service with the Employer.

**Section 2.** Vacation leave requests shall be subject to the work load requirements and staffing levels of the Employer.

Vacations shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the work load requirements of the Employer. For this reason, the Employer shall require vacation requests of more than two (2) days to less than five (5) days to be made seven (7) calendar days prior to the vacation period. For those requests of less than two (2) consecutive days, advance notice is required no later than 12:00 p.m. (noon) the work day prior to the date requested. Adjustments to the schedule will be made based upon seniority and in accordance with the work load requirements as determined by the Employer. Requests for vacation leave of five (5) consecutive days or more shall be submitted between January 1 through February 15 of each year. The granting of such request shall be based on seniority within the negotiated job classification. Requests for vacation leave of five (5) consecutive days or more made after February 15 must be submitted a minimum of fourteen (14) calendar days prior to the vacation period and will be granted on a first-

come, first-served basis. An employee wishing to change his/her scheduled vacation of five (5) consecutive days or more shall give the Employer seven (7) calendar days advance notice. All changes in the schedule shall be made on a first-come, first-served basis for those unscheduled and available weeks remaining. The Employer shall waive the advance notice requirement if the employee can show that there is a bona fide emergency with supporting documentation.

The Employer shall have the right to deny any of the above-referenced requests should operational considerations require such action, or in the event the advance notice time periods are not met. Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance notice time periods described in this sections on a non- precedent/non-grievable basis.

**Section 3.** Vacation leave shall normally be taken by an employee between the year in which it was earned and the employee's next anniversary date of employment. The Employer may, upon written request from an employee, permit an employee to carry over accumulated but unused vacation leave from one (1) year to the next. Such carryover vacation leave shall not exceed three (3) years and shall be limited to a maximum of thirty (30) days.

**Section 4.** Except as provided in Section 1 herein, an employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in this article. In the event a holiday falls within a week where an employee is granted vacation, such holiday shall not be counted as vacation leave.

**Section 5.** In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the designated beneficiary of the estate of such employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

## **ARTICLE 19 SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 2.** An employee who has prior service with the State of Ohio or any political subdivision thereof may be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit as provided by this section upon his re-employment with the Employer provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

**Section 3.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

**Section 4.** Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 5.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or of a member of his immediate family, as defined in Section 6 herein.
- B. Death of a member of the employee's immediate family, as defined in Section 6 herein.
- C. Medical, dental, or optical examination or treatment by a recognized medical practitioner of the employee or his immediate family, as defined in Section "A" herein, which cannot be scheduled during non-working hours. Notwithstanding the provisions of Section 4 herein, sick leave may be charged in one-half (1/2) hour units for this section only.
- D. A member of the immediate family is afflicted with a contagious disease and, due to exposure to the contagious disease, the presence of the employee at his job would jeopardized the health of others.

and

- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 6.** Up to five (5) days leave may be granted to the employee in the event of a death in the employee's immediate family, defined as follows: brother, sister, spouse, child, mother, father, or other persons standing in loco parentis (in place of a parent) to the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

**Section 7.** Whenever an employee is unable to work due to circumstances described in Sections 5 and 6 herein, he shall notify the supervisor or other designated individual during the one-half (1/2) hour prior to the start and one-half (1/2) hour after the shift on each day of absence, unless a bona fide emergency would occur or unless the employee has made other reporting arrangements with his supervisor.

**Section 8.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. The use of sick leave with intent to defraud shall be grounds for disciplinary action.

**Section 9.** If medical attention is required, and/or if sick leave is requested for reasons described in Section 5 (C), and (D), the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician's statement may be required for absence of five (5) or more consecutive work days due to illness. Whenever the Employer suspects a pattern abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave. Any abuse of sick leave or the patterned use of sick leave may be just and sufficient cause for discipline as may be determined by the Employer.

**Section 10.** The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by his physician, or a physician designated and paid for by the Employer, to establish that he is able to perform the essential functions of his position and that his return to duty will not jeopardize the health and safety of other employees.

**Section 11. Medical Examination.** The Employer may require an employee to submit to an examination in order to determine the employee's physical or mental capability to perform the duties of his position. Such examination shall be conducted by a physician or psychologist selected and paid for by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and position description. Additional information may be provided upon the request of the examining physician.

If the result of such examination is disputed by the employee, the employee may submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his examination. If the two (2) diagnoses are in conflict, there shall be a third examination by a physician or psychologist selected jointly by the Employer's physician or psychologist and the employee's physician or psychologist. The Employer and the employee shall divide the costs associated with the third physician's or psychologist's evaluation. If the third physician or psychologist's examination supports either party's individual examination, as described herein, the employee may be placed on sick leave, disability leave, disability separation, or be required to return to work. It is understood the applicable provisions of the agreement concerning such leave shall apply.

**Section 12.** An employee will be required to report to work after the examination, in order to complete his regularly assigned shift, provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remain. Employees shall provide the Employer at least a forty-eight (48) hour advance notice of pre-scheduled medical appointments by submitting a Request for Paid Leave form for approval. In addition to the standard information required on the form, the name and location (i.e., city) of the health care provider shall be included.

Sick leave granted for purposes described in this section shall be considered as time worked for purposes of overtime computation.

**Section 13.** An employee(s) may use up to twenty-four (24) hours, per contract year, for personal use/leave. Such leave shall be taken in minimum units of one (1) hour. In those instances where an employee is performing his duties during his regular work shift, the employee shall request such time through his supervisor or designated representative should the supervisor be unavailable. Such time shall be recorded on the proper form and submitted by the employee to his immediate supervisor. The granting of personal leave, pursuant to an employee having reported to work, will be subject to staffing levels and work load requirements.

## **ARTICLE 20 CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** Employees who are both eligible for and who elect to take their public employees retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

After completion of ten (10) years of continuous service with Tuscarawas County, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave accrued but unused.

**Section 2.** Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise qualify under this article. Such payment shall be made in accordance with ORC 2113.04 or paid to the employee's estate.

**Section 3.** In the event an employee's death is a result of illness or injury sustained in the performance of his or her regular duties, the employee's spouse or estate shall be paid the employee's accrued but unused sick leave to a maximum of one thousand (1,000) hours.

## **ARTICLE 21 COURT LEAVE**

**Section 1.** The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation from the court for jury duty must be refused by waiving such payments, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled work day shall report to work for the remaining hours. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, unless an employee elects to use available vacation time scheduled in accordance with Article 18.

**ARTICLE 22  
UNION LEAVE**

Employees elected or appointed delegates to conferences or conventions conducted by the Union shall be granted time off without pay to attend such conferences or conventions. Such Union leave shall not exceed a total of seven (7) work days per calendar year for the bargaining unit, subject to the workload requirements of the Employer. To be eligible for the use of such Union leave, an employee shall give at least seven (7) calendar days advance written notice of the intended use of such Union leave. No more than one (1) bargaining unit employee may utilize such Union leave simultaneously.

**ARTICLE 23  
LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of effective communications, either party may at any time request a labor/management meeting. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A labor/management meeting shall be scheduled within ten (10) days of the date the request is received, but no more frequently than every four (4) months, unless both parties agree to meet more frequently.

**Section 2.** The purpose of such meeting shall be limited to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D.. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Discuss health and safety related matters.

**Section 3.** Employee representatives in attendance at these meeting(s) shall suffer no loss of wages if said meeting is held during their normal working hours. It is understood there shall be no more than two (2) Union representatives in attendance and no more than two (2) Employer representatives in attendance at these meeting(s).

**ARTICLE 24  
BULLETIN BOARD**

**Section 1.** The Employer agrees to provide limited space for a bulletin board in an agreed upon area of the facility for use by the Union.

**Section 2.** Union notices relating to the following matters may be posted during non-work hours without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union.

**Section 3.** All other notices posted on the bulletin boards must receive prior approval of the Sanitary Engineer/designee. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**Section 4.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

## **ARTICLE 25 CLEAN UP TIME**

The Employer and the Union agree that ample time shall be allowed, at the conclusion of the work shift or other times as approved by the Employer, for the purpose of personal clean up and/or the clean up of equipment/work area.

## ARTICLE 26 CLOTHING ALLOWANCE

**Section 1.** Effective the first full pay period following the execution date, and effective the first full pay period following September 24 in each year of the agreement, each bargaining unit employee shall be provided an annual clothing allowance of one hundred fifty dollars (\$150.00).

**Section 2.** This annual allowance shall be utilized for the purchase of protective work shoes/boots, and outerwear required for working in inclement and/or cold weather, and/or other clothing items approved by the Employer.

**Section 3.** The Employer shall determine the type of protective footwear to be purchased.

**Section 4.** The Employer agrees to provide protective gear such as lab aprons, hard hats, rubber and chemical resistance gloves, rubber boots, goggles, or other eye protection (except prescription safety glasses) and other task-related protective gear where needed and to employees engaged in tasks requiring such protection. These items shall be the property of the Employer.\* Upon termination of employment, employees are responsible for returning any/all items issued to them.

\* Employees shall maintain this gear and must return any worn out items to be eligible for any replacement(s). Employees shall replace any lost, misplaced, or stolen gear after reporting such incidences to the Employer, and/or when the Employer becomes aware of such missing items. The Employer shall provide uniforms for bargaining unit employees designated by the Employer to wear such uniforms. Failure to wear uniforms in the performance of their duties shall subject employees to disciplinary action.

## ARTICLE 27 CALL-IN PAY

**Section 1.** Whenever an off-duty employee is called to work at a time/day which does not abut his regular works schedule, he shall receive the following:

Four (4) hours minimum pay at the applicable rate for the first call-out during a twenty-four (24) hour period/day.

An employee who completes his duties within the four (4) hours of an initial call-in, and who is called back again within the same four (4) hour period, shall be paid for only one (1) minimum four (4) hour call-in and then a minimum two (2) hours pay for any subsequent call-in following the first call-in during the twenty-four (24) hour period/day.

For purposes of this article, the twenty-four (24) hour period/day shall begin at 12:01 a.m.

**ARTICLE 28  
HOSPITALIZATION**

**Section 1.** The Employer shall provide to all full-time bargaining unit employees the same health care insurance plans that are available to non-bargaining unit Tuscarawas County employees. The health insurance shall be made available to all bargaining unit employees pursuant to the same terms and conditions as apply to all non-bargaining unit Tuscarawas County employees.

An employee shall contribute the same amount toward the cost of the health insurance premium as is paid by all non-bargaining unit employees of Tuscarawas County. The remainder of the cost for the monthly health insurance premium(s) shall be funded by the Employer.

Should the County change the cost or benefit coverage during this agreement, the Employer will notify the Union thirty (30) days prior to such change. Upon request by the Union, the Employer will meet with the Union to discuss the change and any alternatives.

**Section 2.** The Employer shall provide a ten thousand dollar (\$10,000.00) death benefit for each non-probationary full-time bargaining unit employee.

**ARTICLE 29  
WAGES**

**Section 1.** Effective the first full pay period following the execution of the agreement, bargaining unit employees shall be compensated in accordance with Appendix "A." Appendix "A" shall be made part of this agreement.

**Section 2.** Individuals hired after the execution of this agreement shall be paid ninety percent (90%) of the hourly rate of pay of the position hired into. Upon the successful completion of the probationary period, they will receive the hourly rate of pay for such position.

**Section 3.** Full-time bargaining unit employees, upon the completion of five (5) years of uninterrupted service with the Tuscarawas County Metropolitan Sewer District, shall be eligible to receive longevity pay in accordance with the following schedule:

Twenty-Five Dollars (\$25.00) For Each Year Of Service

5 years	\$125.00	13 years	\$325.00
6 years	\$150.00	14 years	\$350.00
7 years	\$175.00	15 years	\$375.00
8 years	\$200.00	16 years	\$400.00
9 years	\$225.00	17 years	\$425.00

10 years	\$250.00	18 years	\$450.00
11 years	\$275.00	19 years	\$475.00
12 years	\$300.00	20 + years	\$500.00

The above-referenced amounts shall not be cumulative, and shall be paid in a lump sum annual payment in December of each year. For purposes of this section only, the employment year and the computation of the additional twenty-five dollars (\$25.00) per year shall be based on a full year of full-time employment as of December 1 of each year.

**ARTICLE 30  
TEMPORARY RATE ADJUSTMENT**

Whenever an employee is assigned the full and complete duties of a higher pay classification for a period of three (3) consecutive work days, the employee shall receive the hourly rate of pay for hours worked that correspond to Step 1 of that pay classification.

**ARTICLE 31  
STAND BY DUTY PAY**

**Section 1.** When the Employer requires employees to perform Stand By Duty, such employees shall be compensated for such duty on the following schedule:

Twenty dollars (\$20.00) for each day scheduled, except on all full day holidays observed and noted in Article 17 which shall be thirty dollars (\$30.00).

**Section 2.** The Employer shall be responsible for assigning the on-call rotation schedule. Employees assigned on-call duty may trade duty with another qualified employee providing the Employer has prior notice of such trade. The on-call duties shall be assigned as equally as practicable among qualified employees.

**Section 3.** An employee performing stand by duty who is required to report to work shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) for each unrelated incident not within the two (2) periods described herein. Further, an employee shall receive the applicable payment noted in Section 1 herein.

**Section 4.** Employees on Stand By Duty and/or scheduled overtime shall be compensated in accordance with Section 3 herein and Article 14, Hours of Work/Overtime.

In the event an employee is required to report back to work on a previous report incident within the same twenty-four (24) hour period, but after the initial two (2) hour period noted in Section 3 has elapsed, the employee shall be compensated at a minimum of one (1) hour at time and one-half (1 1/2) his regular hourly rate, or actual hours worked, whichever is greater.

**ARTICLE 32**  
**PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

**Section 1.** The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each employee shall be any statutorily mandated amount. The employee's annual compensation shall be reduced by an amount equal to that “picked-up” by the Employer for the purpose of City, State and Federal Tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The parties agree that should the rules and regulations of the IRS or retirement system change make this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/ Employer contributions.

**ARTICLE 33**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State legislature, such as acts of God, the following conditions of this agreement may automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules, agreement and/or practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**Section 3.** “Emergency” shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

**ARTICLE 34**  
**SEVERABILITY**

Should any part of this agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon

written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

## **ARTICLE 35 SUBCONTRACTING**

During the term of this agreement, subcontracting may occur for documented purposes of efficiency or economy; availability of funding; in the event that there are insufficient or unavailable employees to perform the necessary work; or when employees do not have the skill, ability, technical knowledge, or training and equipment to perform such work.

Any subcontracting that is presently, historically, and/or legally mandated or required to be performed may continue and/or be completed for the duration of the agreement at the discretion of the Employer and in accordance with the applicable sections of Article 2, Management Rights.

## **ARTICLE 36 SUCCESSOR**

This agreement shall be binding upon the successors and assignees of the parties hereto in accordance with applicable law.

## **ARTICLE 37 APPLICATION OF CIVIL SERVICE**

**Section 1.** Except for the continued applicability of those subjects prohibited from negotiations by the provisions of Ohio Revised Code (ORC) Chapter 4117, no section of the civil service laws contained in ORC sections 124.01 through 124.56 shall apply to bargaining unit employees. The parties further declare it is their intent to waive the applicability of ORC sections 9.44 and 4111.03, and the Ohio Administrative Code (OAC) Chapter 123 to this agreement.

## **ARTICLE 38 VACANCIES**

**Section 1.** Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, or a new job classification is created and included in the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

The "Notice of Vacancy" shall contain the following information:

- A. Classification and position.
- B. Experience and licenses required.

- C. Essential knowledge, skills, and ability required.
- D. Pay range and base wage.
- E. A brief description of the job duties.
- F. Effective date and expiration date of the posting.

For employees who may be on vacation, sick leave, or other authorized leave of absence, and during such absences a vacancy is posted, the Employer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Employer before leaving on such authorized absences.

**Section 2.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 3.** All timely filled applications shall be reviewed based on the following criteria to determine the best-qualified applicant:

A. Work History

- 1. Past performance in present job.
- 2. Aptitude and/or familiarity with the required duties of the new position.
- 3. Disciplinary record.
- 4. Attendance record.

B. Education Background and Experience

- 1. Outside training and experience.
- 2. Inside training and experience.

C. Physical and Medical Capability

If two (2) or more employees have bid and meet the minimum qualifications and are substantially equal in meeting the criteria outlined above, then seniority shall govern in the awarding of the position.

**Section 4.** Once the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

**Section 5.** The term promotion, for purposes of this agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

**Section 6.** The position shall be awarded to the individual who best meets the criteria outlined in Section 3. If an employee is selected, he shall be compensated at the appropriate rate on completion of his probationary period in the position if a promotion is involved. If a promotion is involved, the employee will receive the probationary rate for that position or his former rate of pay, whichever is greater, during the probationary period. Employees who are “bidding down” shall have their salary reduced to the appropriate rate upon transfer to the new position.

**Section 7.** If no employee is qualified for the position or no employee submits a bid for the position, the Employer shall fill the position from those applicants outside the agency.

### **ARTICLE 39 EDUCATIONAL BENEFITS/EXPENSES**

**Section 1.** The Employer agrees to reimburse an employee, who has requested and received approval from the Employer, the cost of classes, and the test application fee for those individuals who pass the Ohio Environmental Protection Agency licensing examination(s). Such examinations are for the purpose of obtaining a license in the grade matching the District’s Plant/Collection/Distribution Operating permit requirement.

Upon passing the above-referenced test(s) and receipt of the OPEA license, the affected employee agrees that if he voluntarily leaves the employment of the District during the one (1) calendar year following the receipt of the license for which cost of classes and testing he/she was reimbursed, all monies received from the District shall be paid back in full to the District.

**Section 2.** The Employer agrees to reimburse an employee, who has requested and received approval from the Employer, the cost of classes, and the test application fee for those individuals who pass the Ohio Environmental Protection Agency licensing examination(s). Such examinations are for the purpose of obtaining a license in the grade greater than the District’s Plant/Collection/Distribution Operating permit requirement.

Upon passing the above-referenced test(s) and receipt of the OPEA license, the affected employee agrees that if he voluntarily leaves the employment of the District during the two (2) calendar years following the receipt the license for which cost of classes and testing he/she was reimbursed, all monies received from the District shall be paid back in full to the District.

**Section 3.** Employees required to attend continuing education courses through workshops and seminars regarding OEPA required certified hours shall be reimbursed for registration and travel expenses in accordance with established County policy. Employees must provide verifiable documentation certifying that such contact hours were credited. Failure to attend all sessions of the offered course and/or failure to provide verifiable documentation shall require the employee to reimburse the District, on a pro-rated basis, for the portion of the course not attended.

**Section 4.** For other workshops, education improvement courses, and/or general training sessions, the employee shall request approval from the Director, in writing, to partake in the coursework/sessions. Upon the successful completion of the coursework/sessions, with a passing grade of seventy-five percent (75%) or a letter grade of "C," whichever is applicable, the District will reimburse the employee the registration fee.

It is further understood and agreed when the County reimburses the employee for a course or a series of courses with three (3) or more semester or IACET accredited Continuing Education Units (CEU), and the employee voluntarily leaves the employment of the District during the two (2) year period following receipt of the reimbursed costs described herein, such costs shall be paid back in full to the District. Payment shall be made in accordance with the requirements described in this article.

**Section 5.** Reimbursement, as described in Sections 1, 2, 3, and 4 above, and including involuntary termination of employment, shall be made through payroll deductions of the employee's last paycheck. Said deduction may, when applicable, include monies owed for accrued but unused vacation leave, conversion of accrued but unused sick leave, longevity pay, and/or the employee's weekly/hourly wage earnings. The Employer may waive the reimbursement payment, on a case-by-case basis, for involuntary separation of employment, described as a medical/physical retirement.

**Section 6.** The Employer agrees to pay the annual membership dues for those employees who wish to be, and who qualify for, membership in the American Water Works Association (AWWA) and/or the Water Environment Federation (WEF) and/or other Employer-approved organizations.

## **ARTICLE 40 DURATION**

**Section 1.** This agreement shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that 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 unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

**Section 4.** This agreement constitutes the entire agreement between the parties, and all other agreements, written, oral or otherwise, are hereby canceled.

SIGNATURE PAGE

Executed and signed this 2<sup>nd</sup> day of July, 2012.

FOR THE TUSCARAWAS COUNTY  
METROPOLITAN SEWER DISTRICT

Charles T. Regula

Charles T. Regula, Director/Sanitary Engineer

Justin Angel

Justin Angel, Superintendent

Jim Seldenright

Jim Seldenright, President  
Tuscarawas County Board of Commissioners

Chris Abuhl

Chris Abuhl, Commissioner  
Tuscarawas County Board of Commissioners

Kerry Metzger

Kerry Metzger, Commissioner  
Tuscarawas County Board of Commissioners

Michael L. Seyer

Michael L. Seyer, Consultant  
Clemans, Nelson & Associates, Inc.

FOR AFSCME, OHIO COUNCIL 8,  
LOCAL 2308, SUB-LOCAL 1

Patricia McHaffey

Pat McHaffey, Team Member

Scott McCreery

Scott McCreery, Team Member

Nick Myers

Nick Myers, Team Member

Louis J. Maholic

Louis J. Maholic  
AFSCME Staff Representative

**APPENDIX A**

<b>Position</b>	<b>2012 1.5%</b>		<b>2013 1.5%</b>	<b>2014 1.5%</b>
Administrative Secretary (Current Employees)	15.72	16.76	17.01	17.27
Administrative Secretary	13.00		13.20	13.39
Engineering Technician (Current Employee)	19.98		20.27	20.58
Engineering Technician	14.60		14.82	15.04
Maintenance Worker, Re-Titled as Operations Specialist	16.26		16.88	17.13
Laborer, Re-Titled Utility Worker	13.91		14.11	14.33
Customer Service Specialist	13.91		14.12	14.33
Construction Coordinator	16.88		17.13	17.39
Electrical/Pump Mechanic I	15.70		16.98	17.24
Electrical/Pump Mechanic II	17.22		17.92	18.19
Operator w/ Wastewater Collection/ Water Distribution I License	17.57		17.75	18.01
Operator w/ Wastewater Collection/ Water Distribution II License	18.10		18.28	18.56
Operator w/ Water Systems/Wastewater I License	18.78	20.40	21.10	21.42
Operator w/ Water Systems/Wastewater II License	21.12		21.44	21.77
Lead Operators	21.82		22.15	22.48

## LETTER OF UNDERSTANDING

The Tuscarawas County Metropolitan Sewer District (Employer) and AFSCME, Ohio Council 8, Local 2308, hereby agree to the following:

In the event the Board of County Commissioners implements a Sick Leave Donation Policy during the term of this agreement, the Director and the Union President shall meet and review such policy at a mutually agreeable time.

Acceptance and implementation of a policy shall be upon mutual agreement between the Employer and the Union.

Neither party shall be obligated to meet and discuss this issue/policy more than two (2) times.

## LETTER OF UNDERSTANDING

During calendar year 2012 only, employees may be granted six (6) additional hours of personal leave available between September 24 and December 31, 2012.

Effective January 1, 2013, personal leave shall be granted and charged against Article 19, Sick Leave.

Said leave shall be subject to the provisions/requirements described in Article 19, Sick Leave, Section 13.

SIGNATURE PAGE

Executed and signed this 2<sup>ND</sup> day of July, 2012.

FOR THE TUSCARAWAS COUNTY  
METROPOLITAN SEWER DISTRICT

Charles T. Regula

Charles T. Regula, Director/Sanitary Engineer

Justin Angel

Justin Angel, Superintendent

Jim Seldenright

Jim Seldenright, President  
Tuscarawas County Board of Commissioners

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