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# **LABOR AGREEMENT**

**Between**

**Eastern Ohio Regional  
Wastewater Authority**

6000 N. Guernsey Street • Bellaire, Ohio 43906

**and**

**Utility Workers Union of America,  
AFL-CIO – Local Union 436-A**

Effective April 1, 2011 to March 31, 2014

## ARTICLE I

### PURPOSE OF CONTRACT

#### Section 1

This agreement made and entered into this 1st day of April 2011, by and between Eastern Ohio Regional Wastewater Authority, and its successors, and assigns, hereinafter referred to as the "Authority" and Local Union No. 436-A, of the Utility Workers Union of America, affiliated with the American Federation of Labor and Congress of Industrial Organizations, its successors and assigns, hereinafter referred to as the "Union" or the "Employees".

#### Section 2

Whereas, it is the intent and purpose of this agreement to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

#### Section 3

Whereas, the parties have reached an agreement as a result of collective bargaining and for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that employees, the Authority, and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

## ARTICLE II

### UNION RECOGNITION

#### Section 1

The Authority recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in case number 98-REP-09-0201, dated November 24, 1998, including:

Lab Technicians

Assistant Operators

Truck Drivers

Operators

#### Section 2

All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit subject to the following. Should the Authority create a new position or reclassify a position presently in the bargaining unit, the Authority agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

#### Section 3

Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and student employees whose primary purpose is education or training or who work as part-time employees less than fifty (50) percent of the normal year shall be excluded from the bargaining unit.

#### Section 4

Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Authority during their probationary period.

## ARTICLE III

### PROBATIONARY PERIODS

#### Section 1

All newly hired employees will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Authority and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

#### Section 2

Employees promoted to positions outside of the bargaining unit, but within the Authority, shall have their seniority frozen for a period of six (6) months. Bargaining unit seniority shall be lost after six (6) months.

#### Section 3

Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

## ARTICLE IV

### MANAGEMENT

#### Section 1

Except as specifically limited herein, the Authority shall have the exclusive right to administer the business of the Eastern Ohio Regional Wastewater Authority in addition to all other functions and responsibilities which are required by law. Specifically, the Authority's exclusive management's 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 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 Authority's goals, objectives, programs and services, and to utilize internal 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 for lack of work, lack of funds, or for any other reason that would improve the economy or efficiency of the Authority;
- g. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- h. To determine the necessity to schedule overtime and the amount thereof;
- i. To maintain security of records and other pertinent information;
- j. To determine the overall budget;
- k. To maintain and improve the efficiency and effectiveness of the Authority'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 Authority not expressly restricted herein and as permitted by applicable law shall remain the function of the Authority.

## **ARTICLE V**

### **BULLETIN BOARDS**

#### **Section 1**

The Authority shall continue to maintain bulletin boards in the Administrative Office, Operations Room or other suitable locations where employees have access to view them. The Union shall be provided a reasonable space on such bulletin boards for posting information concerning Union meetings, elections, social or other functions. The Union agrees it will not post any notices of an inflammatory or controversial nature.

## **ARTICLE VI**

### **PERSONNEL FILES AND RECORDS**

#### **Section 1**

Any employee shall, upon written request to the Fiscal Officer, have the right to examine the contents of his or her personnel file on non-work time. Such files shall be reviewed in the presence of the supervisor and a Union representative, if one is requested. Files shall not leave the facility.

#### **Section 2**

The employee's file shall not be made available to any organization or person other than the Employer without the employee's explicit written authorization unless pursuant to court order, subpoena, or as required by statute.

#### **Section 3**

Employees wishing to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his file shall have the right to submit a memorandum to the Fiscal Officer explaining the alleged inaccuracy. Should the Fiscal Officer agree with the employee's claim, the Fiscal Officer shall then remove the disputed document from the file or attach the employee's rebuttal to the disputed document and signify agreement by initialing each individual document. If the Fiscal Officer does not agree with the employee's claim, the Fiscal Officer shall then only include the employee's rebuttal with the original document.

#### **Section 4**

In the event any discipline is disaffirmed or rendered invalid upon the agreement of management and the Union, all related documents will be immediately removed from the employee's file.

## **ARTICLE VII**

### **APPLICATION OF STATE AND CIVIL SERVICE LAWS**

#### **Section 1**

This Agreement supersedes and replaces all applicable state and local laws that it has authority to supersede and replace, including the provisions of ORC Chapter 124. Where this Agreement is silent, the provisions of applicable law shall prevail.

#### **Section 2**

Nothing contained in this Article VII shall be deemed to prohibit the Union from processing any grievance with respect to discipline, discharge, or forced reductions in the workforce.

## **ARTICLE VIII**

### **UNION DUES AND CHECKOFF**

#### **Section 1**

The Authority agrees to deduct initiation fees and to make monthly payroll deductions for Union dues upon written authorization by the employee, who is a Union member, with his signature witnessed by an elected officer of the Local Union it being understood that any authorization for such payroll deduction shall be entirely voluntary on the part of

the employee and shall be subject to cancellation at any time upon written notice to the Authority by the individual employee, such cancellation to be effective on and after succeeding the date of the receipt by the Authority of such cancellation. Such deductions shall be made from the first pay in each month and remit such check-off to the Financial Secretary. The Authority will deduct the amount authorized by the elected officers of the Union. Monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off of Union dues and/or initiation fees.

**Section 2**

The Union shall indemnify and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Authority for the purpose of complying with this Article VIII or in reliance on any information furnished thereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3**

The Authority shall be relieved from making individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the 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 this Agreement; or (6) resignation by the employee from the Union.

**Section 4**

The Authority 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 5**

The parties agree that neither the employees nor the Union shall have a claim against the Authority for errors in the processing of deductions, unless a claim against the Authority of error is made to the Authority in writing within sixty (60) days after the date such 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 6**

The rate at which dues are to be deducted shall be certified to the Authority Fiscal Officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Authority Fiscal Officer prior to making any changes in an individual's dues deduction.

**Section 7**

Employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective thirty (30) calendar days from the date of hire as a condition of employment. The fair share shall be certified to the Authority Fiscal Officer by the Treasurer of the Local Union. The deduction of fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

**ARTICLE IX**

**GRIEVANCE - ARBITRATION PROCEDURE**

**Section 1**

During the life of this Agreement all disputes or disagreements between the Authority and the Union shall be adjusted and determined only by the procedures provided herein.

**Section 2**

The term "grievance" shall mean an allegation by a bargaining unit employee and/or the Union 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. Newly hired probationary employees shall not be permitted access to this grievance procedure for any disciplinary, layoff or discharge action taken by the Authority during their probationary period.

### **Section 3**

All grievances must be processed at the proper step in order to be considered at subsequent steps of the grievance procedure. The Union may withdraw a grievance at any step by submitting in writing a statement to that effect, or by permitting the time limits at each step to expire without further appeal. In the event any grievance is not appealed by the Union within the time limit provided and an extension has not been agreed to, or the grievance is withdrawn, the grievance shall be considered resolved based upon management's last answer, but shall not be considered as setting a precedent for future similar cases. At any step in the grievance procedure, the time limit for appealing management's answer and the time limit for appealing the grievance to the next step by the Union may be extended in writing by mutual agreement of the parties.

### **Section 4**

It is the mutual interest of the Authority and the Union to provide for prompt adjustments of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Authority and the Union to effect a fair and equitable resolution of grievances at the earliest step of the procedure possible. There shall be no obligation to consider any grievance that has not been brought to the Authority's attention within fifteen (15) days of the occurrence of the event giving rise to the grievance. In furtherance of this objective, the following procedure shall be followed:

#### **First (Oral) Step:**

The employee(s) either personally or through a Union Representative, shall discuss the matter with the Operations Manager. Grievances in this step shall be answered within five (5) days after the meeting is held.

#### **Second Step:**

If the grievance is not satisfactorily adjusted with the First Step answer, the Union may, within fifteen (15) days, submit a written grievance to the Operations Manager. A Second Step meeting shall be scheduled within fifteen (15) days to discuss the grievance. The parties present at this step of the grievance procedure shall normally be the Authority Representative(s), the Grievant, one Local Union representative, and a representative from the National Union if requested by the Local. This step shall be answered in writing within fifteen (15) days of the conclusion of the meeting.

#### **Third Step:**

If the grievance is not satisfactorily adjusted with the Second Step answer, the Union may, within fifteen (15) days advance the grievance to the Third Step. The intent to advance the grievance shall be in writing and submitted to the Authority representative who provided the answer in the Second Step. A Third Step meeting shall be scheduled within fifteen (15) days to discuss the grievance. The parties present at this step of the grievance procedure shall normally be the Grievant, two members of the Grievance Committee, the Local Union President, National Union Representative, the Authority Representative, and the Board of Trustees. This step shall be answered in writing within ten (10) days of the conclusion of the meeting.

### **Section 5**

A grievance not settled in the Third Step of the grievance procedure may be subject to arbitration, provided notice of intent to arbitrate is given in writing by the Union to the Authority within thirty (30) days from receipt of the Third Step answer. Such notice of intent to arbitrate shall be made in writing by the Local Union representative to the Authority Representative. The parties shall petition the Federal Mediation and Conciliation Service for an identical list of seven (7) arbitrators, to be sent to the Authority representative and the National Union representative. Upon receipt of the list the parties, using the alternate strike method shall select an Arbitrator, and notify FMCS of such selection.

## **Section 6**

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. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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.

## **Section 7**

The arbitrator shall expressly confine themselves to the precise issues submitted for review and shall have no authority to determine any other issues not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching their determination. The proceedings shall be as informal as is compatible with the requirements of justice and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and records presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement.

## **Section 8**

The filing fees and costs of the arbitration shall be shared equally by the parties. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

## **Section 9**

The arbitrator shall, within thirty (30) calendar days following the hearing, issue an award. The arbitrator shall not have jurisdiction or authority to:

- a. Review provisions of a new contract;
- b. Nullify, in whole or in part, any provision of this Agreement;
- c. Add to, detract from or alter in any way, provisions of this Agreement.

## **Section 10**

For the purposes of this Article, days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays. The time limits established herein may be extended in writing by mutual agreement of the parties. In the event the grievance is not appealed to arbitration and the proceedings initiated within the prescribed time limits, the grievance shall be considered withdrawn without prejudice and the Union waives any right to process the grievance further.

## **Section 11**

Grievances will normally be held Monday through Friday during normal day shift business hours. If the grievance in controversy involves more than one employee, the Union will normally select one of the aggrieved employees to participate in the steps of the grievance procedure. This will not prohibit the Union from having more than one grievant present that it deems necessary to present a full account of the facts.

## **Section 12**

Notwithstanding the foregoing, any grievance protesting the discharge of an employee shall be initially submitted within ten (10) days of such employee's discharge, at the Third Step of the grievance procedure and further processed to arbitration in accordance with the provisions of this Article.

# **ARTICLE X**

## **NO STRIKE - NO LOCKOUT**

### **Section 1**

The Authority and the Union realize and agree that a strike would create a clear and present danger to the health

and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- a. The Union agrees that the Local Union will, within four (4) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Authority and make commitments for the Union.
- b. The Union further agrees that neither it, its Officers, Agents, Representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike including sympathy strikes, work stoppage, slow downs, sit downs, refusal to cross a picket line or any other concerted activity which interrupt the operations or services of the Authority by its members during the life of this agreement.

### **Section 2**

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work referenced in Section 1 above, it is specifically understood and agreed that the Authority shall have the exclusive and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slow down, sit downs, walkout, or any other cessation or interferences of work. Bargaining unit members shall have the right to appeal through the provisions of this Agreement for disciplinary actions taken by the Authority under this section.

### **Section 3**

The Authority 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, unless those members shall have violated Section 1 (b) of this article.

### **Section 4**

Nothing in this Article shall be construed to limit or abridge the Authority's right to seek other available remedies provided by law to deal with any violation of this Article or unlawful strikes.

## **ARTICLE XI**

### **HOURS OF WORK AND 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 this Agreement. Nothing contained herein shall be construed as preventing the Authority 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. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

#### **Section 2**

The normal workweek for employees covered under this Agreement shall be forty (40) hours inclusive of a one half (1/2) hour lunch period to be designated by the supervisor. The workweek shall be computed between 11:01 p.m. on Saturday of each calendar week and 11:00 p.m. the following Saturday. The normal workday for all employees covered under this Agreement shall be as follows and employees may be assigned three (3) separate shifts. The shifts are as follows and shall include two (2) fifteen (15) minute breaks:

1. Day shift 7:00 a.m. to 3:00 p.m.
3. Afternoon shift 3:00 p.m. to 11:00 p.m.
4. Midnight shift 11:00 p.m. to 7:00 a.m.

#### **Section 3**

The workday shall consist of twenty-four (24) hours beginning at the start of the employee's scheduled starting time.

#### **Section 4**

Schedule shall be defined as the regularly scheduled days within the workweek.

## **Section 5**

Shift shall be defined as the regularly scheduled hours of a workday.

## **Section 6**

In the event it becomes necessary to change an employee's regular shift, and or schedule, they shall be notified of such change at least twenty-four (24) hours in advance. If the employee is not notified of such change at least twenty-four (24) hours in advance, they shall be paid at time and one half his regular straight time hourly rate for all hours worked on the first day of such changed shift or schedule.

## **Section 7**

Employees shall be paid by check biweekly. The pay period shall consist of eighty (80) hours and each paycheck will denote the employee's gross pay and detail wages withheld for any reason. Errors made on an employee's paycheck less than \$100 will be corrected in the subsequent pay period. In the event an error is in excess of \$100, an additional paycheck will be issued to correct the discrepancy.

## **Section 8**

An employee shall be paid time and one half for:

- a. All hours worked in excess of forty (40) hours in the workweek;
- b. All hours worked on the sixth (6th) consecutive day worked in the workweek;
- c. In the event the employee is required by the employer to work 2 consecutive work shifts covering more than one workday, the 13th through 16th hour shall be paid 1½ times the appropriate rate of pay.
- d. The Authority agrees to make every effort to release employees from duty after sixteen (16) continuous hours of work taking into consideration the condition of the employee and his ability to continue working.
- e. Whenever an employee has worked continuously for sixteen (16) hours or more and is released from duty by the Authority, he shall be entitled to an eight (8) hour rest period before he returns to work. If the rest period extends into the employee's regular scheduled shift, he shall be excused with pay at his straight time rate for that part of their regular scheduled shift necessary to make up the eight (8) hour rest period. In the event that an employee is required to work during such rest period, he/she shall receive straight time pay for the hours worked in addition to their rest period pay.

## **Section 9**

A call out occurs when an employee who is off duty is called in to perform work. When it is necessary to call out employees, supervisory personnel will make such calls. In the event that a call-out for overtime is required due to an employee reporting off or a pump station alarm condition, the shift operator shall contact a member of EORWA's management team to report the need for a call-out. EORWA management shall then make the appropriate employee call-out. If the shift operator is unable to reach a member of the management team after 30 minutes, he shall use his best judgment in making the appropriate call-out following all currently established protocols. Any bargaining unit member making a good faith effort to call-out the appropriate employee(s) shall not be held responsible for making an incorrect call-out.

## **Section 10**

Notwithstanding any provision of this Agreement, compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Agreement.

## **Section 11**

With the Authority's approval, compensatory time may, at the employee's discretion, be taken in lieu of overtime pay at the rate of one and one half (1-1/2) hours for each hour of overtime worked. Compensatory time may be accrued up to, but not exceed, forty-eight (48) hours. Request for use of compensatory time must be made at least forty-eight (48) hours in advance of its intended use. Accumulated compensatory time must be taken within one (1) year of the time worked and shall be paid at the wage rate in effect at the time the overtime was worked. In the event that an employee does not take compensatory time within one year, they will be paid for the outstanding days at the wage rate in effect at the time the overtime was worked. A total of two (2) days of compensatory time off shall be taken only during the requesting employee's scheduled day shift and shall be confined to Monday through Friday of the workweek. The remaining four (4) days of compensatory time may be scheduled at the employee's discretion.

## **Section 12**

With the Authority's approval, employees may, by mutual agreement, trade shifts and or schedules provided such trade does not result in payment of overtime during such traded hours.

## **Section 13**

At the completion of the tenth (10<sup>th</sup>) consecutive hour of work on an eight hour shift or twelfth (12<sup>th</sup>) consecutive hour of work on a ten hour shift, excluding lunchtime, an employee shall be eligible for a meal allowance of eight (\$8.00) dollars.

# **ARTICLE XII**

## **NON-DISCRIMINATION / SEXUAL HARASSMENT**

### **Section 1**

Neither the Authority nor the Union shall discriminate against any employee on the basis of age, sex, race, color, creed, religious belief, national origin, sexual preference, political affiliation, Union activity, or disability as defined under the Americans with Disabilities Act. The Union shall share equally with the responsibility for the administration and compliance of this Article.

### **Section 2**

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.

### **Section 3**

The Authority and the Union agree that employees shall not suffer sexual harassment at the workplace. The Union can submit a complaint directly to the Third Step of the grievance procedure. Such harassment may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as, but not limited, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission of the conduct is either an explicit or implicit term of employment;
- b. Submission to, rejection of, the conduct is used as the basis for employment decisions affecting the person who did the submission or rejection;
- c. Such conduct has the purpose of unreasonably interfering with and individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not a consenting relationship between adults.

# **ARTICLE XIII**

## **JOB BIDDING - PROMOTIONS - TRANSFERS**

### **Section 1**

Whenever the Authority determines that a permanent vacancy exists and is to be filled, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) working days, exclusive of Saturdays, Sundays and holidays. The notice shall include the job position open, the job duties, and the minimum qualifications needed for the job. Employees may during such posting period submit in writing, a bid for the open position. The Authority shall not be obligated to consider any bids submitted after the posted date or any bids not meeting the minimum qualifications for the vacant position. An employee who is on vacation, sick leave or otherwise absent from work will be considered to have bid on any position posted during his absence.

### **Section 2**

Nothing in this Article shall be construed to limit or prevent the Authority from temporarily filling a vacant position, up to thirty (30) calendar days, at the discretion of the Authority, pending the Authority's determination to fill the vacancy on a permanent basis.

When an employee is temporarily upgraded to perform the duties of a job classification carrying a higher rate he shall be paid at the annual step level of that higher classification so he is receiving a higher hourly rate for such upgrade. Upgrade hours shall be tracked and when such employee has worked a sufficient number of hours to earn advancement to the next

higher annual wage step his upgrade pay will be increased to the appropriate step. An employee assigned to the duties of job classification carrying a lower rate of pay shall not have a reduction in his regular hourly rate.

Notwithstanding the foregoing, current Assistant Operators Ed Gavarkavich, Don Johnson, and John Rico shall be deemed to have achieved the top step of the Operator/Lab Technician job classification and shall be paid at the top annual step level for all upgrade assignments.

### **Section 3**

Employees shall be permitted to exercise their biddings rights under the provisions of this Article for promotions, transfers, or demotions prior to hiring new employees from the outside, providing employees submitting bids meet the minimum requirements specified for the position. Definitions of such promotions, transfers and demotions are:

- a. A promotion shall be defined as a change from the employee's current classification to a new classification carrying a higher rate of pay within the same line of progression.
  - i) When an employee is promoted he shall be credited for all upgrade hours worked and shall be placed at the appropriate annual step
  - ii) In no event when an employee is promoted shall his hourly rate of pay be less than the hourly rate he was receiving prior to his promotion.
- b. A transfer shall be defined as a change from a job classification in one line of progression to a job classification in another line of progression.
  - i) When an employee transfers to a job classification carrying a higher hourly rate of pay he shall be placed in the starting step of his new job classification, or the next step that has an hourly rate greater than the rate he was receiving in his previous job classification.
  - ii) When an employee transfers to an equivalent job classification in a new line of progression his hourly rate shall remain the same.
  - iii) When an employee transfers to a job classification carrying a lower hourly rate of pay he shall be placed in the top step of his new job classification.
- c. A demotion shall be defined as a change from the employee's present classification to a new classification within the same line of progression carrying a lower rate of pay.
  - i) When an employee demotes he shall be placed in the top pay step of his new job classification.

### **Section 4**

The following shall be defined as lines of progression within the Authority:

- a. Laboratory Technician
- b. Assistant Operator (Sludge Farm) - Truck Driver
- c. Assistant Operator (Operations) - Operator (Operations)
- d. Assistant Operator (Collection) - Operator (Collection)
- e. Assistant Operator (Maintenance) - Operator (Maintenance/Monitor)

### **Section 5**

Bids shall be awarded as follows:

- a. Promotions shall be awarded to the senior qualified bidder in the next lower job classification within the line of progression where the opening exists. In the event there are no bidders or bidders fail to meet the minimum qualifications for the job from the lower job classification within the line of progression, the senior qualified bidder from outside the line of progression shall be awarded the job.
- b. Transfers shall be awarded to the senior qualified bidder from other lines of progression.
- c. Demotions shall be granted to the senior qualified bidder in the next higher job classification within the line of progression.

### **Section 6**

Once the determination has been made that a vacancy exists and is to be filled, the Authority agrees to post the selection, if any, within fifteen (15) working days, exclusive of Saturdays, Sundays and holidays. The Authority shall fill such vacancy within ten (10) working days, excluding Saturdays, Sundays and holidays after posting the selection. The Authority may cancel a job posting any time prior to the time it posts the name of the successful bidder.

**Section 7**

An employee who is awarded a promotion, transfer or demotion bid under this Article may elect to return to his former job classification without prejudice, anytime during the first thirty (30) working days of his promotion. Additionally, in the event the Authority determines that the employee is incapable of performing the new duties they may elect to return the employee during the first thirty (30) working days, without prejudice, to his former job classification.

**ARTICLE XIV**

**HOLIDAYS**

**Section 1**

The following holidays shall be observed and shall be official holidays for employees covered under this Agreement.

- |                  |               |                           |           |
|------------------|---------------|---------------------------|-----------|
| New Year's Day   | Memorial Day  | Independence Day          | Labor Day |
| Thanksgiving Day | Christmas Day | Friday after Thanksgiving |           |

**Section 2**

Employees shall be entitled to holiday pay for each of the holidays listed above in accordance with the provisions of this Article. Holidays shall be observed on their actual date unless specified otherwise in this Article.

**Section 3**

For employees whose regular schedule does not include Saturday and Sunday, (i) holidays falling on Sunday shall be observed on the Monday immediately following the holiday, (ii) holidays falling on Saturday shall be observed on the Friday immediately preceding the holiday.

**Section 4**

An employee who does not work on a recognized holiday shall receive eight (8) hours or ten (10) hours pay at their regular hours straight time pay at their regular rate of pay for the holidays observed on their day off regardless of the day of the week on which they are observed.

**Section 5**

All employees who work on a recognized holiday shall receive eight (8) hours or ten (10) hours holiday pay at the straight time rate at their regular rate of pay in addition to straight time pay at their regular rate of pay for all hours worked on the holiday. Employees working outside of their regular schedule will be paid at the rate of two and one half(2½) times their straight time pay rate.

**Section 6**

An employee who is not in active pay status on both the scheduled day immediately prior to the holiday and the scheduled day immediately following the holiday shall not be paid for that holiday.

**Section 7**

In the event a holiday occurs while an employee is on vacation, such vacation day shall not be charged against the employee's vacation leave.

**Section 8**

In addition to the holidays enumerated above each employee shall be entitled to four (4) personal days off, with eight hours or ten hours pay, in each calendar year. Personal days may be split into ½ days. To the extent possible personal days will be scheduled 48 hours in advance.

**ARTICLE XV**

**VACATION**

**Section 1**

Full-time bargaining unit employees are entitled to vacation with pay after one (1) year of continuous service with the Authority. The amount of vacation leave an employee is entitled shall be based on maintaining an active pay status or being on workers compensation leave resulting from an injury received while working for the Authority. Employees on an

approved unpaid leave of absence shall not incur a break in seniority, but shall not accrue vacation time while on such leave.

<b>YEARS OF SERVICE</b>	<b>ELIGIBLE FOR</b>	<b>RATE OF ACCRUAL</b>
1 year but less than 5	2 weeks vacation	3.1 hrs. per pay period
5 years but less than 14	3 weeks vacation	4.6 hrs. per pay period
14 years but less than 21	4 weeks vacation	6.2 hrs. per pay period
21 years or more	5 weeks vacation	7.7 hrs. per pay period

**Section 2**

Vacation leave shall be taken by an employee between the year it was accrued and the next anniversary date of employment. An employee may elect to accumulate vacation from year to year; such accumulation of vacation shall be limited to a maximum of three (3) years.

**Section 3**

Additional vacation leave is not accrued through the accumulation of paid overtime.

**Section 4**

In the event a holiday falls within an employee's scheduled vacation period, such employee shall not be charged a vacation day for the holiday. Employees taking a vacation day on a holiday shall be paid vacation pay and holiday pay.

**Section 5**

Vacations may be taken in periods of one week or more, or up to eight (8) individual days with forty-eight (48) hours prior notice to the Authority provided the days or periods chosen meet with management approval. Individual days may be split into ½ days. A vacation period is defined as 5 consecutive calendar days for day shift employees and 6 or 7 consecutive calendar days for afternoon and midnight employees. Vacations shall be scheduled in accordance with the workload requirements of the individual work units. All vacation request dates are subject to prior approval of the Operations Manager. Senior employees shall be given preference in scheduling vacation provided such requests are submitted no later than April 1 of any calendar year. Requests for vacation received after April 1 of any calendar year shall be granted on a first come first serve basis.

**Section 6**

Employees who desire to receive a vacation pay in advance will notify supervision by filling out the appropriate form at least two (2) weeks prior to the start of his scheduled vacation.

**Section 7**

Employees who terminate employment for any reason shall be entitled to pay for all accrued and unused vacation time. In the event an employee dies, his accrued and unused vacation pay shall be paid to his surviving spouse or if there is not surviving spouse his estate.

## ARTICLE XVI

### SICK LEAVE - WORKERS' COMPENSATION AND BEREAVEMENT LEAVE

#### Section 1- Crediting of Sick Leave

Sick Leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status with the Authority. Active pay status shall include paid vacation and paid sick leave, but shall not be earned during a leave of absence or layoff. Unused sick leave shall accumulate without limit. Upon retirement or death of an employee, any unused sick leave shall be paid at the rate of twenty (\$20.00) dollars per day up to a maximum of three hundred (300) days.

#### Section 2 - Expiration of Sick Leave

In the event illness or disability continues beyond the time covered by an employee's earned sick leave, the employee may be granted a leave without pay. Any employee desiring to extend sick leave following expiration of sick leave credit, to be charged to his vacation, must make such request in writing to the Authority.

#### Section 3 - Charging of Sick Leave

Sick leave shall be charged in minimum units of one half (1/2) hour. It is understood that the operation of the Authority will not be unreasonably disrupted in any manner as a result of Medical/Dental appointments. Employees shall attempt to schedule Medical/Dental appointments during non-working hours. An employee shall be charged for sick leave only for the days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal forty (40) hour workweek earnings. Employees on paid sick leave shall be considered on active pay status and as time worked for computing overtime. Should an injury or disability continue beyond the time earned or credited for sick leave, the employee may be granted disability leave or personal leave without pay.

#### Section 4 - Uses of Sick Leave

Employees may be granted leave upon the approval of their supervisor for the following reasons:

- a. Illness or injury of the employee or a member of his immediate family. For the purpose of this Section, definition of "immediate family" for sick leave shall be defined as spouse, mother, father, child, stepchild, and domestic partner.
- b. Medical, dental or optical examinations or treatment of employee or a member of his immediate family which requires the employee's attendance and cannot be scheduled during non-working hours;
- c. Exposure to a contagious disease that could be communicated to other employees;
- d. Pregnancy and/or childbirth and other conditions related thereto.

#### Section 5 - Definition of Immediate Family for Bereavement

For the purpose of this Section, "immediate family" is defined as: spouse, mother, father, brother, sister, child, stepchild, grandchild, domestic partner, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent (loco parentis).

#### Section 6 - Notification by Employees

When an employee is unable to report to work, he shall notify the plant no later than one half (1/2) hour prior to his scheduled starting time on each day of his absence, unless emergency conditions make it impossible. Employees who are unable to report to work due to being late or tardy shall notify the plant no later than one half (1/2) hour after his scheduled starting time, unless emergency conditions make it impossible to do so. In the event emergency conditions make reporting off for tardiness or absenteeism impossible, such report off shall be made as soon as is reasonably practical.

#### Section 7 - Abuse of Sick Leave

Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud shall result in dismissal and shall result in refund of salary or wages paid.

#### Section 8 - Physician's Statement

Should medical attention be required, the employee may be required to furnish a statement from the licensed physician notifying the Authority that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the employee's immediate family, the Authority may require a physician's statement certifying that the presence of the employee is necessary to care for the ill family member.

**Section 9 - Physician's Examination**

The Authority may require an employee to submit to an examination conducted by a licensed physician of the Authority's choice to determine the employee's capability to perform the duties of the employee's position. In the event the Authority physician finds the employee is not capable, the employee may provide a statement from a physician of his choosing, at his expense, disputing the decision of the Authority's physician. Should the physician's opinions be in conflict, the Authority and employee shall mutually agree to a third physician whose opinion shall be final and binding. The Authority shall pay the cost of such third physical examination. In the event the employee is found to be unable to perform his duties, such employee will be placed on sick leave or disability leave.

**Section 10 - Sick Leave and Vacation Credit During Leave**

Employees on leave of absence without pay shall not earn sick leave or vacation leave.

**Section 11 - Workers Compensation Leave**

Employees who become injured on the job shall be paid at the rate of the job being performed at the time of injury. Such pay shall be for the full eight (8) or ten (10) hours on the date of injury providing the attending physician states the employee is not able to return to work on the date of injury. In the event the attending physician determines that the employee is able to return to work, the employee shall be paid for the time lost on the day the injury occurred at the rate of pay for the job the employee was performing at the time of injury.

**Section 12 - Bereavement Leave**

In the event of death of a member of an employee's immediate family, as defined under Section 5 of this Article, the employee shall be entitled to three (3) days paid leave for bereavement. In the event of the death of an employee's aunt or uncle, the employee shall be entitled to one (1) day paid leave for bereavement.

**ARTICLE XVII**

**SENIORITY**

**Section 1**

Seniority is defined as the length of continuous service with the Authority.

**Section 2**

Seniority shall be computed on the basis of last hiring date of uninterrupted length of continuous service with the Authority. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within thirty-one (31) days, the employee shall lose all previous accumulated seniority.

**Section 3**

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedures for such leave and returns to active employment immediately following the expiration of such leave.

**Section 4**

The Authority shall post a seniority list once every twelve (12) months showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to the posted seniority list or the list furnished to the Union must be presented to the Authority within ten (10) calendar days of the posted date or said list shall be deemed to be valid by all parties. Employees on vacation, sick leave or other approved leave of absence at the time the seniority list is posted shall have ten (10) calendar days after return from such leave to file an objection to his supervisor. In the event no objections are filed within the ten (10) day period specified in this Section, the seniority posting shall be deemed valid and acceptable.

**Section 5**

Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

## ARTICLE XVIII

### LAYOFF AND RECALL

#### Section 1

When the Authority determines a reduction in the work force is necessary due to lack of work or lack of funds, the Authority shall notify the affected employees as far in advance as possible, and in no event less than twenty-four (24) hours in advance. All part-time, temporary, and probationary employees shall be laid off before any regular full-time employees are laid off.

#### Section 2

The Authority shall determine in which line of progression(s), classifications(s) and in which work location(s) the layoff will occur and shall give the affected employee(s) two (2) calendar days written notice of their layoff, indicating their right to bump.

#### Section 3

Within each classification affected, employees will be reduced in accordance with their continuous service seniority. An affected employee may exercise his bumping rights in accordance with any of the following:

- a. Any employee may exercise his seniority to accept a voluntary layoff up to 90 calendar days. In the event a sufficient number of employees are not obtained on a voluntary basis, the following shall apply:
  1. An affected employee may exercise his seniority to bump the least senior employee in another line of progression with the same rate of pay for which he is qualified and capable of performing the available work without any additional training or;
  2. An affected employee may exercise his seniority to bump the least senior employee, in the next lower job classification in his line of progression or;
  3. An affected employee may exercise his seniority to bump the least senior employee in another line of progression, with a lower rate of pay, for which he is qualified and capable of performing the available work.

Employees displaced as the result of the above shall have the same bumping rights as the affected employee who displaced them and the process shall continue until such time as an employee is unable or chooses not to exercise his bumping rights.

#### Section 4

The affected employee(s) shall have two (2) calendar days in which to submit their written request to exercise their right to bump less senior employee(s) in accordance with the procedure set forth in Section 3 above.

#### Section 5

Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. 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 have the minimum qualifications to perform the work in the job classification and line of progression to which they are recalled.

#### Section 6

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Authority 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 to the Authority by the employee.

#### Section 7

In the case of long term layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Authority of his intention to return to work and shall have ten (10) calendar days following the mailing date of recall notice in which to report for duty, unless a different date for returning is otherwise specified in the notice.

#### Section 8

The Authority, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees. The above layoff procedure may be modified by mutual agreement of the parties.

## **Section 9**

The Authority agrees that it will not employ outside contractors to perform work ordinarily and customarily performed by bargaining unit employees when the employment of such outside contractors would result in and directly relates to the layoff, demotion, or reduction of regularly scheduled hours for its regular employees. Further the Authority agrees it will not hire outside contractors part-time, temporary, or regular full-time employees while regular employees are on layoff with recall rights who are qualified and capable of performing such work.

# **ARTICLE XIX**

## **DISCIPLINE AND DISCHARGE**

### **Section 1**

The Authority agrees that no employee shall be reduced in pay, suspended, or discharged except for just cause.

### **Section 2**

Except in instances where the employee is found guilty of gross misconduct, discipline will normally be applied in a corrective, progressive and uniform manner for related violations.

### **Section 3**

Progressive discipline shall take into account the nature of the violation, the employee's record of all prior discipline and the employee's record of performance and conduct.

### **Section 4**

The Authority agrees not to discharge or suspend without pay an employee without first arranging for a predisciplinary conference. The conference shall be scheduled no earlier than seventy two (72) hours after the time the employee is notified of the charges and that such conference will be held. The affected employee may be placed on paid administrative leave pending the hearing at the Authority's discretion. The hearing shall be conducted by a neutral party or member(s) of the Board of Trustees, and the charged employee may have his Union representative present. Any costs associated with the neutral party for the predisciplinary conference shall be borne by the Authority. Such conference must be conducted within a reasonable time from the date in which the Authority gains knowledge of the incident(s) that it deems to be a violation of conduct. The Union shall be notified through its Representative or his designee that charges have been brought against the employee.

### **Section 5**

The employee shall be notified in writing of the findings of the Hearing Officer conducting the predisciplinary conference within five (5) calendar days after such conference has been held. Copies of the findings shall be submitted to the Local Union. If, as a result of the predisciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) calendar days of receipt of the Hearing Officer's report. A copy of the disciplinary action taken by the Authority shall be submitted to the Local Union President.

### **Section 6**

An employee may waive his right to a predisciplinary hearing by submitting a signed written waiver to the Authority and the Union.

### **Section 7**

Appeals from either discharge or suspension must be submitted to the Authority in the form of a grievance within ten (10) calendar days of the date of receipt of the disciplinary action notice. Such appeal shall be heard at the Third Step of the grievance procedure.

### **Section 8**

Records of suspensions shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall be on record for twelve (12) months only. At the request of the employee, the Authority agrees to remove outdated material from the employee's personnel file in accordance with the time limits of this Section.

**Section 9**

The Authority agrees that all disciplinary procedures shall be carried out in private and professional manner.

**Section 10**

The Authority shall make available to the Union copies of all suspension, discharges and predisciplinary notices and reports.

**ARTICLE XX**

**WASH-UP TIME**

**Section 1**

Employees shall be permitted a reasonable time, not to exceed twenty (20) minutes, at the end of each workday before their scheduled quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

**Section 2**

Employees shall be at their assigned work area at their scheduled starting times. The changing of clothes prior to the employee's scheduled starting time is not considered as wash-up time and shall be accomplished prior to the employee's shift start time in order that the employee is at his assigned work area at the start of his scheduled starting time.

**ARTICLE XXI**

**ABSENTEEISM AND TARDINESS**

**Section 1**

In the event an employee is unable to report to work, he shall notify the plant no later than one half (1/2) hour prior to his scheduled starting time on each day of absence, unless emergency conditions make it impossible. Tardiness must be reported no later than one half (1/2) hour after the scheduled starting time or as soon as reasonably practical thereafter.

**Section 2**

Any employee who is absent three or more days without prior approval or failing to report off will be considered as having voluntarily resigned, resulting in termination of employment.

**Section 3**

Absenteeism or tardiness that is unexcused or excessive in the judgment of the Authority may be just cause for disciplinary action up to and including discharge.

**Section 4**

An employee requesting time off will be required to complete a form, supplied by the Authority, indicating the reason, such as vacation, jury duty, military, compensatory, or unpaid leave, and the hours and/or days off requested off.

**SECTION XXII**

**MILITARY LEAVE**

**Section 1**

The provisions of State and Federal law shall prevail for all aspects of military leave including request for and return from such leave.

## **ARTICLE XXIII**

### **MATERNITY LEAVE**

#### **Section 1**

Upon request to the Authority, which is supported by satisfactory medical evidence, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the terms and conditions of Article XVI, Sick Leave.

#### **Section 2**

Should the maternity leave of absence exceed six (6) months, the employee may request and be granted a disability leave. The Authority may request satisfactory medical evidence to ensure the employee is capable of performing the duties of her job, if it has reason to believe the employee's pregnancy is inhibiting her abilities. Should the employee be unable to secure such medical evidence the Authority may order in writing, that sick leave, vacation, or maternity leave at an earlier date be selected by the employee.

## **ARTICLE XXIV**

### **UNION LEAVE**

#### **Section 1**

The Union shall be entitled to fifteen (15) days per year for its members or representatives to attend Union functions, meetings, or conventions. Such year shall be defined as January 1 to December 31 of a given year during the term of this Agreement. The Authority may decline to release more than two (2) Union members or representatives during the same period of time if such release will negatively affect operational requirements. Such time shall be granted to attend such functions for the Union provided notice is given in writing to the Authority as far in advance as possible. Such leave shall be without pay. However, vacation may be used at the employee's option.

## **ARTICLE XXV**

### **SEVERABILITY CLAUSE**

#### **Section 1**

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

#### **Section 2**

In the event that any provisions of this Agreement are determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

## **ARTICLE XXVI**

### **SAFETY**

#### **Section 1**

The Authority shall be in compliance with all OSHA safety regulations that apply to the safety of bargaining unit personnel.

#### **Section 2**

Required safety equipment shall be furnished at the employer's expense. An annual safety boot allowance of \$100 will be provided to all employees during each calendar year.

### **Section 3**

The Authority shall recognize a safety committee of three (3) Union and three (2) Authority representatives who shall meet quarterly for the power of communicating safety suggestions, discussing safety issues and reviewing any accidents of safety related incidents.

### **Section 4**

The Authority shall conduct safety meetings on at least a monthly basis with all employees.

## **ARTICLE XXVII**

### **DUTY INJURIES**

#### **Section 1**

On-duty injuries shall be handled in accordance with the present rules and regulations of Ohio Workers' Compensation Law.

#### **Section 2**

All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report. No matter how slight the incident, all injuries must be reported to the appropriate supervisor. Upon request, the employee shall be furnished a copy of any and all reports filed as the result of an on the job accident or injury.

#### **Section 3**

Pursuant to the rules and regulations of the Bureau of Workers' Compensation and to the extent permitted by law, the Authority shall allow an employee to use accrued paid sick leave and vacation time while the employee is on Workers' Compensation leave. Upon return from Workers' Compensation leave, such employee shall be credited with sick leave used as permitted by the Ohio Workers' Compensation Law.

## **ARTICLE XXVIII**

### **PERSONAL VEHICLE USE**

#### **Section 1**

If the employer requires an employee to use his/her personal vehicle or the Employer does not provide a vehicle for use by an employee on Authority business, said employee shall be compensated for mileage at the allowable IRS rate.

## **ARTICLE XXIX**

### **EDUCATIONAL ASSISTANCE**

#### **Section 1**

The Authority shall continue the educational assistance program for all bargaining unit employees who have completed their probationary period. The courses should be state sponsored and relate to the fields of wastewater, wastewater works operators certificates I, II, III, and IV, laboratory training, collection system operations, or operators and continuing operation. Classes shall pertain to the job duties of his/her position or any usual and customary temporary position.

#### **Section 2**

To be eligible for reimbursement for educational assistance, the employee must:

- a. Receive approval for attendance from supervision prior to the start of the course;
- b. Provide evidence of attendance at the event;
- c. Provide evidence that he has successfully completed the course;
- d. Submit evidence of payment of meals, lodging, and mileage prior to reimbursement. Meal allowances shall only be reimbursed when the class attended is located further than 20 miles from the treatment plant;
- e. Not have previously taken the course.

## **ARTICLE XXX**

### **EMERGENCY WAIVER**

#### **Section 1**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, The Board of Trustees of the Eastern Ohio Regional Wastewater Authority, the Federal or State Legislature, such as acts of God, civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a. Time limits for Management's reply or the Union's filing of grievances; administration of predisciplinary conferences and;
- b. All work rules and/or agreements and practices relating to the assignment of all Authority employees.

#### **Section 2**

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

## **ARTICLE XXXI**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **Section 1**

The Authority shall have available to all employees a certified Employee Assistance Program Counselor. Confidentiality of the employees who voluntarily or by referral use the services of the EAP will be strictly maintained by the parties.

## **ARTICLE XXXI**

### **JURY DUTY**

#### **Section 1**

Employees shall receive full pay for regularly scheduled working hours on any day when the employee is required to appear before any court for jury duty by the United States, the State of Ohio or any political subdivision. Any compensation received by an employee shall be remitted to the Authority, unless such duty is performed totally outside scheduled working hours. It is understood that in the event an employee is released from jury duty prior to 1:00 p.m., the employee shall report to work for the remaining hours after being given a reasonable time to prepare for work duties.

#### **Section 2**

Employees shall not be entitled to paid court leave 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 a juvenile, etc. Such leave shall be considered leave without pay, vacation, or personal days, as scheduled in advance with the Operations Manager.

#### **Section 3**

In order to be excused, the subpoenaed employee must notify the Operations Manager or his designee within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official. In order to be eligible for payment the employee must furnish a written statement verifying the date served and the amount of pay received.

#### **Section 4**

An employee who is on an authorized vacation and who is required to serve on jury duty during his vacation may have his vacation extended by the number of days he is required to serve, provided such employee complies with the applicable provisions of this Article, including proper notice to the Operations Manager or his designee.

#### **Section 5**

When an employee scheduled to work other than the day shift is summoned for jury or court service, the Authority shall change the employee's shift to days for those days he may be required to serve on such jury or court service.

## **ARTICLE XXXIII**

### **INCLEMENT WEATHER**

#### **Section 1**

In the event the Belmont County Sheriff declares a level III Snow Emergency resulting in the closing of all county roads, and employees who in their own situation are unable to report for work must follow the provisions set forth under Article XXI, Absenteeism and Tardiness, and may, subject to approval, utilize vacation or compensatory time for payment of lost earnings. In the event such level III Snow Emergency is downgraded to a level II or I, later in the day, and during the shift in which the employee has reported off, such employees on the shift affected should contact the Authority for instructions as to whether they should report for the remainder of their shift.

## **ARTICLE XXXIV**

### **RETIREMENT**

- A. The Authority shall participate in the Public Employees Retirement System (PERS) and shall contribute the employer's required percentage, currently 14%, of each member's gross wages to his retirement account.
- B. In addition the Authority will pay one hundred percent (100%) of the employee's required contribution, currently 10%, to his retirement account. Said funds are to be credited to the individual member's account in the same manner as if the funds had been withheld from the member directly. The effect of this stratagem is to reduce the employee's income for federal and state tax purposes.

## **ARTICLE XXXV**

### **DEFERRED COMPENSATION**

- A. The Authority shall continue in effect the Eastern Ohio Regional Wastewater Authority Deferred Compensation Plan (Plan). Bargaining unit employees may participate in the Plan by meeting eligibility requirements and filling out the appropriate Participation Agreement.

## **ARTICLE XXXVI**

### **DEDUCTIONS - CREDIT UNION**

- A. The Authority shall continue in effect payroll deductions for employees who authorize such deductions, to the Steel Works Community Federal Credit Union. Withholding payments will be made biweekly.

## **ARTICLE XXXVII**

### **MEDICAL INSURANCE**

The Authority will offer to all bargaining unit employees and their eligible dependents Hospitalization, Basic Surgical, Major Medical, Prescription Drug, Dental and Vision Insurance.

#### **A. HOSPITALIZATION, SURGICAL, MAJOR MEDICAL, PRESCRIPTION DRUG**

- 1. Bargaining unit employees and their eligible dependents may elect Hospitalization, Basic Surgical, Major Medical, and Prescription Drug coverage under the Health Plan of the Upper Ohio Valley.
- 2. For the term of this Agreement the coverage provided shall remain at the same level as is currently in effect unless changes are required by the health care provider.
- 3. Effective 4/1/11 until 3/31/14, employees shall be responsible for all co-pays required by the health care provider. This shall include any co-pay changes required by the health care provider during the term of the agreement. Effective 4/1/11 to 3/31/12, EORWA shall withhold from each employee's pay \$85.00 monthly for

employees with single coverage and \$170.00 monthly for employees with family coverage to be applied to the monthly health insurance premium. Effective 4/1/12 to 3/31/13, EORWA shall withhold from each employee's pay \$100.00 monthly for employees with single coverage and \$200.00 monthly for employees with family coverage to be applied to the monthly health insurance premium. Effective 4/1/13 to 3/31/14, EORWA shall withhold from each employee's pay \$115.00 monthly for employees with single coverage and \$230.00 monthly for employees with family coverage to be applied to the monthly health insurance premium.

4. Coverage under the Health Plan shall be effective on the employee's first day of employment.
5. Employees electing to opt out of health insurance coverage will be paid an additional \$150.00 monthly for those opting out of family coverage and \$50.00 monthly for those opting out of single coverage.

### **ARTICLE XXXVIII**

#### **DENTAL INSURANCE**

1. Bargaining unit employees and their eligible dependents may elect Dental Insurance coverage under the Delta Dental Plan of Ohio.
2. For the term of this Agreement the Dental coverage provided shall remain at the same level as is currently in effect.
3. For the term of this Agreement the Authority shall pay the full premium cost of the above coverage.
4. Coverage under the Delta Dental Plan of Ohio shall become effective on the first day of the month following the employee's date of hire.

### **ARTICLE XXXIX**

#### **VISION INSURANCE**

1. Bargaining unit employees and their eligible dependents may elect Vision Insurance coverage under the Vision Insurance Plan.
2. For the term of this Agreement the Vision coverage provided shall remain at the same level as is currently in effect.
3. For the term of this Agreement the Authority shall pay the full premium cost of the above coverage.
4. Coverage under the Vision Insurance Plan shall become effective on the first day of the month following the employee's date of hire.

### **ARTICLE XL**

#### **LIFE INSURANCE**

1. Bargaining unit employees who have completed ninety (90) days of continuous employment shall be provided thirty thousand (\$30,000) dollars of life insurance. In the event of accidental death the level coverage shall be sixty thousand (\$60,000) dollars, with a pro-rata amount paid in the case of dismemberment.
2. Principal Life Insurance is the current provider of the Life Insurance coverage. For the term of this Agreement the benefit levels shall remain equivalent to those currently in effect.
3. For the term of this Agreement the Authority shall pay the full premium cost of the above coverage.

## HOURLY WAGE RATE SCALE

	Effective <u>April 1, 2011</u>	Effective <u>April 1, 2012</u>	Effective <u>April 1, 2013</u>
<u>All Assistant Operators</u>			
Annual Step 1	\$13.87	\$14.22	\$14.58
Annual Step 2	\$15.79	\$16.18	\$16.58
Annual Step 3	\$20.04	\$20.54	\$21.05
 <u>All Operators - Lab Technicians</u>			
Annual Step 1	\$19.26	\$19.74	\$20.23
Annual Step 2	\$21.63	\$22.17	\$22.72
Annual Step 3	\$23.42	\$24.01	\$24.61
 <u>Truck Driver</u>	 \$21.27	 \$21.80	 \$22.35
 <u>Shift Premiums</u>			
	<u>4/1/11-3/31/13</u>	<u>4/1/13-3/31/14</u>	
Afternoon Shift	\$ .35	\$.40	
Night Shift	\$ .40	\$.45	

The shift premiums will be paid to any employee actually assigned to fill the afternoon or night shift.

## CERTIFICATE PREMIUMS

Certificate Premiums shall be included in the employees base rate, and shall be included in calculating overtime, pension and other benefits.

	<u>Annual Step 1</u>	<u>Annual Step 2</u>	<u>Annual Step 3</u>
<u>Assistant Operators</u>			
Class 1 Certificate	.34	.40	.67
Class 2 Certificate	.69	.80	1.16
Class 3 Certificate	1.03	1.20	1.55
<u>Operators</u>			
Class 1 Certificate	.50	.55	.70
Class 2 Certificate	1.10	1.12	1.21
Class 3 Certificate	1.51	1.52	1.80

## ARTICLE XLI

### TERM OF AGREEMENT

#### Section 1

This agreement shall be effective April 1, 2011 and shall remain in full force and effect until midnight March 31, 2014.

#### Section 2

Should either party desire 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 of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

#### Section 3

Should either party desire to terminate this Agreement they shall give written notice by certified mail with return receipt to the other party, ten (10) calendar days in advance of the desired termination date which shall not be before the termination date provided for in section 1 above.

#### Section 4

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 understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Authority 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 matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this 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 5

This Agreement constitutes the entire Agreement between the parties.

### EASTERN OHIO REGIONAL WASTEWATER AUTHORITY AND UTILITY WORKERS UNION OF AMERICA, LOCAL 436-A

#### LETTER OF UNDERSTANDING

During the 1999 negotiations for a Collective Bargaining Agreement, the Eastern Ohio Regional Wastewater Authority and the Utility Workers Union of America, Local 436-A have agreed to meet within 90 days of ratification of the Agreement to discuss and develop a Drug and Alcohol Policy.

To facilitate the development of the Policy it is agreed a Drug and Alcohol Committee will be established. The Authority and the Union may each appoint two (2) Committee members who shall be responsible for arriving at a mutually acceptable Policy.

It is further agreed that the Policy shall include the following:

1. A testing procedure that includes, testing by a certified laboratory, chain of custody verification, split samples, split sample testing at the employee's request and written test results.
2. An Employee Assistance Plan that allows employees either voluntarily, or as the result of a positive drug or alcohol test, to seek treatment for their illness.
3. Provisions that all matters related to voluntary treatment or positive test results will be handled on a need to know basis and otherwise be held in strict confidence.
4. Employees testing positive on the first occasion will be placed on sick leave until they are released to return to work.
5. When a test is positive and an employee requests the split sample tested, such test will be at the employee's expense, except when the second test is negative, then the Authority shall pay for the test.
6. A statement that the parties will make every effort to ensure that an employee, who is temporarily unable to perform the duties of his job, as the result of a Drug or Alcohol problem, is afforded an opportunity to continue employment in a job he is capable of performing, until such time as he is capable of performing his regular duties.

**EASTERN OHIO REGIONAL WASTEWATER AUTHORITY  
AND UTILITY WORKERS UNION OF AMERICA, LOCAL 436-A**

**LETTER OF UNDERSTANDING**

As a result of the 1999 negotiations the Authority and the Union have agreed to the following:

1. In accordance with the provisions for lines of progression in the Collective Bargaining Agreement the job classification Operator (Maintenance/Monitor) has been established.
2. The Authority will be writing new qualifications and job specifications for the Operator (Maintenance/Monitor) that will expand the duties and responsibilities of the job classification.
3. Upon completion of such new qualifications and job specifications the Authority and the Union will meet to determine if such new duties warrant an increase in the Operator (Maintenance/Monitor) hourly rate of pay.
4. It is further agreed that in the event the Operator (Maintenance/Monitor) is off work, at the discretion of the Authority, the Assistant Operator (Maintenance) may be upgraded to the Operator (Operations) rate of pay, unless the Assistant Operator (Maintenance) is performing the duties of the Operator (Maintenance/Monitor), in which case he shall be upgraded to the Operator (Maintenance/Monitor) rate of pay.

**OVERTIME AGREEMENT  
LOCAL 436-A AND  
EASTERN OHIO REGIONAL WATER AUTHORITY**

It is the purpose of this Agreement to ensure that overtime work is equitably distributed among bargaining unit employees.

1. The Authority shall maintain and update daily an overtime roster for each line of progression. The roster shall reflect a total of overtime hours offered and worked, plus overtime hours offered and declined. When an employee is offered and declines an overtime opportunity he shall be charged with same number of hours worked by the employee who accepted the overtime opportunity.
2. In the event an employee is not contacted personally he shall not be charged for overtime worked. When a call-out is being made and the employee is not home the supervisor will identify himself and the reason for his call to the person answering or an answering machine.
3. There are three types of overtime opportunities defined as follows:
  - a. Prescheduled - when an employee is asked while at work to report to work on a regularly scheduled day off or prior to his next regularly scheduled shift.
  - b. Continuous - when an employee is asked to continue working beyond his normal quitting time.
  - c. Call-Out - when an employee is contacted while off duty and asked to report immediately, or at a later time but prior to his next regularly scheduled shift, or on a regularly scheduled day off. Any call-out shall be paid a minimum of 3 hours.
4. When the need to work overtime becomes necessary the Authority will first offer the opportunity to employees, in order of their standing on the overtime roster, in the line of progression where the need exists. In the event the employee accepting the opportunity performs the duties of a higher job classification he will be paid upgrade as well as the appropriate overtime rate.
5. In the event a sufficient number of employees in the line of progression do not accept such opportunity, the Authority will then ask the low overtime employees in the job classification needed, capable of performing the work, from all other lines of progression.
6. In the event a sufficient number of employees from the job classification in the other lines of progression do not accept the opportunity, the Authority will then ask the low overtime employees, capable of performing the work, in all other job classifications.
7. In the event the required number of employees have not accepted the overtime opportunity the Authority may assign the least senior employee in the line of progression and the job classification needed who must accept.
8. This Agreement is entered into by the parties to equally distribute overtime opportunities and may be amended by mutual agreement after a trial period of six (6) months.

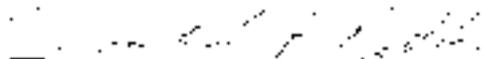
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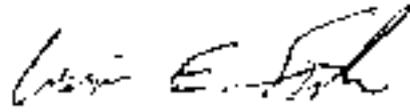
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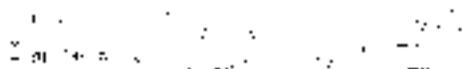
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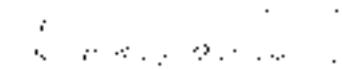
FOR THE UNION:

  
Donald P. Upatka, Region III Director  
Utility Workers Union of America

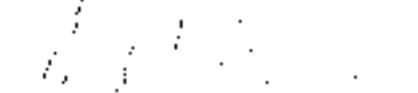
  
Louis F. Fisici  
President, Local 136-A

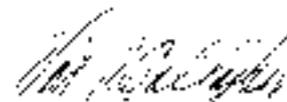
  
Scott D. Antoni  
Local 136-A

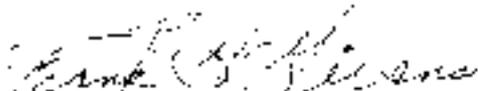
  
Edward J. Gennarkovich III  
Local 136-A

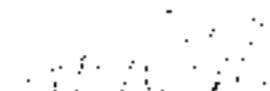
  
Dana Kalinski  
Local 136-A

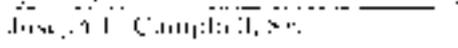
FOR THE AFFILIATE:

  
David L. Thomas  
Executive Director

  
Vincent R. Gallagher  
President

  
Frank G. Govers  
Vice President

  
Robert P. Haddock  
Secretary

  
Joseph J. Campbell Sr.  
Treasurer