



10/19/11  
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K27962

ORIGINAL

AGREEMENT

between

LE-AX WATER DISTRICT

and

AFSCME, LOCAL 3795

and

THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
OHIO COUNCIL 8, AFL-CIO

October 1, 2011 through midnight September 30, 2014

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## **PURPOSE**

This Agreement, entered into by Le-Ax Water District, hereinafter referred to as the Employer, and Local 3795, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, and Local 3795, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:

- A. To provide for the peaceful and equitable adjustment of differences which may arise.
- B. To achieve and maintain a satisfactory and stabilized Employee/employee relationship
- C. To ensure the right of every employee to fair and impartial treatment.
- D. To provide the opportunity for the Union and the Employer to negotiate as to wages, hours, and conditions of employment.

## **ARTICLE 1**

### **UNION RECOGNITION**

SECTION 1. The Le-Ax Water District will recognize Ohio Council 8, American Federation of State, County and Municipal Employees, and Local 3795, AFL-CIO, as the sole and exclusive collective bargaining agent in the unit set forth below:

All employees of the Le-Ax Water District, but excluding the General Manager, Engineer, Superintendent, Assistant Manager and Confidential Secretary/Treasurer.

**ARTICLE 2**  
**DUES AND P.E.O.P.L.E. CHECK-OFF AND UNION SECURITY**

A. The Employer will deduct regular monthly dues in an amount authorized by the Union from the pay of employees covered by this Agreement upon receipt from the Union of individual authorization cards voluntarily executed by the employee and bearing his signature.

B. All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement whichever is later as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees deducted shall be made in accordance with regular dues deductions as provided herein.

C. Deductions made under Section A above, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be made during the first pay period of each month, and shall be transmitted to Ohio Council 8 in Columbus no later than the fifteenth (15) day following the end of the pay period in which the deduction is made.

D. The Union shall hold the Board harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Article.

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

### **ARTICLE 3 NON-DISCRIMINATION**

A. There shall be no discrimination by the Union or the Employer against any employee in any matter relating to employment because of race, color, creed, national origin, sex, age, or handicap as governed by applicable law.

Any employ who elects to pursue a claim of discrimination in the above by using the grievance procedure is thereafter barred from utilizing any Administrative or judicial means to pursue the claim.

B. There shall be no discrimination, interference, restraint, coercion or reprisal against any employee because of Union membership or lack thereof.

**ARTICLE 4**  
**HOURS OF WORK AND OVERTIME**

A. The standard work week shall consist of forty (40) hours per week. All hours in active pay status in excess of forty (40) in one week or eight (8) in one day shall be compensated at the rate of time and one-half (1 ½). The work day will include a paid lunch break except in emergency situations. Lunch will be eaten on the work site.

The Employer and the Union may agree to a work schedule of four (4) ten (10) hour days. In the event such a schedule is agreed upon by the parties, time and one-half shall be paid for all hours in active pay status in excess of forty (40) in one week, or ten (10) in one day for those employees scheduled to work four (4) ten (10) hour days in a week.

B. Employees called in to work as the result of a "call-out" shall be guaranteed at least two (2) hours of pay at time and one-half rate. Call-out shall be defined as being called for work during days off or during normal off duty hours..

C. Employees may elect to receive compensatory time off work in lieu of overtime pay. The rate for compensatory time shall be one and one-half (1 ½) hours off work for each hour of overtime worked. Employees may accrue up to 120 hours of compensatory time. Once each year, employees who have accrued compensatory time shall be allowed to cash in any amount of hours between 0 and 120 hours. Employees must submit notice of "cash in" thirty (30) days in advance to the Employer.

D. For the purposes of this Article, "active pay status" shall be deemed to include any paid time, including time worked, sick leave, vacation leave, personal leave, holiday pay, or any other paid leave status.

**ARTICLE 5**  
**UNION ACTIVITY AND VISITATION**

A. The Employer agrees to admit no more than two (2) non-employee representatives of the Union to the Employer's facilities and sites during working hours, provided that this does not disrupt operations, and reasonable advance notice is given.

B. The Union shall select a steward who shall have the right to represent employees in complaints and grievances. The Union shall select an alternate steward who may act in the absence of the steward to process grievances.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

A. A "grievance(s)" is defined as any complaint that Board is in noncompliance with a specific provision of this Agreement. Said grievance(s) may be filed by the employee or Union. When a grievance(s) arises, it shall be resolved through the following procedure:

Step 1. An employee shall first attempt to settle any grievance verbally with his/her immediate supervisor within fifteen (15) days of when he/she has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. If the grievance is not referred to Step 1 of this procedure within fifteen (15) days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based, it shall be considered satisfactorily resolved. Once the grievance has been referred to the immediate supervisor, he/she shall have fifteen (15) work days to answer the grievance. The answer shall be given to the grievant and the steward.

Step 2. Board. If not satisfactorily resolved at Step 1, the grievance will be reduced to writing, signed by the employee and steward, and appealed in writing to the Board of the Le-Ax Water Distribution Corporation within ten (10) days of the Step 1 answer. The Board shall take up the grievance at the next regularly scheduled Board Meeting, or at a special meeting arranged for this purpose. The employee and his steward shall meet with the Board, and the employee shall also have the right to be represented at this meeting by a non-employee representative of the Union. The Board shall respond in writing within ten (10) days of the meeting.

Step 3. Mediation. Grievance mediation is a dispute resolution mechanism.

All grievances not settled at Step 2 shall be mediated prior to being referred to arbitration unless the parties mutually agree that the case should not be mediated.

A request by the Union for mediation must be made within ten (10) working days of the Step 2 meeting, unless both parties agree to extend that time.

The service for mediation shall be by the Federal Mediation & Conciliation Service (FMCS) or State Employment Relations Board (SERB).

The grievant shall have the right to be present at the mediation conference.

Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.

The representatives of the parties may, but are not required, to present the mediator with a brief written statement of the facts, the issue and the arguments in support of their positions. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

Proceedings before the mediator shall be informal in nature.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.

The mediator shall state the grounds for his advisory opinion.

The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.

The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.

If no settlement is reached at mediation, the parties are free to arbitrate. If they do so, arbitration must be requested within ten (10) working days of the mediation conference.

Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration to proceed as if the grievance had not been submitted to a mediation procedure.

Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

Requests to secure the services of a mediator shall be made by the Union.

Should there be a cost for mediation services, the Union and the Employer shall share equally the expenses and fees of the mediation.

Step 4. Arbitration. (a) Should a grievance remain unsettled at Step 3, the Union may appeal it to Arbitration by notifying the Employer of its intent to arbitrate within twenty (20) days of receipt of the Step 2 answer.

(b) A joint request shall be sent to the Federal Mediation and Conciliation Service requesting the names of seven (7) arbitrators limited to the State of Ohio. Upon receipt of the names, the Union and Employer will each alternately cross off the names until one remains, that person being selected as the arbitrator.

© All decisions of the Arbitrator shall be final and binding upon all parties participating. Both the Union and the Employer share equally the expenses and fees of the Arbitrator.

(d) The Arbitrator shall have no power to add to, subtract from, change, modify, or amend any of the provisions of this Agreement.

B. The time limitation provided for in this Article may be extended by mutual written agreement of the Union and the Employer.

C. A grievance based on an event which raises an issue of identical interest, common to a group of employees, may be filed by the Union as a class-action grievance.

**ARTICLE 7**  
**DISCIPLINE**

A. The Employer shall have the right to discipline employees for just and proper cause. The principles of progressive discipline with respect to discipline will be followed by the Employer.

B. Any employee who is disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged.

C. All disciplinary actions other than verbal warnings shall be sent to the employee by certified mail or given to the employee in person. A copy of such discipline shall be sent to the Union.

D. An employee shall have the right to appeal disciplinary actions through the Grievance Procedure provided in this Agreement.

**ARTICLE 8**  
**PROBATIONARY EMPLOYEE**

Full-time employee's shall be on a probationary period of ninety (90) calendar days. Part-time employees probationary period shall be one hundred twenty (120) calendar days.

**ARTICLE 9**  
**SENIORITY**

A. Seniority is defined as the length of continuous service with the Employer, beginning with the employee's first day of employment.

B. Part-time employees seniority is figured on 2,080 hours of service equals one (1) year.

C. The term "continuous service" as used in this Article shall be so construed that absence from employment due to illness, injury, approved leaves of absence or layoffs shall not cause a break in continuous service for the purposes of this Agreement.

D. Seniority shall be broken when an employee:

1. quits;
2. is discharged for just cause;
3. is laid off for a period of time more than twenty-four (24) months.

## **ARTICLE 10**

### **JOB POSTING AND TRANSFER**

SECTION 1. VACANCY - A vacancy is defined as an opening in a particular classification where the Employer has created a new classification or has increased the number of jobs in an existing classification as the result of a promotion, transfer, quit, discharge or other termination of employment. Whenever a vacancy to be filled exists, the position shall be posted and filled or withdrawn within sixty (60) days after the vacancy occurs. No position shall be withdrawn for discriminatory reasons.

SECTION 2. Whenever a vacancy is to be filled, the Employer shall post at the plant and the office and deliver or mail to the Union Steward, a notice of vacancy which shall include the classification, department, shift, hours of work, wage rate, brief description of duties and qualifications. Vacancies will be posted for a period of seven

(7) calendar days. During that seven (7) day period all interested employees shall have the opportunity to make a written bid for the job.

Vacancies will be awarded to an employee applicant in the following order of selection and pursuant to the following criteria as follows:

- 1) First - as a lateral transfer within the same classification as the vacancy for shift and location preference to an employee applicant who possesses the greatest classification seniority.
- 2) Second - to an employee applicant in the same classification as the vacancy who possesses the greatest classification seniority and who possesses the qualification for the job.
- 3) Third - to an employee applicant who possesses the qualification for the position and has the greatest bargaining unit seniority. Whenever the qualifications of two or more employee applicants are relatively equal, the senior employee shall be awarded the position.

SECTION 3. An employee who is awarded a vacancy shall service a sixty (60) day probationary period. If the employee fails to satisfactorily perform the duties of the position, he shall be returned to his former position and pay rate any time prior to the sixty-first (61) calendar day in the position, if the position exists. A former employee's position will be kept available during the above probationary period during a bid situation only.

**ARTICLE 11**  
**LAYOFF AND RECALL**

SECTION 1. NOTICE OF REDUCTION. The Employer will if practicable, notify the Union and all affected bargaining unit employees at least fourteen (14) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list. In case where it is not practicable to give fourteen (14) days notice, the Employer shall give as much notice as is possible.

SECTION 2. REDUCTION. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

- 1) All of the Employer's casual, intermittent, temporary, new hire probationary, and part-time employees in the department affected by the layoff shall, in that order be terminated or laid off as the case may be.
  
- 2) Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority of the remaining employees in the classification of layoff.
  
- 3) A laid off employee shall have the option of bumping a less senior employee in any classification in which the employee is qualified to do the job. An employee is deemed qualified to perform the work in all departments when he/she possesses the skills to do the job and only needs familiarization with the job procedures.

SECTION 3. RECALL RIGHTS. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their seniority (most senior

recalled first) or 2) thereafter occur in other similarly or lower rated classifications within the Employer's bargaining unit work force, for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first). An employee is deemed qualified to perform the work in all departments when he/she possesses the skills to do the job and only needs familiarization with the job procedures.

Such vacancies in the classification or other lower or similarly rated classification shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of twenty-four (24) calendar months from their effective date of displacement.

**SECTION 4. RECALL NOTICE.** Written notice of recall from layoff shall be delivered or mailed to the Union steward and shall be delivered to the employee by certified mail. Failure of an employee to contact the Employer within fourteen (14) calendar days after delivery of the recall notice to the employee shall constitute a forfeiture of an employee's right to recall.

**SECTION 5. REDUCTION SEVERANCE PAY.** Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due to such employees. This final pay will be paid to the employee within fourteen (14) days after the employee's last day of employment.

## **ARTICLE 12 JOB DESCRIPTIONS**

Each employee shall be given a time to meet with the Employer to have input into their own job description which outlines their job duties.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

A. An employee may apply for and be granted a personal leave of absence without pay for up to ninety (90) days without losing seniority benefits.

B. Leaves of absence for disability and pregnancy may be granted for up to six (6) months without losing seniority benefits. Paternity leave may be granted up to six (6) weeks.

C. Request for leave of absence will be presented to the Board in writing. Leaves may only be taken for the reasons given. Any deviations from this may result in the discharge of the employee. All leave in this Article shall be without pay.

D. Union leave may be granted up to seven (7) days for not more than one (1) employee during any calendar year. Said leave may be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union.

E. Military Leave - The Employer will continue to comply with all appropriate state and federal statutes and regulations relating to the employment rights of employee on military services.

F. Family and Medical Leave - The Employer shall abide by the provisions of the Family and Medical Leave Act.

**ARTICLE 14**  
**PAYCHECKS**

*Paychecks shall be distributed biweekly before 12:00 noon on Thursday.*

**ARTICLE 15**  
**BULLETIN BOARDS**

The Union will be provided a bulletin board for the purposes of posting meeting notice and other literature of interest to the membership.

**ARTICLE 16**  
**HEALTH AND SAFETY**

A. The Employer agrees to maintain safe working facilities, vehicles, tools and equipment, taking into consideration pre-existing condition of the work facilities, vehicles, tools and equipment and the economic flexibility of providing a replacement.

B. The Employer shall maintain suitable first aid kits at established work sites.

C. Safety issues may be discussed in a Health and Safety Committee consisting of two (2) members of the Board and two (2) members of the bargaining unit. If not resolved at the committee meeting, the safety issue may be appealed through the grievance procedure.

D. It is the responsibility of employees to notify the Board of defective equipment, and to use proper safety procedures and precautions.

E. Safety equipment will be provided when requested and when it is reasonably assumed necessary.

**ARTICLE 17**  
**JURY AND WITNESS DUTY**

Employees required to serve jury or witness duty shall suffer no loss of pay, provided the employee notified the Employer in advance and can document his attendance. Employees must turn in jury or witness fees in order to receive this payment. If excused by noon, day shift employees will be expected to report to their work area.

**ARTICLE 18**  
**SICK LEAVE**

A. Employees will be entitled to accumulate sick leave at the rate of one and one fourth (1 1/4) day per month.

B. An employee who uses no sick leave from January 1 until December 31 shall receive a bonus of two (2) days pay on the first paycheck in January.

Part-time employees shall accumulate sick leave at 4.6 hours for each eighty (80) hours in active pay states.

**ARTICLE 19**  
**HOLIDAYS**

All employees shall be entitled to the following holidays:

New Year's Day	First Day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

Independence Day	4th of July
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25th of December
3 Personal Days	

A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday.

Employees who are required to work on a holiday shall be entitled to their choice of compensatory time or overtime at the rate of one and one-half (1 ½). Employees may take personal leave days upon approval from their immediate supervisor, which shall not be unreasonably denied.

For the purpose of this Article a personal leave "day" shall be whatever the employee's regularly scheduled shift is at the time the day is taken by the employee.

Veteran's Day may be worked in exchange for the day after Thanksgiving, provided the parties mutually agree to such an exchange.

## **ARTICLE 20 VACATIONS**

Employees shall be entitled to vacation on the following basis:

One (1) complete year of service	2 weeks per year
Five (5) complete years of service	3 weeks per year
Ten (10) complete years of service	4 weeks per year
Twenty (20) complete years of service	5 weeks per year

Part-time employees vacation accrual shall be on a pro-rated basis. One (1) year would be completed once the employee has 2,080 hours.

## **ARTICLE 21 BEREAVEMENT**

Employees who have a death in the immediate family shall be entitled to three (3) days off without loss of pay. (Spouse, father, mother, brother, sister, son, daughter, step-parents, step-child, step-brother, step-sister).

Employees who have a death in the family outside the immediate family shall be entitled to one (1) day bereavement time. (Grandparents, uncles, aunts, and in-laws).

Employees shall be entitled to take additional time off for a death by using sick leave. The total bereavement days and sick leave days used for a death shall not exceed five (5) days.

## **ARTICLE 22 PROTECTIVE CLOTHING**

Employees in the classification of clerk shall receive a clothing allowance of \$200.00 on the 1<sup>st</sup> pay of October each year of this Contract.

Employees in the classifications of Meter Reader, Maintenance Crew Leader, Maintenance Man, Equipment Operator and Plant Operator shall receive \$400.00 on the 1<sup>st</sup> pay of October each year of this Contract for clothing allowance and foul weather gear.

**ARTICLE 23**  
**SHIFT DIFFERENTIAL**

Employees shall be entitled to the following shift differential:

Second Shift	\$ .35
Third Shift	\$ .40

**ARTICLE 24**  
**INSURANCE**

The Employer has the right to open up this insurance article to discuss insurance concerns if at any time a statewide pool or like consortium becomes available.

The Employer shall assume the full cost of both the single and family premiums for health care and major medical insurance.

The employee shall assume the deductible as follows: Single, \$500.00 per calendar year; Family, \$900.00 for all family members per calendar year. Employee will pay all drug co-pays.

The Employer will contribute \$1,500.00 for single and \$3,100.00 for family coverage into a Health Savings Account for all active employees eligible under IRS guidelines. Medicare Supplemental Coverage will also be made available to employees and spouses who are Medicare eligible.

Effective on the date of this Agreement, the Employer shall contribute \$78.50 per month to the AFSCME Care Plan (for each employee who has completed the

probationary period) for family vision II, family dental III, life II and family hearing benefits.

## ARTICLE 25

### WAGES

A. Effective October 1st, 2011, all employees shall receive a ninety-five cent (\$.95) per hour wage increase.

B. Effective October 1st, 2012, all employees shall receive a sixty-five cent (\$.65) per hour wage increase.

C. Effective October 1st, 2013, all employees shall receive a fifty cent (\$.50) per hour wage increase.

D. Employees who function as operators and have operators or distribution certification shall be placed in the Plant Operator 3 classification. Employees who do not function as operators, but have operators or distribution certification shall be placed in the Plant Operator 2 classification. In both instances, employees with operators or distribution certification shall receive additional compensation as follows:

Class I Operator	\$120.00 per month
Class II Operator	\$160.00 per month
Class III Operator	\$200.00 per month
Class I Distribution	\$120.00 per month
Class II Distribution	\$160.00 per month

E. Employees who perform the duties of a higher classification shall receive the higher rate of pay. Employees who are assigned to perform the duties of a lower

classification shall not be reduced in pay. Employer shall compensate employee for one (1) license only.

F. Employees who are properly trained, licensed and compensated as a Plant Operator shall take equal turns in taking a lap-top computer home for work, and shall receive two dollars (\$2.00) per hour additional compensation for all hours when the plant is un-manned.

H. Le-Ax will pay fourteen percent (14%) of earnable salary into PERS on behalf of the employee, with employee paying ten percent (10%).

## **ARTICLE 26 LEGALITY**

In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, all other provisions shall continue in full force and effect. The parties shall meet within ten (10) days of such an occurrence and negotiate a lawful replacement.

## **ARTICLE 27 MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by the provisions of this Agreement, the Board reserves and retains solely and exclusively all of its legal rights to manage the Le-Ax Water District as such rights existed prior to the execution of this or any other previous agreement. The rights of Management shall include, but are not limited to, its right to determine the facts which are the basis of Management's decisions; to establish, change, or abolish policies, practices or procedures for the conduct of the Water District and its services to its customers, consistent with the provisions of this Agreement. Such Management rights shall include:

1. Determining matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure.
2. Directing, Supervising, Evaluating or Hiring Employees;
3. Maintaining and improving the efficiency and effectiveness of governmental operation;
4. Determining the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. The ability to suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determining the adequacy of the work force;
7. Determining the overall mission of the Employer as a unit of government;
8. Effectively managing the work force;
9. Taking actions to carry out the mission of the public Employer as a governmental unit.

**ARTICLE 28**  
**LICENSING REQUIREMENT**

Both parties recognize that should the Ohio Environmental Protection Agency or other appropriate governmental agency mandate that Le-Ax employ only licensed

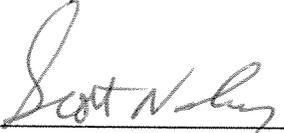
Water Treatment Operators, that all present and future plant employees shall obtain the required license within the time frame established by O.E.P.A. or other government agency as a condition of continued employment.

**ARTICLE 29**  
**DURATION**

This Agreement shall be effective as of October 1, 2011, and shall remain in effect until midnight September 30, 2014, and shall continue thereafter from Agreement year to Agreement year, unless either party gives at least sixty (60) days written notice of its intent to modify the Agreement. Upon notification, the parties shall meet at least forty-five (45) days prior to the termination of the Agreement to begin negotiations toward a new or modified Agreement.

IN WITNESS WHEREOF, the parties have set their hands on the 1<sup>st</sup> day of September, 2011.

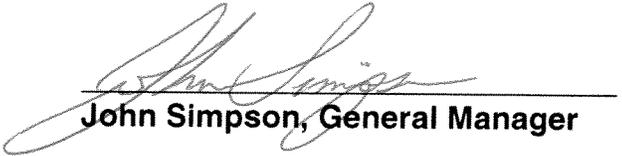
**FOR THE EMPLOYER:**



**M. Scott Niesley**



**Bernard Gruesser**



**John Simpson, General Manager**

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE LOCAL UNION:**



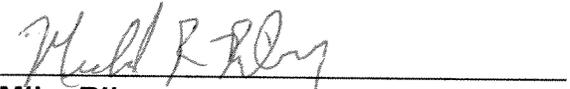
**Brian Grubbs, President**



**Bruce Hudnall**

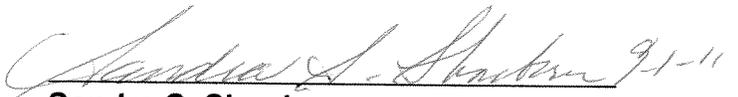


**Keith Gwinn**



**Mike Riley**

**FOR OHIO COUNCIL 8:**



**Sandra S. Shonborn**  
**Athens Regional Director**

APPENDIX I

LE-AX WATER DISTRICT WAGE RATES\*

<b>Classification</b>	<b>Effective 10/1/11</b>	<b>Effective 10/1/12</b>	<b>Effective 10/1/13</b>
Clerk	\$20.91	\$21.56	\$22.06
Operator of Record*	\$26.95	\$27.60	\$28.10
Chief Plant Operator**	\$24.95	\$25.60	\$26.10
Plant Operator 3 (Licensed)	\$21.96	\$22.61	\$23.11
Plant Operator 2 (non-licensed)	\$21.16	\$21.81	\$22.31
Plant Operator 1 (non-licensed)	\$20.91	\$21.56	\$22.06
Meter Reader	\$20.91	\$21.56	\$22.06
Distribution Foreman*	\$24.95	\$25.60	\$26.10
Maintenance Crew Leader	\$21.41	\$22.06	\$22.56
Maintenance Man	\$20.91	\$21.56	\$22.06
Equipment Operator	\$21.45	\$22.10	\$22.60

Wage rate does not include shift differential as prescribed by Article 23

\*Position To Be Filled In Absence Of General Superintendent Position Being Filled

\*\*OOR Replaces CPO In Absence Of General Superintendent Position Being Filled



36 South Plains Road  
The Plains, Ohio 45780-1348  
Telephone: (740) 797-9708  
Fax: (740) 797-9712  
Toll Free: (800) 361-6710

William Sams  
Regional Director

October 19, 2011

John A. Lyall  
President

Harold Mitchell  
First Vice President

Eric Clemons  
Secretary-Treasurer

Cenia M. Willis  
Recording Secretary

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Pamela S. Shelton  
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Kimberly N. Gaines  
Peg N. McClain  
Helen S. Youngblood

**VIA ELECTRONIC MAIL**

James R. Sprague, Interim General Counsel  
& Assistant Executive Director  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

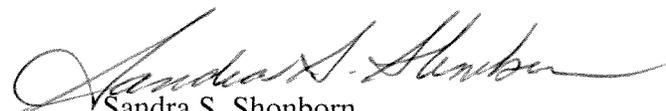
**RE: AFSCME Local 3795 — Le-Ax Water District  
Case No. 11-MED-07-1004**

Dear Mr. Sprague:

Attached please find the newly executed Collective Bargaining Agreement in the above-referenced jurisdiction.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Sandra S. Shonborn  
Athens Regional Director

SSS/bas

Attachment

cc: Brian Grubbs, President  
John Simpson, General Manager  
File