



**AGREEMENT**  
**BETWEEN THE**  
**JEFFERSON COUNTY WATER AND SEWER DISTRICT**  
**AND THE**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES,**  
**OHIO COUNCIL 8 LOCAL 673**

**Effective October 1, 2011**  
**through September 30, 2014**

**SERB Case # 2011-MED-08-1020**

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**ARTICLE 1**  
**STATEMENT OF PURPOSE**

The Jefferson County Commissioners through their designee the Director of Water & Sewer District, hereinafter referred to as the "Director" or the "Employer," and AFSCME Ohio Council #8, and AFSCME Local 673, AFL-CIO, hereinafter referred to as the "Union," hereby enter into this agreement for the purpose of complying with the requirements of Chapter 4117 of the O.R.C. and to set forth the full and complete understanding between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits and other terms and conditions of employment for the following bargaining unit.

**Included:** All employees of the Jefferson County Water & Sewer District, including Computer Programmer, Equipment Operator, Wastewater Treatment Plant Operator, General Foreman Wastewater Collection & Treatment, General Foreman Water Distribution, Water Distribution Foreman, Waterline Maintenance Worker, Laborer/Truck Driver, Customer Service Manager, Account Clerk, Account Clerk II, Wastewater Maintenance, Mechanic.

**Excluded:** All managerial and confidential employees; all supervisors and professional employees as defined in the Act, and employees in the following classifications: Director of Water & Sewer District, Assistant Director, Administrative Assistant, Water Treatment Technician, Accountant (contract individual).

**Section 2.** Should the Employer create a new classification, combine or reclassify a present position in the bargaining unit, the Employer shall advise the Union and review its appropriateness to the existing unit. Disputes regarding appropriateness may be appealed to the State Employment Relations Board (SERB) per Chapter 4117 of the Ohio Revised Code.

Nothing in this agreement shall be construed to either expand or contract positions or classifications of the bargaining unit as certified by the SERB.

**ARTICLE 3**  
**DUES DEDUCTION**

**Section 1.** The Employer and the Union agree that payroll deduction of the Union dues is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the employee's successful completion of the individual new-hire probationary period (one hundred twenty [120] work days).

**Section 2.** The Employer agrees to deduct regular Union membership dues, fees and assessments from the first and second pay of each month for any employee eligible for the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer and in which Union dues are normally deducted. The Employer shall send all collected dues, fees and assessments to the designated Union location once a month.

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

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this agreement.

**Section 5.** The Employer shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessments deductions.

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

**Section 7.** The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Controller of the Union at least annually. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessment deduction.

**Section 8.** Each eligible employee's written authorization for dues, fees and assessment deductions shall be honored by the Employer for the duration of this agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the dues, fees and assessment deductions will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

All dues, fees and assessment deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination date of the agreement.

**Section 9. Fair Share Fee.**

- A. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either upon execution of this agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues.
- B. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- C. The Union warrants and guarantees that no provision of this article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses in its defense, including but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 1.** The Union agrees to provide the Employer by letter the names of the local officers and professional staff representatives who will normally service the local.

The Employer agrees to permit two (2) state level Union representatives to the Employer's facilities and work sites during working hours upon advance notice to the Employer. Such visitation shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

**Section 2.** The Union agrees to provide the Employer a list of local officers' names, addresses, and positions held. The Union agrees to keep the list current.

**Section 3.** The Employer will recognize one (1) steward at each facility, defined as the Main Facility and the Treatment Plant, to act in accordance with the provisions of the article.

**Section 4.** A steward involved in representing an employee at a grievance meeting or disciplinary meeting will normally be permitted to leave his work area for purposes of attending

the meeting. In the event there is conflict between the immediate needs of the department and the scheduled meeting, the meeting may be rescheduled within the following three (3) work days.

If the meeting is scheduled during the steward's duty hours, the steward shall suffer no loss of pay while attending the meeting.

To facilitate the continuous operation of the Department, the steward shall notify his immediate supervisor prior to engaging in the above-mentioned duties. The steward shall obtain prior approval, which will not be unreasonably be denied by the supervisor(s). In the event the supervisor is absent or unavailable, the steward shall obtain approval from the next level supervisor in the chain of command. The Employer agrees to provide the Union with a written description of the chain of command. The steward shall also notify the supervisor in charge of that area of the nature of the Union activity prior to starting any Union activities.

**Section 5.** An employee shall not be permitted to function as a Union representative until the Union has presented the Director with written certification of that person's selection.

**Section 6.** A Union steward(s) will be permitted to counsel with an individual employee(s) regarding possible contract violations and who are assigned to the steward's facility, as defined in Section 3 herein, during the last fifteen (15) minutes, unless otherwise approved, of the individual employee's work shift, provided:

1. the steward/affected employee's absence from his normal duties does not have an adverse effect on the District's operations.

The Union and its officers will make every effort to confine this activity to the shortest time possible.

If in management's judgment the privilege is being abused, management may direct the employee and the steward to return to work.

**Section 7.** Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the agreement.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (chief steward or steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the chief steward's or steward's immediate supervisor.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee or group of employees that there has been a breach, misinterpretation, or improper application of this agreement.

**Section 3.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the department head are one and the same, the employee may proceed to the next step. "Immediate Supervisor" for purposes of this article means the person who is lowest in line of authority over the grievant and who is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Director's step. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting each employee in the same manner, one (1) affected employee shall process the grievance.

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

All written grievances must contain the following information to be considered:

- A. aggrieved employee's name and signature;
- B. aggrieved employee's classification;
- C. date grievance was first discussed;
- D. date grievance was filed in writing;
- E. date and time grievance occurred;
- F. where grievance occurred;
- G. description of incident giving rise to the grievance;
- H. articles and sections of agreement violated; and
- I. resolution requested.

**Section 4.** The following steps shall be followed in the processing of a grievance. Any grievance not submitted within the time periods specified below shall be deemed settled on the basis of the last answer given by the Employer.

Informal Step

The employee and the steward shall meet with his immediate supervisor within five (5) work days from the date the incident occurred in an attempt to resolve the issue. At the beginning of the meeting, the parties shall agree that the meeting should be interpreted as the Informal Step of the Grievance Procedure. The supervisor shall respond, in writing, to the employee complaint within three (3) work days following discussion.

Step 1

In the event the issue is not resolved in the Informal Step, the grievant and the steward shall reduce the grievance to writing and the steward shall submit it to the supervisor. Such submission shall be made within three (3) work days following the Informal Step discussion/meeting. The supervisor shall provide a written answer to the grievant, with a copy to the applicable Union steward, within five (5) work days following the date the grievance was presented to the supervisor.

Step 2 –Director

The Union may process the grievance to the Director and/or his designee within five (5) work days after receiving the Step 1 reply. The Director and/or his designee shall have ten (10) work days in which to schedule and hold a meeting with the aggrieved employee and his Union staff representative at a mutually agreeable time. He shall investigate and attempt to adjust the matter and shall respond to the grievant and the union representative with a written answer within five (5) work days following the meeting.

Step 3 – Arbitration

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

Upon receipt of a request for arbitration, the Director or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by FMCS. The parties shall alternate as to who shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The Union shall strike first on the first grievance. The

remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, each party shall have the option only once to completely reject the list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

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

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline.

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

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

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

**Section 5.** When an employee covered by this agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this agreement. However, the Union reserves the right to have a Union representative present at every step. An employee may choose one (1) other employee, which shall be a Union steward, to accompany him in Step 1 and through Step 2 of this procedure. In addition to the Union steward's attendance at Step 3, the grievant may have a professional staff representative and the Union President present.

**ARTICLE 6**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer and/or his designees shall meet with not more than two (2) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

**Section 2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

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

**Section 3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Labor/management meetings are not intended as negotiation sessions to alter or amend the basic agreement, and will not take the place of the grievance procedure.

**Section 5.** Bargaining unit employees representing the Union, as authorized by this agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending during their non-working hours.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Water & Sewer District as a unit of government;
- L. To effectively manage the work force; and,
- M. To take actions necessary to carry out the mission of the Employer as a government unit.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

## **ARTICLE 8** **WORK RULES**

**Section 1.** The parties recognize that it is the philosophy of the Employer that, to the extent reasonable, bargaining unit employees will be put on notice in writing and in advance of the work-related conduct expected of them by the Employer and their fellow workers. Therefore, the Employer shall promulgate written work-related rules.

**Section 2.** Except in emergency situations, copies of newly established written work rules or amendments to existing work rules will be furnished to the steward or his designee of the Union at least one (1) week prior to the effective date. Should any work rules conflict with the specific provisions of this agreement, such rules shall be invalid to the extent of this conflict.

**Section 3.** It is the Employer's intention that work rules are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. Of course, any member against whom such rules are enforced may challenge the application of the rule through the grievance procedure.

**Section 4.** It is understood that the Employer has the statutory authority to promulgate work related rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Such matters, whenever reasonable, will be reduced to writing and made available to all affected employees.

**Section 5.** All new bargaining unit employees for the duration of this agreement shall be supplied by the Employer with a personal copy of work related rules.

## **ARTICLE 9** **CORRECTIVE ACTION**

**Section 1.** No employee shall for disciplinary reasons be suspended, discharged or reprimanded except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.

**Section 2.** Disciplinary action on measures shall include only the following:

- A. Documented Verbal Warning;
- B. Written reprimand;
- C. Suspension;
- D. Discharge.

If the Employer has reason to discipline an employee, it shall be done in a private, businesslike manner in order to avoid embarrassing the employee before other employees or the public.

An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting may have his Union steward attend with him.

**Section 3.** When any disciplinary action more severe than a written reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee and the steward in writing of the specific reason(s) for such action. Whenever an employee's action may result in a suspension/discharge, the Employer will notify the AFSCME regional office.

**Section 4.**

- A. Except in extreme instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with this agreement.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 5.** Whenever the Director/designee determines that an employee may be disciplined for cause resulting in a suspension, reduction, or termination, a meeting will be held to give the employee an opportunity to offer an explanation of the alleged conduct. The Director shall normally conduct the meeting; however, in the event the Director is unavailable, the Director shall determine the individual who will conduct the meeting. Those attending the meeting will include the affected employee, the Union steward, when requested or when appropriate, and the affected employee's immediate supervisor.

The individual conducting the meeting will present the charges regarding the incident and allow those in attendance to respond. The affected employee shall be given the opportunity to be the first respondent.

The purpose of this meeting is to compile all relevant facts relating to the incident that warranted such meeting.

After the conclusion of the meeting, the individual who conducted the meeting shall meet with the Director to advise him of the information received and discussed.

The Director shall decide and impose whatever disciplinary action is appropriate.

**Section 6.** Records of disciplinary action shall cease to have force and effect or to be considered in future discipline matters according to the following schedule after their effective date, providing there are no disciplinary actions for similar offenses taken during that time period.

VERBAL	12 months
WRITTEN REPRIMANDS	12 months
SUSPENSION OF ANY DURATION	18 months

**Section 7.** If a bargaining unit member disagrees with disciplinary action taken, he may appeal the action through the grievance procedure.

**Section 8.** An employee shall be given a copy of any discipline taken against him, with a copy entered into his personnel file. The employee shall be required to sign an acknowledgment of receipt of such disciplinary action prior to it being placed in his personnel file.

**Section 9.** If the Director, or his designee or supervisor, determines that the employee's continued presence in the work place prior to the predisciplinary meeting poses a danger to

persons or property or a threat of disrupting operations, he may send an employee home with pay pending such predisciplinary hearing.

## **ARTICLE 10**

### **VACANCY, PROMOTIONS AND TRANSFER**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, other than the original appointments for eligible lists, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five work (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the qualifications for the job.

**Section 3.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for a period not to exceed sixty (60) days, pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 4.** All timely-filed applications shall be reviewed considering the following criteria: qualifications, work record, and seniority. The applicant who ranks highest shall be selected.

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

## **ARTICLE 11**

### **LEAVES AND LEAVES OF ABSENCE**

**Section 1. Leave Without Pay.** Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Separation Leave**

A physically incapacitated employee, including pregnancy, may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

- (a) hospitalized or institutionalized;
- (b) on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
- (c) is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer. The Employer may require an

employee to be examined by a licensed physician of their choice to ascertain disability. Cost of such examination shall be borne by the Employer. If there is a dispute between the determinations made by the Employer's physician and the employee's physician, a third physician will be selected by the Union and the Employer to settle the dispute. The costs of a third physician shall be shared equally by the Union and the Employer. The decision by the third physician will be final and binding on both parties.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the District's Board by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

D. Authorization for Leave

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

E. Sick Leave Credit and Vacation Credit During Leave

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

F. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

G. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for justifiable cause, within the various maximum time limits established under this article.

H. Insurance Premiums During Leaves

Where an employee has requested and been granted a disability separation leave, maternity leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit program for a period of ninety (90) calendar days from the date of approval of the leave. The employee may make arrangements with the Employer for the payment of the insurance premiums. The employee is responsible for all premium payments made thereafter. For an employee on a leave of absence due to an approved workmens' compensation injury/claim, the Employer shall pay the health care coverage premium for the period specified in the Employer's policy in effect at the time of the claim.

I. Family And Medical Leave

An employee may be granted family and medical leave in accordance with the Employer/County policy in effect at the time such leave is requested or designated.

**Section 2. Leaves With Pay.** Employees may be granted the following types of paid leave of absence:

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for workers' compensation, unemployment compensation, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

B. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the state and federal militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

**ARTICLE 12**  
**UNION LEAVE**

**Section 1.** Duly elected Union delegates or alternates to the AFSCME International Conventions or Executive Board meetings who are in the bargaining unit may be granted time off without pay for the purpose of participating in such conventions, not to exceed two (2) employees or a total of five (5) days in any calendar year. In addition, any employee who might be elected to the State Executive Board of the Union may receive time off to attend scheduled meeting of the Union's Executive Board, provided it does not interfere with the operations of the Employer, not to exceed one (1) employee or a total of five (5) days per calendar year.

The Union shall give the Employer at least one (1) month's written notice of the employees who will be attending such function.

**ARTICLE 13**  
**HOURS AND OVERTIME**

**Section 1.** The work week for all regular full-time bargaining unit members will consist of forty (40) hours of scheduled work, exclusive of time allotted for meals, during the period starting at 12:01 a.m. Sunday to 12:00 midnight Saturday, except where different hours are necessary to meet operational requirements. The Employer shall reserve the right, as operation needs and conditions require, to establish and/or change work scheduling as dictated by the needs of the Employer. When the Director establishes a new permanent work schedule or shift, employees within the effected classification and garage may exercise shift preference by seniority.

**Section 2.** Overtime work shall be distributed as equally as practicable among qualified employees in the same garage. Qualified employees, for purposes of this article, shall mean primarily employees able to perform the work assignment. When originally established overtime distribution will begin with the most senior qualified employee and continue in order of

descending seniority. After the initial implementation, overtime work will be offered on a rotating basis within each classification within each garage.

**Section 3.** An overtime roster, containing a record of each employee and the date of overtime worked, shall be maintained by the supervisor. This roster will be updated weekly and will be posted in a conspicuous manner in the applicable work section. For purposes of this roster, employees will be credited as having worked if they refuse or are not available. Persons on leaves of absence shall be credited as having worked should an opportunity occur during their absence. Persons who do not wish to participate in overtime are to notify their Superintendent, who will drop their name from the rotation list until further notice.

**Section 4.** Employees new to a given classification shall be placed at the end of the current rotation sequence within the classification.

**Section 5.** Overtime opportunities will be offered to employees holding the required classification before said overtime is offered outside the classification, first to other full-time employees by garage.

**Section 6.** All bargaining unit employees will be paid time and one-half for all hours worked in excess of forty (40) hours per week. Paid vacations, holidays and sick leave are considered as hours worked within the meaning of the overtime provisions and do count in tabulating total hours.

## **ARTICLE 14**

### **TEMPORARY ASSIGNMENT AND PAY**

**Section 1.** The Employer may temporarily assign employees to other classifications within the unit based on the needs of the department in instances such as absenteeism, replacement for short term leaves of absences, and short term need for additional manpower. Employees so appointed to a higher classification will receive the rate of pay for the higher classification and shall be paid for all hours worked in that classification in excess of one (1) hour. Those assigned a lower classification will receive no less than their normal rate for all hours assigned.

Temporary assignments made to fill vacancies pending the permanent filling of such vacancies will not normally exceed one (1) thirty (30) day term. Extensions may only be made based on unavailability of qualified applicants.

Temporary assignments replacing persons on long term leaves of absence (thirty [30] days or more) may continue until thirty (30) days beyond expiration of said leave pending the decision to permanently replace the severed employee.

For the assignment of the crew leader duties only, the Employer shall post, for a period of two (2) working days, a notice of such temporary assignment. Employees who are interested in assuming the duties of a crew leader may sign the notice. The Director shall determine the best qualified individual who signs the notice and shall be assigned the duties of the crew leader. The

employee who is selected shall receive an additional twenty-five cents (\$.25) per hour payment for all hours worked/paid as a crew leader.

## **ARTICLE 15** **PROBATION PERIODS**

**Section 1.** Every newly hired employee 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 Employer and shall continue for a period of one hundred and twenty (120) work days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

## **ARTICLE 16** **SENIORITY**

**Section 1.** "Bargaining unit seniority" shall be defined as an employee's uninterrupted length of continuous service with the Employer. An employee's seniority shall be terminated when one (1) or more of the following occur:

- A. he resigns;
- B. he is discharged for just cause;
- C. he is laid off for a period of time exceeding eighteen (18) months;
- D. he retires;
- E. he fails to report for work for more than three (3) working days without having giving the Employer advance notice of his pending absence unless he is physically unable to do so as certified;
- F. he refuses to recall or fails to report to work within five (5) working days from the date the Employer sends him a recall notice;
- G. he bids out of a bargaining unit position and works in a position that is exempt from the bargaining units.

**Section 2.** The Employer shall provide the Union with a current seniority list on an annual basis.

**Section 3.** An approved leave of absence does not constitute a break in service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

## **ARTICLE 17** **LAYOFF AND RECALL**

**Section 1.** If the Employer determines that a reduction in force is necessary, such determination shall be based on a lack of funds and/or a lack of work.

**Section 2.** The Employer agrees to notify the Union at least fourteen (14) days in advance of a pending layoff and agrees to meet and confer with Union representatives regarding the situation.

**Section 3.** In order to accomplish a reduction in force, the Employer shall first determine which classification(s) are to be reduced and the number of employees in each classification to be laid off. Secondly, the Employer shall layoff any intermittent, seasonal or part-time employees in the effected classification before laying off any full-time bargaining unit employees.

**Section 4.** If it should become necessary to layoff full-time bargaining unit employees, the Employer shall layoff the employee(s) with the least agency seniority within the affected classification(s). These employees shall be notified of the layoff fourteen (14) days in advance in writing. This written notice shall include the reason for the layoff, the effective date of the layoff, the option to exercise displacement rights, and a statement that the employee is responsible for maintaining a current address with the Employer.

**Section 5.** Laid off employees and employees displaced as a result of a layoff who have the right to displace shall exercise their displacement rights in the following order:

1. Displacement within the series. An employee who is to be laid off or displaced as a result of a layoff may displace the employee with the least agency seniority in the next lower and then successively lower classifications in the series. This process shall continue, if necessary until the employee with the least agency seniority in the lowest classification of the series has been laid off.
2. Following exhaustion of options in the class series, displacement to the classification previously held may be exercised. An employee who is to be laid off or who is displaced as a result of a layoff shall have the right to displace the employee with the least agency seniority in the classification the laid off or displaced employee successfully held up to five (5) years prior to the effective date of layoff.

**Section 6.** Recall shall be made in reverse order of layoff to affected classifications. Employees laid off will retain recall rights for eighteen (18) months following the date of layoff. The Employer will rely upon the last address and telephone number furnished by the employee. Failure of the employee to respond within ten (10) days of mailing of notice of recall by certified mail will be considered voluntary resignation.

**Section 7.** Laid off employees may bid on any job vacancy posted within the agency. If accepted to an equal or higher paying classification, the employee shall forfeit recall rights to the lower paying positions.

**Section 8.** The Employer shall not hire, promote, or transfer into bargaining unit classifications series in which employees are laid off.

## **ARTICLE 18** **HEALTH AND SAFETY**

**Section 1.** A joint Union-Employer Health and Safety Committee shall be established upon the written request of the Union. The Union stewards shall also be representatives to serve on the Committee. The Union representative serving on the Committee will receive his or her regular pay rate for time spent in the meetings if held during his or her regularly scheduled hours of employment on the day of the meeting.

**Section 2.** Adequate first aid equipment and training shall be provided at appropriate locations. Employees shall be informed by the Employer as to who will administer first aid. The Employer agrees to fully equip all first aid kits within thirty (30) calendar days after the signing of this agreement. Any unauthorized removal of first aid supplies from the Employer's premises will result in disciplinary action commensurate with the value of the supplies.

**Section 3.** The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

**Section 4.** Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon submitting to the Employer a signed written consent form from the employee who is the subject of the record.

## **ARTICLE 19** **BULLETIN BOARD**

**Section 1.** Employees shall be provided bulletin board space for use by the Union to enable its members to see notices posted when reporting to or leaving their work stations. All Union notices shall be posted by the Local Union President during non-work time.

Union notices related to the following matters may be posted without the necessity of receiving prior approval of the Employer.

A. Union social and recreation events.

- B. Union elections and results of same.
- C. Union meetings, biannual conference and special meetings.

Any use not specified in this section will be subject to the prior approval of the Employer.

## **ARTICLE 20**

### **PERSONNEL FILES**

**Section 1.** It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer. However, to the extent that any records, papers or other documents covering bargaining unit employees are not legitimately considered unavailable to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employee's Union representative will be granted access to the employee's personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

**Section 2.** If any employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Employer or his designee explaining the alleged inaccuracy. If, upon investigation, the Employer or his designee sustains the employee's allegation, he shall remove the inaccurate material from the personnel file or correct the inaccuracy. If such material is not inaccurate, but the employee feels that clarification of circumstances surrounding the writing of such material is necessary, the employee may submit to the Employer or his representative a written clarifying or explanatory memorandum. The Employer or his designee will arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

**Section 3.** A bargaining unit employee will be provided a copy of any new material placed in his personnel file after the effective date of this agreement, which is not legitimately excluded from review by the employee.

## **ARTICLE 21**

### **NON-DISCRIMINATION**

**Section 1.** No person or persons or agencies responsible to the Employer, nor the Union and its officers, shall discriminate for or against any employee on the basis of race, color, national origin, sex, marital status, age, political affiliation, military status, genetic information, disability, or membership or non-membership in the Union.

**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 employees.

**Section 3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 4.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## **ARTICLE 22**

### **NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees to the essential nature of services provided by its members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

**Section 2.** The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 of this article.

**Section 3.** Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## **ARTICLE 23**

### **JOB DESCRIPTION**

**Section 1.** The Employer shall furnish the Union with copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description before the job description is put into effect.

The Employer shall provide a job description to every employee who is hired, transferred or promoted into a classification.

## **ARTICLE 24**

### **WORK WEEK SELECTION**

**Section 1.** Once per term of the agreement, the Employer shall allow all employees a "Work Week Selection" based on qualifications (as determined by the Employer) and seniority (as defined by the contract).

Such selection will take place within the first ninety (90) days of the contract.

**ARTICLE 25**  
**SICK LEAVE**

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

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

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

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

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

- A. Illness or injury of the employee or immediate family where the employee's presence is required and substantiated;
- B. Death of a member of the employee's immediate family;
- C. Medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease and, due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and,
- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 6.** Up to five (5) days of paid leave (three [3] days paid leave, two [2] days paid and charged against sick leave) may be granted to the employee in the event of the death of any following immediate family:

Spouse, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or other person standing in loco parentis (in place of a parent).

Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

**Section 7.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 8.** When an employee is unable to work, he/she shall notify the supervisor or other designated person no less than one-half (1/2) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 9.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

**Section 10.** If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Further, a statement from a licensed physician or psychologist shall be required to substantiate the use of sick leave for any medical appointment during an employee's work hours. Such physician's statement may be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

**Section 11.** The Employer may require that the employee submit to an examination by a licensed physician or psychologist. The Employer shall choose the examiner. If the results of such examination are disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his own examination by the doctor of his choosing. If the two diagnoses are in conflict, there shall be a third examination by a practitioner selected jointly by the Employer's doctor and the employee's doctor. The Employer and employee shall divide the costs associated with the third doctor's evaluation.

**Section 12.** Whenever an employee uses more than sixty-four (64) hours of unexcused and/or non-documented sick leave in a calendar year, any or all additional unexcused and/or non-documented sick leave may result in disciplinary action. An employee who has accumulated sick leave to cover the absence will be entitled to use that sick leave and be compensated; however, if the employee has no sick leave available, the absence will result in a loss of pay. Employees will not be allowed to use vacation leave in lieu of sick leave at this point.

For purposes of this section, examples of acceptable medical documentation may include physician's statements signed by physician, dentist, or optician, proof of death in the immediate family, emergency room or hospital care verification.

The Employer and the Union agree that should an employee have a pre-scheduled medical, dental, or optical examination/treatment scheduled that would affect the employee's work hours (regular or overtime), such employee shall advise his immediate supervisor, in writing, as soon as practical of such appointment. It is agreed that a minimum of three (3) calendar days advance notice shall be given. Should the three (3) day advance notice not be provided, absent factors beyond the control of the employee, a signed statement from the attending medical physician shall be required, verifying such appointment.

**Section 13.** The parties agree that any employee who is off work due to work-related illness or injury will provide all medical documentation to the Employer in a timely manner. It is also agreed that employees off work because of their workers' compensation cases will contact the Employer by phone every thirty (30) calendar days to inform the Employer of their medical status. Employees who have been given a tentative release date by their physician and fail to return to work on that day must contact the Employer immediately (i.e., the same day) as to when they will be expected to return to work. This information must be verified by a physician's statement and submitted to the Employer no later than seventy-two (72) hours after the original release date.

## **ARTICLE 26**

### **CONVERSION OF UNUSED SICK LEAVE**

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

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

**ARTICLE 27**  
**HOLIDAY**

**Section 1.** All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays.

- New Year's Day (first of January)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (thirtieth day of May)
- Independence Day (fourth day of July)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (eleventh day of November)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Day before Christmas (twenty-fourth of December)
- Christmas Day (twenty-fifth day of December)

**Section 2.** If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1-1/2) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay.

**Section 3.** During each year of the contract, employees will be provided one (1) paid personal day off to be taken during the pendency of that contract year. Employees requesting to use their personal day must submit their request to their immediate supervisor at least forty-eight (48) hours prior to commencement of such leave. Absent scheduling or workload needs, personal leave requests shall not be unreasonably denied. Requests for the same day off by two (2) or more employees may be waived at the discretion of the Employer.

**ARTICLE 28**  
**VACATIONS**

**Section 1. Vacation Crediting.** All full-time employees will be entitled to vacation leave with pay as follows:

<b><u>Years of Service</u></b>	<b><u>Bi-Weekly Rate</u></b>	<b><u>Annual Rate</u></b>
After one year	3.1 hours	80 hours - 2 weeks
Five or more years	4.6 hours	120 hours - 3 weeks
Ten or more years	6.2 hours	160 hours - 4 weeks
Fifteen or more years	7.7 hours	200 hours - 5 weeks

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

**Section 2. Vacation Usage.** During the vacation scheduling period, described in Section 4 herein, each employee entitled to vacation will schedule at least one (1) week but no more than two (2) weeks of five (5) or ten (10) days of vacation on consecutive days. For purposes of this section, one (1) week vacation period shall be defined as Monday through Friday, except those weeks where a recognized holiday falls. After the initial rotation/ schedule has been completed by all bargaining unit employees, the balance of vacation leave shall be scheduled in accordance with seniority.

An employee shall have the right to take vacations according to his/her seniority, subject to the scheduling requirements of the Department and in accordance with the selection procedure of Sections 3 and 4 of this article.

**Section 3. Non-Prescheduled Vacations.** Normally, an employee requesting a one (1) day non-prescheduled vacation must submit his request to his immediate supervisor at least five (5) work days prior to the commencement of such leave. Any request of a vacation of more than one (1) day must be submitted five (5) work days prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

**Section 4. Vacation Scheduling.** The order of granting vacation leave shall be by seniority. For purposes of vacation scheduling and the granting thereof, the Department shall be divided into two (2) units. No more than one (1) employee per unit shall be granted vacation leave during the same time period, where at the sole discretion of the Director, one (1) additional employee may be granted a similar time period.

**Unit #1 (Water)**

General Foreman Water Dist.  
Water Distribution Foreman  
Waterline Maintenance Worker  
Equipment Operator  
Mechanic

**Unit #2 (Wastewater)**

Laborer/Truck Driver  
General Foreman  
Wastewater Treatment Plant Operator  
Wastewater Maintenance Worker

In order to be granted seniority preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor by February 15 of each calendar year. A vacation schedule shall be posted by March 1st of each year. Once posted, the schedule shall not change except by mutual agreement between the Employer and the employee. All vacation requests submitted after that date shall be considered on a first-come, first-served basis.

**Section 5. Vacation Accumulation.** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, not to exceed eight (8) weeks accumulation.

**Section 6. Recall to Duty.** Employees on vacation may be recalled to duty only for true emergency situations.

**Section 7. Holidays Occurring During Vacation.** Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

**Section 8. Separation Pay.** Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation as described in Section 5 herein. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

**ARTICLE 29**  
**STAND BY PAY**

**Section 1.** The Employer shall not require bargaining unit employees to be on stand by; however, the bargaining unit employees will make a good faith effort to inform the Employer where they can be reached in case of emergency.

**ARTICLE 30**  
**OPERS PICK UP**

**Section 1.** The Commissioners shall apply for the OPERS pick up plan as soon as possible, pending the approval of the IRS, the OPERS, and the County Auditor.

**ARTICLE 31**  
**CALL OUT PAY**

**Section 1.** Any employee called out to work for a period of time that does not coincide with the beginning or ending of a shift for which he or she is regularly scheduled shall be paid a minimum of four (4) hours pay, at the premium rate of pay.

The Employer and the Union agree the following shall apply with regards to weekend and holiday duty.

**Section 2.** For purposes of this article, the weekend shall begin at 3:30 p.m. Friday and shall end at 7:00 a.m. Monday.

Holidays, for purposes of this article, shall be defined as a day that is contiguous to the weekend, i.e., Friday and/or Monday.

**Section 3.** Whenever an employee is required to respond to a callout, he will be paid a minimum of three (3) hours pay. This shall apply to each callout that occurs on any of the day(s) noted in Section 2 herein. Upon the completion of the first callout, the employee may drive the county vehicle back to his residence.

All employees in stand-by status shall be compensated at the rate of seventy-five dollars (\$75.00) for the period described in Section 2 herein, with an additional twenty-five dollars (\$25.00) for any recognized holiday as described in Section 2 herein.

**Section 4.** Weekend duties shall be rotated among non-clerical duties.

It is understood and agreed that an employee participating in weekend duty shall remain on duty for the period of 3:30 p.m. Friday –7:00 a.m. Monday. Should an employee desire to trade such duty, as described in Section 5 herein, such trade shall be the hours described herein and/or actual time or a portion thereof.

**Section 5.** An employee who is scheduled for a specific weekend duty may trade or exchange with another employee. It is understood and agreed that it is the sole responsibility of the employee who is scheduled to work to secure a replacement. Further, the employee who is scheduled to work and the replacement employee shall complete, sign, and submit a written notice to their immediate supervisor prior to the applicable weekend duty.

## **ARTICLE 32** **INSURANCE**

**Section 1.** The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deductions. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees. In the event there is a modification/change in the amount of the employee contribution, the Employer shall provide the Union/employee with at least thirty (30) calendar days advance notice of such modifications/change.

**Section 3.** A bargaining unit employee who attends a health care committee meeting scheduled during his normal work hours shall suffer no loss of straight time pay for such participation. Attendance at such meeting(s) shall not be unreasonably denied.

## **ARTICLE 33** **WAGES**

### **Section 1.**

- A. Effective October 1, 2011, the hourly wage rates for all bargaining unit classifications shall be increased by one and one-half percent (1.5%).
- B. Effective October 1, 2012, the hourly wage rates for all bargaining unit classifications shall be increased by one percent (1%).

- C. Effective October 1, 2013, the hourly wage rates for all bargaining unit classifications shall be increased by one percent (1%).
- D. A bargaining unit employee for whom the Employer has approved the processing of a "back flow certification" will receive a twenty-five cent (\$.25) stipend added to his hourly rate of pay.

**Section 2.** Effective upon the execution of the agreement, full-time bargaining unit employees who have completed five (5) years of service with the Employer shall be eligible to receive longevity pay based on the following schedule:

After five (5) years of service - one hundred and twenty five dollars (\$125.00)

Except as noted herein, upon the completion of each full year of service thereafter, an additional twenty-five dollars (\$25.00) for each full year completed. An employee whose employment is terminated at any time during the calendar year shall have that year's longevity payment prorated based on each full month of service. Such longevity payment shall be paid in a one (1) time lump sum payment in December of each year. Longevity payments shall not exceed a maximum of seven hundred and fifty dollars (\$750.00) for thirty (30) years of service with the Employer.

**Section 3.** Bargaining unit employees hired on or after October 1, 2002, shall be paid in accordance with Appendix B.

**Section 4.** New employees hired after the execution of this agreement and hired into the Treatment Plant Operator and Water Maintenance Worker classifications shall either hold a Class I license or be required to obtain a Class I license within eighteen (18) months following the date of hire. This time period may be extended at the sole discretion of the Employer up to an additional six (6) months. Failure to obtain said license shall be considered as just cause for termination, at the sole discretion of the Employer.

## **ARTICLE 34**

### **EDUCATION INCENTIVE**

**Section 1.** The Employer shall pay for schooling for one (1) employee from the water treatment plant operator classification and one (1) employee from the water maintenance worker classification per year to obtain licensing from the State of Ohio. A written application must be made to the Employer indicating an interest in attending such school. Should more than one (1) employee apply, seniority shall be the determining factor. Any relief provided to such employees attending school shall be with pay if the schooling is during a regular scheduled work day. Upon obtaining licensing and certification, the employee shall immediately receive the following payment(s) to be added to their hourly rate of pay as provided in Article 33, Wages:

Class I License - \$.75 per hour  
Class II License - additional \$.75 per hour  
Class III License - additional \$.75 per hour

The Employer agrees to post on the Union bulletin board notices of training opportunities when such notice becomes known to the Employer.

**ARTICLE 35**  
**WAIVER IN CASE OF EMERGENCY**

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

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

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

**ARTICLE 36**  
**SEVERABILITY**

**Section 1.** Should any part of this agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree to meet and negotiate an alternative provision within thirty (30) days of the action.

**ARTICLE 37**  
**SCOPE OF CONTRACT**

**Section 1.** This contract, unless expressly stated to the contrary, it is mutually agreed, supersedes and cancels all other written contracts. This contract constitutes the complete and entire understanding and agreement between the parties, the Employer and the Union, and concludes collective bargaining (except as provided for in the grievance procedure) for the term of this contract.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make its demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the contract and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this document.

**Section 3.** Therefore, unless mutually agreed otherwise, the Employer and the Union for the duration of this contract, each voluntarily and unqualifiedly waives the right, and each agrees that

the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this contract, or with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## **ARTICLE 38** **MISCELLANEOUS**

**Section 1. Meal Allowance.** A meal allowance for overtime work shall equal one-half (1/2) hour's pay. Such meal allowances shall be furnished as follows:

- A. After completion of twelve (12) consecutive hours of work, the employee shall receive an additional one-half (1/2) hour's straight time pay. After the completion of sixteen (16) consecutive hours of work, the employee shall receive an additional one-half (1/2) hour's straight time pay. Any additional payment for hours worked after sixteen (16) hours shall be at the discretion of the Employer.
- B. It is agreed that in case of an emergency, one (1) employee will be excused to make any food purchase.

**Section 2. Uniforms.** For other than office personnel, the Employer will provide four (4) uniforms, consisting of four (4) shirts and four (4) pairs of pants, one (1) pair of work boots (as needed at a maximum cost of \$175.00 per pair), and a pair of coveralls per year.

Once issued, the employee shall be required to wear such uniforms in the performance of his job duties.

Out jackets will be replaced on an as-needed basis, where over two (2) years old. Insulated coveralls shall be provided on an as-needed basis as determined by the Director.

Those employees who have the required number of uniforms will have the option of, with the approval of the Employer, "trading off" their yearly allotment for additional coveralls, pants, or shirts. This trade off will be allowed only if the employees have properly maintained their uniforms and the other requested items are within the allotted budget for uniforms.

To be eligible for the "trade off" described herein, an employee shall verify to the Superintendent that said employee possesses a proper number of complete and acceptable uniforms.

The employees will be responsible for the laundry and maintenance of the uniforms and wear them during all working hours.

Employees shall be required to report to work in a neat and reasonable, respectable appearance concerning uniforms.

The employee will be responsible for the laundry and maintenance of the uniforms and wear them during all working hours.

**Section 3. Mileage Allowance.** Where a bargaining unit employee is requested by the Employer or designee to utilize his own vehicle on County business, he will be reimbursed at the then current IRS rate in effect for all miles driven.

**Section 4. Safety Glasses.** The Employer shall reimburse a bargaining unit employee the cost of his standard prescription safety glasses. This reimbursement shall be limited to one hundred fifty dollars (\$150.00) per employee per pair of safety glasses, with such reimbursement being made once every two (2) years. Employees shall submit receipts to the Director/designee. Upon the approval of the Director, the employee shall receive payment for these glasses in accordance with the Jefferson County Auditor's policy.

### **ARTICLE 39 TRAINING PROGRAM**

**Section 1.** The Director agrees to establish a training program to allow employees the opportunity to become familiar with the various types of equipment used by the Department.

Employees who wish to take part in such training shall submit their request to their immediate supervisor within thirty (30) calendar days following the execution of this agreement. Thereafter, an employee shall submit his request during the ten (10) work day period prior to the anniversary date of the agreement.

The Employer shall be obligated to provide training to only those employees who request such training. Further, such requests shall obligate the individual employee to accept such training assignment until the ten (10) work day sign up period as described herein.

**Section 2.** Nothing contained herein shall obligate the Employer to create work to provide such training. When training opportunities arise, as determined by the Employer, and there are two (2) or more employees signed up, the senior employee(s) shall be the first one offered the opportunity. Training opportunities shall be made available to all employees as equally as practicable. Employees shall continue to receive their normal hourly rate of pay during such training period.

### **ARTICLE 40 TUITION REIMBURSEMENT**

**Section 1.** The Employer will reimburse a clerical employee the cost, not to exceed four hundred dollars and fifty dollars (\$450.00) per contract year, for educational courses that are job-related and for which prior approval has been granted by the Director. Employees must meet the following requirements to be eligible for such reimbursement:

1. Be a full-time employee;

2. Complete one (1) year of service with the Jefferson County Water & Sewer District;
3. Receive prior approval of the course from the Director;
4. The Director may limit the number of employees who may participate in the program during similar time periods;
5. Must successfully complete the course with a "C" grade or equivalent or better.

It is understood the employee will be required to pay for the course at registration, unless otherwise mutually agreed upon between the employee, the Union, and the Director. Upon the successful completion ("C" or equivalent or better), the employee shall submit to the Director verifiable documentation such as proof of payment and grade average.

**Section 2.** Eligible bargaining unit employees who successfully complete the educational programs listed in Appendix A shall be compensated in accordance with the following schedule:

Employees who successfully complete each semester (with a "C" grade point average or better) shall earn an additional twenty-five cents (\$.25) per hour. Upon successful completion of each semester thereafter, an additional twenty-five cents (\$.25) per hour shall be added to a maximum of one dollar (\$1.00) per hour as an educational incentive.

**Section 3.** For an individual who was employed as of 11/1/99 who has previously completed coursework in any of the programs mentioned in Appendix A, the parties agree to let the facility determine how many semesters/credits the employee already has accumulated toward the certificate and/or degree as described in Appendix A.

## **ARTICLE 41**

### **PEOPLE DEDUCTION**

The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card executed voluntarily and exclusively by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical lists of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and the fair share fee deductions.

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

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

## **ARTICLE 42** **SUBCONTRACTING**

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

Any subcontracting that is presently, historically, and/or legally mandated or required to be performed may continue and/or be completed for the duration of the agreement at the discretion of the Employer and in accordance with the applicable sections of Article 7, Management Rights. In the event the Employer determines subcontracting is necessary, no bargaining unit employee will be laid off as a result of said subcontracting.

## **ARTICLE 43** **SUCCESSOR**

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

**ARTICLE 44**  
**APPLICATION OF CIVIL SERVICE**

In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or the Administrative Code:

<u>Contract Article</u>	<u>Supercedes and/or Prevails Over</u>
Article 9, Corrective Action	ORC 124.34
Article 10, Vacancy, Promotions, and Transfers	ORC 124.27 – 124.32
Article 11, Leaves and Leaves of Absence	ORC 124.382; ORC 124.386; OAC 123: 1-34-01
Article 13, Hours & Overtime	ORC 4111.03
Article 14, Temporary Assignment and Pay	ORC 124.33
Article 15, Probation Periods	ORC 124.27; OAC 123: 1-19-01; 123-1-19-03; 123: 1-23-12; ORC 124.321 – 132.328
Article 16, Seniority	ORC 124.321 – 124.328
Article 17, Layoff & Recall	ORC 124.321 – 124.328; OAC 123: 1-41-01 – 123: 1-41-23
Article 21, Holidays	ORC 325.19
Article 25, Sick Leave	ORC 124.38 – 124.391; 124.396
Article 26, Sick Leave Conversion	124.391; OAC 123: 1-32-05; OAC 123: 1-32-07; OAC 123: 1- 32-08; OAC 123: 1-32-09; OAC 123: 1-32-10
Article 28, Vacations	ORC 325.19

**ARTICLE 45**  
**DURATION OF AGREEMENT**

- A. This agreement shall be effective October 1, 2011, and shall remain in full force and effect until September 30, 2014.
  
- B. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

Executed this 9<sup>th</sup> day of February 2012.

**FOR THE JEFFERSON COUNTY  
WATER & SEWER DISTRICT**

Shannan Gosbin  
Shannan Gosbin, Director

Dr. Thomas E. Graham  
Dr. Thomas E. Graham, Chairman  
Jefferson County Board of Commissioners

David C. Maple, Jr.  
David C. Maple, Jr., Commissioner  
Jefferson County Board of Commissioners

Thomas Gentile  
Thomas Gentile, Commissioner  
Jefferson County Board of Commissioners

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

**Approved As To Form:**

Jane Hanlin  
Jane Hanlin  
Jefferson County Prosecutor

**FOR THE AFSCME, OHIO COUNCIL  
8, LOCAL 673**

Darren Corrigan  
Darren Corrigan

Ken Bradley, Jr.  
Ken Bradley, Jr.

Jaladah Aslam  
Jaladah Aslam, Staff Representative 2/13/12

## APPENDIX A

For purposes of Article 40, the following shall be interpreted as the educational programs as described in Section:

Computer Information Systems - Certificate

Office Secretarial - Certificate

Word Processing - Certificate

Computer Service - A+ Certificate

Accounting - Associate's Degree

Computer Information System - Associate's Degree

and available at Jefferson Community College, or at another educational facility within a fifty (50) mile radius of the Department.

**APPENDIX B  
EMPLOYEES HIRED AFTER OCTOBER 1, 2002**

Classification	Effective 10/1/2011 (1.5)			Effective 10/1/2012 (1%)			Effective 10/1/2013 (1%)		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
WW TP Operator	16.37	16.92	17.18	16.53	17.09	17.36	16.70	17.26	17.53
WW Maintenance Worker	13.50	14.05	14.31	13.63	14.19	14.45	13.77	14.33	14.60
Laborer/Truck Driver	11.19	11.72	12.00	11.30	11.84	12.12	11.41	11.95	12.24
Water Distribution Foreman	16.37	16.92	17.18	16.53	17.10	17.35	16.70	17.27	17.52
Water Line Maintenance Worker	13.50	14.05	14.31	13.63	14.19	14.45	13.77	14.33	14.60
Equipment Operator	14.16	14.71	14.97	14.30	14.86	15.12	14.44	15.01	15.27
Mechanic	13.50	14.05	14.31	13.63	14.19	14.45	13.77	14.33	14.60
Laborer/Truck Driver	11.19	11.72	12.00	11.30	11.84	12.12	11.41	11.95	12.24
Customer Service Manager	14.89	15.44	15.70	15.04	15.59	15.86	15.19	15.75	16.02
Computer Programmer	13.21	13.75	14.03	13.34	13.89	14.17	13.47	14.03	14.31
Account Clerk II	12.10	12.65	12.92	12.22	12.78	13.05	12.34	12.91	13.18
Account Clerk I	11.66	12.21	12.47	11.78	12.33	12.60	11.90	12.45	12.73

**Incentive Payments**

Base Rate										
1.10/hr	Critical Skill	n/a	n/a	1.10	n/a	n/a	1.10	n/a	n/a	1.10
.50/hr	License	n/a	n/a	.50	n/a	n/a	.50	n/a	n/a	.50
*.25/hr	Education	n/a	n/a	.25	n/a	n/a	.25	n/a	n/a	.25
.25/hr	Crew Leader	n/a	n/a	.25	n/a	n/a	.25	n/a	n/a	.25

## LETTER OF UNDERSTANDING CRITICAL SKILLS

The parties agree the following shall apply with regards to the critical skills payment as provided under Appendix B of the agreement.

The classifications affected by the critical skills payment shall be:

Office Manager  
Computer Operator  
Waterline Maintenance (Meter Reader, Pumping System)  
Mechanic  
Wastewater Maintenance (Pumping System)

The critical skills noted in the Office Manager and Computer Operator include the skills and ability in Frey Software, Badger Meter Software, Crystal Reports Software, and other departmental software. The critical skills for the Waterline Maintenance (Meter Reader) include Badger Meter Software, Mini Mobile Interrogator, portable meter reader, troubleshooting, interfacing between customer and billing office, knowledge of customer routes and meter locations. The critical skills for the Mechanic include ability to possess ASE certification in general automobile and truck mechanical maintenance and repair; skills in the major repairs of gasoline and diesel powered vehicles, including electrical and hydraulics; skill in replacement/repair of body work on vehicles. Machinist and welding abilities; skills and ability to remove, repair, and replace parts and equipment utilized in water and wastewater distribution, including but not limited to, pump, lift stations, water storage areas.

Bargaining unit employees who are performing the full duties and responsibilities in the above-referenced classification on the execution date of this agreement shall be eligible for the critical skills payment.

The critical skills for the Waterline Maintenance Pumping System and the Wastewater Main Pumping System shall consist of the ability to change, maintain, and/or repair pumps, motors, coupling alignments, and system troubleshooting. Qualified employees shall receive the critical skills payment only when performing the above-referenced skills/duties.

The Employer and the Union agree that, during the ninety (90) calendar day period following the execution of the agreement, to meet and discuss any/all additional critical skills necessary to qualify employees for the critical skill(s) payment.

Bargaining unit employees who, upon completion of all required training, pursuant to Article 39, and when performing the full and complete duties in any of the above-referenced classifications, shall be eligible to receive the critical skills payment while performing such duties.

## MEMORANDUM OF UNDERSTANDING

The parties agree that any employee who is off work due to work-related illness or injury will provide all medical documentation to the Employer in a timely manner. It is also agreed that employees off work because of their workers' compensation cases will contact the Employer by phone every thirty (30) calendar days to inform the Employer of their medical status. Employees who have been given a tentative release date by their physician and fail to return to work on that day must contact the Employer immediately (i.e., the same day) as to when they will be expected to return to work. This information must be verified by a physician's statement and submitted to the Employer no later than seventy-two (72) hours after the original release date.