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**CONTRACT BY AND BETWEEN**

**THE**

**NORTHWESTERN WATER AND SEWER DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND**

**MUNICIPAL EMPLOYEES, AFL-CIO, OHIO COUNCIL 8,**

**LOCAL 1099, AFL-CIO**

**TERM: JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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## ARTICLE 1

### PREAMBLE

#### SECTION 1.

This Agreement entered into by the Northwestern Water and Sewer District, hereafter known as Employer, and the American Federation of State, County and Municipal Employees, Local #1099, Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and all other agreed upon conditions of employment.

## ARTICLE 2

### UNION RECOGNITION

#### SECTION 1.

The Employer hereby recognizes the Union (as named in Article #1) as the sole an exclusive bargaining agent for purposes of the establishment of wages, hours, benefits, and all terms and conditions of employment for the following;

#### Included

All Employees of the Northwestern Water and Sewer District including Engineering Technician/Computer Operator; Water & Sewer Technician I, II; Sanitary Treatment Lab Technician 1 and 2; Sanitary Treatment Maintenance Operator 1, 2, 3; Vehicle/Equipment Mechanic; Water and Sewer Maintenance Worker 1, 2, 3 and 4; Engineering Aide 1 2, and 3; Engineering Technician 1 and 2, Billing Technician 1,2 and 3; Customer Service Representative 1, 2 and 3; Dispatcher/inventoryClerk 1 and 2; Electronic Technician; Meter/Field Technician 1, 2 and 3; and Water Quality Field Technician 1, 2 and 3; STMO Pump Station Maintenance Worker 1, 2, 3 and 4; Shift Operator.

#### Excluded

All management level Employees, professional Employees, students, guards and supervisors as defined in the Act, all seasonal and casual Employees as defined by the State Employment Relations Board.

Management reserves the right to convert the Water and Sewer Maintenance

Worker 4 and STMO Pump Station Maintenance Worker 4 positions to non-bargaining supervisory positions.

## SECTION 2.

### Dues Deduction

It is understood and agreed between the Employer and the Union that the Employer will deduct unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all Employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues and initiation fees are due the Union. The Employer further agrees to remit to the Controller of Ohio Council 8, AFSCME, 6800 N. High Street, Worthington, OH 43085, (614) 841-1918, before the last working day of each month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the Employees covered by this Agreement.

It is also agreed that neither the Union nor any Employees 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) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made.

The Union will provide the Employer a letter of any changes of certified Union dues or fair share fees thirty (30) days prior to the effective date of any changes.

It is further agreed that the Union shall indemnify and hold harmless the Employer from any legal actions between a member of the Union and the Union regarding dues deductions under this Section. It is agreed that the Union understands that these Union dues, initiation fees, and other uniform assessments shall be collected within the capability of the District, to perform said function.

## SECTION 3.

In the event a dispute arises concerning a new position being in the bargaining unit, the parties shall submit said disputed new positions to State Employment Relations Board for their determination as to whether the position is in or out of the bargaining unit.

In the event a new job is established by the Employer, the parties shall meet to determine if said new position is in the bargaining unit.

The parties shall also establish by negotiations, the proper rates of pay and conditions of employment for any new established position.

### ARTICLE 3

#### PROBATIONARY PERIOD

##### SECTION 1.

All newly hired Employees shall serve a probationary period of one hundred and eighty (180) days.

##### SECTION 2.

Promoted Employees shall serve a probationary period of ninety (90) days.

### ARTICLE 4

#### LABOR-MANAGEMENT MEETINGS

##### SECTION 1.

In the event either party wishes to disseminate information to the other party, a labor-management meeting may be mutually scheduled as needed.

The parties shall determine who shall represent them individually at any labor-management meeting.

The Union shall have the right to have up to two (2) individual members/officers from each work unit, of the office personnel and the field service employees for each of these meetings plus one (1) individual from Ohio Council #8, AFSCME, AFL-CIO. However, the Union shall only have representation related to the day's agenda.

The Employer shall have up to six (6) individuals for each of these meetings.

The parties shall exchange written agendas five (5) days in advance of any LMC meeting unless by mutual agreement.

## ARTICLE 5

### ACCREDITED REPRESENTATIVE

#### SECTION 1.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, and Local Union Representatives shall have access to the premises of the Employer at reasonable times to conduct Union business relative to matters involving its membership. The Union Representatives agree that such visitations shall not disrupt the normal operations.

#### SECTION 2.

Local Union Representatives will inform their supervisors, prior to conducting Union activities.

## ARTICLE 6

### BULLETIN BOARDS

#### SECTION 1.

The Employer shall provide bulletin boards for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.

The President of the Union shall give authorization to people in the Union for purposes of posting proper materials thereon. There shall be appropriate bulletin boards located at agreed upon exact locations to be jointly determined at each site.

#### SECTION 2.

The Union agrees there will be no posting of:

- A. Attacks on elected officials, administrative personnel, or nonunion Employees.
- B. Scandalous, scurrilous, or derogatory attacks upon the union members, union, or the administration.

SECTION 3.

The Union agrees to remove any unauthorized material from the Union bulletin boards in the event same is necessary.

ARTICLE 7

REVIEW OF PERSONNEL FOLDER

SECTION 1.

Members of the Bargaining Unit shall be allowed to review their personnel folders at any reasonable time upon written request to the Employer. Said file to be reviewed in the office, with the Employer or a management representative =present. If a member, upon examining his personnel folder, has reason to believe that there are inaccuracies in these documents to which he has access, the member may file a grievance to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegation, they shall remove and destroy the material in the presence of the Employee and the Union.

SECTION 2.

Supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

SECTION 3.

The Union will in no way hinder or interfere with any State or Federal regulations regarding an Employee's folder. However, the Union may view an Employee's personnel folder upon written authorization from said Employee, authorizing the viewing of same.

ARTICLE 8

MANAGEMENT RIGHTS

SECTION 1.

The Union recognizes that except as specifically limited by the expressed provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain Employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer of the unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

## SECTION 2.

All other managerial rights not expressly restricted by this contract are retained by management. If either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after a reasonable period of negotiations.

## ARTICLE 9

### NO STRIKE/NO LOCK OUT

## SECTION 1.

The Union agrees that neither its members, officers, or representatives, individually or collectively, will cause, authorize or instigate a strike during the term of this contract.

SECTION 2.

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, cause, aid, condone or instigate any lock out of members of the bargaining unit during the term of this Agreement.

ARTICLE 10

CLEANUP TIME

SECTION 1.

Every Field Employee shall be entitled to a cleanup time of no more than ten (10) minutes prior to their lunch break period and prior to the end of their work shift.

This section does not apply to office personnel.

SECTION 2.

The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning all tools, equipment, and Employees (such as hand cleaners) in each department.

Said supplies shall also be located on various trucks and equipment in the field.

ARTICLE 11

CAREER DEVELOPMENT

SECTION 1.

The parties agree to meet, as necessary, on matters of "Career Development".

SECTION 2.

The Labor/Management Committee process should be used for the purpose of this article.

SECTION 3.

The parties agree that subject matters, materials, and participation must be mutually agreed upon, prior to concurrence given by either party.

SECTION 4.

The Union will assist the employer in various training programs whenever feasible.

SECTION 5.

The Employer shall continue to pay tuition and registration fees for job related training as is required by the Employer.

SECTION 6.

- A. Employees will be allowed to take Continuing Education Units (C.E.U.'s)/additional training/seminar hours during the regular work day/work week with pay.
- B. The Employer will post and give notifications to all employees (upon the first notification(s) to the Employer), of any such C. E. U. training/seminars.
- C. The Employee(s) will be allowed to take C.E.U.'s during the work day with pay. The Employer retains the right to determine how many employees will be allowed to take the C.E.U. certification courses at any given time during regular work hours.

ARTICLE 12

WORK RULES

SECTION 1.

Fair employment work rules shall be posted for all Employees to see in the employee entrance/time clock area..

Present work rules, new proposed work rules, and/or any changes shall be presented to the Union.

Work rules shall not be arbitrary nor capricious and disputes thereof shall be handled through the grievance procedure.

Any established work rules shall only apply to Employees while at work.

The Employer has the right to implement a work rule even if a grievance is filed on said work rule.

## SECTION 2.

The parties agree that not every common sense work practice can be reduced to writing.

## ARTICLE 13

### EQUIPMENT/SAFETY

#### SECTION 1.

All equipment necessary to perform the work as determined by the Employer, shall be provided by the Employer. Carharts, hip boots, raincoats, hard hats, outer safety glasses (both clear and tinted), and appropriate gloves shall be provided and made available to all Employees.

These items will be replaced whenever needed and carharts, will be replaced every other year or as deemed necessary by the Superintendent.

#### SECTION 2.

In the event a piece of equipment is determined unsafe, or a hazardous practice exists, the Employee and/or his union representative shall refer a complaint with the Foreman in charge.

If the practice and/or equipment is found to be unsafe, the parties shall agree to cease the unsafe practice, and if a piece of equipment is found unsafe, it shall remain in the garage until repaired.

#### SECTION 3.

The Employer agrees that mobile radios shall be in all of the operating licensed vehicles for the life of this Agreement.

#### SECTION 4.

The parties agree that if, in the event, an Employee is hurt or injured on the job, said Employee or other Employees shall have the right to immediately call the E.M.T., etc., for immediate medical care.

SECTION 5.

The Employee(s) must initiate accident/incident reports.

The Employer shall assist Employees, appropriately, in completing all required forms.

SECTION 6.

Texting and cell phone use governed by the state law. Current law prohibits texting and cell phone use in all CDL rated vehicles.

ARTICLE 14

DISCIPLINARY PROCEDURE

SECTION 1.

- A. Employees shall not be disciplined without having the opportunity to have their Union representative present.

However, in the case of counseling between the Employer and the Employee, verbal reprimands, or where immediate action is called for, it is recognized by the parties that the presence of the Union representative may not always be possible.

Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension, and/or dismissal.

- B. Disciplinary action may include, but not be limited to these items: incompetency, inefficiency, dishonesty, drunkenness, gross immoral conduct, gross insubordination, discourteous treatment of the public, neglect of duty, and any other failure of good behavior, while at work.

Employees shall only be disciplined for just cause.

- C. When an Employee has had no discipline for the period of twelve (12) continuous months, any records of prior discipline(s) on the same offense shall be removed from an Employee's personnel file.

SECTION 2.

The parties recognize that some offenses may be considered major offenses and require immediate action by the Employer.

In the event of any immediate suspension or dismissal as a result of any major offense(s), the parties shall schedule a full hearing within five (5) days of the event, or knowledge of the event, or schedule said hearings, as soon as possible thereafter.

Evidence and testimony shall be presented in this hearing, and any decisions rendered shall be based upon the evidence as presented in the hearing.

## ARTICLE 15

### TARDINESS

#### SECTION 1.

Employees covered by this Agreement shall be allowed "grace periods" of up to five (5) minutes at the beginning of the workday as follows:

- A. A total of four (4) "grace periods" shall be allowed on an annual basis from January 1<sup>st</sup> through December 31<sup>st</sup>.

#### SECTION 2.

Employees will be considered late 5 minutes after normal start time for employee, on any day or after employees normal start time, if the four "grace periods" have been used.

On normal work day, not punching in counts as a grace period, and/or reporting late to work.

#### SECTION 3.

Employees who report late to work under either situation defined in Section 2 above shall be docked as follows:

1 minute late = 15 minutes docked  
16 minutes late = 30 minutes docked  
31 minutes late = 45 minutes docked  
46 minutes late = 1 hour docked

Employees who are late under either situation defined in Section 2 above shall be disciplined as follows:

5th time late = Written Reprimand  
6th time late = 1 day suspension  
7th time late = 3 day suspension  
8th time late = 3 day suspension  
9th time late = 5 day suspension  
Each additional time late = 5 day suspension

## ARTICLE 16

### PROMOTIONS

#### SECTION 1.

When a job becomes vacant and the Employer determines to fill said job, Employees in the bargaining unit as well as outside applicants may bid on that job and said position shall be filled by seniority and qualifications of those Employees bidding. If the job is given to an internal bidder, then the most senior qualified bidder shall be awarded the promotion. Qualifications can include but are not limited to work record, attendance record, disciplinary record, as well as specific job qualifications.

Said vacant position shall be posted within five (5) working days after said job becomes vacant, and shall be filled as quickly as possible by the Employer.

Promotions do not automatically create a vacant position.

#### SECTION 2.

The employer will constitute a selection committee, if appropriate, for purposes of promotion decisions. The union can select a representative to serve on the selection committee provided the employee is from the department in question and is knowledgeable about that department.

#### SECTION 3.

In the event an Employee or the Employer is dissatisfied in a new position as a result of this Article, said Employee shall be returned to his/her former position at their former rate of pay within the ninety (90) day probation period, displacing other personnel and so on down the upward progression.

#### SECTION 4.

In the event that consideration for a retire/rehire employee, prior to actual rehiring, a Labor Management Meeting will be held to determine the following:

- a. If a parallel position will be created, posted bid and filled for a current bargaining unit member to fill; or
- b. If an upgrade in classification for a current bargaining member will be done to accommodate him working with/alongside the retire/rehire employee.
- c. Other options can be considered.

If the above determination is made the creating, filling or upgrading of the position will proceed.

### ARTICLE 17

#### SEVERABILITY/CONFORMANCE OF LAW/APPEALS

#### SECTION 1.

The parties hereto recognize all laws that the parties are required to recognize, and said parties shall not impede, violate, or encroach into the Union's, the Employer's, or anyone's individual legal rights, nor violate Chapter 4117 of the O.R.C.

#### SECTION 2.

In the event any provision herein is held invalid by any Court of Law the parties shall meet in an attempt to negotiate a replacement Article or provision within fifteen (15) days of the knowledge thereof.

#### SECTION 3.

The parties agree that disputes that qualify for appeals under the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, Ohio Workers Compensation Commission, or the Unemployment Commission shall be appealed pursuant to the appeal procedures and in accordance with the rules and regulations of that body and shall not be subject to the grievance procedure.

## ARTICLE 18

### UNION LEAVE/DELEGATE LEAVE

#### SECTION 1.

Union Delegate Time: An Employee shall be granted time off without pay to serve as a delegate or alternate to the annual Union Convention or a convention of the International Union whenever called.

Each said convention shall be limited to no more than six (6) days for any one such Convention.

#### SECTION 2.

Union Leave: The Employer agrees that the Vice President and/or President from the bargaining unit is permitted Union Leave with pay, to attend special conferences with the Union Staff Representative periodically, at the Union Office in downtown Toledo or in Columbus, whichever is necessary.

Said Union leave with pay hereto is limited to no more than two (2) days per year.

#### SECTION 3.

Employees may utilize vacation time or other earned time per Section 1 herein.

#### SECTION 4.

The Union agrees that the officers, delegates, and alternates, per this Article, shall be utilized in such ways that would not leave the Employer insufficient manpower.

The parties agree that officers, members, and delegates will request prior to any meetings herein, in writing, and cite the location of any such meetings prior to any such meeting being held.

## ARTICLE 19

### NON-DISCRIMINATIONS

#### SECTION 1.

The parties agree that the provisions of the Agreement shall be applied

equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, sexual orientation, national origin, Union affiliation, or religious affiliations.

All references to Employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female Employees.

## ARTICLE 20

### WORKING OUT OF CLASSIFICATION

#### SECTION 1.

An Employee temporarily assigned to work and/or replace an individual in a classification of a higher rate will be eligible to receive the rate of that higher classification for the period which he/she was so assigned; and/or:

- A. The individual must perform functions that are normally performed by the person absent in order to receive compensation for that time period.
- B. The term "higher rated classification" refers to position that have a higher degree of responsibilities; could be supervisory in nature; and pay a higher rate of pay.

#### SECTION 2.

An Employee may be temporarily assigned work in a lower classification, but, shall continue to receive his/her regular rate of pay during such assignment.

This Section is not intended to cover an Employee who is demoted.

#### SECTION 3.

Employees shall receive the rate of pay for hours of work, in the higher position upon completion of four (4) hours or more of work.

Employees working at the higher classification will get the base rate of the higher position.

ARTICLE 21  
MILITARY LEAVE

SECTION 1.

The Employer agrees to abide by and follow Provisions of the Ohio Revised Code and appropriate Federal laws and regulations regarding Military Leave and Pay.

SECTION 2.

The appropriate policy will be attached hereto as Appendix E.

ARTICLE 22

JURY DUTY

SECTION 1.

The Employer shall grant full pay and benefits to an Employee that is subpoenaed for any court, jury duty, or tribunal hearings, by the United States, the State of Ohio, or a political subdivision.

All compensation received for court or jury duty shall be remitted by the Employee to the Employer, unless such duty is performed outside of regular working hours.

ARTICLE 23

LIABILITY/SOVEREIGN IMMUNITY LAW

SECTION 1.

Employees of the bargaining unit shall be held harmless against any claims or otherwise regarding any "liability", as required in the Ohio Sovereign Immunity Law (State of Ohio), while acting in the proper scope of their employment, and if found not negligent or derelict in the performance of their duties by a court of law and/or its administrative representatives.

ARTICLE 24

LEGAL COUNSEL

SECTION 1.

The Employer will continue the practice of reviewing on a case by case basis any reimbursement of legal fees incurred by an Employee in defending a civil action arising from any action strictly within the proper scope of his employment.

This case by case review will only occur on civil matters of a non-negligent nature where the Employee was found to be not liable for any actions related to the lawsuit.

ARTICLE 25

TERMINATION/SEVERANCE PAY

SECTION 1.

Any Employee who severs and/or terminates their employment with the Employer will receive all earned vacation time; earned overtime; regular earned pay; and any earned compensatory time (pay) that is banked.

SECTION 2.

Employees injured on the job who are determined to be totally disabled by the appropriate external agency shall receive all banked sick leave as soon as possible after said total disability is determined.

An employee killed in the line of duty shall have his estate receive any banked sick leave as soon as possible.

ARTICLE 26

COMPENSATORY TIME/PAY

SECTION 1.

Effective 4/15/86, Employees may utilize compensatory time per F.L.S.A. (1985).

Employees may accrue up to 240 actual hours of work to their compensatory

time bank.

Employees may take compensatory time off with pay as mutually scheduled with the Employer, and/or receive the appropriate rate of pay for said compensatory time.

Automatic roll over of compensatory time or vacation will not be a substitute for sick leave.

## SECTION 2.

The parties agree that annual payout shall occur, except all Employees shall have the automatic roll over each year of up to eighty (80) hours. Said payment shall be at the appropriate rate/current rate of pay.

Employees shall have the option of electing pay out any time during the year.

## SECTION 3.

The earning and utilization shall be in one-fourth (1/4) hour increments, and paid in 15 minute (1/4 hour) interest requests.

# ARTICLE 27

## MEDICAL LEAVE/PERSONAL LEAVE

### SECTION 1.

As provided by State and/or Federal law, a regular Employee may be permitted to take a leave of absence without pay for compelling personal reasons for up to six (6) months in a given calendar year of employment, and/or appropriate per law, upon prior approval of the Employer.

Such leave will be granted for extended illness of the Employee or for maternity leave.

An employee on non-medical leave must give notice of intent to return to work at least two weeks prior to the date of the last day of the leave granted. Failure to do so may result in termination.

Family Medical Leave Act and any other medical or sick leave shall run concurrently.

## SECTION 2.

- A. The parties hereby recognize the Family and Medical Leave Act and its provisions, therein. The provisions of this contract shall continue during any such leave and utilizations of the FMLA shall not conflict or do away with provisions of this contract.
- B. Must be employed at least one year, and for 1,250 hours over the previous 12 months.

### Reasons for Taking Leave:

To care for the Employee's child after birth, or placement for adoption, or foster care.

To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition.\* ("Certification of Physician or Practitioner" form must be completed.)

For a serious health condition that makes the Employee unable to perform the Employee's job.\* ("Certification of Physician or Practitioner" form must be completed.)

All paid sick leave, vacation and comp time balances are required to be exhausted prior to unpaid leave commencing. This time counts as part of the 12 workweeks of leave.

### 2. Notification:

Must provide thirty (30) days advance notice when the leave is "foreseeable" including probable length and circumstances of leave.

All leave must have prior approval from the Executive Director and Board of Trustees. "Request for Leave" form must be completed indicating dates of leave with pay and without pay.

Medical certification to support a request for leave because of a serious health condition is required on a "certification of Physician or Practitioner" form. The Employer may require second or third opinions at their expense. The third opinion is binding.

Additional verification may be requested at thirty (30) day intervals.

### 3. Insurance Benefits:

Available to permanent full time Employees only.

The Employer will continue to provide health insurance benefits for the first twelve (12) work weeks of leave (with or without pay). Employees are responsible to pay their co-pay amount, if the contracts require same.

Employees may continue to carry a combination of additional insurance benefits which include prescription, vision, dental, and life while on leave. Employees on leave with pay, only pay the co-pay amount, while Employees on leave without pay, pay the entire monthly premium for additional insurance benefits.

## ARTICLE 28

### BREAKS DURING OVERTIME

#### SECTION 1.

There shall be reasonable breaks during overtime.

## ARTICLE 29

### UNIFORMS

#### SECTION 1.

The Employer agrees to continue to provide uniforms and appropriate cleaning services for all Employees.

Each Employee shall receive eleven (11) uniform changes per every two (2) weeks. The cost of this service shall be paid for by the Employer.

#### SECTION 2.

The Employer shall continue to pay for safety work shoes for all Employees.

The cost of \$160.00 per pair shall be maintained annually and/or for the life of the shoes.

#### SECTION 3.

The Employee(s) that are provided uniforms and work shoes shall wear

these provided items at work, except to the extent of an emergency beyond the Employee(s)' control.

Uniforms shall not be altered by the Employee. Evidence of abuse by Employees can lead to discipline.

SECTION 4.

Clerical employees will receive a net \$315.00 clothing allowance per year.

ARTICLE 30

MISCELLANEOUS

SECTION 1.

The Employer agrees to reimburse Employees for long distance phone calls that Employees are required to make in the performance of their job and to permit Employees to call home on occasion as required (overtime or emergencies).

The Parties hereby agree that these needs will not be abused by anyone, nor will permission be withheld.

ARTICLE 31

SICK LEAVE

SECTION 1.

Sick leave shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours "in active pay status" and shall be cumulative without limit.

An Employee, at the time of retirement with ten (10) or more years of service, shall be paid in cash for one fourth (1/4) of the value of his accrued but unused sick leave credit up to a maximum of one hundred twenty (120) days.

Payment of sick leave of this basis shall be considered to eliminate all sick leave accrued at that time.

In the event of a death, due to injuries on the job, of an Employee, said estate shall be paid his/her full accrued sick leave.

## SECTION 2.

Sick leave may be used only for absence due to illness, maternity purposes, including injury of the Employee, a member of his immediate family, or exposure to a contagious disease which could be communicated to other Employees.

The immediate family shall be considered as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

## SECTION 3.

For each use of sick leave, the Employee will be required to fill out the "Application for Use of Sick Leave" form furnished by the Employer.

If treatment by a physician is required, a certification by the physician is to be made, either on the same form or be a "Doctor's Certificate", or after three (3) consecutive days of sick leave, if the Employer deems it necessary.

The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. (Examples would be patterned abuse of sick leave, consistent one day sick leave usage, limited amount of sick leave on books without prior medical verification).

## SECTION 4.

Sick leave shall be charged in minimum units of fifteen minutes.

The parties agree that sick leave usage of less than eight (8) hour increments, shall not be abused.

## SECTION 5.

Employees will be given Bonus Paid Days each year provided the employee has earned sick pay benefits in the previous year in accordance with the following table:

**BONUS DAYS - CANCELLATION TABLE**

	<u>Months Worked</u>													<u>Sick Days Taken</u>				
	0	1	2	3	4	5	6	7	8	9	10	11	12	13				
12	5	5	5	4.5	4	3.5	3	3	2	2	1	½	0	0				
11	5	4.5	4.5	4.5	4	3.5	3	2.5	2.5	2	1	½	0					
10	4	4	4	3.5	3.5	3	2.5	2	1.5	1	½	0						
9	4	3.5	3.5	3	2.5	2	2	1.5	1	½	0							
8	3.5	3	3	2.5	2	1.5	1	½	½	0								
7	3	2.5	2.5	2	2	1	1	½	0									
6	2.5	2	2	1.5	1	1	½	0										
5	2	2	1.5	1	1	½	0											
4	1.5	1	1	½	½	0												
3	1	1	½	½	0													
2	½	½	0	0														

Employees will receive this Bonus Pay based on their first through last paycheck received in a calendar year.

**SECTION 6. Light Duty**

The Employer can deny light duty when either (1) an Employee cannot do 75% of his job (as defined by his job description/specification), and as determined by the Employer; or (2) said light duty would extend beyond 45 calendar days.

**SECTION 7. Bonus Pay**

1. The Parties agree that employees will receive BONUS PAY pro rata (per section 5, Article 31, Sick Leave, and will be paid, per the following schedule.
2. Prior years period will be paid in the following January of the next year.

ARTICLE 32

SENIORITY

SECTION 1.

Seniority shall be defined as the length of continuous service with the Employer.

Paid time including a paid leave of absence counts toward continuous service seniority computation.

SECTION 2.

If an Employee quits and is later rehired, the Employee shall be considered as a new Employee and shall not be credited with their prior service for purposes of seniority.

SECTION 3.

There shall be no loss of bargaining unit seniority for anyone holding a higher position who returns to a former position held, within ninety (90) days from the date of promotion.

SECTION 4.

Employees returning from a personal leave of absence without pay and/or a layoff shall be permitted to count their prior seniority date.

SECTION 5.

Employees on approved leaves of absence, due to provisions of this contract and/or layoff shall retain their previous earned seniority upon their return to work, and shall also pick up lost seniority time, by working two (2) days of work and earning one (1) day for the same until such time the Employee has worked to equal, the actual time while on approved leave of absence and/or layoff.

ARTICLE 33

SUPERVISORY EMPLOYEES

SECTION 1.

The parties agree that the intent of the Employer is that supervisory Employees will not perform work of the bargaining unit that would result in displacing an Employee.

The supervisory Employees may assist the bargaining unit Employees and give instruction and training.

ARTICLE 34

SUBCONTRACTING

SECTION 1.

No bargaining unit Employee shall be terminated or laid off as a result of subcontracting out by the Employer.

SECTION 2.

The Employer may subcontract; however, the Employer agrees that all such contract for subcontracting shall be discussed with the Union prior to the letting of the contract, except for emergencies.

SECTION 3.

Disputes regarding subcontracting out will be an immediate subject for the grievance procedure and shall be filed as soon as possible, after the knowledge of said disputes.

ARTICLE 35

VACATION

SECTION 1.

Employees shall receive and earn vacation as follows:

Years of Service

Weeks of Vacation

1 year	2 weeks
8 years	3 weeks
15 years	4 weeks
25 years	5 weeks

Employees are permitted to utilize their earned vacation in fifteen minute increments, or more, for unforeseen emergencies, excluding an individual Employee illness.

**SECTION 2.**

Seniority utilization shall be observed for purposes of scheduling vacation time frames off, with the most senior Employee electing his choice first and then the second and so on down the list.

**SECTION 3.**

In the event an Employee is unable to utilize his vacation time off with pay, said Employee may carry over his earned vacation from year to year up to and including a two (2) year period.

In the event an Employee is prohibited from scheduling vacation time off with pay, the employer may grant additional carry over time above the two (2) year period.

**SECTION 4.**

Public Employees transferring in will be required to have at least one year of Ohio service before scheduling their vacation.

**ARTICLE 36**

**HOLIDAYS**

**SECTION 1.**

Employees shall receive the following paid Holidays per year, as follows:

- |                        |                            |
|------------------------|----------------------------|
| New Years Day          | Veteran's Day              |
| Martin Luther King Day | Labor Day                  |
| Memorial Day           | Thanksgiving Day           |
| Independence Day       | Day after Thanksgiving Day |

President's Day  
½ day Christmas Eve

Columbus Day  
Christmas Day

If any of the above mentioned holidays fall on a Saturday, the Friday preceding shall be observed as the holiday. If any of the holidays fall on a Sunday, the Monday immediately following shall be observed as the holiday.

SECTION 2.

An Employee will not receive holiday pay for any holidays for which he utilizes sick leave the work day before or the work day after said holiday.

Scheduled sick leave shall not apply to this provision.

ARTICLE 37

INJURY PAY/LEAVE

SECTION 1.

The Employer agrees to continue to pay for the Hospitalization/Major Medical Plan for the first one hundred twenty (120) days of a time period while an Employee is on an industrial leave.

ARTICLE 38

LAYOFF/RECALL

SECTION 1.

In the event, due to lack of work, lack of funds, or reorganization, the Employer must lay off Employees, the Employer shall lay off Employees in the inverse order of seniority.

Full-time Employees shall not be laid off before part-time, temporary or seasonal Employees except in the situation where the full-time Employee does not meet the minimum qualifications for the position.

A laid off full-time Employee shall be given the first opportunity on available part-time, temporary or seasonal employment at the specific position rate of pay if the full-time Employee has the necessary qualifications.

SECTION 2.

In the event of reorganization, full-time Employees will be given a trial period, if same is necessary, to determine if an Employee can perform other jobs in a bumping situation. Said trial period shall be no less than fourteen (14) work days. Laid off Employees shall be placed on a recall list for eighteen (18) months. Employees shall be called back to work by inverse order of recall and notified by registered mail. The Employee must report back to work within seventy-two (72) hours.

Employees shall be called back to work according to their seniority, with the most senior Employee having been laid off, being recalled first, provided said Employee can perform the available work.

### ARTICLE 39

#### GRIEVANCE/ARBITRATION PROCEDURE

##### SECTION 1.

A grievance is a dispute or difference between the Employer and the Union or between the Employer and an Employee concerning the interpretation and/or applications of, or compliance with any provisions of this Agreement.

Step 1. An Employee who has a grievance shall take it up orally with his immediate Supervisor/Superintendent, accompanied by his Steward, within ten (10) working days, after the Employee has knowledge of the event upon which his grievance is based, and the Supervisor/Superintendent shall give his answer to the Employee within ten (10) working days after the grievance was presented to him.

Step 2. If an Employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within ten (10) working days after the receipt of Step 1 answer be reduced to writing and filed With the Employee's Supervisor/Superintendent on a grievance form, signed by the Employee and his Steward. The Supervisor/Superintendent shall meet with the Steward within ten (10) working days after the written grievance has been filed, and a written answer shall be given within ten (10) working days after the Step 2 meeting. The Employee and the appropriate witnesses will be called in by mutual agreement of the Parties hereto.

Step 3. If the grievance is not satisfactorily settled at Step 2, the grievance

may within five(5) working days after receipt of the Step 2 answer, be appealed to the Employer. The Employer shall meet with the Union seven (7) days after the grievance has been appealed and a written answer shall be given within seven (7) working days after the Step 3 hearing. The Employee and the appropriate witnesses will be called in by mutual agreement of the Parties hereto.

Step 4.

- A. Should any grievance remain unsettled after the exhausting of the above procedure, either Party, shall, if the Party desires, demand arbitration within ten (10) working days, after failing to settle the grievance by serving notice on the other Party. The Arbitrator shall be appointed by mutual consent of the Parties and they shall jointly petition the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators, and the Parties shall select a single arbitrator from each panel.
  - (1). Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
  - (2) The right to strike the first name shall be determined by lot.
- B. The fees and expenses of the arbitrator shall be shared equally between the two (2) Parties.
  - (1) Employees called as witnesses by either Party shall receive their regular rate of pay while attending such hearings.
  - (2) All other expenses for witnesses or otherwise shall be borne by the Party incurring the cost.
- C. The arbitrator shall schedule a hearing date as soon as possible. The decision of the arbitrator shall conform with applicable laws and shall be binding upon the Parties per Section 3 of this Article.
  - (1) The arbitrator shall not be empowered to rule contrary, to amend, add to, or eliminate any of the provisions of this agreement.

SECTION 2.

Where a group of employees desires to file a grievance involving a situation affecting every or each Bargaining Unit Employee/Union in the same manner, one Employee selected by such group will process the grievance as a "class action" grievance.

### SECTION 3.

The decision of the arbitrator shall be binding to the parties in all issues including disciplinary actions resulting in suspension or discharge, except that the Employer has the right to override or negate one (1) arbitration decision (excluding suspension or discharge decisions) during the term of this Agreement so that such decision is not binding.

### SECTION 4.

The arbitrator cannot rule in any manner that is in conflict with the legal duties of the Board of Trustees of the Northwestern Water and Sewer District nor contrary to law.

### SECTION 5.

All grievances filed prior to the new contract being fully in effect shall be considered under the old contract's grievance procedure.

## ARTICLE 40

### WORK WEEK/WORK DAY/OVERTIME

#### SECTION 1.

The work week shall consist of forty (40) hours Monday through Friday.

The regular work day for the sewer and water maintenance shall be eight (8) hours beginning at 7:30 a.m., and ending at 4:00 p.m., with one lunch period of one-half (½) hour unpaid. Meter/Field Technician's hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday, with a lunch period of one hour unpaid.

Clerical employees' hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday.

All such clerical employees will be in the rotation, for purposes of covering the front desk, answering the phone, and greeting the public.

The clerical employees will work from 8:00 am to 5:00 pm each day, and they will

rotate their lunch hour from 12:00 noon to 2:00pm each day.

The clerical employees will receive the one (1) hour unpaid lunch period each day. The rest breaks shall continue per the present practice.

Engineering Department employee's will be required to work the schedules of the contractor hours and days per week, start time may vary by the contractor. If contractor works 4 days/wk, employee's may be required to work a 5 day week when not working with a contractor. The regular work day will be 7:30 a.m. and ending at 4:00 p.m. with one half hour (1/2) unpaid lunch. In the event a contractor works on Thanksgiving Day, Christmas Week, or New Year's Day and the engineering department employee assigned to that contractor has verifiable vacation plans on any of those days, management reserves the right to assign the least senior available employee to that contractor for those days.

½ hour overtime will be paid when an engineering department employee works through his lunch, this must be approved by a project manager or District Engineer.

## SECTION 2.

In the event an Employee is required by the Employer to attend meetings during working hours, he or she shall be compensated at their hourly rate of pay.

## SECTION 3.

Employees will also have two (2) fifteen (15) minute work breaks each day, one break in the first half of the work shift and the second break in the second half of the work day.

## SECTION 4.

- A. Overtime shall be offered on the basis of a daily sign-up list on which Employees have indicated willingness to work overtime or not. Those called for overtime must be qualified.

If no one wishes to work, the qualified person with the least seniority must perform the work.

Overtime shall be offered on the basis of seniority with the most senior being called first, etc. If management can establish specific need to be considered in the overtime, then qualification as well as seniority will be appropriate.

Overtime lists shall be maintained properly and shall be reviewed on monthly a basis and management will make the necessary corrections to equalize overtime.

- B. A log book shall be kept accurately of all overtime hours worked, refused and negative contact, and shall be posted in the individual work unit.
- C. Time frames, whereas Employees are on vacation, and/or in the hospital, etc., and the hours worked by other Employee(s) still at work shall not be counted for other absent Employee(s) upon their return to work.
- D. An Employee who performs overtime routinely must state their intention to work overtime upon notice request of the Employer, or state refusal, in order that other Employee(s) might have ample notice, if the Employee scheduled declines the overtime work.
- E. Section 4 does not apply to the Engineering Department employees. Engineering department employees will not be on the DutyMan roster. Engineering department employees can be on the call out list in situations that do not conflict nor interfere with their regular duties.

#### SECTION 5.

Hours in active pay status, such as vacation, holidays, compensatory leave status pursuant to this Agreement, shall be counted for purposes of overtime.

#### SECTION 6.

Call-in pay of no less than three (3) hours shall be paid on each call-out which falls outside the Employee's regular hours of work.

The call-in hours must result in work that is not contiguous to the Employees' regular hours of work.

Call-in pay is defined as payment for emergency work performed outside of a normal scheduled work day.

All of the terms of and rates provided in current Article 40, Section 6, for Employees called in to work shall be compensated for a minimum of three (3) hours beginning with the Employee's notice of the call-out.

## ARTICLE 40A

### DUTYMAN WEEKENDS/HOLIDAYS

#### SECTION 1.

Scheduled overtime shall consist of one person on a weekly rotating basis performing work activities on weekends or holidays.

Scheduled after-hours duties may include, but not be limited to;

- 1). After hours customer service - scheduled as needed
- 2). Snow removal - scheduled as needed
- 3). Tap Inspections - scheduled as needed
- 4). Other special needs - scheduled as needed.

The scheduled person is responsible to make provisions necessary for coverage and notify the proper persons of any changes when conflicts interfere with coverage, once authorization has been given by supervisor.

#### SECTION 2.

All Employees must have a phone and must meet the District's motor vehicle policy. It is understood by the parties that the duty man will only be accountable for his actions in the field.

New Employees will not be eligible for duty man responsibilities until after their probationary period and having supervisor's approval.

Engineering Department Employee's are not eligible for Duty Man.

#### SECTION 3.

##### After Hours Contact Person (Duty Person)

Management shall schedule qualified employees for after hour customer service needs.

Management will create schedule of personnel, consisting of management and non-management based on qualifications and willingness of personnel.

**Qualifications for non-management personnel:**

- 1) Time of service (1 yr water and sewer maintenance experience).
- 2) Proven knowledge of water and sewer service areas, water quality and surface water regulations.
- 3) Familiarity with facilities and operation, i.e. WWTPs, Pump Stations, Meters, troubleshooting leaks, water & wastewater, telemetering and GIS functions.
- 4) CDL
- 5) Shown to have been responsible and make responsible decisions in the past.

The schedule is weekend and holiday coverage Saturday, Sunday and/or holiday continuing to the next normal week day and should be for a minimum of four months at a time with a month advance sign up period.

The After Hours Contact Person is required to notify the Wood County Sheriff's Department or Communication Center indicating how they can be contacted whether by telephone (home and/or cell), car radio, or pager at the last working day before 4:00 p.m. prior to the weekend or holiday. The After Hours Contact Person will be provided with a District vehicle and equipment to handle most problems. This vehicle is for District use only, however.

The After Hours Contact Person is responsible to make provisions necessary for coverage and notify proper persons of any changes when conflicts interfere with after hour coverage, once authorization has been given by supervisor.

The After Hours Contact Person will be responsible to respond to all calls by either phone or direct inspection, to make sure a District problem exists or in some cases doesn't exist and to call additional help if needed. Two person crews will be necessary when making physical responses to pump station call-outs. The telemetry system should be checked prior to second man being called.

- A. If an emergency truly exists, the duty man will notify the Sheriff's Department or the Communication Center that a problem or problems exists and the location for their information.
- B. The After Hours Contact Person will notify proper departments and affected customers of any water line being shut down, streets, or roads being closed down, fire hydrants out of service, pump stations being down for long periods, package plants being down, or other

situation which could be or become a hazard to people or property.

- C. The After Hours Contact Person will always be part of the repair crew and will be responsible for work being done.
- D. O.U.P.S. will always be notified before any excavation is started and utility companies will be given ½ to 1 hour to respond (1-800-362-2764). If no response, excavating shall begin with the knowledge other utility lines may exist in the area, unless known utilities exist, then calls should be made to those utilities for marking.
- E. The After Hours Contact Person called for emergency work will determine if additional Employees are needed for the task. If the emergency work is not threatening public welfare, and can be delayed, it will be repaired the next normal work day. If additional Employees are needed, the After Hours Contact Person will call in up to two other Employees either directly, or by requesting the Superintendent, Foreman, or police department to call other Employees. Additional Employee call-ins shall follow terms and conditions of seniority in Article 40, Section 4. If the After Hours Contact Person determines that three or more additional Employees will be needed, or that more than five (5) hours of work will be necessary, regardless of the number of employees needed, approval must be obtained from the foreman, the superintendent, or the executive director before said additional persons are called in, or before five (5) hours of work have been expended by any one or more Employees.
- F. The After Hours Contact Person will be paid 2 hour overtime per day for on call/dutyman coverage. Should water quality sampling be required on weekends/holidays, an additional 1 hour OT pay will be paid per site.  
  
All scheduled overtime hours will be paid at overtime rate of 1 ½ for each day and not eligible for compensation time bank. Additional call-outs will follow Article 40 Section 6.
- G. The After Hours Contact Person will respond to calls within one (1) hour while on After Hours Contact Person status depending on weather conditions. Those Employees not responding to any similar calls within one (1) hour, will forfeit the pay for such day and/or call. Those Employees on After Hours Contact Person may be disciplined for failure to respond when called, if so notified.
- H. Call-outs shall be reported to supervisor prior to beginning of normal work

day. Dutyman log book shall reflect all call-outs and water quality sampling results.

- I. An after hours Contact Person sign up list shall be utilized every seventeen (17) weeks. In the event, of a shortage, a supervisor may assist until the full rotation is filled by bargaining unit employees in operations department.

This section can be revised by management due to changing work needs.

## ARTICLE 40B

### SHIFT OPERATOR

#### SECTION 1.

Scheduled shift operator shall consist of one person on a weekly rotating basis performing work activities on Monday through Friday, excluding holidays working 2<sup>nd</sup> shift (hours 3:30 p.m. to 11:30 p.m.).

Scheduled after-hours duties may include, but not be limited to;

- 1). After hours customer service - scheduled as needed
- 2). Snow removal - scheduled as needed
- 3). Tap Inspections - scheduled as needed
- 4). Other special needs - scheduled as needed.

The scheduled person is responsible to make provisions necessary for coverage and notify the proper persons of any changes when conflicts interfere with coverage, once authorization has been given by supervisor. Shift operator will be on-call 11:30 p.m. to 7:30 a.m. to respond to call-outs and emergency events.

#### SECTION 2.

All Employees must have a dedicated home or cell phone and must meet the District's motor vehicle policy. It is understood by the parties that the shift operator will only be accountable for his actions in the field.

New Employees will not be eligible for shift operator responsibilities until after their probationary period having and met qualifications in job description and supervisor's approval.

### SECTION 3.

Management shall schedule qualified employees for after hour customer service needs.

Management will create schedule of personnel, consisting of management and non-management based on qualifications and willingness of personnel.

Qualifications for non-management personnel:

1. Time of service (1 yr water and sewer experience).
2. Proven knowledge of water and sewer service areas, water quality and surface water regulations.
3. Familiarity with facilities and operation, i.e. WWTPs, Pump Stations, Meters, troubleshooting leaks, water & wastewater, telemetering and GIS functions.
4. CDL
5. Shown to have been responsible and make responsible decisions in the past.

The schedule is weekly beginning at the end of the regular work day on Monday 3:30 p.m. thru Saturday 7:30 a.m. The Shift Operator sign up list shall be utilized every\_seventeen (17) weeks. In the event, of a shortage, a supervisor may assist until the full rotation is filled by bargaining unit employees in operations department.

The shift operator is required to notify the Wood County Sheriff's Department or Communication Center indicating how they can be contacted whether by telephone (home and/or cell), car radio, at the beginning of work day. The shift operator will be provided with a District vehicle and equipment to handle most problems. This vehicle is for District use only, however.

The shift operator is responsible to call-in 4 hours prior to beginning of work day for calling in sick. for coverage and notify proper persons of any changes when conflicts interfere with after hour coverage, once authorization has been given by supervisor.

The shift operator will be responsible to respond to all calls by either phone or direct inspection, to make sure a District problem exists or in some cases doesn't exist and to call additional help if needed. Two person crews will be necessary when making physical responses to pump station call-outs. Telemetering system should be checked prior to second man being called.

- A. If an emergency truly exists, the duty man will notify the Sheriffs Department

or the Communication Center that a problem or problems exist and the location for their information.

- B. The shift operator will notify proper departments and affected customers of any water line being shut down, streets, or roads being closed down, fire hydrants out of service pump stations being down for long periods, package plants being down, or other situation which could be or become a hazard to people or property.
- C. The shift operator will always be part of the repair crew and will be responsible for work being done.
- D. O.U.P.S. will always be notified before any excavation is started and utility companies will be given ½ to 1 hour to respond (1-800-362-2764). If no response, excavating shall begin with the knowledge other utility lines may exist in the area, unless known utilities exist, then calls should be made to those utilities for marking.
- E. The shift operator called for emergency work will determine if additional Employees are needed for the task. If the emergency work is not threatening public welfare, and can be delayed, it will be repaired the next normal work day. If additional Employees are needed, the After Hours Contact Person will call in up to two other Employees either directly, or by requesting the Superintendent, Foreman, or police department to call other Employees. Additional Employee call-ins shall follow terms and conditions of seniority in Article 40, Section 4. If the After Hours Contact Person determines that three or more additional Employees will be needed, or that more than five (5) hours of work will be necessary, regardless of the number of employees needed, approval must be obtained from the foreman, the superintendent, or the executive director before said additional persons are called in, or before five (5) hours of work have been expended by any one or more Employees.
- F. Excluding holidays and weekends the shift operator scheduled work week will consist of 40 hrs of work 3:30 p.m. to 11:30 p.m. and 1hr of overtime for on-call of 3<sup>rd</sup> shift, i.e. 11:30 p.m. to 7:30 a.m. of next work day.

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed</u>	<u>Thurs.</u>	<u>Fri.</u>	
3:30 pm-11:30 pm	8 hr	8 hr	8 hr	8 hr	8 hr	40 hrs
11:30 pm to 7:30 am	1 hr	1 hr	1 hr	1 hr	1 hr	5 OT

1 hour of scheduled on-call coverage 11:30 p.m. to 7:30 a.m. will be paid and not eligible for compensation time bank. Additional call-outs outside

schedule shift work will follow Article 40, Section 6.

- G. The shift operator will respond to calls within one (1) hour depending on weather conditions. Those Employees not responding to any similar calls within one (1) hour, will forfeit the pay for such day and/or call. Those Employees may be disciplined for failure to respond when called, if so notified.
- H. Shift operator shall record daily work activities on a daily log. All call-outs shall be reported to supervisor prior to the beginning of next normal work day. Means of reporting, in writing, phone call or other electronic method may be acceptable.
- I. A shift operator sign up list shall be utilized every seventeen (17) weeks consisting of qualified operations department employees. Class III & IV operations department employee will not be considered for shift operator. In the event, of a shortage, a supervisor & class III or IV may assist until the full rotation is filled by bargaining unit employees.

This section can be revised by management due to changing work needs.

## ARTICLE 41

### LIFE INSURANCE

#### SECTION 1.

The Employer agrees to continue to provide the existing "Life Insurance" to the bargaining unit for the life of this contract.

The Employer agrees that if in the event the Wood County Commissioners provides an increase in the "Life Insurance" to other Wood County Employees, said increases shall be immediately granted to the bargaining unit.

## ARTICLE 42

### HEALTH INSURANCE

#### SECTION 1.

The health insurance coverage for Employees shall be provided by the Employer, per the county plan.

#### SECTION 2.

The parties shall have equal representation on a county wide committee charged with studying the health insurance program for Wood County Employees.

SECTION 3.

If in the event the County removes the Northwestern Water and Sewer District Employees from the County's health insurance program, per O.R.C., Section 4117, the parties will meet and negotiate appropriately.

ARTICLE 43

MILEAGE ALLOWANCE/TRAVEL REIMBURSEMENT

SECTION 1.

The parties agree to follow the District's Travel and Reimbursement Policy.

ARTICLE 44

LICENSE PAY

SECTION 1.

The Employer agrees that Employees that have licenses relating to their job, as defined in the job description, shall be paid as follows:

Wastewater Operator	I,	II,	III
Wastewater Collection	I,	II	
Water Operator	I,	II,	III
Water Distribution	I,	II	
Lab Analyst - Water	I,	II,	III
Lab Analyst Wastewater	I,	II,	III
Industrial Treatment	I,	II	
Backflow Prevention	I		

1. The first requirement is successful completion of an "OTCO" training class as evidenced by a certificate.

Management will pay for this training. If the Employees fail, he/she will reimburse the District for this within thirty (30) days.

2. License pay will be granted for certification recognized by Ohio EPA's Advisory Board of Examiners, who oversees this in Ohio for the water and wastewater industry.
3. Certification eligibility will follow the above Advisory Board of Examiners guidelines and requirements.
4. Application and exam fees will be paid by the District for the Employee. Payment will not be granted for the Employee who fails to pass any exam after two attempts for any one certification.
5. License pay will be granted for the Employee once certification is received. License pay will begin on the date listed on the certificate. If employee takes and passes the 2 license, the employee will receive license pay for both the 1 and 2 license.
6. An Employee must have the current license or certification in effect in order to receive any relevant license pay.

SECTION 2.

Renewal license fees will be paid, only on the highest license in the area held, by the Employer for each license(s) that the Employees have obtained.

SECTION 3.

Clerical personnel who complete the IAAP exam shall receive license pay of \$3.05 once all parts are passed and certification received.

SECTION 4.

Effective 2-1-03 license pay for field personnel shall be as follows:

Class #1     \$.35

Class #2     \$.60

Class #3     \$.70

Operator in Training (OIT) ½ license pay

Employees shall be paid for all licenses obtained.

SECTION 5.

Additional matters pertaining to license pay are contained in Side Letter #1.

SECTION 6

Engineering Department employee's EA II or EA III who pass their Fundamentals of Engineering (F.E.) Exam through the NCEES will be advanced automatically to a minimum of EA III, and will also receive a FE license pay of \$1.50 per hour.

Engineering Department employee's with an EA III and Fundamentals of Engineering (F.E.) certificate who successfully pass the P.E. exam will advance to Staff Professional Engineer (P.E.) and also become management (salary).

ARTICLE 45

C.D.L.

SECTION 1.

The parties agree that if, in the event, a employee(s) has trouble with his/her C.D.L., the parties shall meet in an L.M.C., as soon as possible, to determine if, reassignment to appropriate work is possible and their re-certification(s) and training for re-certification, if appropriate.

SECTION 2.

The Employer agrees to pay for the C.D.L. license renewal, for the appropriate employee(s).

All engineering department employee's are not required to secure a CDL. However, employees who have a CDL license at start of 2014 CBA will continue to be reimbursed to maintain the CDL.

ARTICLE 46

HEALTH & SAFETY

SECTION 1.

The parties agree to abide by Ohio's OSHA statute and regulations.

## SECTION 2.

The parties shall establish a Health and Safety Committee composed of representatives of the Employer and the Union. The parties shall start its work of Establishing issues of concerns of the parties within two (2) months of the signing of this Agreement.

## ARTICLE 47

### TROUBLED EMPLOYEE PROGRAM

## SECTION 1.

The parties agree to establish a "Troubled Employees Program" within the next twenty-four (24) months. Said "Troubled Employees Program" shall be on a voluntary basis and shall not eliminate any provisions of this Collective Bargaining Agreement. The parties shall meet in regularly scheduled Labor/Management Meetings to establish contents and procedures of said program(s). Any such contents and procedures shall not violate any legal rights whatsoever. This article shall not contradict any work rules nor eliminate any necessary disciplinary actions.

## ARTICLE 48

### FUNERAL LEAVE AND PAY

## SECTION 1.

Employees shall be entitled to three (3) days Funeral Leave with pay for their immediate family such as defined in Article 31, Section 2 - Sick Leave. This Funeral Leave and pay is not deducted from sick leave.

## SECTION 2.

In the event any funeral is 250 miles from the Employee's home, said Employee shall receive additional time off to be deducted from their earned sick leave, upon request. This is in addition to the three (3) day Funeral Leave and Pay.

A two (2) day sick leave with pay will be allowed to attend the funeral of any other relative, to be deducted from their earned sick leave.

ARTICLE 49

MOTOR VEHICLE POLICY

SECTION 1.

The parties hereby agree to the following:

1. The Insurance Company that provides liability coverage for the Employer shall set the appropriate policies for Motor Vehicle coverage in general and DWI restrictions in specific.
2. The procedures and rules required by the Insurance Company shall be incorporated into a Work Rule entitled Motor Vehicle Policy. This Work Rule will replace the existing DWI Work Rule and shall be accepted by the parties as a proper Work Rule under the Collective Bargaining Agreement.
3. This work rule shall not be used to remove any Employee from employment with the Employer unless the Employee can no longer perform needed job duties. Said action by the Employer shall be appealable through the arbitration provision of the Collective Bargaining Agreement.
4. Texting and cellphone use governed by the state law. Current law prohibits texting and cell phone use in all CDL rated vehicles.

SECTION 2.

The Employer will give the Union copies of any changes of rules and regulations as provided by the Insurance Company.

ARTICLE 50

FAIR SHARE FEE

SECTION 1.

Effective April 1, 1989, and thereafter: 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 fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current Employees who have been employed for more than sixty (60) days.

The sixty-first (61<sup>st</sup>) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this agreement. C. The sixty-first (61<sup>st</sup>) calendar day of employment for each Employee hired after the effective date of this Agreement.

## SECTION 2.

Fair share fee shall be paid by automatic, payroll deduction. Fair share fee Deductions do not require prior authorization from the affected Employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix D, attached hereto. Appendix D, including all amendments thereto, is incorporated in this Article by reference.

## SECTION 3.

Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each Employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

## SECTION 4.

The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit Employee, of each obligation established in Appendix D.

## SECTION 5.

The Union may amend Appendix D by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

## SECTION 6.

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resorts determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this

Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions,

SECTION 7.

This Article does not waive any of the Employer's right to seek judicial review of any of its provisions at any time.

SECTION 8.

The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union agreed that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an 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 9.

This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix D, no portion of this Article may be amended except with written signed agreement of the parties.

SECTION 10.

The Employer shall remit the monthly fair share fee deductions, along with the appropriate listings to the Secretary-Treasurer/Comptroller, Ohio Council #8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, OH 43085.

ARTICLE 51

MAINTENANCE OF STANDARDS

SECTION 1.

The Employer agrees to maintain working conditions covered by the Agreement as far as practical for the life of this Agreement.

ARTICLE 52

ZIPPER CLAUSE

SECTION 1.

This Agreement represents the full and complete understandings between the parties as to bargaining matters covered under O.R.C. Section 4117. The parties recognize that there may be a bargaining duty under Section 2 of the Management Rights Article of this Agreement.

ARTICLE 53

WAGES

SECTION 1.

- A. Effective January 1, 2014, the base rate for bargaining unit Employees will be as follows:

Job Titles/Classifications	1/1/13	1/1/14	1/1/15
Water & Sewer Technician I	17.82	18.35	18.54
Water & Sewer Technician II	18.07	18.61	18.80
Sanitary Treatment Laboratory Technician I	16.98	17.49	18.02
Sanitary Treatment Laboratory Technician II	17.72	18.25	18.79
Sanitary Treatment Maintenance Operator I	15.51	17.49	18.02
Sanitary Treatment Maintenance Operator II	16.98	18.61	19.15
Sanitary Treatment Maintenance Operator III	18.06	18.87	19.41
Vehicle/Equipment Mechanic	18.06	18.61	19.15
Water & Sewer Maintenance Worker I	15.51	15.98	16.49
Water & Sewer Maintenance Worker II	16.98	17.49	18.02
Water & Sewer Maintenance Worker III	18.06	18.61	19.15
Water & Sewer Maintenance Worker IV	19.30	19.88	20.43

Engineering Aide I	17.56	18.09	18.27
Engineering Aide II	19.30	19.88	20.08
Engineering Aide III	21.00	21.63	21.85
Billing Technician I	15.98	16.96	17.14
Billing Technician II	17.44	18.47	18.66
Billing Technician III	18.06	19.10	19.30
Customer Service Representative I		16.46	16.63
Customer Service Representative II		17.97	18.15
Customer Service Representative III		18.60	18.79
Dispatcher/Inventory Clerk I	15.51	15.98	16.49
Dispatcher/inventory Clerk II	16.98	17.49	18.02
Electronic Technician	19.04	19.61	20.16
Meter/Field Technician I	16.98	17.49	18.02
Meter/Field Technician II	18.06	18.61	19.15
Meter/Field Technician III	18.32	18.87	19.41
Water Quality Field Technician I	16.98	17.49	18.02
Water Quality Field Technician II	18.06	18.61	19.15
Water Quality Field Technician III	18.32	18.87	19.41
STMO Pump Station Maintenance Worker I	15.51	15.98	16.49
STMO Pump Station Maintenance Worker II	16.98	17.49	18.02
STMO Pump Station Maintenance Worker III	18.06	18.61	19.15
STMO Pump Station Maintenance Worker IV	19.30	19.88	20.43
Shift Operator (reflects shift differential of \$0.35)	17.34	17.86	18.40

The parties agree to a reopener of the wage article only to be effective January 1, 2016.

- B. Newly hired employee(s) will start at (.25) twenty-five cents per hour less than the appropriate Job Rate, and shall progress to the full Job Rate, at the end of their initial probationary period.

ARTICLE 54  
DURATION/TERMINATION

SECTION 1.

This Agreement shall be effective as of January 1, 2014 and shall remain in effect and full force until December 31, 2016. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing on or before August 1, 2016 prior to the termination (anniversary) or date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of termination of this Agreement is provided to the other party in the manner set forth in the following action.

SECTION 2.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than five (5) days prior to the desired termination date which shall not be before the anniversary date set forth above in Section 1. Mediation agencies (Federal Mediation and Conciliation Service) acceptable to both parties may enter negotiations at the request of both parties.

IN WITNESS THEREOF the Parties hereto have executed this Agreement this

15<sup>th</sup> day of January, 2014.

For The Union

Mark Rose  
[Signature]  
Jamary Babrone  
[Signature]

Date: 1/15/14  
Juan M. Bailey

For The Employer

[Signature]  
[Signature]  
[Signature]

Date: 1/15/2014

LETTER OF UNDERSTANDING BETWEEN AFSCME AND NORTHWESTERN  
WATER AND SEWER DISTRICT:

License Pay:

- A. Backflow license – leave as license pay even if not in the job description for employees who have this license as of February 1, 2011. However, in the future, training for this license only offered if in the job description.
- B. Employer will assist current employees (on contract ratification date) in getting contact hours to maintain non-required licenses for the life of this CBA.
- C. This Letter of Understanding is in effect through December 31, 2016.

For the Union:

Mark Lane  
[Signature]  
January Balbin  
[Signature]  
Jan M. Bailey

For the District:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

### Overtime/Unscheduled Emergencies

In the event of unscheduled emergency repairs, employees will be give six (6) hours of rest between the end of overtime and the start of a regular eight (8) hour shift. These types of unscheduled emergencies require 3 or more persons to make repairs (water leaks, cave-ins, etc.)

For unscheduled overtime working 4 hours or more, the following compensation will be given:

<b>Overtime Ending</b>	<b>Report to Regular Shift</b>
<b>2:00 A.M.</b>	<b>8:00 A.M.</b>
<b>2:30 A.M.</b>	<b>8:30 A.M.</b>
<b>3:00 A.M.</b>	<b>9:00 A.M.</b>
<b>3:30 A.M.</b>	<b>9:30 A.M.</b>
<b>4:00 A.M.</b>	<b>10:00 A.M.</b>
<b>4:30 A.M.</b>	<b>10:30 A.M.</b>
<b>5:00 A.M.</b>	<b>11:00 A.M.</b>
<b>5:30 A.M.</b>	<b>12:00 Noon</b>
<b>6:00 A.M.</b>	<b>12:30 P.M.</b>
<b>6:30 A.M.</b>	<b>1:00 P.M.</b>
<b>7:00 A.M.</b>	<b>1:30 P.M.</b>
<b>7:30 A.M.</b>	<b>2:00 P.M.</b>

Scheduled overtime for relief of instances of high water pumping, power outages as such do not follow this compensation. Relief crews shall be given the 6 hour rest between a regular shift and scheduled overtime prior to the ending of the regular work day.

Should an unscheduled emergency be so severe the existing crew can be required by supervisor to continue repairs until additional staffing is available and/or emergency condition has been completed.

Dutyman will be responsible to validate the completion of emergency for the entire crew.

Failure to follow or abuse of this process will result in discipline of the individuals involved. A second incident of abuse by any bargaining unit member(s) will result in this side letter being rescinded.

For the union:

Mark Nune  
GC B  
January Barbrin  
Walt A  
John M Bailey

For the District:

Shelley  
DeStamnet  
M. J. Allen

1. Employees remaining in the Billing Technician I, II and III positions will receive a \$.50 increase effective with the new collective bargaining agreement.
2. Management will reorganize the department based upon best fit by individual skills and attitudes.

For the union:

Mark Lane  
Glenn  
January Balmaine  
Mark  
James M. Bailey

For the District:

Paul Winters  
Beth Annell  
Ann

APPENDIX #A

The parties hereby agree to utilize the L.M.C. provisions of the contract if necessary for purposes of accommodations of any Employees, per provisions of A. D.A. and the contract.

APPENDIX #B

GRIEVANCE REPORT  
AFSCME OHIO COUNCIL 8 - LOCAL \_\_\_\_\_

Employee's Name \_\_\_\_\_

Employee's Classification \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Supervisor \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Union Representatives Signature \_\_\_\_\_

Grievance \_\_\_\_\_ Date Submitted \_\_\_\_\_

\_\_\_\_\_ Step 1 [ ] \_\_\_\_\_

\_\_\_\_\_ Step 2 [ ] \_\_\_\_\_

\_\_\_\_\_ Step 3 [ ] \_\_\_\_\_

\_\_\_\_\_ Step 4 [ ] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Articles of Contract Violated \_\_\_\_\_

\_\_\_\_\_

Remedy Desired \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Answer from Step 1 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Answer from Step 2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Answer from Step 3 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Answer from Step 4 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Date Submitted to Arbitration \_\_\_\_\_

\_\_\_\_\_

APPENDIX C



PUBLIC SECTOR AUTHORIZATION  
MEMBERSHIP AND CHECKOFF CARD  
AUTHORIZATION/MEMBERSHIP



LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. No. \_\_\_\_\_

Employer \_\_\_\_\_ Classification \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

(Revised 5/89)



APPENDIX D

**AMERICAN FEDERATION OF  
STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**FAIR SHARE FEE  
PROCEDURE**

For deductions beginning

January 1, 2014

**NOTICE TO ALL  
FAIR SHARE FEE PAYERS  
EMPLOYED BY A  
PUBLIC EMPLOYER  
IN THE STATE OF OHIO**

This notice is being provided to all employees employed by a political subdivision of the State of Ohio or other public employer who pay a fair share fee to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, herein Ohio Council 8; and/or any of its affiliated Local Unions pursuant to a collective bargaining agreement. The purpose of this Notice is to provide you with information and set forth procedures concerning implementation of your legal rights.

Ohio law permits, absent a request of a reduction, fair share fee charges up to an amount equal to regular union dues. Fair share fee payers may object to or challenge the fair share fee calculation under procedures set forth below. The nonchargeable percentage reflects expenses to support political, organizing and ideological activity and expenses unrelated to the costs of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment. The remainder of the fair share fee is the proportionate share of certain operating costs and costs of collective bargaining, contract administration and pursuing matters affecting wages, hours and



other terms and conditions of employment. The expenses of all Ohio Council 8 affiliated local unions were considered to be totally nonchargeable. Fair share fee payers were not charged for the operation of any affiliated Local Union.

The chargeable expenses include your pro rata share of the costs of the following activities of the American Federation of State, County and Municipal Employees, AFL-CIO (herein AFSCME ) and Ohio Council 8 (herein the Unions when referenced jointly).

Expenses associated with the following activities are totally chargeable:

1. Gathering information in preparation for the negotiation of collective bargaining agreements.
2. Gathering information from employees concerning collective bargaining positions.
3. Negotiating collective bargaining agreements.
4. Administration of ballot procedures on the ratification of negotiated agreements.
5. The public advertising of the Unions' positions on the negotiation, ratification, or implementation of collective bargaining agreements.
6. Lobbying for the negotiation, ratification or implementation of a collective bargaining agreement.
7. Adjusting grievances pursuant to the provisions of collective bargaining agreements, enforcing collective bargaining agreements and representing employees in proceedings under civil service laws or regulations.
8. Purchasing books, reports, and advance sheets used in (a) negotiating and administering collective bargaining agreements, (b) processing grievances.
9. Paying technicians in labor law, economics and other subjects for services used (a) in negotiating and administering collective bargaining agreements, (b) in processing grievances.
10. Proceedings regarding jurisdictional controversies under the AFL-CIO constitution.
11. Membership meetings and conventions held at least in part to determine the positions of employees on collective bargaining issues, contract administration and other matters affecting wages, hours and working conditions, including the cost of sending representatives to such meetings and conventions.

12. Internal communications which concern collective bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs and other matters affecting wages, hours and working conditions.

13. Impasse procedures, including fact-finding, mediation, arbitration, strikes, slowdowns, and work stoppages, over provisions of collective bargaining agreements and the administration thereof, so long as they are legal under state law. These costs may include preparation for strikes, slowdowns, and work stoppages regardless of their legality under state law, so long as no illegal conduct actually occurs.

14. The prosecution or defense of arbitration, litigation or charges to obtain ratification, interpretation, implementation or enforcement of collective bargaining agreements and any other litigation before agencies or in the courts which concerns bargaining unit employees which is normally conducted by an exclusive representative.

Expenses associated with the following activities are chargeable to the extent that they are germane to collective bargaining activity, are justified by the government's vital policy interest in labor peace and avoiding free-riders, and do not significantly add to the burdening of free speech that is inherent in the allowance for fair share fee collection.

15. Services provided by a parent organization to other bargaining units, which are provided from a pool of resources available to all units and may ultimately inure to the benefit of the members of the local bargaining unit.

16. Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating collective bargaining agreements and processing grievances.

17. Paying technicians in labor law, economics and other subjects for services used in activities other than negotiating, implementing and administering collective bargaining agreements and processing grievances.

18. Membership meetings and conventions held for purposes other than to determine the positions of employees on collective bargaining issues, contract grievance adjustment or other matters affecting wages, hours and working conditions.

19. Internal communications which concern subjects other than collective bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs, or other matters affecting wages, hours and working conditions.

20. Prosecution or defense of arbitration, litigation or charges involving matters other than the ratification, interpretation, implementation or enforcement of collective bargaining agreements, or which relates to the maintenance of the union's association or corporate existence.

21. Social and recreational activities.

22. Payments for insurance, medical care, retirement, disability, death and related benefit plans for union employees, staff and officers.

23. Administration activities and expenses allocable to the Unions' activities and expenses for which agency shop and fair share fee payers are charged.

Expenses associated with the following activities are not chargeable:

24. Training in voter registration, get-out-the-vote and political campaign techniques.

25. Supporting and contributing to charitable organizations.

26. Supporting and contributing to political organizations and candidates for public office.

27. Supporting and contributing to ideological causes.

28. Supporting and contributing to international affairs.

29. The public advertising of the Unions' positions on issues other than negotiation, ratification, or implementation of collective bargaining agreements.

30. Lobbying for purposes other than the negotiation, ratification or implementation of a collective bargaining agreement.

31. Organizing within the bargaining unit in which fair share fee or agency shop payers are employed.

32. Organizing other bargaining units.

33. Seeking to gain representation rights in units not represented by the Unions, including units where there is an existing designated representative.

34. Defending the Unions against efforts by other unions or organizing committees to gain representation rights in units represented by the Unions.

35. Affiliation fees to the AFL-CIO and its state federations and central bodies.

36. Member-only benefits.

The AFSCME's fair share fee percentage was compiled based on the following financial information. This financial information sets forth the expenditures of AFSCME in major categories and states the amounts of expenditures which are chargeable/nonchargeable to fair share fee payers pursuant to the criteria set forth above.

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**REVISED CALCULATION OF CHARGEABLE EXPENSE BASED ON EXPENSE DURING THE YEAR ENDED 12/31/12 APPLICABLE TO FAIR SHARE FEES FOR THE PERIOD JANUARY - DECEMBER 2014**

INTERNATIONAL EXPENSE	TOTAL 2012 INTERNATIONAL EXPENSE*	TOTAL CHARGEABLE EXPENSE	ALLOCATED NONCHARGEABLE EXPENSE
ASSISTANCE TO AFFILIATES	6,474,641	4,699,976	1,774,665
AUDITING	1,857,711	1,771,743	85,968
CONVENTION	8,115,346	8,115,346	0
CONFERENCE AND TRAVEL SERVICES	1,693,460	447,073	1,246,387
COMMUNICATIONS	8,411,717	1,394,195	7,017,522
EDUCATION	4,097,658	2,445,120	1,652,538
EXECUTIVE BOARD	1,809,079	1,809,079	0
FIELD SERVICES	41,264,080	8,409,431	32,854,649
FINANCIAL SERVICES	12,898,073	3,405,091	9,492,982
GENERAL COUNSEL	3,432,589	2,939,538	493,051
GENERAL OPERATING & BUILDING SERVC. **	8,212,198	8,212,198	0
HUMAN RESOURCES	1,478,198	390,244	1,087,954
INFORMATION SYSTEMS	6,835,450	1,804,559	5,030,891
INTER-UNION AFFILIATIONS	20,749,980	7,475	20,742,505
INTERNATIONAL RELATIONS	1,945	0	1,945
JUDICIAL PANEL	1,092,663	1,092,663	0
FEDERAL GOVERNMENT AFFAIRS	5,105,526	(82,314)	5,187,840
POLITICAL ACTION & PEOPLE	60,719,366	102,997	60,616,369
PRESIDENT'S OFFICE	3,284,818	787,992	2,496,826
RESEARCH	7,672,023	6,297,398	1,374,625
RETIRES	1,734,992	831,454	903,538
SECRETARY- TREASURER'S OFFICE	1,185,784	313,047	872,737
<b>TOTALS</b>	<b>\$208,127,297</b>	<b>\$ 55,194,305</b>	<b>\$152,932,992</b>

TOTAL CHARGEABLE EXPENSE (2012) \$55,194,305 26.519%  
 TOTAL INTERNATIONAL EXPENSE (2012) \$ 208,127,297

\* TOTAL EXPENSE, CONVENTION EXPENSE, AFFILIATION REBATES AS AUDITED BY BOND BEEBE, CERTIFIED PUBLIC ACCOUNTANTS.

\*\* GENERAL OPERATING & BUILDING SERVICES EXPENSES HAVE BEEN ALLOCATED AS INDIRECT OVERHEAD TO HQ AND FIELD DEPARTMENTS ON A PERCENTAGE BASIS.

**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

To the Executive Board  
 American Federation of State,  
 County and Municipal  
 Employees, AFL-CIO

We have audited the accompanying revised consolidated schedule of expenses and allocation between chargeable expenses and nonchargeable expenses of American Federation of State, County and Municipal Employees, AFL-CIO for the year ended December 31, 2012, and the related notes to the statement.

**Management's Responsibility for the Financial Statement**

Management is responsible for the preparation and fair presentation of this statement in accordance with accounting principles generally accepted in the United States of America, the definitions presented in Note 3 to the statement and the significant factors and assumptions described in Note 4 to the statement; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement that is free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the statement in order to design audit procedures that are appropriate in the circumstances, but not for the

purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statement. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the revised consolidated schedule of expenses and allocation between chargeable expenses and nonchargeable expenses referred to above presents fairly, in all material respects, the expenses of American Federation of State, County and Municipal Employees, AFL-CIO for the year ended December 31, 2012 in accordance with generally accepted accounting principles and the allocation of expenses between chargeable expenses and nonchargeable expenses on the basis of the definitions in Note 2 to the statement and the significant factors and assumptions described in Note 3.

**Basis of Accounting**

We draw attention to Notes 2 and 3 to the statement, which describe the definitions of chargeable expenses and nonchargeable expenses and the significant factors and assumptions used in the allocation of expenses between chargeable and nonchargeable, which is a basis of accounting other than accounting principles generally accepted in the United States of America, used for the purpose of determining the fair share cost of services rendered by the International Union for agency fee payers represented by, but not members of, the International Union. Our opinion is not modified with respect to that matter.

**Other Matter**

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of American Federation of State, County and Municipal Employees, AFL-CIO as of and for the year ended

December 31, 2012, and our report thereon dated October 25, 2013 expressed an unmodified opinion on those financial statements. Except as discussed in Note 1 and Note 3(m), the expenses reflected in the total expenses column agree with the expenses in the audited consolidated financial statements of AFSCME for the year ended December 31, 2012.

**Restriction on Use**

This report is intended solely for the information and use of the Executive Board and management of American Federation of State, County and Municipal Employees, AFL-CIO and is not intended to be and should not be used by anyone other than these specified parties.

Bond Beebe  
Bethesda, MD  
October 25, 2013

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
Notes to Revised Consolidated Schedule of  
Expenses and Allocation  
Between Chargeable Expenses and Nonchargeable  
Expenses For the Year Ended  
December 31, 2012

Note 3 - Significant Factors and Assumptions Relating  
to the Allocation of Expenses Between Chargeable  
Expenses and Nonchargeable Expenses

Significant factors and assumptions underlying the allocation of expenses between chargeable and nonchargeable amounts are summarized as follows:

a. For purposes of the calculation, except as noted below, departments are classified as either programmatic or administrative departments. Programmatic departments implement the programs of AFSCME, and provide services to AFSCME affiliates. Allocations of chargeable expenses and nonchargeable expenses of the programmatic departments are made on the basis of a review of the activities and

expenses of the individual departments.

Administrative departments oversee and coordinate the functions of AFSCME and provide support functions to the programmatic departments. Included among the administrative departments are the International Union Officers and their staffs, Financial Services, Human Resources and Conference and Travel. The expenses for the administrative departments are allocated as chargeable and nonchargeable in the same proportion as the total chargeable expenses and nonchargeable expenses of the programmatic departments. The overhead attributable to the programmatic departments is included as an administrative department expense in determining the chargeable and nonchargeable proportion of their expenses.

b. For purposes of this calculation, organizing expenses are treated as nonchargeable. The Field Services Department is responsible for all of the International Union's organizing activities. The Field Services Department engages in organizing activities in two ways. First, the Field Services Department has certain employees who have, as one of their responsibilities, the organizing of new members. Second, the Field Services Department provides grants to AFSCME affiliates to permit them to engage in organizing.

The Union examines the staff who may have any involvement in organizing, either internal organizing in pre-existing bargaining units, or external organizing of new bargaining units. To the extent such staff are involved in organizing, their salaries are treated as nonchargeable.

The cost of all health and retirement benefits and all travel expenses of each permanent field service staff person who engaged in any organizing activities are treated as nonchargeable to the same extent as the salary of such person. Additionally, all overhead costs associated with organizing are treated as nonchargeable.

Certain of the activities of the Field Services Department are conducted through projects. Each of those projects is examined, and, if the purpose of the project includes any organizing, that portion of the project related to organizing, including that portion of the salaries, benefits and travel expenses of project staff employed in connection with such project is treated as nonchargeable.

Finally, the Field Services Department makes certain grants to AFSCME locals and councils for a variety of purposes, including organizing by the Union. All of these grants are reexamined by the Union and if the purpose of the grant includes organizing, that portion of the grant is treated as nonchargeable.

Nonchargeable and chargeable expenses, which were \$106,166,974 and \$101,960,323 before, have been restated to \$152,932,992, and \$55,194,305, as a result of this revised calculation.

c. Costs associated with AFSCME publications, including editorial, production, and distribution expenses, are allocated on the basis of a square inch analysis of the chargeable content of the publication.

d. For the purpose of allocating personnel costs, it is assumed that employees work 7 hours per day and 231 days per year. The employee benefits percentage rate is based on a comparison of total department employee benefits to total department salary costs. Employee benefits are allocated on a departmental basis, based upon total chargeable and nonchargeable salary, multiplied by the benefits percentage rate.

e. Activities of the programmatic department staff are individually analyzed and are allocated on the basis of chargeable activities. The personnel costs of the public affairs staff involved in the editing or production of AFSCME's publications are allocated on the basis of the chargeable content of the publications.

f. Reimbursed and charged travel expenses of the programmatic department staff are individually analyzed and allocated as chargeable or nonchargeable depending on the nature of the activity. Reimbursed expenses of the Public Affairs staff involved in the editing and production of AFSCME publications are allocated on the basis of the chargeable content of the publication.

g. Headquarters overhead expenses are allocated on the basis of the activities of headquarters personnel. All headquarters overhead expenses are allocated to headquarters departments on the basis of the individual department's percentage of total headquarters salary costs. Included in the calculation of headquarters overhead costs are general operating and building service costs. Overhead expenses allocated to each department are allocated between chargeable and nonchargeable on the ba-

sis of chargeable salaries as a percentage of total salaries within that department.

h. Field overhead expenses are pooled and allocated on the basis of the activities and salaries of field staff. Included in the calculation of field over-head costs are office rental, equipment, and general operating costs of the field offices. Field overhead expenses are allocated between chargeable and nonchargeable on the basis of chargeable field staff salaries as a percentage of total field staff salaries.

i. Assistance to AFSCME affiliates are individually analyzed and allocated on the basis of their chargeable content.

j. Contributions and participations are individually analyzed and allocated on the basis of their chargeable content.

k. Affiliation payments to other labor organizations are treated as nonchargeable expenses in this revised calculation.

l. The expenses of the Judicial Panel are determined to be fully chargeable.

m. Per capita rebates and CSOP rebates of \$3,995,339 classified as assistance to affiliates for purposes of this allocation are offset against per capita income in the audited consolidated financial statements of AFSCME.

The Ohio Council 8 percentage calculations were compiled based on the following financial information. This financial information sets forth the expenditures of Ohio Council 8 in major categories and states the amounts of expenditures which are chargeable/nonchargeable to agency fee payers pursuant to the criteria set forth above.

**OHIO COUNCIL 8, AFSCME, AFL-CIO  
CONSOLIDATED SCHEDULE OF EXPENSES AND  
ALLOCATION BETWEEN CHARGEABLE AND  
NONCHARGEABLE EXPENSES BASED ON THE YEAR  
ENDED 12/31/12 APPLICABLE TO FAIR SHARE FEES  
AND CERTAIN PRIVATE SECTOR DUES FOR THE  
PERIOD JANUARY THRU DECEMBER 2014**

EXPENSES	TOTAL OHIO COUNCIL 8 EXPENSES	2012 NON- CHARGEABLE EXPENSES	2012 CHARGEABLE EXPENSES
Salaries	5,514,818	1,070,461	4,444,357
Secretarial Services	4,082	788	3,274
Lost Time	18,162	10,078	8,084
FICA-Employer Share	431,573	83,773	347,800
Federal Unemployment Taxes	8,632	1,675	6,957
State Unemployment Taxes	11,438	2,220	9,218
Workers' Compensation Insurance	39,646	7,696	31,950
Health and Hospitalization Insurance	1,185,947	230,204	955,743
Life Insurance	88,859	17,196	71,393
Post Retirement Expense	372,904	72,385	300,519
Pension, Health and Welfare	563,971	109,472	454,499
Reimbursement - Staff & Other	138,328	61,472	76,856
Auto Leasing	18,984	3,668	15,316
Executive Board and Officers' Allowance	130,229	0	130,229
Executive Board and Officers' Travel Reimbursements	11,028	777	10,251
Executive Board Lost Time	4,416	969	3,447
Rent and Parking	10,321	0	10,321
Building Maintenance	315,351	0	315,351
Utilities	168,605	32,728	135,877
Equipment Repairs and Rentals	25,831	5,014	20,817
Depreciation-Buildings	72,548	0	72,548
Depreciation-Building Improvements	101,061	0	101,061
Depreciation-Office Furniture & Fixtures	24,017	0	24,017
Depreciation-Office Equipment	63,236	0	63,236
Office and Computer Supplies	85,811	16,657	69,154
Printing	57,082	9,677	47,405
Postage, Freight and Mailing	43,990	8,539	35,451
Telephone	121,990	23,679	98,311
Subscriptions and Publications	37,855	5,231	32,624
Copying	36,586	7,102	29,484
Moving	0	0	0
Meetings and Conferences	175,637	37,194	138,443
Newspaper Publications	51,743	18,682	33,061
Advertising	1,733	0	1,733
Political Communications Contribution	122,988	122,988	0
Joint Legislative Coordinator	49,547	49,547	0
Member Programs	0	0	0
Legal Fees	31,128	0	31,128
Arbitration Fees	82,439	0	82,439
Fact Finding	726	0	726
Settlement Expense	1,820	0	1,820
Other Professional Fees	119,124	2,400	116,724
Property Insurance	37,812	0	37,812
Real Estate Taxes	133,438	0	133,438
Contributions	43,227	43,227	0
Flowers and Benevolence	784	0	784
Affiliation Fees	3,625	290	3,335
Litigation Costs	10,862	5,747	5,115
Member Rebates	361	361	0
Interest Expense	12,116	0	12,116
Theft loss Expense	0	0	0
Bank Service Charge	10,585	95	10,490
<b>TOTAL</b>	<b>\$10,496,706</b>	<b>\$2,061,992</b>	<b>\$8,434,714</b>
<b>TOTAL CHARGEABLE EXPENSE(2012)</b>		<b>\$8,434,714</b>	
<b>TOTAL OHIO COUNCIL 8 EXPENSE(2012)</b>	<b>\$10,496,706</b>		<b>80.356%</b>

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
Ohio Council 8, AFSCME, AFL-CIO Worthington,  
Ohio

### **Report on the Consolidated Schedule of Expenses and Allocation Between Chargeable and Nonchargeable Expenses**

We have audited the accompanying consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses, and the related notes to the consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses of Ohio Council 8, AFSCME, AFL-CIO (Council) for the year ended December 31, 2012.

### **Management's Responsibility for the Consolidated Schedule of Expenses and Allocation Between Chargeable and Nonchargeable Expenses**

The Council's management is responsible for the preparation and fair presentation of the consolidated schedule of expenses. This schedule is based upon the Council's financial statements for the year ended December 31, 2012, which were audited by McGladrey LLP, whose report dated May 30, 2013, expressed an unqualified opinion on those financial statements.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the consolidated schedule of expenses and the allocation between chargeable and nonchargeable expenses based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated schedule of expenses and allocation between chargeable and non chargeable expenses is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses.

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The procedures selected depend on the auditor's judgment, including the assessment of whether the consolidated schedule of expenses and allocation between chargeable and non chargeable expenses is free of material misstatement. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated schedule of expenses and allocation between chargeable and non chargeable expenses in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the consolidated schedule of expenses and allocation between chargeable and nonchargeable expenses referred to above presents fairly, in all material respects, the expenses of Ohio Council 8, AFSCME, AFL-CIO as of December 31, 2012, and the allocation between chargeable and nonchargeable expenses, on the basis of the significant factors and assumptions described in Note 4.

McGladrey, LLC  
Columbus, Ohio  
August 2, 2013

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**Ohio Council 8, AFSCME, AFL-CIO  
Notes to Consolidated Schedule of  
Expenses and Allocation Between  
Chargeable and Nonchargeable Expenses**

**Note 4 — Significant Factors and Assumptions Relating to the Allocation of Expenses**

The allocation of chargeable and nonchargeable expenses of Ohio Council 8 was based upon the audited expenses which appear under the heading "Total Expenses" on the accompanying consolidated schedule for the Council. These expenses were obtained from the financial statements of Ohio Council 8 that were audited for the year ended December 31, 2012, by McGladrey & Pullen, LLP, who expressed an unqualified opinion in their report dated May 30, 2013. Significant factors and assumptions underlying the allocation of such expenses between chargeable and nonchargeable amounts are summarized as follows:

A. The structure of Ohio Council 8 is comprised of the following Departments: Administrative, Legal, Field Services and Organizing, Membership Services, Communications, Legislation and Health Care and Public Policy departments. In addition, Ohio Council 8 maintains eight Regional Offices consisting of a Regional Director, Field Staff and Clerical Staff. The Legal, Membership Services, Field Services and Organizing, Communications, Legislation and Health Care and Public Policy departments implement the programs of the union and provide services to local unions. Allocation of chargeable and nonchargeable expenses is made on the basis of a review of the activities and expenses of the individual departments, regional offices, and employees. The Legal Department of Ohio Council 8 makes the final determination of the allocation of chargeable and nonchargeable expenses.

B. The chargeable and nonchargeable expenses in regard to organizing activities were calculated using the following criteria: If a matter handled by the Legal Department was initiated or pursued for an or-

ganizing purpose, then all of the Legal Department's staff time and all of the field staff time associated with the matter was characterized as nonchargeable. Organizing activities and organizing related expenses of all Departments and Regional Offices of Ohio Council 8 were treated as totally nonchargeable. Organizing activities and organizing related expenses relative to internal union organizing to build the local union or defend against decertification efforts or raids were treated for purposes of this notice as total nonchargeable.

C. Affiliation payments to the AFL-CIO and its state federations and central bodies were treated as totally nonchargeable expenses for the purpose of this calculation.

D. All lobbying expenses incurred for purposes other than the negotiation, ratification or implementation of a collective bargaining agreement were treated as totally nonchargeable.

E. The Legal Department consists of the Office of the General Counsel of the Council, the expenses of which were allocated based upon a review of the activities of the attorneys and clericals employed in that department, and expenses incurred by the Council for outside attorneys which were allocated based upon the nature of the services and subject matter for which they were retained. To the extent the staff representatives engaged in activities related to Legal Department activities allocated as nonchargeable, these staff activities were also considered nonchargeable. Settlement and other litigation expenses are reviewed by the General Counsel and allocated based upon the nature and subject matter of the litigation.

The Legal Department is a full service legal department which litigates and counsels on issues concerning internal union administration, collective bargaining, contract administration and matters concerning wages, hours and other terms and conditions of employment of bargaining unit employees. These issues are litigated in federal and state court proceedings, state and federal administrative agencies and arbitration proceedings, in addition, the Legal Department files various representation petitions before state and federal agencies and litigates bargaining unit questions in arbitration and court proceedings.

F. The Administrative Department, which includes

the Office of the President and First Vice President, coordinates the functioning of the union and provides support functions to the other Ohio Council 8 Departments and Regional Offices. Activities of the Administrative Department are individually analyzed for the purpose of determining the allocation of chargeable and nonchargeable hours generally based upon the individuals' actual hours worked during the year.

G. Ohio Council 8 is governed by an Executive Board which meets quarterly to conduct the business of the Council. Allocation of chargeable and nonchargeable expenses of the Executive Board were made on the basis of a review of the activities of the members of the Board.

H. Costs associated with the Council's newspaper publication, including editorial, production, and distribution expenses, are allocated on the basis of a square inch analysis of the chargeable content of the publication.

I. Activities of personnel were individually analyzed for the purpose of determining the allocation of chargeable and nonchargeable hours generally based upon the individuals' actual hours worked during the year. Employee benefits were allocated based upon total nonchargeable salary divided by total salary to obtain a nonchargeable salary percentage.

J. Reimbursed and charged travel expenses of the staff were individually analyzed and allocated as chargeable or nonchargeable depending on the nature of the activity.

K. Ohio Council 8 analyzed, on an individual basis, the detail in expense line items to allocate chargeable versus nonchargeable expenses. Where it was not feasible to analyze expenses for allocation, such as for building, equipment and general operating costs, Ohio Council 8 applied the nonchargeable salary percentage to obtain the nonchargeable expense.

L. Contributions were individually analyzed and allocated on the basis of their chargeable content.

## **LOCAL UNIONS**

The expenses of all affiliated Local Unions were treated as totally nonchargeable for the year 2012.

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This decision may not be followed in subsequent years. Thus, a zero chargeable percentage was used for Local Unions in Ohio in computing the final weighted average percentage of chargeable and nonchargeable percentages for the 2012 calculations.

## **CALCULATION OF FINAL PERCENTAGE OF CHARGEABLE AND NONCHARGEABLE EXPENSES**

Applying the criteria set forth above to the chargeable and nonchargeable percentages of AFSCME and Ohio Council 8, and the zero percentage for affiliated Local Unions, a percentage of chargeable expenses was determined. A weighted average calculation was used based upon the percentage of each level of fees received by AFSCME and Ohio Council 8 based upon the minimum dues structure. These calculations resulted in a chargeable percentage of 52.138%. Therefore, upon an objection or challenge your fair share fee will be adjusted to 52.138 % of the amount of regular dues established by your Local Union. These percentages will be in effect for the period of January 1, 2014, through December 31, 2014, when a new fair share fee will be calculated and placed in effect. As dues change, your fair share fee will change.

## **PROCEDURE FOR OBJECTING TO THE USE OF FAIR SHARE FEES FOR POLITICAL OR IDEOLOGICAL CAUSES**

A procedure has been established for objecting to the use of fair share fees for nonchargeable expenses. You must comply with these procedures in order to object to the use of nonchargeable monies by AFSCME and Ohio Council 8. Please read these procedures carefully. An objection may be filed without filing a challenge. All challengers will automatically be considered to be objectors.

A. The Objection: The objection may be filed separately or along with a challenge but must be clearly designated as an objection. The objection must be

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filed in writing. The objection must include the following: 1. Name, address and telephone number. 2. Last four digits of your social security number. 3. Name of employer. 4. Work location. 5. Job Title. 6. Local union representing the unit. Absent unusual circumstances, a written objection must be received at Ohio Council 8's Headquarters office between November 20, 2013 and December 19, 2013. No objections will be accepted before November 20, 2013 or after December 19, 2013.

B. After the objection has been authenticated, the objectors' fair share fee amount will be reduced by the nonchargeable percentage established and set forth above for calendar year 2014.

### **PROCEDURE FOR CHALLENGING THE AMOUNT OF THE FAIR SHARE FEE**

A procedure has been established for challenging the amount of the fair share fee calculations. Please read these procedures carefully. You must comply with these procedures in order to challenge the fair share fee calculation.

A. The Challenge: Each fair share fee payer must file a separate challenge. The challenge must be filed in writing. The written challenge must include the following: 1. Fair share fee payer's name, address and telephone number. 2. Last four digits of your social security number. 3. Name of employer. 4. Employing agency. 5. Work location. 6. Job Title. 7. Local union representing the unit. Absent unusual circumstances, the written challenge must be received at Ohio Council 8's headquarters office between November 20, 2013 and December 19, 2013. No challenge will be accepted before November 20, 2013 or after December 19, 2013.

B. Arbitration Procedure for Challenges: The Unions have established an arbitration procedure for resolving challenges to the amount of the fair share fee adjustment. The procedure will result in a prompt resolution of the challenge by an impartial arbitrator. Challengers will receive complete information concerning the arbitration procedure upon receipt of a timely and properly written challenge.

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All challenges filed within the prescribed time period will be consolidated into a single proceeding. The American Arbitration Association will select an arbitrator. The arbitrator will notify all parties by mail as to the date, time and location of a prearbitration conference. The purpose of the prearbitration conference is to establish a date, time, place and procedures for conducting the arbitration hearing. These matters will be determined by those parties present. Unresolved matters will be determined by the arbitrator.

After completion of the prearbitration conference, the arbitrator will notify the parties by mail of the date, time, place and procedures of the arbitration hearing. The notice will state that if challengers fail to appear for the hearing, the arbitrator can close the record after introduction of the Unions' evidence and issue a ruling on the basis of the record and the argument presented by the Union.

The arbitration hearing will normally begin within sixty (60) days of the close of the challenge period. The arbitrator's award will issue within thirty (30) days of the close of the arbitration hearing.

C. Escrow of Fair Share Fees: Upon receipt of a written challenge, as specified above, Ohio Council 8 will, commencing with the first fair share fee payment received following receipt of a timely challenge, place in an established interest bearing escrow account, an amount equal to one hundred percent (100%) of the challenger's monthly fair share fee payment on a monthly basis. The fair share fees paid will remain in escrow until the arbitration award issues and will thereafter be distributed to the appropriate parties and the challenger pursuant to the arbitrator's award.

D. All challengers will be automatically treated as objectors and their fair share fee payments will be reduced in accordance with the objection procedures set forth below.

E. Post Arbitration Procedures: The adjusted rates (percentages) as set forth in this calculation, or as modified by the arbitrator will apply to all fair share fees paid for the period January 1, 2014 through December 31, 2014. While the percentages will remain the same throughout said period, the fair share fee

Page 21

payment may vary as the dues level of the Local Unions change. The final recalculated fair share fee rate established will apply to challengers as of January 1, 2014, and appropriate adjustments will be made in accordance with the arbitration decision. No fair share fee challenges will be accepted after the challenge period specified above for the period established by the notice.

**ADDRESS FOR  
FILING CHALLENGES  
AND OBJECTIONS**

Challenges to the fair share fee calculations or objections shall be filed with the person designated at the address set forth below, either by mail or personal delivery. While not required, it is recommended that all challenges and objections be sent by certified mail, return receipt requested.

Susan L. Wagoner, Controller  
Ohio Council 8  
American Federation of State, County  
and Municipal Employees, AFL-CIO  
6800 North High Street  
Worthington, Ohio 43085-2512

**PROCEDURE WHEN A  
FAIR SHARE FEE PAYER  
FAILS TO RECEIVE A REDUCTION**

Should any fair share fee payer's payments not be adjusted by the Employer by the percentages set forth in this notice, that fair share fee payer must write Ohio Council 8 explaining the situation and forwarding the same information required of a challenge. Ohio Council 8 will then take immediate action to remedy the situation as warranted by the facts. This procedure shall be effective through December 31, 2014.

All questions concerning this procedure must be in writing and addressed or delivered to Ohio Council 8 at the address set forth above.

## Military Leave Policy

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ORC 5923

NWSD 2002-34 dated June 13, 2002

### I. Policy

A. Service in the United States armed forces is both a privilege and duty. The District shall not refuse to employ or discharge any employee because of military membership, nor shall employees be prevented from performing any military service they may be called upon to do. It is the intent of the District to follow the requirements of the Ohio Revised Code where applicable.

### B. Requests for Military Leave

1. Requests for leave must be submitted to the Executive Director or supervisor at least two weeks in advance of the leave date or as soon as need for leave is known to employees.
2. The request shall state the reason for taking leave of absence, first day of leave, and return to work date. A copy of the order or notification to report must be attached. The order or statement from the appropriate military command shall specify, by name, that the employee is to report for duty.
3. Emergency requests will be considered if the need arises.
4. Employees absent without proper authorization will be charged with an unauthorized absence and will be subject to disciplinary action.
5. Military leave cannot be denied for failure to properly notify the employer, but may be grounds for disciplinary action.

### C. Induction

1. Employees shall be granted a leave of absence to receive their physical examination or otherwise be inducted into the military.
2. Employees shall be granted up to three work days of sick leave, vacation leave, or other applicable time (or a leave of absence without pay, if necessary) per calendar year for physical examination and induction purposes.

D. Military Leave With Pay (Short-term)

1. Permanent employees who are members of the Ohio National Guard, or any other reserve component of the United States armed forces, are entitled to military leave of absence with pay for a period not to exceed 22 eight hour work days (176 hours) per calendar year provided employees are called for field training or active duty. This uniformed service need not be in one continuous period of time.
  - a. During this period of 22 eight hour days (176 hours) or less of service within one calendar year, employees will be compensated for this time and continue to accrue sick leave and vacation time and service credit from the District.
  - b. Employees are required to submit a copy of military orders or other statement in writing from the appropriate military authority as evidence of a call to training or duty.
  - c. When the call to duty exceeds 22 work days, or 176 hours, in any one calendar year, employees shall be granted a military leave of absence for the time in excess of 22 work days for such duty as ordered by the president of the United States or Governor of the State of Ohio and will be paid by the employer the lesser of the following:
    1. The difference between the employees gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month;
    2. Five hundred dollars.

For days exceeding 22 work days in a calendar year, the employee shall not receive any pay from the employer if the sum of their uniformed pay and allowances received in a pay period exceeds the employee's gross wage.

2. Sick leave and/or vacation accrual will accumulate at the normal rate during military leave with pay.

E. Long-Term Military Leave

1. Long-term military leave shall be defined as any situation where an individual is called or ordered to the uniformed services for longer than a month in a given calendar year. A month means

twenty-two (22) eight (8) hour work days or 176 hours within one calendar year.

2. The provisions of Section E only apply when an individual is ordered to military duty due to an Executive Order issued by the President of the United States or an Act of Congress.
3. Under circumstances of points 1 and 2 above, an individual called to military duty is entitled to be paid during each month of said military duty the lesser of:
  - a. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent employee's gross uniformed pay and allowances received that month;
  - b. Five Hundred Dollars.
4. However, an employee called to military duty under Section E is not entitled to receive any wage or salary for any month in which the military wage or salary (including allowances) is greater than the employee's wage or salary from the District.
5. Employees are required to submit a copy of military orders or other statement in writing from the appropriate military authority as evidence of a call to training or duty.
6. Employees who re-enlist while on active duty, or a commissioned officer who voluntarily enters into extended active duty beyond that required, upon accepting a commission, are not eligible for reinstatement.
7. Health care benefits will be provided by the District during a military leave without pay. COBRA benefits, which are available to eligible employees and eligible family members, will be paid by the employer.

The employee would not be responsible to pay for his monthly co-payment amount - it would be paid by the District.

The District would also pay for any other medical benefits such as vision, dental, prescription, and life coverage in effect prior to the leave.

If an employee chooses not to return to their position with the District, the employee may be asked to repay the District for these costs.

#### F. Reinstatement

1. Veterans separated or discharged under honorable conditions must make application for re-employment to their former position within 90 calendar days from the date of their release from service. When veterans are hospitalized due to an in-service injury or illness that has not exceeded a period of more than one year, they must make application for re-employment within 90 calendar days after release from hospitalization.
  - i. Reinstatement must be completed within 30 calendar days after application is received.
  - ii. A copy of the discharge (DD Form 214) or certificate of service must be submitted with all requests for reinstatement or reappointment.
  - iii. Upon return to District employment, veterans must be physically qualified to perform the duties of their position. When a disability is sustained in military service, reasonable accommodation will be made to enable veterans to work at the same or equivalent position.
  - iv. Veterans are entitled to all salary benefits or other advancement during their absence as follows:
    - a. Sick leave and vacation shall be reinstated at the amount accumulated prior to entering service.
    - b. In determining vacation accrual, military leave shall be included in calculating employees' length of service.
    - c. Reinstated employees are eligible to receive any change in classification or pay range or step increase that would have accrued to their position if they had remained on the job.

- d. Upon returning from a military leave without pay, insurance coverage shall be reinstated on the first day of the month and return to duty as explained in the Subscriber Booklet for District Employees' Health Benefits Plan.

**TENTATIVE AGREEMENT**  
**NWSD and AFSCME LOCAL 1099**

**ARTICLE 53**  
**WAGES**

Effective January 1, 2016, all employees covered by this Agreement shall receive a one dollar (\$1.00) per hour increase to their base wage rate.

Effective January 1, 2017, all employees shall receive a fifty cents (\$.50) per hour wage increase to their base wage rate. Also effective January 1, 2017, the District shall create a pool of up to an additional fifty cents (\$.50) per hour. The additional fifty cents (\$.50) shall be allocated to covered employees based upon a performance appraisal. The performance appraisal tool will be developed by the Employee Development Committee no later than July 1, 2016. The performance appraisal will be completed by the District Manager utilizing this tool.

**ARTICLE 54**  
**DURATION/TERMINATION**

**SECTION 1**

This Agreement shall be effective as of January 1, 2014-2016 and shall remain in effect and full force until December 31, 2016. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing on or before August 1, 2016 prior to the termination (anniversary) or date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of termination of this Agreement is provided to the other party in the manner set forth in the following action.

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SECTION 2

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than five (5) days prior to the desired termination date which shall not be before the anniversary date set forth above in Section 1. Mediation agencies (Federal Mediation and Conciliation Service) acceptable to both parties may enter negotiations at the request of both parties.

For the Employer:

  
\_\_\_\_\_  
Jerry Greiner

  
\_\_\_\_\_  
Dan Wickard

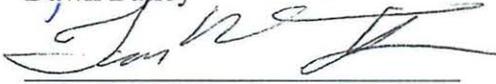
  
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Beth Vannett

  
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Kay Ball

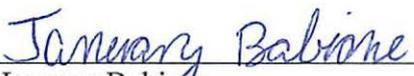
  
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R. Kent Hughes  
1-14-16

For the Union:

  
\_\_\_\_\_  
Dawn Bailey

  
\_\_\_\_\_  
Thomas McGrain

  
\_\_\_\_\_  
Mark Berfield

  
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January Babione

  
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Matt Dennis

## COLLECTIVE BARGAINING UNIT HOURLY WAGE SCHEDULE

	2016	2017
Water & Sewer Technician I	\$19.54	\$20.04
Water & Sewer Technician II	\$19.80	\$20.30
ST Lab Technician I	\$19.02	\$19.52
ST Lab Technician II	\$19.79	\$20.29
STMO I	\$19.02	\$19.52
STMO II	\$20.15	\$20.65
STMO III	\$20.41	\$20.91
Mechanic	\$20.15	\$20.65
WSMW I	\$17.49	\$17.99
WSMW II	\$19.02	\$19.52
WSMW III	\$20.15	\$20.65
WSM Worker IV	\$21.43	\$21.93
Engineering Aide I	\$19.27	\$19.77
Engineering Aide II	\$21.08	\$21.58
Engineering Aide III	\$22.85	\$23.35
Billing Technician I	\$18.14	\$18.64
Billing Technician II	\$19.66	\$20.16
Billing Technician III	\$20.30	\$20.80
<b>Customer Service Rep I</b>	\$17.63	\$18.13
<b>Customer Service Rep II</b>	\$19.15	\$19.65
<b>Customer Service Rep III</b>	\$19.79	\$20.29
<del>Clerk-Typist I</del>		
<del>Clerk-Typist II</del>		
<del>Eng Tech/Computer Op</del>		
Dispatcher/Inventory Clerk I	\$17.49	\$17.99
Dispatcher/Inventory Clerk II	\$19.02	\$19.52
Electronic Tech	\$21.16	\$21.66
Meter/Field Tech 1	\$19.02	\$19.52
Meter/Field Tech 2	\$20.15	\$20.65
Meter/Field Tech 3	\$20.41	\$20.91
Water Quality Field Tech 1	\$19.02	\$19.52
Water Quality Field Tech 2	\$20.15	\$20.65
Water Quality Field Tech 3	\$20.41	\$20.91
STMO Pump Station Maint I	\$17.49	\$17.99
STMO Pump Station Maint II	\$19.02	\$19.52
STMO Pump Station Maint III	\$20.15	\$20.65
STMO Pump Station Maint IV	\$21.43	\$21.93
Shift Operator	\$19.40	\$19.90
<b>Percentage increases:</b>	<b>\$1 per hr</b>	<b>\$0.50 per hr</b>