

STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT**

**BETWEEN**

**LEADING CREEK WATER  
CONSERVANCY**

**AND THE**

**UNITED MINE WORKERS OF AMERICA**

**DISTRICT 17**

**LOCAL 892**

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**AGREEMENT BETWEEN  
LEADING CREEK WATER CONSERVANCY  
AND THE  
UNITED MINE WORKERS OF AMERICA**

**Article I - Enabling Clause**

This agreement made this 1st day of February 2014 between the Leading Creek Rural Water Conservancy, ("Employer") and the International Union, United Mine Workers of America ("Union") on behalf of each member thereof, covers all of the employees of said operation described in Article IA Section (b), owned or operated by said "Employer"

WITNESS: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that at operations covered by this Agreement the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing all production and maintenance employees of the employer, but excluding all office clerical employees, guards and supervisors as defined in the Ohio Service Employers Relations Act.

It is also agreed that the Employer will upon notification of the Secretary Treasurer of the United Mine Workers deduct any dues and assessments from the pay checks of those members of the bargaining unit that have signed dues check-off forms, as instructed by the Secretary Treasurer's office.

**Article IA - Scope and Coverage**

**Section (a) Management Rights**

The direction of the working force and the right to hire and discharge are vested exclusively by the Employer. .

**Section (b) Work Jurisdiction**

All work customary and normally performed by Leading Creek employees, in the field, treatment plant and have assisted in, with a past practice and customs shall be work performed by classified employees of the Employer covered by and in accordance with the terms of this Agreement.

### Section (c)

The employer reserves the right to employ part-time help as long as there are no bargaining unit employees in layoff status, who are qualified to perform the work that is necessary. This is understood to be for part-time work only.

### Section (d) Exemptions Clause

It is the intention of this Agreement to reserve to the Employers and except from this Agreement an adequate force of supervisory employees to effectively conduct the safety, confidentiality, financial stability and efficiency of the operation and at the same time, to provide against the abuse of such exemptions by excepting more such employees than are reasonably required for that purpose.

### Section (e) Supervisors Performing Classified work

It is understood that only in the case of necessity and for the purpose of training and instructing of classified employees, supervisors may be permitted to work. When a dispute arises under this section, it shall be adjudicated through the grievance machinery, and in such proceedings the following rule will apply:

But the Employers shall not use this provision to exempt from the provisions of this Agreement as supervisors, more employees than are necessary for the safe and efficiency of the operation.

### Section (f)

Supervisors shall not on a regular basis be carrying out the work of Union employees. Nor shall management employees carry out, on a regular basis, jobs that should be done by Union employees. It is further understood that when it becomes necessary, under the terms of the Union contract for a supervisor employee to engage in work that normally would be carried out by a Union member, the supervisory employee, whenever possible, shall not displace the Union worker from his normally assigned position.

### Section (g) Union Rights

The Employer shall provide candidates for Union Office reasonable opportunity to campaign among his employees during their nonworking hours and in nonworking areas, provided there is no interference with production. Their employer further agrees to provide, to the extent practicable, space on company property for the holding of Union elections and the ratification of collective bargaining agreements.

### Section (h) Subcontracting

The Leading Creek Conservancy District shall have the right to assign or contract work to outside contractors (a) if the employer does not have the available equipment or regular employees with the necessary skills available to perform the work required and (b) to the extent that it shall not be exercised when such action may directly result in the layoff of an employee(s). Work normally and customarily performed by the bargaining unit shall not be contracted out.

## **Article II - Probationary Period**

The first ninety (90) working days at the District is called the probationary period. This time is generally spent with training employees in their new positions and acquainting them with the different types of work. The employee's supervisor is responsible for providing whatever training and guidance new employees might require for the job.

At the end of the probationary period, most new employees should have a fairly concise understanding of what their position entails and how it is to be executed. The supervisor at the end of the probationary period will evaluate the employees' progress at this point. The Board shall make a decision to place the employee on full time status with benefits or terminate employment.

### Employee Resignation

An employee may desire to resign from their job for various reasons. Whatever the cause, a minimum of two (2) weeks notice to the supervisor is expected. This notice must be in writing indicating the employee's reason for leaving, the effective date of termination, and a forwarding address (if applicable). The reason for requesting a two (2) week notice from the resigning employee is to allow adequate time to secure a replacement for the position they are leaving and to process the final paychecks and other benefits available to a terminating employee.

### **Article III-Personal Business During Working Hours**

The need to conduct personal business while at work arises on occasion; the employees should feel free to discuss this need with their supervisor. Such activities are prohibited unless specifically authorized by a supervisor.

Personal phone calls should be confined to breaks and lunch periods and only with special permission.

### **Article IV - Attendance**

If for some reason you must be late for work or are unable to be at work on a particular day, give your supervisor as much advance notice as possible. Since each person has an important job to do, it is necessary for arrangements to be made in advance to cover your job. Your advance notice is expected. Cases of repeated unexcused absence or tardiness will be considered grounds for corrective and progressive stages of discipline which would include verbal warnings, written warnings, suspension, and finally the discharge of the affected employee(s).

### **Article V - Solicitation**

There will be NO Solicitation of any kind and NO distribution of literature of any kind by anyone during work periods.

Usually accidents are caused by carelessness. The District is very much interested in the well-being of its employees and the employer takes precautions to assure safety in work areas. But, these measures will prove worthless without the employee's complete cooperation.

When an accident occurs, the employee shall immediately report it to their supervisor regardless of how small or insignificant the accident or injury seems. It is important to do this promptly. Documentation of an accident when it occurs is necessary to establish proper payment of any medical bills or disability that might result. Failure to report can result in discipline or non-payment of claims.

## **Article VI - Personal Records**

To establish a fair and unbiased criteria for judging an employee's work record, a permanent record of each employee's work history will be maintained by the Employer. These records will be kept confidential. They will be the District's Property and their contents will be made available only to authorized persons or by appropriate order. Any entry into the employee's records shall be made only after the employee receives a copy of said entry. Employees shall have the right to request a copy of their own records.

This record will contain an employee application, interview notes, references, attendance, vacation, payroll promotions, progress evaluations, training records, reprimands and other pertinent items related to their employment.

In case of emergency, it is very important that the employee's file contain correct information concerning their address, telephone number, marital status, insurance and emergency contact. If there are any changes, the employee should notify their supervisor. Employees are responsible for any changes that should be made in updating their own records.

## **Article VII - Seniority**

### **Section (a) Definition of Seniority**

Seniority at the job shall be recognized on the following basis: length of uninterrupted service with the employer and the ability to step in and perform the work necessary to fill a job award.

In awarding bids on job posting, the parties agree that management will not show favoritism or discrimination. To help senior Employees achieve promotion, they shall be given preference to the extent practicable in the filling of temporary vacancies as set out in Appendix D (Classification).

### **Section (b) Reduction and Realignment**

#### **(1) Reduction in Work Force**

In all cases where the working force is to be reduced, Employees with the greatest seniority on the job shall be retained provided that they have the ability to perform available work.

### Section (c) Layoff Procedure

In all cases where the working force is to be reduced or realigned, management shall meet with the shop steward at least 24 hours in advance and review the available jobs and the individuals to be laid off, retained, or realigned. Each employee that is notified that he/she will be laid off must fill out a layoff form within five (5) days and submit it to management. This form shall contain the following information:

- (1) Years of service with the employer
- (2) Any previous experience pertinent to job performance
- (3) The jobs he/she is able to perform and for which he/she wishes to be recalled.

Upon receipt of this form, management will provide the Local Union Recording Secretary or Local Designee a copy of said form within 10 calendar days.

### Section (d) Panels

Employees who are idle because of a reduction in the working force shall be placed on panel from which they shall be returned to employment on the basis of seniority as outlined in section (a). A panel member shall be considered for every job which he has listed on his layoff form as one to which he wished to be recalled. Each panel member may revise his panel form once a year.

### Section (e) Panel Members Accrue Seniority

Employees who are placed on a panel shall retain the seniority earned prior to their layoff and in order to protect their relative seniority standing, will continue to accrue seniority while on the panel.

### Section (f) Panel Custodians

A member of management and the Recording Secretary or Union Designee of the local union shall be joint custodians of the panel records. It shall be the obligation of the laid-off Employee to keep the custodians of all job panels informed of any change of address and/or telephone number where he may be regularly reached.

### Section (g) Rights to Recall

Any person on the panel list who secures casual or intermittent employment during the period when no work is available for him at the operation shall in no way jeopardize his seniority rights while engaged in such temporary employment. The Employer shall send a certified letter to the employee being recalled utilizing his/her last known address, and notify the Union Shop Steward of an employee recall. The Employee shall have five (5) working days to return to work. However, any person on the panel list who does not return to work when there is available employment at the job for those on said panel, shall sacrifice his seniority rights at the operation, and shall have his name removed from the panel list.

### Section (h) Recall of Persons on Layoff Status

When a job vacancy exists from within the bargaining unit, management and the panel custodian will review the list of Employees on the panel and management shall recall the senior employee with the ability to perform the work.

## **Article VII - Permanent and Temporary Supervisors**

Employees who are promoted to a permanent supervisory position exempt from coverage under this Agreement and Employees who are permanent supervisors on the effective date of this Agreement shall forfeit their original seniority and panel rights.

Employees may perform supervisory work exempt from this Agreement on a temporary basis, not to exceed sixty (60) working days (cumulative) during any contract year, without loss of seniority.

## **Article IX - Allowances**

### Section (a) Leave of Absence

An Employee who has an official request for an unpaid leave of absence shall be granted leave to participate in Union activities. While they are on such leave, employees who have an official request for a leave of absence shall be granted leave to accept a temporary Union assignment, not to exceed four (4) consecutive weeks, and upon the expiration of such leave shall be entitled to return to their former jobs.

## Section (b) Bereavement Leave

An Employee will be granted up to three (3) workdays of excused absence with pay for the death of his parents, grandparents, spouse, children, brothers, sisters, grandchildren, mother-in-law, father-in-law, grandparents-in-law, son or daughter-in-law, brother or sister-in-law.

Employees will be granted time off without pay to attend a funeral of a close friend or other relatives. Permission for such time off should be requested as early as possible from the General Manager in order for work schedules to be rearranged. Death notice will be required.

## Section (c) Military Leave of Absence

Whenever an employee has a need for a leave of absence because of a military obligation, they should make the request for leave in writing to their supervisor at least two weeks in advance of the beginning date of the leave. Upon receipt of this request, the supervisor and/or department head will set up the specific type of Military Leave-of absence required through the Personnel Department. This type of leave will be arranged in accordance with the provisions of the Vietnam Era Veterans' Readjustment Act.

## Section (d) Jury- Duty

When a regular Employee is called for jury service, he shall be excused from work on the days he is required to appear in court. Employees called for jury duty, upon proof of such service and of the amount of pay received therefore will be paid whatever sum, if any, is necessary in addition to the fees received for jury duty service to reimburse him for earnings lost because of such jury duty, including payment for any scheduled overtime or premium time.

## **Article X - Grievance Procedure**

### Section (a)

Should any local trouble of any kind arise at the job site an earnest effort should be made to settle such differences at the earliest practicable time. Disputes arising under this agreement shall be resolved as follows:

Step 1 – The Employee will make his/her complaint with management within 48 hours. Settlement or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 2 - If no agreement is reached between the employee and his/her foreman within five (5) working days, the complaint shall be submitted on the UMWA/OAW Standard Grievance form and shall be taken up within 5 working days of the foreman's decision by management and a representative of the Union.

Step 3 - If no agreement can be reached within 15 days, the Federal Mediation and Conciliation Service will be notified to propose a list of neutral arbitrators and from this list an arbitrator will be selected by each party striking one until one remains.

Step 4 - After hearing the case, the arbitrator shall render a written decision within 30 days which will be final and binding on both parties and signed by appropriate representatives of the Union and the Employer.

Section (b)

The grievant shall have the right to be present at each step of the grievance procedure, and shall have the right to have Union representation at each step.

Section (c)

Neither party will be represented by an attorney licensed to practice law in any jurisdiction in steps 1 through 4 of the grievance procedure except by mutual agreement applicable only to a particular case.

Section (d)

By agreement the parties may waive the time limit set forth in each step of the grievance procedure.

### Section (e) Arbitration

It is agreed upon between the collective bargaining unit, the management and board, of the Leading Creek Conservancy District, that should any issue come up for arbitration under any provision of the collective bargaining agreement, the cost of the arbitrator shall be borne by the party who does not prevail before the arbitrator. Should a decision be reached by an arbitrator, either by agreement or by neither party "prevailing", the cost shall be equally split between the parties. The provision regarding arbitration shall equally apply to any arbitration regarding the subject of wage and benefit package under the re-opener clause contained in the collective bargaining agreement.

## **Article XI - Discharge Procedure**

### Section (a) Just Cause Required

No Employee covered by this Agreement may be disciplined or discharge except for just cause. The burden shall be on the Employer to establish grounds for discharge in all proceedings under terms Agreement.

### Section (b) Procedure

Where management concludes that the conduct of an Employee justifies discharge, the Employee shall be suspended with intent to discharge and shall be given written notice stating the reason, with a copy to be furnished to the Shop Steward. After 24 hours, but within 48 hours, the Employee shall be afforded the right to meet with the foreman or manager. At such meeting, a member or members of the union or Shop Steward shall be present and, if requested by the Employee or union, a representative of the union shall also be present.

The forty-eight hour time limit will be extended by an additional 48 hours. The Employer shall be entitled to have any equal number of representatives at the meeting.

### Section (c) Compensation for Lost Earnings

In all cases where it is determined that just cause for discharge has not been established, the Employee shall be reinstated and compensated for lost earnings at this applicable straight and premium time rates prior to discharge. Provided, however, that such case shall be taken up within five (5) days from the date of discharge.

#### Section (d) Suspension

If the Employer informs the Employee at the meeting between the Employee and the manager that he still intends to discharge the Employee (or if no meeting was requested), the Employee remains suspended with intent to discharge for a period of time necessary to permit him to file a grievance and have it arbitrated. If the Employee does not file a grievance within five days of the notice of suspension with intent to discharge, the discharge shall become effective immediately.

#### Section (e) Immediate Arbitration

- (1) If the union believes that just cause for discharge exist, it shall arrange with the Employer for immediate arbitration of the dispute, bypassing steps one through three of the grievance procedures.
- (2) The next available arbitrator shall immediately be assigned to hear the case.
- (3) The appropriate arbitrator shall hear the case within five days. At the conclusion of the hearing, the arbitrator shall at that time announce his decision which shall be binding on all parties. Following the hearing, the arbitrator shall forthwith reduce his decision to writing within 10 days. If the arbitrator determines that the Employer has failed to establish just cause for the Employee's discharge, the Employee shall be immediately reinstated, to his job.

## **Article XII. Holidays**

The following paid holidays will be observed each year during the terms of this agreement:

General Election Day - First Tuesday of November 1/2 day  
New Year's Day - January 1<sup>st</sup>  
Martin Luther King Day - third Monday of January  
President's Day - third Monday of February  
Good Friday  
Memorial Day - last Monday of May  
Independence Day- July 4<sup>th</sup>  
Labor Day- 1<sup>st</sup> Monday of September.  
Columbus Day - second Monday of October  
Veteran's Day - November 11<sup>th</sup>  
Thanksgiving Day - fourth Thursday of November  
Day after Thanksgiving- fourth Friday of November  
Christmas Eve  
Christmas Day

If holidays fall on a Saturday, Friday will be observed. If holiday falls on Sunday, Monday will be observed. Any work performed on one of the above holidays shall be paid at the double time and a half (2 ½) rate of hours actually worked. For any holidays not worked the employee(s) will be paid their regular rate of pay (8 Hours) for the holiday.

## **Article XIII - Posting and Filling of Vacant Positions**

### Section (a)

Whenever an Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on the main bulletin board for seven (7) calendar days. The "vacancy posting" shall contain the date of the posting and posting deadline, the job title, applicable rate (s) of pay, shift, and minimum qualification requests.

### Section (b)

During the posting period, anyone wishing to apply, including employees who are on layoff, for the vacant position may do so by submitted a "position bid" form to the main office. The Employer shall not be required to accept or consider applications submitted after the posting deadline.

Section (c)

Eligible applicant(s) will be considered based upon the following criteria: Seniority with the skills or necessary qualifications required with the ability to step in and perform the work of the vacant position. In the event two (2) or more applicants are equally qualified, the position will be awarded to the most senior applicant then being considered.

Section (d)

The Employer will post a notice of the individuals selected, or that there were no qualified internal applicants, within five (5) days of the completion of the interviewing process or the posting deadline, whichever is applicable. Where a vacancy has been awarded to a bargaining unit employee, such selected applicant will be placed into the position within thirty (30) days of the date the notice of selection was posted, unless mutually agreed otherwise by the parties. Any employee awarded his bid shall begin to receive the pay of the new position effective the first shift worked in the new position or beginning the first day of the next pay period regardless of whether he has been placed into the new position.

Section (e)

In the event there is no qualified applicant for a vacancy, either actively employed or on layoff, the Employer reserves the right to hire another already qualified individual. If no qualified individual are hired the Employer shall train one of the active or laid off employees if he/she wishes to have this training before the Employer will hire and train any non-bargaining unit individual.

## Article XIV - Vacation

Vacations are to be taken from anniversary date to anniversary date. They are as follows:

- One (1) year - Two (2) weeks
- Two (2) years - Three (3) weeks
- Ten (10) years - Five (5) weeks

Earned vacation days may be used at the employee's discretion as long as the choice of dates meets their supervisor's approval. Vacation days cannot be carried over from one vacation year to the next year.

An employee's decision to use vacation days should be approved by the supervisor in advance. The supervisor will review the workload and the need for the employee to be available for work in approving the days to be used for vacation. If a conflict should exist between two or more employees wanting the same day off the supervisor will take into consideration that the senior employee will be given preference, providing however, that his job classification is not immediately essential to the operation of the system.

When employment terminates, any unused vacation days (days earned but not taken) will be paid for at the employee's current salary and included in the employee's final paycheck. An employee who voluntarily resigns must provide at least two (2) weeks notice of resignation in order to be eligible to receive payment for unused vacation days.

Employee's who have earned one (1) week's vacation may take vacation in increments of less than one week. Employee's entitled to two (2) weeks must at least take one (1) of these weeks as an increment. Remaining vacation may be taken as a one (1) week increment or increments of less than one (1) week. Employees may not take more than two (2) consecutive weeks vacation. An employee may not schedule a partial week's vacation during any week, which includes a holiday without approval of the General Manager

## **Article XV - Hours of Work**

### **Section (a)**

This Article is intended to define the normal range of work hours for all employees for the purpose of overtime compensation and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed to prevent the Employer from restructuring the normal workday (s) or workweek (s), or from establishing work schedules.

### **Section (b)**

The workweek begins at 12:01 a.m. on Wednesday and ends at 12:00 midnight the following Tuesday.

### **Section (c)**

Each shift shall have a regular starting time established in accordance with past practice and custom. Starting times will not be altered except for an emergency or by mutual consent.

### **Section (d)**

Employees shall be entitled to two (2), fifteen (15) minute rest periods or breaks, and shall also be scheduled for a thirty (30) minute PAID meal period.

### **Section (e)**

The Employer shall be the sole judge of the necessity for overtime. . Any employee required to work in excess of EIGHT (8) hours per day and/or FORTY (40) hours per week shall be paid at the rate of time and one half (1 ½) with no pyramiding of overtime. A combination of the employee's time off due to holidays, bereavement, and/or vacation shall count towards the FORTY (40) hour provision for the week.

### **Section (f)**

Whenever an employee is temporarily transferred or assigned to a higher position, said employee shall receive the current rate of pay for the higher position, or his regular rate of pay, whichever is greater. Whenever an employee is temporary transferred or assigned a lower position, the rate or pay for his regular position shall be continued.

Section (g)

When a permanent vacancy or new job is filled at the facility where shift rotation is not practiced the Employee with the greatest seniority shall be given preference with respect to the day, afternoon and midnight shift work, on the basis of the same procedure set forth in the job bidding section of this Article. Compensation for shift differential shall be fifteen (15) cents additional per hour for the afternoon shift and thirty- five (35) cents additional per hour for the midnight shift.

**Article XVI - Wages**

Section (a)

The rates of pay for bargaining unit employees are established and outlined in Appendix A of this agreement.

Section (b)

An employee shall normally be assigned to duties customarily involved with his regular classified job in accordance with the following principles:

Within THIRTY (30) days of his employment as a full time employee or within THIRTY (30) days of the effective date of this Agreement, whichever is earlier, each new Employee, unless prohibited by law, shall be classified in a regular, recognized classification as outlined in Appendix D.

Section (c)

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job, and to minimize to the extent practicable the amount of temporary assignments of particular individuals to other jobs. However, where a senior employee has expressed a desire to improve his ability to perform a job to which he wishes to be promoted, to the extent practicable, he shall be given a preference in filling temporary assignments in regard to that job. In one case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an Employee.

Section (d)

When an Employee works on another job on a temporary basis he shall be compensated for the entire shift at the higher of his regular rate or the job to which he is temporarily assigned.

**Article XVII-Safety Committee**

Section (a)

The Employer will recognize a Union Safety Committee elected by the bargaining unit to represent them in matters of safety. The committee will meet with management as needed to discuss safety problems and or suggestions. The Employer will recognize the right of any employee to refuse any work the employee believes will place him or her in eminent danger. In such cases, the employee will be offered other work until the problem or danger has been taken care of. The Employer will make every effort to facilitate the requests of the safety committee, and to make the work place as safely as possible. The safety committee will have the authority to work within the scope of the agreement or any State or Federal laws. Safety committeemen will have the right to conduct safety inspections of the facility and equipment and investigate complaints when requested.

Section (b) - Safety Equipment

The Employer will be responsible for providing all safety equipment including, but not limited to, all eye protection, including safety covers for prescription safety glasses, all hearing protection, all head protection, and all hand protection (excluding work gloves).

Frames - up to \$100.00

Lenses - 100%

The Employee shall pay for the exam.

Section (c) - Protective Clothing Allowance

The Employer will pay each employee covered by this agreement a clothing allowance of \$500.00 (five hundred dollars) to be paid by a separate check, after the anniversary date of the contract each year.

## **Article XVIII - Duration**

### Section (a)

This agreement shall be effective as of 12:01 a.m., February 1, 2014 and shall remain in full force and effect through midnight January 31, 2017, constituting a THREE (3) year agreement.

### Section (b)

If either party desires to amend, modify, or terminate this Agreement AT THE CONCLUSION OF IT'S THREE (3) YEAR DURATION, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration of this Agreement. Such notice shall be by timely written notice with receipt acknowledged. The parties shall attempt to commence negotiations within two (2) receipt of notice.

### Section (c)

The parties acknowledge that during the negotiations which resulted in this Agreement the full understanding and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties, mid matters not covered within this Agreement shall remain within the purview of the Employer.

## ARTICLE XIX - SICK DAYS

### Section A: Sick Days/Personal Days

Sick days shall be accrued at a rate of two (2) days/sixteen (16) hours per month. Employees who resign and give a two (2) week notice will be paid for up to fifteen (15) days of any accrued sick leave. Employees who resign and do not give two (2) weeks notice or are terminated for just cause will not be paid for any unused sick days. All accumulated sick days shall be paid to the estate of any deceased employee. Upon retirement employees shall be paid for all accumulated sick days. Absences from work shall be classified as either

- 1) excused
- OR
- 2) unexcused.

An absence from work shall be considered excused if the employee provides, upon returning to work, a medical statement for the employee or the employee's immediate family explaining the reason for their absence from work and releasing the employee to return to work. The employer shall pay the employee at their regular rate of pay for excused absences.

An absence from work shall be considered unexcused if the employee does not provide, upon returning to work, a medical statement explaining the reason for their absence from work and releasing the employee to return to work.

The employees shall have the right to use no more than fifteen (15) unexcused sick days with pay per calendar year. The employer will not provide pay for any unexcused absences in excess of these fifteen (15).

The employee shall have the right to use no more than four (4) sick days with pay per calendar year as personal days, provided however, that advance notice and authority is given from the General Manager. The General Manager shall not unreasonably refuse to grant permission unless such would interfere with the efficient operation of the water system. Any days used as personal days shall be considered excused absences; however, these days will be deducted from the employee's sick leave account.

If an employee is absent from work three (3) consecutive work days or more, employee must have a written medical statement, “excuse”, explaining the reason for their absence from work and releasing the employee to return to work, regardless of the amount of excused and/or unexcused absences this employee has accrued in this calendar year. Unless hospitalized, the employee must notify the General Manager daily.

#### Section B: Sick Day Buy Back

As an incentive for attendance once in a calendar year at the employees discretion the employer will allow employees who have accrued over fifty (50) days of sick leave benefits to request pay for any days over fifty (50). The employer will pay one (1) days pay for each two (2) days of sick leave cashed in at the employee’s regular rate of pay. The employee must have over fifty (50) days left in their accrued sick leave account at the end of this transaction. Payment will be paid on the first pay period following the request for pay.

## Appendix A

It is the understanding of the bargaining unit, and the management and board of directors of Leading Creek Conservancy District, that hourly wages for employee in the following classifications shall be:

Job Classification	*Probationary Rate \$/Hr	2/1/14 \$/Hr	2/1/15 \$/Hr	2/1/16 \$/Hr.
Operator I	\$13.60	\$24.31	\$25.01	\$25.71
Operator I Trainee	\$11.35	\$20.28	\$20.98	\$21.68
Meter Reader/Maintenance	\$10.10	\$18.71	\$19.41	\$20.11
Clerical	\$ 9.50	\$15.79	\$16.49	\$17.19

### Section (a)

Probationary rates will apply to new hires for their ninety (90) day probationary period. Within a thirty (30) day period after full time employment is granted an employee must be classified in regular recognized classification as outlined in Appendix A above.

### Section (b) - Longevity Pay

Each Employee with seven (7) or more years of seniority shall receive an additional twenty (.20) cents per hour.

Each Employee with fifteen (15) or more years of seniority shall receive an additional thirty-five (.35) cents per hour.

Each Employee with twenty-five (25) or more years of seniority shall receive an additional fifty (.50) cents per hour.

## **APPENDIX B**

### **Corrective Discipline**

It is the Leading Creek Conservancy District's policy to recognize and apply three forms of discipline.

- (1) Verbal Warnings  
These are to be included in the Employee(s) file with date & time in addition to the supervisor who gave the verbal warning.
- (2) Warning Notice in Writing
  - (a) One notice to Employee
  - (b) One notice to Board of Director
  - (c) One notice to Employee Records
  - (d) One notice for Manager's record
- (3) Suspension from Work
  - (a) Notices given to the same as above
  - (b) Not less than three (3) working days without pay
- (4) Discharge
  - (a) Notices given to the same as in No.2
- (5) Generally, suspension will be of not less than three (3) working days. In instances where the discipline may be discharge, the employee will be suspended pending a complete review of the facts. The employee will be notified as soon as a decision is reached.
- (6) A copy of all disciplinary measures will be given to the Union Steward.
- (7) After the completion of six (6) months without incident or violation of a specific work rule violation for which an Employee has received disciplinary action, the Employee will be placed back one step in the disciplinary progression. This will continue for each six (6) month period until all disciplinary actions are removed from his file.

**APPENDIX C.**  
**Job Classification**

Management recognized the following job classifications and requirements for these classifications:

- (1) Plant Operator I: must possess a valid Ohio Environmental Protection Agency Class I Operator Water Supply Certification and at least 12 months experience in the operation of the treatment plant and distribution system with at least a Class I OEPA classification. Individuals will be primarily responsible for the operation and maintenance of the treatment plant facility. Also responsible for maintaining system compliance with all federal and state regulations.
- (2). Plant Operator I Trainee: Must possess a valid Ohio Environmental Protection Agency Class I Operator Water Supply Certification and be able to learn the Plant Operator I job skills as directed by the District Management.
- (3). Meter Reader/Maintenance: Responsible for meter reading and recording. Also responsible for the maintenance, repair, and accuracy tests on meters, as well as general maintenance as needed for the proper operation of the District.
- (4) Labor/Maintenance: Responsible for the general labor associated with the installation and repair of all equipment, facilities, lines and appurtenances of the District's system.
- (5). Clerical: General office work which includes having either practical office experience and or secondary education in the secretarial/bookkeeping field. Possess experience and ability to operate typewriter, word processor, and computer equipment.
- (6). It is understood and agreed upon by both parties that when necessary because of absences, vacation, and/or emergencies that employees in these job classifications may be temporarily re-assigned to meet the requirements of the District in order to maintain an efficient and safe water system.
- (7). It is also understood that if additional certifications are required by new State or Federal regulations that those employees will obtain the required credentials, at the expense of the employer.

APPENDIX E  
Sick Pay at Retirement

The following is an example of when an Employee reaches one of the retirement ages of OPERS retirement:

Example: Employee has 1000 hours of sick time  
1000 hours/40 hours= 25 weeks of pay and;  
Employee is planning to retire on the last day of August

Option (1) Employee is to be paid all sick time on July 31<sup>st</sup>, no PERS would be taken out, but taxes would be high.

Option (2) Employee would on/or about 3<sup>rd</sup> week of February (25 weeks before August 1) continue to work and also be paid for two (2) weeks of sick time every two weeks (2 checks) one check for regular work performed and the other check for two (2) weeks of sick time and no PERS would be taken out of this check.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on this 1<sup>st</sup> day of February, 2014.

**FOR LEADING CREEK CONSERVANCY DISTRICT**

Leister Taylor

Randy Butcher

Charles Davis &

**FOR THE UNITED MINE WORKERS OF AMERICA**

Joseph M. Carter Jr. UMWA V-P Dist. 17.

Phillip R. Camden UMWA Field Rep. Dist. 17

Elbert Lee Wilkins JR. Local President