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CONTRACT BY AND BETWEEN  
THE TWIN CITY WATER AND SEWER DISTRICT  
AND  
THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION  
AFSCME LOCAL 11  
AFL-CIO

January 1, 2014 - December 31, 2016

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## PREAMBLE

SECTION 1. This Agreement, entered into by the Twin City Water & Sewer District hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees/Ohio Civil Service Employees Association, Local No. 11, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 1

### RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classification listed as follows:

Maintenance Crew leader  
Maintenance Worker II  
Maintenance Worker I  
Beginner Maintenance Worker 1  
Treatment Plant Chief Operator  
Treatment Plant Operator I  
Treatment Plant Operator II  
Class B Treatment Plant Operator I  
Beginner Treatment Plant Operator  
Water Meter Reader/Maintenance Worker  
Beginner Water Reader/Meter Maintenance Worker  
Account Clerk II  
Account Clerk I  
Account Clerk I

SECTION 2. All positions and classification not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit, including the following positions:

Superintendent  
Assistant Superintendent  
Office Manager

ARTICLE 2  
DUES DEDUCTION

SECTION 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit. -

SECTION 2. The employer shall deduct from the wages of employees in the bargaining unit, monthly Union membership dues upon receipt of a voluntary written order thereof, from any said employees. New employees will be considered a Union Member immediately after completing this step. However, during the initial probationary period, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall not be appealable through any grievance or appeal procedure contained herein. An employee(s) probationary period may be extended by a period equal to an employee(s) leave of 14 days or longer, except for approved periods of vacation.

The Employer shall deduct from the wages of employees in the unit who choose not to become members, the fair share fees equal to the regular membership dues thirty (30) days after the implementation of this Agreement.

For any Bargaining Unit employees choosing to opt out of Union Membership, the Employer shall convert that employee to a Fair Share status and deduct from wages of the employee the fair share fees equal to the regular membership dues with no break in deductions.

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

SECTION 4 The Employer shall be relieved from making such individual "check-off" deduction upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

SECTION 5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make legally required deductions in addition to the deduction of Union dues.

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

SECTION 7 One month advance notice must be given the Payroll Clerk prior to making any changes in an individual's dues deductions.

### ARTICLE 3

#### NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, or national origin. The Union shall share equally with the Employer the responsibility for applying the provision of the Agreement.

SECTION 2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

SECTION 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 4

#### GRIEVANCE PROCEDURE

SECTION 1. There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as defined herein, may be submitted to the formal grievance procedure as outlined in Article IV of this Agreement.

SECTION 2. The term "grievance" shall mean allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

SECTION 3. A grievance under this procedure may be brought by any member of the bargaining unit. When a group of bargaining unit employees desire to file a grievance involving a situation affecting each bargaining unit employee in the same manner, one employee, selected by such group, will process the grievance.

SECTION 4. A grievance must be submitted to the formal grievance procedure within seven (7) work days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than twenty (20) calendar days following the date of such facts, otherwise it will be considered not to have existed.

SECTION 5. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Board's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended, by mutual agreement.

SECTION 6. All written grievances must contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Twin City Water & Sewer Board:

- (1) aggrieved employee's name and signature
- (2) aggrieved employee's classification
- (3) immediate supervisor's name
- (4) date grievance was filed in writing
- (5) date and time grievance occurred
- (6) location where grievance occurred
- (7) description of incident giving rise to the grievance
- (8) Articles and Sections of agreement alleged to have been violated
- (9) desired remedy to resolve grievance

SECTION 7. The following steps shall be followed in the processing of a formal grievance.

Step 1. The grievance must be submitted in writing to the aggrieved employee's Assistant Superintendent/Superintendent within the time limits set forth in Section 4 herein. It shall be the responsibility of the immediate supervisor to investigate the matter and provide a written response within five (5) workdays following the day of which the Supervisor was presented the grievance.

Step 2. If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Board of the Twin City Water & Sewer District and the aggrieved, with or without a representative of the Local Union. The appeal in Step 2 must take place within five (5) work days of the response in Step 1. The Board of the Twin City Water & Sewer District shall respond to the aggrieved within five (5) work days.

Step 3. **ARBITRATION.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article. In the event the grievance is a matter for which statutory appeals procedures exist, the grievance shall not be considered for arbitration under this Article. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an unadjusted grievance is limited to a period of ten (10) work days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a third disinterested person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, either party may request the American Arbitration Association to submit a list of five (5) arbitrators.

The arbitrators shall limit his decision strictly to the interpretation, application, or enforcement of the specified Articles and Sections of this Agreement. See Paragraph E below.

B. The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview or arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

C. The decision of the Arbitrator will be final and binding upon the union, the Employee and the Employer. Any cost involved in obtaining the list of Arbitrators shall be borne equally by the parties. All cost directly related to the services of the Arbitrator shall be paid equally by the parties. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

D. The cost of services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be borne equally by the parties. The expenses of any non-employee witness shall be borne if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties' desire a reporter, or request a copy of the transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

E. Failing to mutually agree upon an Arbitrator for the parties, the parties shall strike names alternately with the parties right to strike first name to be determined by a flip of the coin.

SECTION 8. The Employer and the Union shall develop jointly a grievance form, which shall provide the information as outlined in Section 4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

## ARTICLE 5

### HOURS AND OVERTIME

SECTION 1. Eight (8) hours per day shall constitute a normal work day, except for employees working alternative schedules. Forty (40) hours per week shall constitute a normal work week.

SECTION 2. Work schedules are defined as a member's regularly assigned hours of the day and days of the week, and shift assignments. Change in work schedules shall be made only to meet the operational needs of the Twin City Water and Sewer District and shall not be made arbitrarily. Work schedules shall not be changed to avoid the payment of overtime.

SECTION 3. Any employees who accepts a request by the Employer to work during hours outside their regularly scheduled straight time hours on the day in question shall only be paid for the actual hours worked, at the applicable rate of pay, where such additional hours about their regularly scheduled straight time shift hours on that day.

SECTION 4. Any hours worked in excess of eight (8) in any day, except for those employees working an alternative schedule, or forty (40) hours in active pay status in any week will be compensated at the

rate of time and one-half. Active pay status is defined as all time spent in actual work status, on sick leave, personal leave, vacation and holiday.

SECTION 5. When an emergency water or sewer issue occurs during regular hours, and overtime will be necessary, water and sewer employees will be required to work and management will determine which positions will be needed for said overtime. The procedure shall be by department classification first, followed by department seniority thereafter.

SECTION 6 If contractors are called out after hours to perform maintenance work due to non-response of union employees three (3) times in a one year period (beginning January 1 and ending December 31) of each year, layoff of said union employees will take place. This does not pertain to contractors called due to the District not having equipment to perform a job or for any other reason not related to non-response of bargaining unit employees.

## ARTICLE 6

### HOLIDAYS

SECTION 1. The Twin City Water and Sewer District will observe the following holidays:

The first day of January

The last Monday in May

The Fourth of July

The first Monday in September

The fourth Thursday in November

The Friday following the Fourth Thursday in November

The twenty fourth day in December

The twenty fifth day in December

The thirty first day in December

The eleventh day in November

BIRTHDAY

Three (3) personal days leave shall be granted to each full-time employee of the Employer. "New hires", employed after January 1<sup>st</sup> 2014 will be employed a minimum of 6 months to become eligible for personal days which will be awarded the January following the end of the 6 month period. Twenty four (24) hours notice of the use of such personal day shall be given to the Superintendent or Assistant Superintendent,

except in the case of an emergency. Personal days are use or lose. There will be no end of year payout for unused personal days.

SECTION 2. In order to be eligible for holiday pay, an employee must work the scheduled day before and after the holidays. The exception would be when the employee is on approved vacation or personal day. Employees will not receive holiday pay when sick leave is used before or after said holiday, unless they provide a physician certificate.

SECTION 3. Employees will be paid for said holidays at their normal rate of pay including shift differential and will not be required to work. However, due to emergency situations, if an employee is called out on an emergency he/she will be compensated at one and one-half (1-1/2) their normal rate of pay for hours worked-

ARTICLE 7

VACATION

SECTION 1. Permanent employees shall enjoy the following vacation schedules:

<u>YEARS OF SERVICE</u>	<u>PAID DAYS OFF</u>
1 through 4	2 weeks (10 days)
5 through 11	3 weeks (15 days)
12 through 18	4 weeks (20 days)
19 through 24	5 weeks (25 days)
25 and above	6 weeks (30 days)

SECTION 2. Vacation time earned shall be used in the year immediately following the year in which it is earned and may not be accrued with the time earned in previous or subsequent years. Seniority in the Twin City Water & Sewer District shall be the determining factor as to vacation selection dates. Two weeks notice must be given to take vacation time off. However, the Employer reserves the right to deny requests for when the result of granting such request would be more than one employee from the same department on vacation simultaneously.

SECTION 3. Vacation time off and vacation pay is earned in the year preceding. Therefore, an employee shall qualify immediately each anniversary date for the vacation time corresponding to his/her years of service. Any employee leaving the employment of the Twin City Water & Sewer District or any reason, shall receive payment for accrued or pro-rate time. No vacation time shall be accrued or due to any employee, however, until such employee has completed one year of employment with the Twin City Water & Sewer District.

SECTION 4. Any employee with prior service for the State of Ohio or any political subdivision within Ohio who have their total years of public service employment combined to determine years of service for

vacation accrual, will continue accruing at that rate. Employees hired after December 31<sup>st</sup>, 2013 will accrue vacation at a rate that does not include any prior public service.

ARTICLE 8  
INSURANCE

SECTION 1. A hospitalization and surgical plan and a \$15,000.00 life insurance plan shall be provided for all employees and their dependents. The life insurance plan shall be applicable to the employee only.

SECTION 2. The employee will pay \$55.00 per month towards their hospitalization plan for the length of this agreement.–The insurance will be open to renegotiation each year of the contract, should the premium and/or cost to the District increase significantly. When management chooses to open this article, the Union will have the equal option to open wages for renegotiations.

SECTION 3. Management will inform the Union of final presentation meeting with the health care provider and District Board Members. Bargaining Unit representation will be permitted at said meeting.

ARTICLE 9  
SICK LEAVE

SECTION 1. Sick leave shall be accrued at the rate of 4.6 hours for every eighty hours in active pay status, and the amount of accrual is unlimited.

SECTION 2. Justification for the use of sick leave shall be a written signed statement by the employee; A certificate from a licensed physician will be required to justify the use of sick leave, if the sick leave exceeds three (3) consecutive work days.

SECTION 3. The employer agrees that any employee retiring from service with the Twin City Water and Sewer District shall be paid for fifty (50) percent of any unused, accrued sick leave, not to exceed ninety (90) days.

SECTION 4. Sick leave cash option:

A. The Twin City Water & Sewer District shall allow an employee who is credited with sick leave pursuant to Article 9, Section 1, to elect one of the following options with respect to sick leave credit remaining at the end of the year.

1. Carry forward the balance.
2. Receive a cash benefit. The cash benefit shall equal one hour of the employees base rate of pay for every two hours of unused credit that is converted. Such cash balance shall not be subject to contributions to any of the retirement systems, either by the employee or the employer.  
Receive a cash benefit for the remainder. The cash benefit shall be calculated in the manner specified in division (2) of this section.

B. Procedures: The employee who decides to elect to receive this option shall notify the Superintendent of such election no later than the 15th day of October for the year preceding the election. The payment be made on or before November 1st following the election. The election shall include the number of hours sick leave the employee asks to be so treated, or if he wishes, all leave to be so treated. Notification of the election received after October 15th or no election shall be construed to mean that all such sick leave as of January 1st to January 1st. In the year the election is made shall be accrued. Election shall be for the same period, except that no sick leave accrued prior to January 1, 1986 shall be subject to this option.

C. Balances of sick leave carried forward are excluded from further cash benefits provided under this section, however, such balances may continue to be counted toward sick leave conversion rights pursuant to Section #3 of Article #9.

D. An employee shall be entitled, upon separation for any reason, to a cash conversion benefit for unused sick leave and personal leave of 50%, not to exceed ninety (90) days. For purposes of this section of the term "Separation" shall mean any voluntary or involuntary termination of service, including resignation, retirement, removal from service or layoff.

## ARTICLE 10

### CALL OUT PAY

SECTION 1. In the case where an hourly employee is called out to work after or before his regularly scheduled hours, and such call out requires service which will not abut the normal starting or ending time of such employee, the employee shall receive a minimum of two hours pay at the rate of one and one-half times the normal hourly rate.

SECTION 2. It is agreed that at no time will salaried employees be called out to do repair work to avoid the payment of overtime.

SECTION 3. Repairs do not include emergency shut-offs after normal hours. Barricade replacement at the request of local authorities after normal working hours is not to be construed as repairs.

SECTION 4. Assistant Superintendent/Superintendent can turn on/off water service to customers in emergencies.

## ARTICLE 11

### EQUIPMENT

SECTION 1. The Employer agrees to furnish boots, coveralls, raincoats, gloves and safety equipment to those bargaining unit employees whose duties require the use of such items. Equipment shall be replaced by the Employer on an as needed basis when, in the sole discretion of the Employer, it is necessary to

replace equipment. The employer agrees to pay up to \$200.00 per maintenance employee per year for safety yellow/green clothing.

SECTION 2. The Employer shall furnish transportation in the form of a truck or auto, or pay mileage at the applicable Internal Revenue Service mileage reimbursement.

## ARTICLE 12

### JURY DUTY

SECTION 1. The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, State of Ohio, or political subdivision, but only for those hours for which the employee is scheduled to work that coincides with the jury duty. All compensation, excluding traveling expenses for such jury duty by a bargaining unit employee must be signed over to the Employer by the employee to be eligible for such paid jury leave. An employee will have the option of taking a vacation day and keeping the compensation.

SECTION 2. An employee released from jury duty prior to the end of scheduled work day shall report to work for the remaining hours.

SECTION 3. Employees will honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation or other administrative hearings. Employees will not be considered eligible for such jury or court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matter, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. These absences would be without pay, or vacation, or personal day.

## ARTICLE 13

### MINIMUM BILLING

SECTION 1. Employees who maintain a household shall be afforded minimum rates for water and sewer charges during the course of their employment.

SECTION 2. This privilege is extended only to the employee for the personal use of the employee and those members of their immediate family residing with him or her within a one metered single dwelling home or one apartment in which he and the immediate members of his family reside, and shall be separately metered.

SECTION 3. The management reserves the right to terminate this privilege for the individual employee who abuses the privilege. Questionable circumstances should be referred to the Board of Trustees for ruling before the privilege is granted or terminated and the employee affected shall be afforded the right to be heard by the Board of Trustees.

## ARTICLE 14

### BEREAVEMENT LEAVE

SECTION 1. Three (3) consecutive days of bereavement leave with pay at the regular rate, will be granted to an employee upon the death of a member of his/her immediate family. Immediate family, for the purposes of this article will include: spouse, child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and current step-brother, or step-sister.

The Employer may grant vacation, sick leave, or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification.

ARTICLE 15

WAGES

SECTION 1.

A. The Employer and the Union agree that effective January 1, 2014, January 1, 2015 and January 1, 2016 the pay schedule shall be adjusted as per B below.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
WAGES	\$.35	\$.35	\$.35
CREW LEADERS	\$.45	\$.45	\$.45

B.

<u>CLASSIFICATION</u>	<u>HOURLY BASE RATE OF PAY</u>		
	2014	2015	2016
Maintenance Crew leader	18.15	18.60	19.05
Maintenance Worker II	17.80	18.15	18.50
Maintenance Worker I	17.55	17.90	18.25
Beginner Maintenance Worker	16.95	17.30	17.65
Treatment Plant Chief Operator	18.05	18.40	18.75
Treatment Plant Operator I	17.55	17.90	18.25
Treatment Plant Operator II	17.80	18.15	18.50
Class B Treatment Plant Operator I	17.25	17.60	17.95
Beginner Treatment Plant Operator	16.95	17.30	17.65
Water Meter Reader/ Maintenance Worker	17.55	17.90	18.25
Beginner Water Meter Reader/ Maintenance Worker	16.95	17.30	17.65
Water Meter Reader/Maintenance Worker	17.10	17.45	17.80
Account Clerk II	15.80	16.15	16.50
Account Clerk I	15.45	15.80	16.15
Account Clerk I	15.45	15.80	16.15

SECTION 2. Any employee holding a Class I license will receive .25 more per hour; Class II license will receive .30 (or total of .55) more per hour; Class III license will receive .35 (or total of .90) more per hour, Class IV will receive .70 per hour (or a total of \$1.60) more per hour than normal rate of pay for their classification.

Plus .50 per hour for any employee with State Lab. Certification.

SECTION 3. A shift differential of .25 per hour for second shift a .30 per hour for third shift will be paid to all those employees working said shifts. This shift differential will also be paid for the purpose of sick leave, vacation, overtime, holiday, and personal days.

SECTION 4. Working out of Class: When an employee is required to perform duties of a higher paid classification for more than 2 consecutive days, the employee will be compensated at the rate of pay for the higher classification.

## ARTICLE 16

### CONTRACTING OUT

SECTION 1. It is not the intent of the Twin City Water and Sewer District to contract to the harm of detriment of its employees. The Employer agrees, therefore, not to contract for any services during the term of this Agreement which would result in the layoff or the reduction of any member of the bargaining unit.

SECTION 2. The Twin City Water & Sewer District does not intend to contract out for any services for which staff is qualified to perform under normal circumstances. If the necessary manpower cannot be mustered for an emergency this service may be contracted out until the emergency is over.

SECTION 3. The Union reserves the right to take appropriate legal action if it considers such to be necessary.

SECTION 4. If funding is reduced or eliminated and results in the abandonment of service component or unit and revised federal, state or county program requirements dictate a direct service contract for some portion of services formerly performed by staff the provisions of this Article do not apply.

## ARTICLE 17

### LAY-OFF JOB ABOLISHED & RECALL

SECTION 1. In the event of layoffs/job abolishment's, it shall be the policy of the Employer to layoff first, the employee with the least seniority and so on up the list and to recall in reverse order.

SECTION 2. In the event of job abolishment/layoff, it shall be the policy of the employer to give the employee, whose job was abolished, or laid off, an opportunity to bump another employee with less seniority, and to give an employee bumped the same opportunity and so on down the line until the employee with the least seniority is left to be laid off. The employee bumping shall inform the Superintendent in writing of his plans. If the employer, after a fifteen (15) day trial period questions the applicant's ability to perform the duties of the position and removes employee from said position, the employee has the right to implement grievance from said position, the employee has, the right to implement grievance procedures in accordance with Article IV of the Agreement.

SECTION 3. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

SECTION 4. Recall rights shall be for a period of two (2) years.

## ARTICLE 18

### PROMOTIONS AND TRANSFERS

SECTION 1. It shall be the policy of Twin City Water & Sewer District to provide employees with an opportunity to be transferred or promoted within their departments. Therefore, whenever the Employer determines that a permanent vacancy exists, the Employer shall post a notice indicating the; posting date, last date to apply for position, position vacancy, minimum qualifications, and rate of pay in an appropriate place in all facilities for a period of five (5) working days, not including the day of posting. Interested employees may apply for the position by signing the notice. The Employer shall not be obligated to consider any applications submitted after the final date of posting, or who do not meet the minimum qualifications for the position.

SECTION 2. Having based the decision on the seniority of the respective applicants, the Management shall award the position to the most senior qualified applicant meeting the minimum qualifications outlined by the employer in the job posting within the same department, or, if no one in that department made application for the position, the position shall be given to the most senior qualified applicant meeting the minimum qualifications outlined by the employer in the job posting within the Twin City Water & Sewer District. The awarding of the position must be made within two (2) working days of the end of the posting period.

SECTION 3. Once the selection has been made, the Employer will notify all applicants of the selection.

SECTION 4. Management shall have full discretion to determine the probationary period for all newly hired employees. For promoted employees, management will allow reasonable time for employee to meet some minimum qualifications. If the promoted employee fails to meet the criteria, or should either party be dissatisfied, the applicant will be returned to his previous position, if the applicant had worked in a previous position with TCWSD. The next most senior, qualified, applicants, if they are interested in the

position, will then be awarded the position for a like probationary period, etc. until the list of applicants is exhausted.

SECTION 5. Employees will be permitted one day per quarter with pay for testing to acquire license/certifications. The employer will pay testing fees for the first attempt of each test.

## ARTICLE 19

### SENIORITY

SECTION 1. Seniority shall be an employee's uninterrupted length of continuous service with the Department. An employee shall have no seniority for the probationary period, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

SECTION 2. Within thirty (30) days after the signing of the agreement and every six (6) months thereafter, the Department shall provide the Union with two (2) copies of a current seniority list. The Union shall meet with the Department to review the seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, and date of hire of each employee. The roster will be posted in all work areas of bargaining unit employees.

SECTION 3. Seniority shall be broken when an employee:

- A. Quits or Resigns;
- B. Is discharged for just and proper cause
- C. Is laid off for a period of more than twenty four (24) consecutive months.
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the Department sends the employee notice by registered mail to the employee's last known address as shown on the Department's records, unless satisfactory excuse is known.

SECTION 4. When an employee action occurs, the Department shall notify of the union of such action, including all information necessary to update seniority roster.

## ARTICLE 20

### MANAGEMENT RIGHTS

SECTION 1. The Union shall recognize the right and authority of the Employer to administer the business of the Twin City Water and Sewer Department and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the Employer has and will

retain the full right and responsibility to direct the operations of the Twin City Water and Sewer Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following

- 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 service, 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 government 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 lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a 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.
- J. Determine hours of work, work schedules and establish the necessary work rules for all employees.
- K. Determine when a job vacancy exists, the duties to be included in all job classifications and the standard of quality and performance to be maintained.
- L. Maintain the security of records and other pertinent information.
- M. Determine and implement necessary actions in emergency situations.

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

## ARTICLE 21

### CORRECTIVE ACTION & PERSONNEL FILES

SECTION 1. The tenure of every employee of the Employer shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause; nor shall the Employer take any form of corrective action against any employee in the bargaining unit except for just cause.

SECTION 2. The Employer agrees that principles of progressive corrective action will be followed with respect to minor offenses, that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate, one or more written reprimands prior to any suspension for subsequent offenses; thereafter, more severe corrective action may be taken. The employer will give copies of all written corrective actions concerning suspensions, dismissals, and demotions to the affected employee and with the consent of the affected employee, to the Union's appropriate field representative immediately upon their publication.

Any objections to or allegations regarding such corrective action or documents by the affected employee may be pursued through the Grievance Procedure as provided herein.

SECTION 3. Written reprimands and documents relating to corrective action suspensions shall cease to have any force and effect twelve (12) months after the effective date of such reprimand or suspension, and shall be removed from the employee's personnel file upon his or her request providing that such reprimand or suspensions involved a minor offense, and that there have been no intervening written reprimands or corrective action suspensions during the twelve (12) month period.

Any proposed suspension or dismissal shall be discussed by the Superintendent, or in his absence, by his designated representative, with the affected employee prior to official notification of said action. At this meeting there shall be a review of all documentation supporting the action. At any time prior to or during this meeting, the employee may request that the appropriate steward be present. At the onset of the meeting, the Superintendent, or where appropriate, his designated representative, shall apprise the employee of this right. No discussions may take place with the employee after he or she has stated a desire to have a steward present until a steward is present in the meeting, and the continuation of the meeting shall not be unreasonably delayed.

Subject to the provisions of this Agreement, suspensions of any length, and removals are subject to the Grievance and Arbitration Procedures herein, but shall be initiated beginning with Step Two of the Grievance Procedure. Prior to the Step Two meeting, the Superintendent and the Union shall meet to review all facts relevant to said suspension or removal and determine the necessity of said meeting.

SECTION 4. The Employer agrees that all disciplinary procedures shall be carried out in a private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

SECTION 5. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer. However, to the extent that any records, papers, or other documents covering employees are not legitimately considered unavailable to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon advance request. If any employee is involved in a grievance regarding which matters in his personnel file may be material, a Union officer or other

Union representative will also be granted access to the member's personnel file at reasonable times where such access is authorized, in writing, by the employee.

SECTION 6. For the duration of the Agreement, and any extensions hereof, if a member of the bargaining unit, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the bargaining unit member may write a memorandum to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegations, the Employer will remove the inaccurate material from the personnel file or correct the inaccuracy.

## ARTICLE 22

### APPLICATION & INTERPRETATION OF WORK RULES

SECTION 1. The Union recognizes that the Employer in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, procedures, and directives consistent with statutory authority and the conduct of the employer's services and programs. The employer will not establish work rules that conflict with the express terms of this agreement.

SECTION 2. To the extent possible, employees will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the Employer. The parties further understand that it is the interest of the Employer to protect the rights and well-being of all employees of the Employer, without unduly restricting the generally accepted individual rights of any employee. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to effectively carry out the Employer's programs.

SECTION 3. The Employer agrees that, to the extent any work rules have been or will become reduced to writing, every member at each facility shall have access to them for the duration of this Agreement. Copies of newly established written work rules, or amendments to existing work rules will be furnished to and discussed with the Union Chief Steward at least ten (10) work days prior to the effective date of such rules or amendments. Should any work rules conflict with law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

SECTION 4. The Employer shall publish a Table of Organization to be included within the Employer's work rules in the interest of establishing and maintaining open lines of communication and responsibility. A copy shall be provided to the Chief Steward of the Union as shall any subsequent changes in the Table of Organization.

SECTION 5. Prior to March 31<sup>st</sup>, for each year of this agreement, the Employer shall meet with a minimum of 2 bargaining unit employees of the Union choice. The employer will introduce, and/or review work rules, the intent of the rule and the expectation of the employees in regard to said rules. The union will be given opportunity to comment about the rules prior to implementation.

SECTION 6. In addition to the work rules, it is understood that the Employer has the statutory authority to promulgate policies, procedures and directives to regulate the conduct of the employer's business. Such matters, whenever possible, will be reduced to writing and made available to all members.

SECTION 7. All new employees for the duration of this Agreement, shall be supplied with a personal copy of all work rules, policies, procedures, directives and the Personnel Handbook immediately upon reporting for work. In addition, all new employees shall be supplied with a copy of this Agreement.

## ARTICLE 23

### NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievance, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the Twin City Water & Sewer District. Therefore:

A The Union agrees that neither it, its official, agent, representative, or members will authorize, instigate, cause, aid, condone, or participate in any strike work stoppage, or any other interruption of operations or services of the Employer by its members or other employees or the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to return to work. Should the union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

SECTION 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section I above.

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

## ARTICLE 24

### SEVERABILITY

SECTION 1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they

shall remain in full force and effect. Should any provision of this contract become unlawful it shall be a subject for renewed negotiations.

## ARTICLE 25

### WAIVER IN CASE OF EMERGENCY

SECTION 1. In case of any emergency declared by the President of the United States, the Governor of the State of Ohio, the United States Congress, or the General Assembly of Ohio, the following conditions of this Agreement may automatically be suspended:

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

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

SECTION 3. "Emergency" shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship or loss of life and property resulting from any natural phenomenon or act of man.

## ARTICLE 26

### DURATION

SECTION 1. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016.

SECTION 2. If either party desires to modify or amend this Agreement, it shall serve written notice of such intent no earlier than ninety (60) calendar days prior to the expiration date, no later than forty-five (45) calendar days prior to the expiration date, of this agreement. Such notice shall be by certified mail with receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

SECTION 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer

and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SECTION 4. This Agreement constitutes the entire agreement between the parties, and all other agreements, written, oral or otherwise are hereby canceled.

IN WITNESS HEREOF THE PARTIES HERETO, BY THEIR AUTHORIZED REPRESENTATIVES  
HAVE EXECUTED THIS AGREEMENT ON THE 5th DAY OF March, 2014

OCSEA/AFSCME LOCAL 11

TWIN CITY WATER AND SEWER  
DEPARTMENT



Chris Mabe  
President



John O'Hara  
Board Member



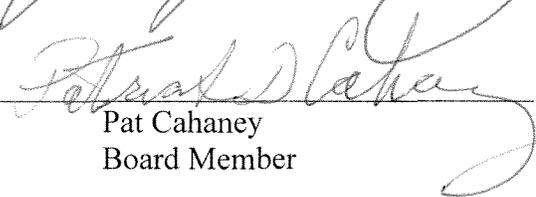
Peggy Tanksley  
Chief Negotiator



JJ Ong  
Board Member



Scott Shaw  
Negotiating Team



Pat Cahaney  
Board Member



Joel Peterson  
Negotiating Team



Josh Piccin  
Negotiating Team



Todd Henry  
Negotiating Team