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AGREEMENT

BY AND BETWEEN

THE STARK COUNTY SANITARY ENGINEER

AND

AFSCME, OHIO COUNCIL 8,

LOCAL 959, AFL-CIO

Effective December 13, 2014
To December 12, 2017

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ARTICLE 1 - PREAMBLE/PURPOSE

- Section 1.** This Agreement, entered into by the Stark County Sanitary Engineer, hereinafter referred to as the Employer, and AFSCME, Ohio Council 8, Local 959, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:
- A. to comply with the requirements of Chapter 4117 of the Ohio Revised Code;
 - B. to achieve 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 and classifications included in the bargaining unit as defined herein;
 - C. to provide for the adjustment of grievances which may arise;
 - D. to achieve and to maintain a stabilized Employer-employee relationship and to promote improved work performance; and
 - E. to assure the continuation and effectiveness of public services.

ARTICLE 2 - UNION RECOGNITION

- Section 1.** The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all employees in the appropriate unit:

INCLUDED: All employees at the Stark County Sanitary Engineer including; Assessment & Permits Technician; Construction Inspector; Engineering Technician III; Engineering Technician I; Equipment Operator; Laborer; Maintenance Electrician; Maintenance Mechanic; Radio Operator; Treatment Plant Aide; Treatment Plant Operator 1 & 2; Wastewater Lab Technician; Waterworks Technician; Tool and Parts Technician; Secretary 1; Data Clerk; and Crew Leader.

EXCLUDED: All management level employees, all professional employees, all confidential employees, and all supervisors as defined in the Act including: Director or Sanitary Engineer; Assistant Sanitary Engineer; Account Clerk 1; Account Clerk 2 to the Director; Assistant to the Director; Engineer 1, 2 & 3; Construction Inspection Supervisor; Sanitarian; Secretary 2 to the Director; Surveyor; Operations Engineer; Operation and Maintenance Supervisor; Operations & Maintenance Superintendent; Assessment & Permits Supervisor; Engineering Technician Supervisor; Land Acquisition Negotiator; and; Information Systems Manager.

Should the Employer reestablish classifications that were once in the bargaining unit but were deleted, such classifications will be included in the bargaining unit.

Section 2. Should the Employer establish new classifications during the term of this agreement, and the Union has reason to believe that such positions(s) are to be included in the bargaining unit as a result of similarity to current classifications, or by definition of Section 4117.01 O.R.C., the Union and the Employer shall meet to discuss the inclusion or exclusion.

If within thirty (30) days of notification by the Union, and agreement is not reached on the status of the new positions, either party may file with the State Employment Relations Board for a determination.

Section 3. Supervisors or excluded classifications shall not be assigned to perform work of bargaining unit employees where such work displaces a member of the bargaining unit, or where such work is performed for the purpose of avoiding assigning overtime to members of the bargaining unit. The parties agree that supervisors may perform any work in a bona fide emergency, or for safety reasons, or for purposes of training or instruction.

Section 4. The Employer agrees that welfare/workfare or similar person or persons shall not be assigned to perform any work normally performed by bargaining unit covered employees when there are bargaining unit employees available to do such work. Furthermore, the Employer agrees that any use of such welfare/workfare or similar person or persons shall not result in layoff, or reduction in pay or position of bargaining unit covered employees or cause the Employer to avoid the contractual obligations to bargaining unit employees or depleting the bargaining unit.

ARTICLE 3 - UNION REPRESENTATION

Section 1. The Employer agrees that up to two (2) Union Staff representatives shall have access and be permitted to enter any Employer facilities during the normal office business hours Monday through Friday. Such access will be for the purpose of processing grievances or attending meetings as provided herein. Visitation for the purpose of investigating complaints, delivery of necessary Union correspondence or information for Union officers and representatives (stewards), may be done during non-working hours or non-work time. Notwithstanding the above provisions, the Union Staff representatives may be accompanied by the Union President or his designee during such access prior to or after normal business office hours or non-work time to consult with employees in the assisting and settlement of grievances or complaints, and to carry into effect the terms and provisions of this Agreement. It is understood such access and visitation shall not interfere or disrupt work in progress.

Section 2. The Employer shall recognize in addition to the local Union President, other Union officials, including the Chief Steward and stewards, for representation purposes and as otherwise provided under this Agreement.

Section 3. The Union shall provide to the Employer an official roster of its officers and local Union officers, representatives and stewards which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate supervisor;
- E. Union office held; and
- F. Facility/station assigned.

No employee shall be recognized by the Employer as a Union official until the Union has presented the Employer with written certification of the person's selection and/or position held.

Section 4. The Union President, Vice President or Chief Steward shall be permitted reasonable time off at the beginning and prior to the end of the work shift without loss of pay or benefits for the investigation of grievances or the orientation of new bargaining unit members, provided the supervisor of such employees is notified of the time of departure from and return to the job. Approval of the supervisor will not arbitrarily or unreasonably be withheld. Access to personnel records which are not defined as "public records" under Ohio law currently in effect as of the execution of this Agreement shall be authorized only with written permission of the employee. The Union President or designee and other Union Representatives shall be permitted time off without loss of pay or benefits to meet with the Employer at grievance meetings, disciplinary meetings, health and safety meetings or to attend other meetings required under this agreement. The writing of grievances shall be on non-work time. When the Union President or designee of any other Union Representative needs to process grievances or matters under this Article or this agreement which requires information and copies of personnel records and data as to supporting documentation, or to establish or follow-up in representation rights under this Agreement or as provided by law, may utilize the Employer's telephones for local calls, with the approval of the Employer and further provided that such approval shall not be unreasonably or arbitrarily denied.

A Union Representative involved in representation of an employee at a grievance presentation or disciplinary conference will be permitted to leave his work and work area to represent the member at the meeting, provided the Union Representative notifies his supervisor of his time of departure from and upon his return to the job. Approval will not arbitrarily or unreasonably be withheld.

Section 5. Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no Union Representative shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct internal Union business during working hours except to the extent specifically authorized herein.

However, solicitation or membership may be solicited during non-work time.

- B. The Employer agrees not to interfere, restrain, coerce, or otherwise restrict the Union Representatives in the performance of their representation rights as provided by this Agreement or under the law.
- C. The Employer agrees to provide the Union President or his designee and Union Staff access to necessary information contained in records/files of any bargaining unit employees who files a grievance, or appeals a disciplinary action. Other relevant information necessary to process a grievance or to represent an employee under the terms and conditions of this Agreement be provided to the Union within a reasonable time after the written request of the Union. With the exception of depositions, reasonable requests for copies shall be at no cost to the Union.
- D. The Union may use the Employer's local telephone services and internal mailing system at no charge for the purpose of the terms and provisions of this Agreement with prior approval of the Employer. The Union may also use the Employer's facilities to meet with employees at a time and place approved by the Employer during non-work time.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Stark County Sanitary Engineer, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

- D. To determine the Employer's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition and duties of the workforce; the number of shifts required to establish work schedules; to establish hours of work; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Employer;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

Section 1. The Employer and the Union realize that a strike may create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, agents, representatives, 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 bargaining unit members. In the case of an unauthorized strike, the Union shall cooperate with the Employer to end the unauthorized activity.

B. It is specifically understood and agreed that the Employer during such unauthorized work stoppage shall have the whole and complete rights of discipline, including the right of discharge.

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 members unless those members shall have violated Section 1(A) of this Article.

ARTICLE 6 - CHECK OFF/DUES DEDUCTION/FEE/ASSESSMENTS

Section 1. The Employer agrees to payroll deductions of union dues, fees, or assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular payroll deductions of dues, fees or assessments once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received.

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, fees or assessments. 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 deductions of dues, fees or assessments 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; (5) revocation of dues deduction authorization in accordance with the terms and provisions of the payroll deduction form.

Section 5. The Employer shall not be obligated to make deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial deductions.

- 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. Corrections shall be made as soon as possible after notification in writing by the Union. 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.** The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes, dues deductions, fees or assessments.
- Section 8.** All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later as a condition of employment. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The payment will be accompanied by an alphabetical list of the names, social security numbers and current addresses of those employees for whom a deduction was made and the amount of the deduction. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee to non-Union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09(C) of the Ohio Revised Code.
- Section 9.** The Employer agrees to remit an alphabetical list of the names, social security numbers and current addresses of employees for whom a deduction was made and the amount of the deduction along with a check in the aggregate amount of the deduction to the Comptroller of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio, 43085-2512, within fifteen (15) days of the payroll date of dues deduction. A copy of such warrant and the aforementioned lists of employees shall also be forwarded to the Treasurer of Local 959 and Ohio Council 8, Akron Regional Office, 1145 Massillon Road, Akron, Ohio, 44306, during the same period.

ARTICLE 7 - 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, national origin, political affiliation, marital status, or disability or handicap, which does not interfere with

the ability to perform the functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

- Section 2.** Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, he shall not seek redress through the grievance procedure outlined in this Agreement.
- 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.
- Section 4.** Neither the Employer nor the Union shall discriminate against, interfere, restrain or coerce any employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee exercising the right to abstain from membership or involvement in lawful Union activities.
- Section 5.** During the process to identify a reasonable accommodation, the employee has the right to have Union representation, if he or she chooses. Any medical information discussed during this process shall be held in the strictest confidence between the parties.
- Section 6.** The Employer will notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information about the accommodation. If the Union wants to discuss the proposed accommodation, it will give the employer a written request for a meeting to discuss the matter within five (5) working days of receipt of the notice. This meeting must be held before any accommodation is made.

ARTICLE 8 - WORK RULES

- Section 1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employees' services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures or those which violate this Agreement.
- Section 2.** At least five (5) working days prior to implementation of any new or reused work rule, regulation, policy or procedure which affects members or the bargaining unit, the Employer shall post a copy and forward a copy to the President of the local Union or his designee.
- Section 3.** The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The Employer agrees to provide space and bulletin boards in agreed-upon areas of each facility in which bargaining unit employees are assigned, for use by the Union at no charge. Boards are to be maintained in a neat and orderly manner.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the local Union President or his designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees and independent arms of the Union; and
- G. Rulings or policies of the Union.

All other notices of any kind not covered (A) through (G) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- 1. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in (B) through (E) above;
- 2. Personal attacks upon any other member or any other employee or elected office holder;
- 3. Attacks on any employee organization, regardless of whether the organization has local membership.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 4. If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union Representative to remove the document in question and such determination shall not be arbitrary.

The Union may request a meeting to discuss the issues if the Union is in disagreement with the determination of the Employer, or may file a grievance.

ARTICLE 10 - DISCIPLINARY PROCEDURE

Section 1. No form of disciplinary action will be taken against any employee except for just cause.

Section 2.

- A. Except in instances where the employee is found guilty of a dischargeable offense, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.
- C. Discipline will be initiated within thirty (30) calendar days following the Employer's awareness of the event giving rise to the discipline.

Section 3.

- A. Whenever the Employer determines that an employee may be disciplined, a pre-disciplinary hearing shall be scheduled by the Employer. If the amount of discipline recommended is five (5) or more days suspension with loss of wages, this hearing may be scheduled through the Ohio Council 8 offices to allow the Union Staff Representative an opportunity to be present if requested by the Local Union. No less than five (5) working days prior to the scheduled meeting with the employee, the Employer shall submit written notice as to the exact charges, a statement of facts concerning the charges, a list of witnesses and any evidence, which shall be presented in such detail as enables the employee and the Union to prepare a defense, to the employee with a copy to the Union Staff and Union President. The employee shall be entitled to Union representation, and the Union shall have the right to be present at such meeting provided such employee requests union representation, which representation shall be a maximum of two (2) individuals consisting of any combination of Union officials with Union Staff. Further, if the employee does not request Union representation, the employee shall not be allowed representation by any other individual and/or organization except as required by law. In the event the issue is not resolved between the parties, the Employer may proceed with disciplinary action by serving proper notice upon the employee and the Union following such pre-disciplinary hearing.
- B. An employee may waive his right to such a pre-disciplinary conference by completing the form attached hereto as Appendix B.

- C. All hearings and questioning of an employee facing possible disciplinary action and/or witness shall be held during regular working hours without loss of pay. If questioning of an employee facing possible disciplinary action is held prior to a hearing, the employee may be represented by one Union Staff Representative and/or one Local Union official. The Local Union official may be present during such questioning without loss of pay.
- D. At the pre-disciplinary hearing, the Hearing Administrator will ask the Employer or his/her representative to respond to the allegations which were submitted to the employee. After the Employer responds, the employee or his representative may respond to the allegations presented by the Employer and which were submitted to the employee.
- E. The Employer, the employee or his representative may present any testimony, witnesses, or documents as to the allegations. The employee, the Union, and the Employer shall provide a list of witnesses to each other as soon as possible prior to the pre-disciplinary conference.
- F. The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Hearing Administrator concluding as to whether or not the alleged charges should be supported, modified or withdrawn. A copy of this report will be provided to the employee and Union representative present at the hearing within five (5) days following the hearing.
- G. Pre-disciplinary conference will be held by a neutral administrator, who will be selected by the Employer. Any charges or costs thereto shall be paid by the Employer.
- H. The Employer shall decide what discipline, if any, is appropriate following receipt of the report of the Administrator.
- I. Decision of the Employer may be appealed by filing a grievance at Step 4 of the grievance procedure within ten (10) working days of receipt of the order of discipline.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period.

Oral Warnings	9 Months
Written Warnings	12 Months
Suspension of less than 5 days	18 Months
Suspension of 5 days or more	24 Months

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 11 - GRIEVANCE PROCEDURE

- Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.
- Section 2.** The term “grievance” shall mean an allegation by a bargaining unit employee or union 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 address matters not covered by this Agreement.
- Section 3.** A grievance under this procedure may be brought by any member of the bargaining unit. Where a group or the bargaining unit members desire to file a grievance involving, a situation affecting each member in the same manner, one member selected by such group will process the grievance.
- Section 4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management’s answer at the last completed step.
- Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step or the grievance procedure. Management shall not establish a practice of not answering grievances.
- Section 5.** The written grievance shall be submitted on the grievance form attached as Appendix C, and shall contain the following information:
- A. aggrieved employee’s name;
 - B. aggrieved employee’s classification;
 - C. name of employee’s immediate supervisor;
 - D. date and time of incident giving rise to grievance;
 - E. date and time grievance was first discussed;
 - F. date grievance was filed in writing at Step 1;
 - G. a statement as to the specific Articles and Sections of the Agreement violated;
 - H. a brief statement of the facts involved in the grievance;
 - I. the remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union; working days as used in this Article, shall not include Saturdays, Sundays or holidays.

Section 7. Each grievance shall be processed in the following manner:

Step 1.

An employee having a grievance will first bring that complaint verbally, within two (2) working days of the incident giving rise to the grievance to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer.

If the employee is not satisfied with the response given by the supervisor, the employee shall within three (3) working days reduce the grievance to writing on the agreed form and submit it at Step 2.

Step 2.

The supervisor within three (3) working days of receipt of a written grievance shall respond in writing to the grievance. All Step 2 grievances shall be submitted on the grievance appeal form attached to this Agreement as Appendix C. This form must be completed so that the nature of the grievance, the Article and Section of this Agreement allegedly violated, the statement of facts leading to the grievance, and the relief requested is clearly stated. Prior to this response, the supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. The supervisor shall provide the employee and the union representative with his written response to the grievance within the three (3) working days. If an employee is not satisfied with the written response from the supervisor, the employee or union may within three (3) working days pursue the grievance to Step 3 of the procedure.

Step 3.

The Sanitary Engineer or his designee within five (5) working days of receipt of a written grievance shall schedule a formal meeting with the Employee filing the grievance and the Union staff. Prior to this meeting taking place, the Sanitary Engineer or his designee shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ten (10) working days after the meeting, the Sanitary Engineer or his designee shall provide the Employee and Union Staff official in attendance with his written response to the Grievance.

Step 4 – Arbitration

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to final and binding arbitration by giving notice to the Employer within ten (10) working days from receipt of the Sanitary Engineer's written response.

Within twenty (20) working days of the notice to arbitrate given to the Employer, the Union shall submit such grievance to the Federal Mediation and Conciliation Services (FMCS) by requesting a list of seven (7) arbitrators, with a copy of such request forwarded to the Employer as noted on FMCS required form, on date of mailing. In the event the grievance is not referred to final and binding arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply of the Employer.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or converse by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. Each party may make only one (1) rejection.

The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The parties alternately by case shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service, and this Agreement.

The arbitrator shall hold the arbitration hearing within one hundred eighty (180) days and issue his decision within sixty (60) days thereafter for any arbitration that does not involve an employee termination. In the event that the arbitration involves an employee termination, the arbitrator shall hold the arbitration hearing within one hundred fifty (150) days and issue his decision within sixty (60) days thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

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

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The decision of the arbitrator shall be final and upon the Union, the Employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally by the parties unless either party should request a postponement to a scheduled arbitration hearing, the party requesting the postponement will bear the total cost associated with the postponement including any costs the opposing party has due to the postponement unless otherwise agreed upon in writing. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Any employee may have one (1) employee Union representative accompany him in Step 1 and Step 2 of the procedure, and up to two (2) employee Union representatives at Step 3 and one (1) non-employee Union official. The employee may have two (2) employee Union officials accompany him in Step 4, in addition to any non-employee Union officials. Employee representatives, necessary witnesses, and grievant(s) will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 4, the Union shall have the right to have presented no more than two (2) Union Representatives at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

Section 8. The union may file a policy and/or group grievance which affects bargaining unit employees or the Union or regards the award of any previous arbitration case, by filing such grievance directly at Step 3.

Section 9. The Union shall have the right to withdraw or settle any grievance, at any step of the grievance procedure with the Employer.

ARTICLE 12 - PROBATIONARY PERIODS

Section 1. The probationary period for all new hires in classifications covered by this Agreement shall not exceed one hundred twenty (120) calendar days and shall begin on the first day which the employee receives compensation from the Employer. New hires shall have no seniority during probationary periods; however, upon completion of the probationary period seniority shall start from date of hire.

Section 2. Newly hired probationary employees who are terminated shall not have recourse through the grievance procedure.

Section 3. Employees promoted to higher classifications are subject to a qualifying period of ninety (90) calendar days, and as further provided under Article 14.

Section 4. The Employer will furnish the Union a list of new hires showing name, address, date of hire, social security number, starting rate, department and classification within one (1) week of this hiring. The Employer shall also furnish this same information to the Union within one (1) week of the event, for employees who have completed this probationary period, been terminated, promoted or transferred.

ARTICLE 13 - SENIORITY

Section 1. Seniority shall be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, unless the employee is reinstated under the provisions of this Agreement, the employee loses all previously accumulated seniority.

Section 2. New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

Section 3. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or as otherwise provided in leave of absence provisions of this Agreement.

Section 4. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

Section 5. Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but he/she shall not accumulate additional seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list with seniority to be determined according to this Article.

Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall instead be placed at the bottom of any seniority list for his/her bargaining unit classification.

Section 6. The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on the Union bulletin boards showing date of service, classification, and rate of pay. One (1) copy of the seniority list shall be forwarded to the Union President or his designee. Once the seniority list has been posted, employees shall have fifteen

(15) days in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Any information which is not altered as a result of an employee challenge shall be considered final.

Section 7. With the exception to accretions of classifications to the bargaining unit, an employee(s) of the County who is employed outside the bargaining unit, who becomes employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of seniority under provisions of this Agreement.

Such employee shall retain total County seniority only for purposes of retirement accrual, sick leave accrual and vacation accrual.

ARTICLE 14 - VACANCY, PROMOTIONS, AND TRANSFER

Section 1. Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, or a new job classification is created and included in the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for seven (7) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer through the office manager. The written application is attached herein as Appendix D. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

The "Notice Of Vacancy" shall contain the following information:

- A. Classification and position.
- B. Facility where the vacancy exists.
- C. Division and the immediate supervisor.
- D. Pay range and base wage.
- E. Qualifications for the job as established and consistently applied by the Employer.
- F. A brief description of the job duties.
- G. Effective date and expiration date of the posting.

For employees who may be on vacation, sick leave or other authorized leave of absence, and during such absences a vacancy is posted, the Engineer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Employer before leaving on such authorized absences.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3. For instances where an employee is on a leave of absence or medical leave, the Employer may temporarily fill the vacancy for the period of the absence or leave up to one hundred eighty (180) days.

Section 4. All timely filed applications shall be reviewed based on the following criteria to determine the best-qualified applicant:

A. Work History

1. Past performance in present job
2. Aptitude and/or familiarity with the required duties of the new position
3. Disciplinary record
4. Attendance record

B. Education Background and Experience

1. Outside training and experience
2. Inside training and experience

C. Physical and Medical Capability

If two or more employees have bid and meet the minimum qualifications and are substantially equal in meeting the criteria outlined above, the seniority shall govern in the awarding of the position.

Section 5. Once the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

Section 6. The Employer shall give first consideration to those timely filed applications of employees who are in the same classification of the vacant position and then to any senior incumbent employees in the bargaining unit who are qualified to perform the work (including the operation of all equipment pertaining to that vacancy), and are, therefore, requesting a lateral transfer to the vacant position.

Section 7. The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

- Section 8.** The position shall be awarded to the individual who best meets the criteria outlined in Section 4. If an employee is selected, he shall be compensated at the appropriate rate on completion of his probationary period in the new position, if a promotion is involved. If a promotion is involved, the employee will receive the probationary rate for that position or their former rate of pay, whichever is greater, during the probationary period. Employees who are "bidding down" shall have their salary reduced to the appropriate rate upon transfer to the new position. An employee that has filled a position pursuant to Article 16 for ninety (90) consecutive calendar days within six (6) months of being awarded that position shall be paid at the regular salary rate, and shall not be required to be paid at the probationary rate even though they will be required to serve the probationary period.
- Section 9.** If two (2) or more employees are considered by the Employer to be substantially equal in meeting the criteria outlined in Section 3 above, then seniority shall govern in the awarding of the position.
- Section 10.** If no employee is qualified for the position or no employee submits a bid for the position, the Employer shall fill the position from an eligible list, if one exists, or from those applicants outside the agency.
- Section 11.** An employee will be required to complete a ninety (90) day promotional probationary period. If the employee job performance is not satisfactory at the conclusion of the probationary period, he shall be returned to his previous position.
- Section 12.** Unless approved by the Employer, any employee will be limited to one (1) transfer in a twelve (12) month period.

ARTICLE 15 - LAYOFF AND RECALL

- Section 1.** In any case of an anticipated layoff of bargaining unit employees, by the Employer, the Employer shall notify the Union of impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the lay-off on bargaining employees and to furnish the Union supporting documentation and adequate information and verification supporting any layoffs.
- Section 2.** The Employer may lay employees off for reasons of lack of work, lack of funds, or reorganization. Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective date of layoff. The notice shall advise the employee of bumping rights. The President of the Union or his designee shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.
- Section 3.** The Employer may determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classifications effected:

- A. Seasonal, temporary employees;
- B. Casual employees;
- C. Student employees;
- D. Part-time employees;
- E. Probationary employees;
- F. Permanent employees in the inverse order of their seniority as defined by this agreement.

Section 4. An employee receiving notice of layoff shall have five (5) working days following receipt in which to use his seniority to exercise his right to bump any employee with less Employer seniority in the same classification and then to a lower rated position within the same classification series and then to a pool position, provided the more senior employee does possess the skill, ability and qualifications to perform the work as determined by the Employer. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is bumped from his position shall five (5) working days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications as determined by the Employer to bump another employee within the same classification series, shall be laid off and placed on the appropriate recall list. The form for "Notice of Bumping" is attached hereto as Appendix E.

Section 5. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to Employer seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled to any classification where the employee has the skill, ability and qualifications to perform the work as determined by the Employer, and employees shall be on recall for a period of eighteen (18) months. The President of the Union or his designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer.

In the event an employee refuses recall to a classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

Section 6. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations

by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. The laid off employee shall have up to ten (10) calendar days after receipt of the recall notice or fourteen (14) calendar days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer and employee.

In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) calendar days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list.

Section 8. In the event there is a tie in seniority dates, then seniority shall be determined by the time stamped on the employee's application with the Employer. If no time stamp exists, then seniority order shall be determined by the flip of a coin, or if more than two (2) employees are involved, by a draw of numbers.

Section 9. When an employee is laid off improperly or not recalled properly, he shall be entitled to back wages and benefits, less any wages and unemployment benefits earned, if any, and otherwise shall be made whole, retroactive to the date a signed grievance was filed with the Employer.

Section 10. Classification Series

- | | |
|--|---|
| 1. Assessment & Permits Tech.
Data Clerk
Secretary 1 | 2. Construction Inspector |
| 3. Engineering Tech III
Engineering Tech I | 4. Waterworks Technician
Equipment Operator |
| 5. Maintenance Mechanic | 6. Treatment Plant Operator 2
Treatment Plant Operator 1 |
| 7. Maintenance Electrician | 8. Wastewater Lab. Tech |
| 9. Tools and Parts Technician | |
- Pool: Laborer
Radio Operator
Treatment Plant Aide

ARTICLE 16 - TEMPORARY TRANSFERS

- Section 1.** Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.
- Section 2.** Employees who are temporarily assigned to classifications above their permanent classification for a period of at least two (2) hours shall receive the rate of the higher classification, except in case of assignment in a higher classification in which specific licensing or certification is required, and such employee has not obtained all required licensing or certification, in which event the employees will receive one-half the difference between their regular rate and the higher rate. Multiple employees will not be assigned to a single job for the purpose of avoiding the two (2) hour period.
- Section 3.** Employees that are assigned to work eight (8) hours in a classification above their permanent classification on the day immediately preceding and after the holiday shall receive the higher rate of pay for the holiday.
- Section 4.** An employee who is temporarily assigned to a lower classification shall be paid at the higher classification rate in addition to the stipend applicable for the current license that they possess as set forth in Article 27 Section 3.

ARTICLE 17 - HOURS OF WORK/OVERTIME

- Section 1.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; provided, however, that such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime. This Article is intended to be used as the basis for computing overtime and shall not be construed, as a guarantee of work per day or per week.
- Section 2.** The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The work week shall be computed between 12:01 a.m. on Thursday of each calendar week and at 12 o'clock midnight the following Wednesday. The calendar week shall consist of five (5) consecutive workdays and two (2) consecutive days off. The standard work day starting and quitting times shall normally begin between 7:30 and 8:00 a.m. and end 4:00 and 4:30 p.m., Monday through Friday with the exception of Radio Operators whose standard work day starting and quitting times shall begin and end according to the following shift schedules: 7:30 a.m. to 3:30 p.m.; 3:30 p.m. to 11:30 p.m.; 11:30 p.m. to 7:30 a.m. by current rotating schedule.

Section 3. When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a week as defined in Section 2 above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours, or in excess of eight (8) hours per day. Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay. Hours earned on holidays, vacation and personal leave days shall be considered hours worked for the purpose of computing overtime. Premium may be paid only once for any hours worked (no pyramiding). An employee who has been on vacation, sick leave, bereavement leave, or any other authorized leave shall not be called for overtime until he has worked his regularly scheduled shift.

Section 4. Each employee (except dispatchers) shall be granted a meal period of forty-five (45) minutes during each regular work shift as scheduled by the immediate supervisor and shall be paid for fifteen (15) minutes of such meal period. Those employees required to remain on duty during their meal period shall have the meal period considered as part of their standard work day schedule and shall be required to remain on the Employer's premises during the meal period.

Section 5. Opportunity to work overtime shall be distributed and rotated as equally as practicable among employees in the same job classification in the same work section starting with the employee with the least number of overtime opportunities previously offered or worked, provided the employee is qualified to perform the specific overtime work required.

The Employer shall post an overtime roster on appropriate bulletin boards once each month indicating the total opportunities offered and/or worked by each employee.

If any employee establishes that he has not received his fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he is qualified. It is agreed where special skills are required, employees possessing such skills shall be assigned to the overtime work involved.

On call opportunities shall not be computed under this section.

Section 6. Two (2) crews consisting of two (2) employees each from the Maintenance Department shall be annually assigned to "on call" status weekly on a rotating basis during other than normal business hours for the purpose or performing unscheduled work during such hours. One crew will be composed of a member from the electrician pool and one from the laborer pool. The other crew will be composed of a member of the equipment operator pool and one from the laborer pool. Laborers will be called in alternately for on-call assignments except in cases where the supervisor on-call deems it necessary for reasons of efficiency to retain and utilize a previously called laborer for a subsequent on-call assignment utilizing the same crew. Each crew shall be filled by employees determined qualified by the Employer to perform electrical work, equipment operator work, and laborer work, from the classifications of Electrician, Equipment Operator,

Wastewater Plant Operator 1 or 2, Wastewater Plant Aide, Maintenance Mechanic, Tool & Parts Technician and Laborer. Such employees who are required to remain "on call" will be supplied with electronic equipment (maintained by the Employer) so they can be reached at all times and must be able to arrive at the Employer's premises within thirty (30) minutes, except those living beyond a thirty (30) minute portal to portal drive, after being called in for work. Failure to comply with these requirements will result in forfeiture of on-call pay and appropriate disciplinary action. Employees required to remain "on call" shall be paid according to the schedule below for each "on call" day they are assigned, shall receive a minimum portal to portal two (2) hour pay for each call-out and shall be compensated at a rate of one and one-half (1½) times the employee's hourly rate specific in their classification for all hours and in addition to holiday pay if applicable, of each call-out. The number of employees called out will be no less than two for each call-out.

On-call pay schedule: \$25.00 per on-call day.

An employee who is passed over for on call due to an error made by Employer shall receive an additional \$25.00 in addition to being granted the next two available on call opportunities during their current assignment.

The Water Works Technician shall be subject to call out in the case of an after hour call related to water. He shall receive the on-call stipend in addition to payment for the water call out. In case the Water Works Technician is not available for a water call, the water call shall be offered (1) to the Laborers within the Water Department who hold a water distribution license by seniority; (2) to the remaining Laborers in the Water Department by seniority; (3) be subject to the provisions of Article 18 Section 3.

Section 7. An employee assigned to "on call" status may trade days with an employee who is determined to be qualified by the Employer upon giving no less than twenty-four (24) hour notice to the Employer. Once accepted, the accepting employee has full responsibility for the on-call assignment. An assigned employee trading days is responsible for furnishing the substitute employee with the electronic equipment assigned to such employee. Employees on vacation, sick leave, bereavement leave, or other authorized leave, shall not be assigned to "on-call" status.

When an employee assigned to "on call" cannot complete the assignment due to an approved personal emergency or department policy, the "on call" assignment shall go to the least senior qualified employee available who shall accept the "on call" status until the next regular workday.

Newly hired or current employees who are promoted, transferred or demoted to a classification eligible for on call shall not be placed on the on call schedule until such time as the posting of the annual schedule.

Section 8. Notwithstanding the provisions of working hours, work week herein, the following provisions pertain to Construction Inspectors:

- A. Inspectors will report on a daily basis to the Inspection Office for their daily work assignments. If inspection work is not available for all Inspectors, and if the Maintenance Supervisor or his designee confirms that work in the department is available, unassigned Inspectors will report to the Maintenance Department designee for work. Reporting time by Inspectors to Maintenance Department will be 8:15 a.m. if inspector work materializes after 8:15 a.m., the Inspectors will be reassigned to that work. If an Inspector is assigned work in the maintenance area, such Inspector has no option with respect to accepting the work.
- B. Inspectors must dress accordingly. If no work is available in the Maintenance Department, unassigned Inspectors will be sent home.
- C. When Inspectors are assigned to the Maintenance Department and do the work of that department, they will be under the supervision of the Maintenance Supervisor or his designee. All work rules, regulations, orders, etc. of the Maintenance Supervisor or his designee, will be complied with. It is understood that the work done by Inspectors in the Maintenance Department will be primarily laborer's work.
- D. When working in the Maintenance Department, Inspector's private vehicles will be parked on the Sanitary Engineering Department lot. Transportation of personnel to and from the garage will be by County vehicles.
- E. When an Inspector is assigned to an inspection site, and when his work at such site is completed, the Inspector will then report to the Inspection Supervisor who shall inform him whether there is other inspection work. If no such work is available, he shall then report to the Maintenance Department for assignment of work there for the remainder of the day. If no maintenance work is available, the employee will report to the Inspection Office for the remainder of the day.

ARTICLE 18 - REPORT AND CALL-IN PAY

Section 1. An employee, who reports to work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Engineer, shall be guaranteed two (2) hours pay. An employee who begins work and is furloughed for the remainder of the work day shall be paid for all hours worked or for four (4) hours, whichever is greater. The provisions of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

- Section 2.** Whenever an employee is called to work outside his regular work day hours, which do not abut his regular shift, he shall be paid portal-to-portal pay, with a guaranteed minimum two (2) hours overtime pay. When an employee who is not on-call is still on the premises after completing scheduled work and is called to work, he shall be paid a guaranteed minimum of one (1) hour. On-call employees shall be paid pursuant to Article 17 Section 6 of this Agreement.
- Section 3.** Overtime for those employees who are not on-call shall be voluntary and employees shall not be required to work except where adequate employees do not agree to work the necessary overtime and further provided under those conditions, employees shall be scheduled or called-in beginning with the least senior employee(s) in the classification(s) needed.

ARTICLE 19 - JOB DESCRIPTION

- Section 1.** Employer shall maintain accurate position descriptions for each classification in the bargaining unit. Employees and the Union shall have access to such description at reasonable times mutually agreed to by the Employer and Union for the purpose of review. If a copy is requested, one (1) copy shall be provided at no charge.
- Section 2.** Should any employee or the Union believe that the position description for his classification does not accurately reflect the duties of the classification, the employee or Union may request a review by the Employer. Such review shall be limited to once per year per employee.
- Section 3.** All affected employees and the Union shall receive a copy of any position description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 2 herein.
- Section 4.** The Employer shall establish a wage base and position description for any new classification in the bargaining unit based upon an appropriate differential from existing positions. Should the Union disagree with the wage rate established, the Employer and Union shall discuss the establishment thereof. The Union or affected employees may take disputes regarding wage rates and job descriptions for new positions directly to Step Three (3) of the grievance procedure and the provisions thereto.

ARTICLE 20 - UNION LEAVE

- Section 1.** Duly elected or appointed delegates to conventions or conferences or seminars of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such conventions and activities. In lieu of credited

time off without pay, said employees may elect to take approved vacation leave for such meetings. The employee, where possible, must request such time off fourteen (14) calendar days prior to any such meeting to the Employer. Such leave shall not exceed a total of ten (10) working days per calendar year for the unit.

ARTICLE 21 - SICK LEAVE/PERSONAL LEAVE

Section 1. Crediting of Sick Leave.

Short-term sick leave credit shall be earned at the rate of 2.3 hours per eighty (80) hours of active pay status. Long-term sick leave shall be earned at the rate of 2.3 hours per eighty (80) hours of active pay status.

UNUSED SHORT-TERM AND LONG-TERM sick leave shall accumulate without limit.

LONG-TERM sick leave may be used only for bona fide illness or injury requiring an employee to miss five (5) or more consecutive work days. Physician documentation justifying the absence may be required. If an employee is entitled to **LONG-TERM** sick leave, the payment for such leave will be retroactive to the first day of the covered illness or injury and will continue until accumulated leave is exhausted or the employee is able to return to work, whichever occurs first. When the Employer has sufficient justification, the Employer may require the employee to submit to a medical examination conducted by a physician of the Employer's choice. The cost of the examination will be borne by the Employer. Disputes as to the employee's physical or mental health shall be determined by a licensed physician or psychologist mutually selected by the employee and Employer. The fee of the mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

ACCUMULATED SHORT-TERM sick leave may be used while an employee is on long-term sick leave; however, in no instance may accumulated long-term leave be used for any absence of less than five (5) consecutive days.

All accumulated sick leave balance as of December 11, 1991 shall be considered short-term sick leave.

For the purpose of this Article, active pay status shall be defined as hours worked and hour spent on paid leave time. Part-time and temporary employees or non-full-time employees accrue short-term and long-term sick leave on a proportionate basis to the hours paid each pay period.

Section 2. Retention of Sick Leave.

An employee who transfers from another public agency to the Stark County Sanitary Engineer, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the Stark

County Sanitary Engineer, except that such deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. Any sick leave credit carried over to the Sanitary Engineer's office shall be considered short-term sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit as short-term sick leave upon his re-employment with the Stark County Sanitary Engineer, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. Charging of Sick Leave.

Sick leave shall be charged in minimum units of one (1) hour except for medical appointments and bona fide emergency situations that may be utilized in increments of one-fourth (1/4) hour. An employee shall be charged for sick leave only for days that he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 4. Uses of Sick Leave.

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

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall be defined as mother, father, step mother, step father, brother, sister, child, step child, spouse, grandparents, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunts and uncles (siblings of employee's parents), legal guardian or other person who stands in place of a parent (loco parentis).

Section 5. Evidence Required for Sick Leave Usage.

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

Section 6. Notification by Employee.

When an employee is unable to work, he/she shall notify the supervisor or other designated persons, fifteen (15) minutes before the time he/she is scheduled to report to work on each day of absence, except radio operators who shall report one (1) hours before such time, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 7. Abuse of Sick Leave.

Accrual of paid sick leave is intended to build a "bank" of paid time off in the event of short-term disability. A pattern of using paid sick leave as it accrues or consistently maintaining a "bank" of paid sick leave of a nominal amount is rebuttably presumed to be abuse of paid sick leave. Other examples of a pattern of sick leave abuse shall be considered to exist in the event of multiple uses of sick leave occurring in conjunction with days off such as Mondays, Fridays, and/or following paydays or any other discernible pattern. Excessive use of sick leave without a physician's statement is also rebuttably presumed to be abusive.

A "rebuttable presumption" means beginning with a conclusion and altering it, as warranted, based upon mitigating factors and available evidence.

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in discharge and refund of salary or wage paid. This policy is not intended to be applied without regard to individual circumstances.

Section 8. Expiration of Sick Leave.

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or may use vacation in accordance with the appropriate section of this Agreement.

Section 9. Physician Statement.

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the employer that the employee was under his care. Such physician statement shall be required for an absence of four (4) or more consecutive work days due to illness or injury. If an employee works only a portion of one of four (4) consecutive sick days and the balance of the day is attributable to sick time, the Employer will on a uniform and reasonably applied basis determine whether the employee is required to provide a physician's statement. Where sick leave is requested to care for a member of the immediate

family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. **THE PHYSICIAN'S STATEMENT MUST BE PRESENTED UPON THE EMPLOYEE'S RETURN TO WORK, AND IN NO CASE LATER THAN THE THIRD DAY AFTER THE EMPLOYEE'S RETURN TO WORK.**

Section 10. During the period January 1 through December 31 of each year, an employee who uses up to eight (8) hours of sick leave shall be credited with three (3) days personal leave with pay to be used in the next calendar year. Employees who use greater than eight (8) and up to twenty four (24) hours of sick leave shall be credited with two (2) personal days. Employees who use greater than twenty four (24) and up to forty (40) hours of sick leave shall be credited with one (1) personal day. Employees who use more than five (5) sick days in the year shall receive no personal days.

To be eligible for personal days, employees may have no unexcused absences in the year, in addition to the use of sick days noted above.

For the purpose of this section, vacation, personal leave, workers compensation leave of seven (7) or less days supported by medical documentation and funeral leave shall be credited as time worked.

Personal leave days must be taken, with advance approval of the supervisor, in the year succeeding the year earned. There shall be no monetary reimbursement payable to the employee in lieu of time off.

Section 11. **Employees hired before January 1, 2015** Employees with at least ten (10) years' service with the County, State, or any of its political subdivisions who retire under the Public Employees Retirement System or otherwise terminate employment shall be paid one-half (1/2) of the value of their accrued but unused sick leave credit to an amount not to exceed 480 hours of pay. Payment shall be made at the employee's base rate of pay as of the effective date of retirement or separation, and eliminates all sick leave credit accrued by the employee. Such a payment shall be made only once to an employee. Employees with at least ten (10) years with the County, State, or any of its political subdivisions who die shall be considered to have terminated their employment as of their date of death, and be eligible and be paid for such accrued sick leave, with payment to be made to his/her estate.

Employees hired after December 31, 2014 An employee, at the time of retirement from active service with the Employer, may elect to be paid in cash for one-fourth of the value of his or her earned but unused sick leave credit; however, the maximum of such payment shall not exceed two hundred forty (240) hours. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the State, or any of its political subdivisions. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit by the employee. Eligible employees, retiring from

active service, shall complete a "Sick Leave Payment Upon Retirement" form to initiate the payment process.

Section 12. On the Job Injury.

An employee shall receive paid injury time off during his/her normally scheduled work day to receive immediate medical care for an on the job injury that occurs on that day. Any time lost after the day of the injury will be deducted from an employee's sick leave balance, if requested by the employee. The Employee must file appropriate paperwork related to the injury to be eligible for on the job injury pay pursuant to this section, and have appropriate medical documentation to support the absence.

ARTICLE 22 - VACATION

Section 1. Full-time employees shall earn and become entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave which an employee earns during a calendar year is based upon the employee's length of service on the anniversary date of his/her employment, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 Year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Part-time employees shall earn vacation with pay after one (1) year of continuous service with the Employer on a pro rata basis, depending on the average scheduled work hours per week the year before the vacation can be taken.

Section 2. No employee will be entitled to vacation leave nor payment for vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. In the initial year that an employee becomes entitled to vacation with pay, and subsequently in year 8, 15 and 25 when the employee becomes entitled to an additional week of vacation he/she must take the vacation (or additional vacation accrual in year 8, 15 and 25) between the anniversary date and end of the calendar year if the anniversary date is before November 1 of the calendar year and failure to do so will result in forfeiture. If an employee's anniversary date is November 1 or later during the initial year that the employee becomes entitled to vacation with pay, he/she must take the vacation between the anniversary date and June 30 of the following calendar year and failure to do so will result in forfeiture.

Section 3. On or before January 31 of each year, each employee entitled or expected to become entitled to take vacation time off during the following year must specify in writing the vacation period or periods he desires. An employee who fails to

specify vacation period(s) desired on or before January 31, must request vacation period(s) fifteen (15) calendar days prior to the requested period and shall be scheduled on a first come first serve basis without preference on account of seniority. Vacations shall be taken in minimum increments of one (1) week. Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice) but the final decision to allot vacation periods and to change such allotments is exclusively reserved to the Employer in order to assure the orderly operation of the Department. Adjustments to the schedule will be based upon seniority and in accordance with the work load requirements as determine by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations.

Section 4. Notwithstanding the provisions of Section 3, an employee at his option may take up to five (5) one (1) day vacation periods during the calendar year, except during any week in which he is assigned to "on-call" status under Section 6 of Article 17, subject to approval of the Employer, whose approval must be requested at least seventy-two (72) hours in advance, unless waived by the Employer.

In addition, an employee may split a second five (5) day vacation week one (1) time into a one (1) & four (4) day period or two (2) & three (3) day period which can be taken anytime during the year as long as all five (5) days are scheduled at the same time and the same provisions to "on call" status and advance notice above is observed. Employees eligible to earn five (5) weeks of vacation per year may also take the 5th week of accrued vacation in one (1) day increments, except during any week in which he is assigned to "on-call" status, subject to approval of the Employer, whose approval must be requested at least seventy-two (72) hours in advance, unless waived by the Employer.

Section 5. An employee wishing to change his/her scheduled vacation shall give the Employer fifteen (15) days advance notice. All changes in the schedule shall be made on a first come, first serve basis for those unscheduled and available weeks remaining.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 7. All vacation leave shall be taken on a calendar year basis. The unused portion or such credit at the end of a calendar leave shall be forfeited and shall not be carried over to any subsequent year except as provided in Section 2 of this Article 22.

- Section 8.** Days specified, as holidays in this Agreement shall not be charged to an employee's vacation leave. However, vacation will not be earned for the time any employee spends in non-active pay status. For purposes of this Article, non-active pay status shall be defined as any time for which an employee does not receive pay, except for allowed worker's compensation benefits. Any employee on disability separation shall not earn vacation.
- Section 9.** An employee is entitled to be paid for any unused portion of his calendar year vacation entitlement at the time of separation.
- Section 10.** In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.
- Section 11. Personal Day Vacation Bonus.**
- After one year of continuous service with the Employer, each employee shall be entitled to receive one (1) day of personal vacation time with pay during the calendar year upon giving twenty-four (24) hours notice to the Employer, who shall permit such request if permitted by work load requirements.
- Section 12.** In order for employees to receive vacation pay, the employee must work the scheduled day preceding his scheduled vacation and the scheduled day succeeding the vacation, except if excused due to funeral leave or sick leave with doctor's verification.
- Section 13.** Employees in the classification of Assessment & Permits Technician; Engineering Technician, Secretary 1, Data Clerk, Wastewater Lab Technician, Construction Inspectors and Tools and Parts Technician may use vacation time designated as their single day vacation week as set forth in Section 4 of this Article in four (4) hour increments.

ARTICLE 23 - HOLIDAYS

- Section 1.** All employees covered under this Agreement shall be entitled to the following paid holidays:

New Years Day	1st of January
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11th of November
Thanksgiving	4th Thursday in November
Day after Thanksgiving	As stated
Christmas Day	25th of December

- Section 2.** In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.
- Section 3.** Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holiday.
- Section 4.** Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half the straight time rate, in addition to holiday pay.
- Section 5.** For employees covered by this Agreement to receive holiday pay for those days listed in Section 1, the employee must work his/her scheduled day preceding the holiday and his scheduled day succeeding the holidays, except if excused due to funeral leave, sick leave, with doctor's verification, vacation and/or where any employee is excused for work by the Employer for any other reason, uniformly and reasonably applied. If an employee works only a portion of his scheduled day, before or after the holiday, the Employer will on a uniform and reasonably applied basis determine whether the employee is to receive holiday pay or a portion thereof.
- Section 6.** Notwithstanding previous practice, employees shall work a full day on primary and general election days, Good Friday, and Christmas Eve, unless specifically excused by the Sanitary Engineer.
- Section 7.** The Employer shall approve a reasonable written request made in advance for a leave of absence without pay for all or part of a workday that falls on a recognized religious holiday, for the purpose of attending observance of such holiday.

ARTICLE 24 - JURY DUTY/COURT LEAVE

- Section 1.** The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty during scheduled work hours by a court of competent

jurisdiction or as subpoenaed to testify before a court of competent jurisdiction or before an administrative agency of the Federal, State or City government for matters pertaining to or witness to, during the course of their employment. The employee shall provide the Employer with a copy of the Jury Duty Summons or subpoena when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty or subpoena obligation.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

Section 2. On days when an employee is released early from his jury duty or subpoena obligation, he shall report to work in order to complete his regularly assigned shift provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remains.

Section 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 4. Employees summoned for jury duty during non-work hours that serve four (4) hours or more shall be excused from the shift that begins later that same day with full pay. Further, the non-work employees who are not released from jury duty until after 12:00 noon may, at their request, have their shift starting time delayed until eight (8) hours after the employee is released from jury duty. Finally, the non-work employees who work their full shift that begins later that same day but who serve less than four (4) hours shall be entitled to keep any jury service pay.

ARTICLE 25 - MILITARY LEAVE

All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

ARTICLE 26 - LEAVES OF ABSENCE

Section 1. Family Medical Leave.

An employee shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

- A. birth or adoption of a child, or placement of a foster child;
- B. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or

- C. a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.

Family Medical Leave will be calculated using a calendar (12) month period.

An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums which had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to the Stark County Commissioners Office on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the personnel office what order he or she wishes to utilize the designated leave. If the employee fails to notify the personnel office, the accumulated leaves shall be utilized in the following order: sick leave, vacation leave, and personal leave. At the point that an employee may be exhausting his accrued time prior to the end of his leave, the use of time will be cut to eight (8) hours per pay in order to maintain co-payment for hospitalization as required by this Agreement. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid

status during an authorized paid family medical leave. The forty (40) hour balance of leave shall be sick leave unless the employee notifies the Employer in writing of his/her desire to retain a portion or all of the forty (40) hours as vacation leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits while on unpaid family medical leave, except seniority.

If both a husband and wife are employed by the Sanitary Engineer, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin Family Medical leave ' at an earlier date than the employee has selected. Should the employee refuse, the Employer may place the employee on disability, separation. Thirty (30) days after termination of pregnancy, the employee shall submit a statement from her physician, indicating the probable date of return to duty.

Section 2. Leave of Absence.

The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. An employee who becomes pregnant shall, upon request made to the Employer, be granted a leave of absence without pay for maternity purposes for a maximum duration of six (6) months inclusive of any Family Medical Leave taken. Leave may be granted for a maximum period of two years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 3. Failure to Return From Leave of Absence.

An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

ARTICLE 27 - WAGE RATES

Section 1. Wages.

<u>CLASS</u>	<u>2015*</u>	<u>2016</u>	<u>2017</u>
Assm't & Permits Tech	\$19.73	\$20.09	\$20.46
Construction Insp.	\$19.36	\$19.72	\$20.09
Engineering Tech. III	\$21.81	\$22.17	\$22.54
Engineering Tech. I	\$16.80	\$17.16	\$17.53
Equipment Op.	\$18.49	\$18.85	\$19.22
Laborer	\$16.77	\$17.13	\$17.50
Electrician	\$19.70	\$20.06	\$20.43
Mechanic	\$19.59	\$19.95	\$20.32
Radio Operator	\$17.51	\$17.87	\$18.24
Treatment Plant Aide	\$17.38	\$17.74	\$18.11
Treatment Plant Op. 1	\$19.22	\$19.58	\$19.95
Treatment Plant Op. 2	\$20.53	\$20.89	\$21.26
Wastewater Lab. Tech	\$20.15	\$20.51	\$20.88
Tool & Parts Tech.	\$19.10	\$19.46	\$19.83
Waterworks Technician	\$20.02	\$20.38	\$20.75
Secretary 1	\$16.31	\$16.67	\$17.04
Data Clerk	\$16.18	\$16.54	\$16.91

*Effective the execution of the Agreement by both parties.

Section 2. Probationary Rate.

All new hires will be paid at a rate of ninety percent (90%) of the normal rate for the classification and until the new hire completes the probationary period. Upon completion of the probationary period, the employee will be paid for the appropriate classification as listed above in Section 1. All promotional

probationary rates will be ninety percent (90%) or otherwise comply with language of Article 14, Section 8.

Section 3. Additional Licenses.

- A. A Waterworks Technician will receive an additional fifty cents (\$0.50) per hour for obtaining and maintaining an Ohio Water Distribution certificate higher than a Class I water distribution license.
- B. A Wastewater Laboratory Technician will receive an additional fifty cent (\$0.50) per hour for obtaining and maintaining an Ohio Wastewater Laboratory Analyst certification higher than that required by the job description for the position.
- C. A Treatment Plant Aide, Treatment Plant Operator 1, Laborer and Treatment Plant Operator 2 will receive an additional fifty cent (\$0.50) per hour for possession of an Ohio Wastewater Works Operator’s license higher than that required by the job description.
- D. An employee in a classification other than those stated in A, B, or C, will receive an additional thirty-five (\$0.35) per hour who obtains and maintains an Ohio Wastewater Treatment or Water Distribution or Wastewater Collection System license/certificate and is assigned to the appropriate area within the department using those licenses as designated below; however, an employee shall receive only one incentive increase and such increase shall not be piggybacked in any way.

<u>Type of License</u>	<u>Areas of Assignment</u>	<u>Classifications Qualified</u>
Water Distribution	Water Division	Laborer
Wastewater Treatment	Any Division	Laborer Mechanic Electrician Equipment Operator Plant Aide
Wastewater Collection	Collection Division	Electrician Equipment Operator Laborer Mechanic

- E. Any Equipment Operator 1 or Laborer that acquires and maintains a Class “A” CDL license shall receive an additional (\$0.35) per hour. The Employer will offer to reimburse any Equipment Operator 1 expenses for obtaining the Class “A” CDL license under provisions of Article 28 - Education Reimbursement.

- F. Regardless of Sections A through E, a person shall receive only one (1) incentive increase and such incentive increases may not be piggybacked in any way.

Section 4. Assignments for the purpose of filling the position of Crew Leader shall be made at the discretion of the Sanitary Engineer and shall be of a duration determined by him to be reasonable. Individuals selected for assignment to the Crew Leader position shall have completed any and all required licensure in order to be eligible to be assigned. Any employee that is designated to act as the Crew Leader shall receive one dollar fifty cents (\$1.50) per hour additional compensation over the employee's base rate of pay. Employees assigned as Crew Leader shall not be eligible for any additional license pay as set forth in Section 3 of this Article. When the assignment to Crew Leader is terminated by the Sanitary Engineer, the employee shall be returned to his prior classification without loss of seniority.

ARTICLE 28 - EDUCATION REIMBURSEMENT

Section 1. The Employer shall continue the current practice of reimbursement for expenses or approved schooling and examinations upon successful completion or course or passing examinations. All expenses must be approved prior to the date of said schooling and examinations by requisition prior to the person attending the schooling. No reimbursement will be made without a prior approved requisition.

ARTICLE 29 - PERS CONTRIBUTION

Section 1. During the length of duration of this Agreement, the Employer will continue to make the required Employer contributions to PERS, as established by PERS. In addition, for those employees hired prior July 9, 2007, the County will also contribute 4.25% of the employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired on or after July 9, 2007 shall be solely responsible for payment of the employee's contribution of PERS. The balance of the employee contribution to PERS shall be deducted from the employee's gross wages.

Section 2. PERS Pick-up

- A. Effective sixty (60) days from the ratification of this Agreement, the amount contributed by the Board on behalf of those employees who were hired prior to sixty (60) days after the ratification of the Agreement shall remain at 4.25% and be treated as a Fringe Benefit Pickup. The remaining portion of the Employee's PERS obligation shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by PERS to be paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pickup" shall apply to all payroll payments made after clearance by IRS.
- H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 30 - HOSPITALIZATION/MAJOR MEDICAL/LIFE, INSURANCE

- Section 1.** The Employer shall continue, for the life of this Agreement, the same insurance coverage provided to other County employees under the County's group insurance plan. Effective the payroll including January 1, 2015, employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in twice per monthly installments. Effective the payroll including January 1, 2016, employees covered by the group health insurance plan shall pay eleven percent (11%) of the premium costs in twice per month installments. Effective the payroll including January 1, 2017, employees covered by the group health insurance plan shall pay twelve percent (12%) of the premium costs in twice per month installments.
- Section 2.** All employees of the Employer will be covered by a life insurance policy of \$10,000.00, as provided by the Board of County Commissioners. The premium will be deducted from each employee's wages.
- Section 3.** Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100 per month in lieu of participation in the Health Insurance Plan.
- Section 4.** Benefits under this Article shall be continued for employees on paid leave of absences, paid sick leave, and up to six (6) months of injury leave or under worker's compensation, provided employees comply with Section 1 of this Article.
- Benefits under this Article shall be continued for employees on unpaid leave of absence or on lay-off for the time required by federal law provided the employees remit the monthly premium costs for all such benefits to the Employer by the first day of the month for which coverage is to be continued.

ARTICLE 31 - UNIFORM MAINTENANCE

- Section 1.** The Employer shall continue to provide uniforms and uniform maintenance service for employees in the Maintenance Department, except radio operators.
- Such employees shall be required to wear provided uniforms and attached logo patches during all regular duty hours.

ARTICLE 32 - HEALTH AND SAFETY

- Section 1.** Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions, e.g., equipment, safety devices, work areas and tools

normally provided by the Employer, and working methods for the employees. The employees accept the responsibility to operate and work with his and the Employer's tools, equipment, and work area in a safe and proper manner and accept the responsibility to follow all reasonable safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by all employees, including management.

- Section 2.** The Employer shall make every reasonable effort to comply with Federal, State or local Safety and Health Laws and Rules and Regulations.
- Section 3.** Protective devices and other equipment determined by the Employer to be necessary to protect employees from accidents and health hazards shall be provided by the Employer at no cost to the employees.
- Section 4.** Adequate First Aid Kits shall be supplied by the Employer and made available to all employees during working hours.
- Section 5.** Complaints involving unsafe equipment or conditions should be reported by the employee to his/her immediate supervisor. If management finds the equipment to be unsafe or the condition is not corrected within a reasonable time, the employee may process a complaint through the grievance procedure.
- Section 6.** In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his/her immediate supervisor who shall make the determination as to the safe condition of the equipment. If the equipment is unsafe for operation, he shall place a red tag on the equipment. Employees shall not be required to operate equipment which has been red tagged.
- Section 7.** The Employer shall provide at no cost to employee regular immunization and tetanus shots and other tests determined by the Employer to be necessary due to the nature of employee's work assignment, or whenever the Employer determines that during the course of employment the employee was exposed to a contagious disease or came in contact with any suspect condition or assignment that may be harmful to the employee's health.
- Section 8.** The Employer shall provide adequate training classes and/or instruction in the use of provided or required safety devices/protective devices.

ARTICLE 33 - LABOR/MANAGEMENT MEETINGS

- Section 1.** In the interest of effective communications between Labor and Management, there shall be a meeting scheduled once each quarter, on a mutually scheduled day and time. The Employer shall meet with not more than three (3) Union

Representatives to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. Upon agreement of the date and time of the labor/management meeting, an agenda will be furnished at least five (5) working days in advance of scheduled meeting. The agenda shall include a list of matters to be taken-up in the meeting and tile names of the Union Representatives who will be attending. The purpose of the meeting shall be to:

- A. discuss the administration of this Agreement;
- B. notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. discuss grievances which have not been processed beyond the final step or the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information or interest to the parties; and
- E. consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened without unreasonable delays.

ARTICLE 34 - SAVINGS/SEVERABILITY/EXTRA CONTRACT AGREEMENTS

Section 1. Savings/Severability:

If any article or section of this Agreement or amendments or supplements thereto shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, amendments or supplements thereto shall not be affected and shall remain in full force and effect.

Section 2. It is agreed that any or all oral or written agreements which add to or amend or delete the provisions of this Agreement shall be negotiated by the Employer and the Union. Any oral or written agreements that do not meet the above criteria are null and void.

ARTICLE 35 - WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or agreements and 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 or this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 36 - PAY PERIOD/PAY DAYS

Section 1. The pay period shall begin at 12:01 a.m. on Thursday and end at 12:00 midnight Wednesday two (2) weeks following.

Pay days for bargaining unit employees shall be every other Wednesday. When a holiday observed under this Agreement falls on a Wednesday, paychecks shall be issued on the preceding Tuesday, or other day established by the County Auditor.

ARTICLE 37 - BEREAVEMENT LEAVE AND PAY

Section 1. When death occurs to a member of an employee's immediate family, the employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled work days (or for such fewer days as the employee may be absent) of bereavement leave; provided, however, that one such scheduled day shall be the day of the funeral.

Immediate family, for this Article is defined as mother, father, mother-in-law, father-in-law, step mother, step father, grandparents of employee, brother, sister, step brother, step sister, child, step child, grandchild, step grandchild, spouse, (or is the) legal guardian or other person who stands in place of a parent (loco parentis). When death occurs to a member of an employee's non-immediate family, the employee, upon request, will be excused and paid for one (1) scheduled work day, that day being the day of the funeral. Non-immediate family is defined as grandparents of the non-employee spouse, daughter-in-law, son-in-law, aunts and uncles (siblings of employee's parents), and any brother-in-law or sister-in-law related by blood to either the employee or the employee's spouse.

An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid shall not be counted as hours worked for purposes of determining overtime pay.

Section 2. If the death in the employee's immediate family requires that the employee travel one way more than 250 miles, the Employer will, at the request of the employee, permit up to two (2) scheduled work days for additional bereavement leave. Such additional bereavement leave shall be without pay, however, the employee may

elect to use available personal days or vacation time for such additional bereavement leave.

Section 3. In the event that a day of bereavement leave falls during an employee's vacation or on a holiday, such vacation or holiday shall not count toward such bereavement leave.

ARTICLE 38 - DEFINITIONS

Section 1.

NON-WORK TIME: As defined for purposes of this Agreement, shall mean any time not performing for the Employer including breaks, lunch periods.

UNION STAFF: A non-employee Union Representative of Ohio Council 8, or the International Union, AFSCME, AFL-CIO.

UNION OFFICIAL: An employee elected or appointed to a local union position or office.

UNION PRESIDENT: The employee elected by local membership to the position.

UNION REPRESENTATIVE: An authorized union designated employee or non-employee who represents the employees or the Unions under the Agreement or by law or Union Constitutions.

ARTICLE 39 - BINDING EFFECT

Section 1. This Agreement shall be binding upon the parties hereto, together with their respective successors and assigns.

ARTICLE 40 - TARDINESS/REPORT OFF

Section 1. The workday begins at the designated hour of each shift and employees are expected to be at their work stations and ready to work at that time. An employee arriving late for work or for scheduled overtime (greater than 3 minutes after the scheduled start time) or leaving early at any time, including designated lunch, will be subject to disciplinary action and/or loss of pay for the time tardy. Docked time will be charged in minimum units of 1/4 hour.

Section 2. If an employee is late for work or scheduled overtime, the employee must notify his/her supervisor or other designated persons no later than 15 minutes after the scheduled reporting time for work, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with

the supervisor. All tardiness is subject to disciplinary action under progressive disciplinary procedures set forth in the Employee Handbook and this agreement.

ARTICLE 41 - AFSCME PEOPLE DEDUCTIONS

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Appendix "A", no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union, and an updated list shall be provided to the Union semi-annually.

ARTICLE 42 - DURATION OF AGREEMENT

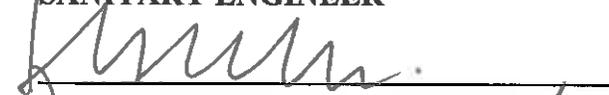
Section 1.

- A. This agreement shall be in effect as of December 13, 2014, and shall remain in full force and effect through December 12, 2017, unless otherwise terminated as provided herein. Wage increases provided in Article 27 for 2015 shall become effective upon the execution of the Agreement by both parties.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union.

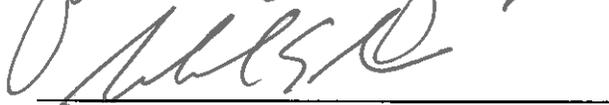
SIGNATURE PAGE

Entered into and signed this 4th day of ^{February}~~January~~ 2015:

**FOR THE STARK COUNTY
SANITARY ENGINEER**



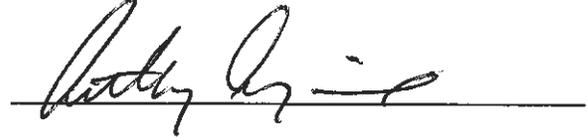




**FOR AFSCME, Ohio Council 8
& Local 959, (AFL-CIO)**







Approved by the Stark County Board of Commissioners by resolution _____.

**APPENDIX A -
AFSCME (P.E.O.P.L.E.) DEDUCTIONS FORM**



AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION

AFSCME Ohio Council 8



I hereby authorize my employer and associated agencies to deduct each pay period the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 63334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in

PLEASE PRINT LEGIBLY.

Total Amount to be Deducted Annually in Equal Installments:	
<input type="checkbox"/> \$100 MYP	<input type="checkbox"/> \$250
<input type="checkbox"/> Other \$ _____	
Circle jacket size:	
S M L XL 2XL 3XL 4XL	
<small>For Office Use Only</small>	
<input type="checkbox"/> JACKET RECEIVED	

any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Last Name	First	M.I.
Street Address		Apt. No.
City	State	ZIP Code
Social Security Number		
Name of Employer		Occupation
Home Phone		Business Phone
E-mail Address		
Recruiter		

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

WHITE: Employer PINK: International YELLOW: Council



**APPENDIX B –
WAIVER OF PRE-DISCIPLINARY HEARING**

I hereby waive my right to a pre-disciplinary hearing, and accept the proposed discipline by the Employer which is _____, without recourse to the grievance procedure, and hold the Employer and the Union harmless and free of any liability by waiving the pre-hearing.

Date

Employee

Date

Employer

Date

Employee Witness/Union Representative

**APPENDIX C -
STARK COUNTY SANITARY ENGINEER
AFSCME COUNCIL 8 & LOCAL 959
GRIEVANCE APPEAL FORM**

Name of Employee _____ Grievance No. _____

Grievant

Classification _____

Date and Time of the incident giving rise to the grievance:

Date

Time

Date and Time that grievance was first discussed with Supervisor:

Date

Time

Nature of Grievance; Article and Section Violated:

Statement of Facts:

Relief Requested:

Employee's signature

Steward's Signature

**APPENDIX D -
STARK COUNTY SANITARY ENGINEER
APPLICATION FOR VACANCY**

I wish to apply for the vacancy of _____

My present classification is: _____

Applicant's Signature

Date of Application

Received by: _____

Date Received: _____

**APPENDIX E -
STARK COUNTY SANITARY ENGINEER
NOTICE OF BUMPING**

Employee Name: _____

Employee Classification: _____

Station/Facility: _____

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article 15 of the Collective Bargaining Agreement in order to bump into _____ classification. I understand that this notice must be given with five (5) working days of my receipt of my layoff notice.

Employee's Signature

Date Submitted: _____

Received by

**APPENDIX F -
STARK COUNTY SANITARY ENGINEER
GRIEVANCE APPEAL**

STEP 1

Delivered by Grievant to Supervisor:

Grievant: _____ Date: _____

Received by: _____ Date: _____

Supervisor's Answer: _____

Supervisor: _____ Date: _____

Received by Grievant: _____ Date: _____

GRIEVANCE APPEAL

STEP 2

Delivered by Grievant to Superintendent:

Grievant: _____ Date: _____

Received by: _____ Date: _____

Division Superintendent Answer: _____

Superintendent: _____ Date: _____

Received by Grievant: _____ Date: _____

**STARK COUNTY SANITARY ENGINEER
GRIEVANCE APPEAL**

STEP 3

Delivered by Grievant to Engineer:

Grievant: _____

Date: _____

Received by: _____

Date: _____

Engineer's Answer: _____

Engineer: _____

Date: _____

Received by Grievant: _____

Date: _____

Final Resolution: _____

Union Steward: _____

Grievant: _____

Management Representative: _____

Date: _____

Resolution

Distribution

Stark County Commissioners

Journal
File
Sanitary Engineer
AFSCME
Auditor

Adopted February 4, 2015

Subject

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF STARK COUNTY COMMISSIONERS (SANITARY ENGINEER) AND AFSCME, OHIO COUNCIL 8, LOCAL 959, AFL-CIO

Commissioner Creighton moved for adoption of the following resolution which was seconded by Commissioner Regula:

WHEREAS, the Board of Stark County Commissioners and AFSCME Local 959, Ohio Council 8 have been negotiating a three (3)- year collective bargaining agreement and have reached an Agreement; and

WHEREAS, Labor Attorney Leslie Kuntz and Human Resources Manager, Michael Kimble have reviewed such Agreement and recommend to the Board of Stark County Commissioners that said Commissioners approve the agreement.

NOW, THEREFORE, BE IT RESOLVED:

That the Board of Stark County Commissioners hereby approves and adopts the collective bargaining agreement between the Board of Stark County Commissioners and AFSCME, Ohio Council 8, Local 959, AFL-CIO to become effective retroactively to December 13, 2014 and ending on December 12, 2017.

Upon roll call the vote resulted as follows:

Mr. Bernabei - Yes Ms. Creighton - Yes Mr. Regula - Yes

CERTIFICATE

I, Michael Kimble, Manager of Human Resources, hereby certify the foregoing to be a true and correct record of the action adopted by the Board.

Michael Kimble