

**AGREEMENT**

**Between**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**And**

**LOCAL 18-S**

**INTERNATIONAL UNION OF OPERATING**

**ENGINEERS,**

**A, B & C, AFL-CIO**

**Effective January 1, 2015, through December 31, 2017**

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STATE EMPLOYMENT  
RELATIONS BOARD  
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## **AGREEMENT**

### **PURPOSE**

This Agreement is a statement of policy made between the Northeast Ohio Regional Sewer District (hereinafter referred to as the "District") and Local 18S, International Union of Operating Engineers, A, B & C, AFL-CIO (hereinafter referred to as the "Union") who have, through good-faith negotiations, reached certain agreements regarding the relationship of the District and the employees of the District. The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through union representation in the establishment of the policy of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

### **ARTICLE 1: RECOGNITION**

Section 1. The Union is recognized as the sole and exclusive bargaining representative for the following job classifications for the purpose of establishing wages and terms and conditions of employment. The Union's exclusive bargaining unit shall include all of the employees in the following job classifications and the District will not recognize any other union, organization or person as the representative for any employees within such classification:

Wastewater Plant Operator C-1; Wastewater Plant Operator C-2; Wastewater Plant Operator C-1 (In Training).

Section 2. The District is committed to providing equal employment opportunities for all persons regardless of race, color, ancestry, national origin, language, religion, citizenship status,

sex, age, marital status, disability, genetic information, membership in a collective bargaining unit, status with regards to public assistance, and political affiliation, or on the basis of association with an individual that falls into a protected category.

Equal opportunity extends to all aspects of the employment relationship, including but not limited to hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

Section 3. The District recognizes the right of all employees and all applicants for employment to be free to join the Union. Therefore, the District agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the District against any employee or any applicant for employment because of Union membership.

## **ARTICLE 2: MANAGEMENT RIGHTS**

Section 1. The Union recognizes the District as the body of authority solely vested with the rights to run the District. It shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied, except as expressly limited under this Agreement. Nothing in this article shall be construed to restrict or to limit any management authority. The District has no duty to bargain over its decision or the effect(s) of such decisions, Section 2. Except as limited under this Agreement, the Management Rights include, but are not limited to, the right:

- (a) To manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, or reprimand, suspend, discharge or discipline for just cause;
- (b) To manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed;
- (c) To determine the manner in which the work is to be processed or to be subcontracted to outside independent companies;

- (d) To determine the District's goals, objectives, programs and services, and to utilize personnel in a manner determined by the District to effectively and efficiently meet those purposes;
- (e) To determine the size and composition of the work force in each department's organizational structure, including the right to layoff employees from duty or to transfer employees among District sites or between jobs;
- (f) To promulgate and enforce reasonable work rules, District orders, policies and procedures;
- (g) To require employees to use or refrain from using specified equipment, uniforms, and other tools of duty;
- (h) To determine the number of shifts required and work schedules;
- (i) To determine when a vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (j) To determine overtime and the amount of overtime required;
- (k) To determine the District's budget and uses thereof;
- (l) To determine the security of pertinent records;
- (m) To determine the location of computers, satellites and other facilities and equipment of the District;
- (n) To determine the conduct and performance expected of an employee in an emergency situation; and
- (o) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority, and in all respects to carry out the ordinary and customary functions of the administration.

Section 3. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the District. Further, the exercise of any enumerated or reserved Management Rights shall not be a subject of negotiation during the term of this Agreement, either with respect to the decision or its effects.

### **ARTICLE 3: UNION SECURITY AND CHECK-OFF**

Section 1. All employees in the bargaining unit covered by this Agreement who are members of the Union on this date the Agreement is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this Agreement, continue to be members of the Union and the District will not honor dues deduction/check-off revocations from any such employees except as provided herein.

Section 2. All bargaining unit employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective ninety (90) days from the employee's date of hire as a condition of employment. The fair share fee shall be certified to the District by the treasurer of the local Union.

Section 3. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction.

Section 4. Payment to the Union of fair share fee shall be made in accordance with the regular dues deductions as provided herein.

Section 5. The District shall deduct regular monthly dues from the pay of the employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by the employees for that purpose and bearing their signatures. Provided, that an employee shall have the right to revoke such authorization by giving written notice to the District and the Union during the first (1<sup>st</sup>) twenty (20) days of the thirty (30) day period preceding the termination of this Agreement -- December 2, 2017 to December 21, 2017 -- and the authorization card shall state clearly on its face the right of any employee to revoke during this period.

Section 6. The District shall deduct Union dues from the first (1<sup>st</sup>) pay each month from all employees who are members of the Union, but if an employee's pay for that period is insufficient to cover Union dues, the District will make a deduction from the pay period during a subsequent period.

Section 7. The District shall permit credit union deductions through the Ohio Operating Engineers Federal Credit Union from the pay of the employees in the bargaining unit covered by this Agreement upon receipt from the individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

Section 8. All deductions under Section 6 of this article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the pay date in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 9. The District's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification within another recognized bargaining unit.

Section 10. The Union shall indemnify and save the District harmless from any action growing out of deductions hereunder and commenced by an employee against the District for complying with any of the provisions of this section. The Union shall assume full responsibility for the disposition of all funds.

## **ARTICLE 4: REPRESENTATION**

Section 1. The District will recognize local Union officers, stewards and alternate stewards, upon notification from Union indicating name and term of representative to represent employees on grievances under this Agreement.

Section 2. Each steward shall have an alternate who shall act as the steward when the steward is absent from work. The District will recognize the following number of stewards and locations:

Southerly Plant

Operations -- 1 steward

Westerly Plant

Operations -- 1 steward

Section 3. Stewards shall be given reasonable time for the processing of grievances. However, before beginning the processing of a grievance, the steward shall first receive permission from his supervisor. Specifically, stewards shall adhere to the following procedure in processing grievances:

- (a) An employee having a grievance as defined herein shall notify his immediate supervisor and may request him to call his steward. The supervisor, in turn, shall make arrangements to have the steward leave his job, as promptly as convenient, based upon the needs of the steward's department and the employee's department;
- (b) Before leaving his job the steward shall receive permission to leave from his supervisor and record on a special grievance time sheet the time he starts his grievance work;
- (c) When it is necessary for a steward to enter a department (or a section of a department) supervised by a supervisor other than his own, he shall report first to the supervisor in charge (if he is available) and advise him of the purpose of his being there;
- (d) Upon returning to his job, the steward shall record on the special grievance time sheet the time he finished his grievance work and then report to his own supervisor

before resuming work if the supervisor is available (or, if he is unavailable, as soon as possible after resuming work); and

- (e) Stewards will not abuse this procedure.

Only the steward who actually processes the grievance (or his successor) and the Union official(s) shall be permitted to attend grievance meetings and/or an arbitration hearing on the grievance.

Section 4. The stewards shall represent one (1) or more classifications as agreed upon by the parties. If the need arises to adjust either the number of stewards or the agreed upon areas of representation, the District will be notified, in writing, by the Union, and the Union and the District will endeavor to resolve the matter in a mutually satisfactory manner.

Section 5. If it is necessary to leave the plant site for authorized Union business, the Union officer will sign out in a log book provided at a designated plant location after first receiving authorization through proper supervisory channels. Such authorization shall not be unreasonably withheld.

Section 6. The District shall endeavor to schedule Union officials and stewards on their respective shifts during their term of office. The Union shall recognize the need of the District to reschedule employees in order to facilitate operations.

Section 7. The Union shall furnish the District with a written list of stewards and alternate stewards, and further shall promptly notify the District, in writing, of any changes therein.

Section 8. A steward must work in the department which he represents and shall not function as a Union representative elsewhere.

Section 9. No Union meetings or other Union activities shall take place during working hours without prior approval of the District, except in the Union office. A steward may discuss a

grievance with any employee and his supervisor only after being requested in accordance with the grievance procedure.

#### **ARTICLE 5: DISCIPLINE**

Section 1. An employee who is disciplined shall be hand-delivered and/or mailed, certified mail, return receipt requested, a written notice stating the reason for the disciplinary action within fourteen (14) calendar days after the District has knowledge of the incident. The employee's steward shall be given a copy of the written disciplinary notice. The fourteen (14) day period shall be triggered by the District's discovery of the incident when the activity giving rise to the discipline is discovered during or is the object of a criminal investigation. In case of suspension or discharge, the employee shall have the right to have his steward present, and if he so requests, shall be promptly granted an interview, in a place provided by the District, with his steward before he is required to leave the plant.

Section 2. In imposing discipline on a current charge, the District will not take into account any prior infractions which occurred more than two (2) years previously. The District may consider discipline beyond the two (2) year period for discipline related to discrimination, hostile work environment and/or harassment in the workplace based on protected classes as defined under Title VII (e.g. racial, sexual, etc.).

Section 3. Discharges may be appealed beginning at Step 3 of the grievance procedure.

#### **ARTICLE 6: GRIEVANCE PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the District. The prompt and fair disposition of grievances involves important and equal

obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the District or the Union which tend to impair or weaken the grievance procedure are improper.

Section 2. A grievance is a dispute or difference between the District and the Union, or between the District and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including any and all disciplinary actions.

Section 3. Any employee having a complaint shall first (1<sup>st</sup>) discuss the problem with his immediate supervisor. The employee shall request his supervisor to call his steward. If the problem is not settled to the employee's satisfaction, the employee may file a grievance through the following procedure:

STEP 1. The grievance shall be reduced to writing within fourteen (14) calendar days after the event giving rise to such grievance or within fourteen (14) calendar days of the date he could reasonably be expected to have knowledge of the grievance. The grievance shall be dated and signed by the employee and the steward and shall set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of occurrence and the relief or remedy requested). The steward shall present the grievance to the employee's plant superintendent. The superintendent (or his/her designee) shall meet promptly with the steward and the employee to resolve the grievance, but in no event later than fourteen (14) calendar days after the grievance was presented. The superintendent (or his/her designee) shall give written answer to the steward within fourteen (14) calendar days after the meeting.

STEP 2. If the employee's grievance is not satisfactorily settled in Step 1, the grievance shall, within fourteen (14) calendar days after receipt of the Step 1 answer, be appealed to the appropriate department Director (or his/her designee). The appropriate department Director (or his/her designee) shall promptly meet with the steward to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented. The appropriate department Director (or his/her designee) shall give a written answer within fourteen (14) calendar days after the Step 2 meeting. The grievant may participate at Step 2 of the Grievance Procedure with no loss in pay. The employee may participate only with respect to his/her individual grievance, and will be released to

participate in that grievance only for the time period that the grievance is being considered.

STEP 3. If the grievance is not satisfactorily settled at Step 2, the Union may within fourteen (14) calendar days after receipt of the Step 2 answer appeal the grievance in writing to the Director of Human Resources (or his/her designee). The Director of Human Resources (or his/her designee) shall promptly meet with the steward and/or staff representative to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented. The Director of Human Resources (or his/her designee) shall give a written answer to each grievance to the Union within fourteen (14) calendar days after the Step 3 meeting.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union may, within sixty (60) calendar days after receipt of the Step 3 answer, submit the grievance final and binding arbitration by notifying the American Arbitration Association, with a copy to the District, to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the Association's then-applicable rules. The fees and expenses of the arbitrator shall be borne equally by the Union and the District. Furthermore, the aggrieved employee, his steward and any witness shall not lose any regular straight-time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

Section 4. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.

Section 5. The decision of the arbitrator shall be final and binding upon the District, Union, and the employees.

Section 6. All pre-arbitration grievance settlements reached between the District and the Union shall be final, conclusive, and binding on the District, the Union and the employees. Provided that a grievance may be withdrawn by the Union at any time and the withdrawal of the

grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances

Section 7. All time periods will be governed by receipt/sending of a written document as set forth in this Agreement. Telephonic, electronic or other communications are unacceptable to trigger/fulfill the written notification requirements set forth in Article 6 - Grievance Procedure. However, a facsimile with electronic confirmation of receipt fulfills the written notification requirement. The time limits set forth in the grievance procedure may be extended by mutual written agreement of the District and the Union.

Section 8. A policy grievance may initially be presented at the third (3<sup>rd</sup>) step of the grievance procedure.

#### **ARTICLE 7: UNION VISITATION**

Section 1. The Union staff representative shall be permitted to enter the District's premises during working hours upon prior approval of the District.

#### **ARTICLE 8: UNION BULLETIN BOARDS**

Section 1. The District shall provide the Union with bulletin boards at mutually selected locations for the purpose of posting Union notices. All bulletin board notices of the Union shall bear the signature of an official of the Local Union. Such notices shall be restricted to:

- (a) Notice of union meetings;
- (b) Union elections and results;
- (c) Union appointments;
- (d) Union recreational and social affairs; and
- (e) Employment notices.

The Chief Executive Officer may request the removal of any notice which is believed to be in violation of this paragraph. Such request will be provided, in writing, to the Union by the Chief Executive Officer.

## **ARTICLE 9: PROBATIONARY PERIOD**

Section 1. New employees shall be hired on a probationary period status for a period of ninety (90) calendar days. During the probationary period, the District shall have the sole right to discipline or terminate any probationary employee, and such discipline or termination shall not be subject to the provisions of the grievance procedure contained in this Agreement. Probationary periods for employees in certain classifications or units may exceed ninety (90) calendar days where the complexity or the duties of a position warrant it. Such extended probationary periods shall be mutually agreed to by the District and the Union. New employees shall not be permitted to bid on jobs under the provisions of this Agreement for nine (9) months.

Section 2. During the probationary period, employees shall have no seniority under this Agreement.

Section 3. If an employee whose employment has terminated for any reason whatsoever is rehired, he shall be considered a new employee and subject to the provisions of Section 1 of this article.

Section 4. An employee shall have no seniority for the probationary period provided in Section 1 of this article, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Seniority shall be an uninterrupted length of continuous service with the District in this bargaining unit, but including, where applicable, seniority carried over from employment with the City of Cleveland as established in the prior agreement.

Section 5. Seniority shall be broken (or terminated) when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off or on a leave of absence for any reason for a period of more than twenty-four (24) consecutive months, except in the event of a Workers' Compensation leave in which case the period shall be thirty-six (36) consecutive months;
- (d) Is absent without leave for three (3) consecutive workdays and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;
- (e) Fails to report to work when recalled from layoff within ten (10) calendar days after which the District sends notice by certified mail, to the last known address provided by the employee; or
- (f) Leaves the bargaining unit. When an employee leaves the bargaining unit to work in a non-bargaining unit capacity in the District, the employee shall retain his/her seniority rights until the employee satisfactorily completes his/her probationary period. Once the employee satisfactorily completes his/her probationary period, the employee shall have no seniority rights with respect to the bargaining unit. However, if the employee subsequently returns to the bargaining unit, he/she shall assume the seniority as of the time the employee left the bargaining unit.

Section 6. The District shall maintain a current seniority list and make the list available for inspection by members of the Union. The District will provide the Union with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after the signing of this Agreement. The seniority list shall contain the name, job classification, seniority date and District seniority date of all employees in the bargaining unit. Thereafter, the District will provide the Union with an up-to-date seniority list as of March 31 and September 30 of each calendar year.

## **ARTICLE 10: TEMPORARY ASSIGNMENTS**

Section 1. The District shall avoid the scheduling of temporary assignments whenever possible. In the event it is necessary to schedule a temporary assignment, said temporary assignment shall not exceed thirty (30) calendar days except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence, (2) to provide Scheduled PTO relief

scheduling, (3) to fill an opening temporarily pending permanent filling of such openings, or (4) to meet an emergency situation. An employee shall be allowed to refuse a temporary assignment; provided, however, temporary assignments shall then be offered to the qualified employee with the most District seniority, and in the event such employee refuses the temporary assignment, it shall be offered to the qualified employee(s) with the next most District seniority in succession, and the qualified employee with the least District seniority must accept the transfer.

Section 2. When an employee is temporarily transferred to another job classification which is lower than his regular rate, he shall receive his regular rate of pay.

Section 3. When an employee is temporarily transferred to another job classification which is higher than his regular rate, he shall receive the higher rate of pay if he works in the other classification for ten (10) days or more.

Section 4. The District will not rotate temporary assignments in order to deprive employees of the opportunity to qualify for a higher rate of pay under these temporary assignment provisions.

## **ARTICLE 11: VACANCY AND PROMOTIONS**

Section 1. When a vacancy occurs, or a new job is created, the District shall post a notice of the opening on all bulletin boards for fourteen (14) consecutive calendar days. The notice shall contain the job classification title, rate of pay, plant, and job description. Employees who wish to be considered for the posted job must file a written application (on forms provided by the District) by the end of the posting period. Job announcements and the bids resulting therefrom shall remain in effect for six (6) months from the date the bidding period ends, such that subsequent vacancies arising in the same classifications and unit within six (6) months of the end of the first

(1<sup>st</sup>) bidding period shall not be reposted, so long as the original list generated by the initial posting is used.

Section 2. All applications timely filed will be reviewed by the District and the job will be awarded within fourteen (14) calendar days after expiration of the posted notice. All applicants who meet the minimum qualifications for the position will be interviewed, but the District will award the position to the applicant with the most skill, ability and experience. In determining the applicant with the most skill, ability and experience, the District shall consider the qualifications for the position, any special requirement reasonably related to the job being performed, and the employee's work record, including attendance and disciplinary record. If the skill, ability, and experience of two (2) or more applicants are substantially equal, seniority shall govern. At the end of the fourteenth (14th) day, a notice will be posted showing the results of the job posting.

Section 3. An employee awarded a job under these provisions will serve ninety (90) calendar days' probation to determine if the employee is qualified for the job or not. Probation may be extended by mutual agreement because an employee is absent for an extended period during the ninety (90) day probationary period or other good cause, but the District must notify the Local Union President or steward at least seven (7) days prior to the end of the regular probationary period of the request to extend. If he fails to qualify, he shall be returned to his former classification. In such case, the District, in its effort to re-award the position, need not repost the vacancy under Section 1 of this article, and may select an employee under Section 2 of this article from the original list of bids. If he qualifies and remains on the job, he shall not be permitted to make another bid within the next nine (9) month period.

Section 4. Only full-time employees who have completed their probationary period shall be eligible for promotions.

## ARTICLE 12: LAYOFFS

Section 1. Whenever it is necessary to reduce the working force, the District shall layoff employees in the following order:

- (a) Part-time or seasonal employees who have not completed their probationary period;
- (b) Part-time or seasonal employees who have completed their probationary period;
- (c) Regular full-time employees who have not completed their probationary period;  
and
- (d) Regular full-time employees who have completed their probationary period.

Section 2. Employees shall be laid off from their classification according to District seniority.

Section 3. Once an employee is displaced from his regular classification as a result of a pending layoff, he can exercise his "District Seniority" to "bump" the least-senior employee in an equal-rated or lower-rated classification anywhere within the District, prorated or lower-rated classification anywhere within the District, provided the employee has the qualifications to perform the work.

Section 4. An employee who has been "bumped" from his classification shall have the same right to "bump" the least-senior employee in an equal-rated or lower-rated classification anywhere within the District, provided the employee has the qualifications to perform the work.

Section 5. Before any bargaining unit employee is given notice of layoff, the District and the Union will meet immediately for the purpose of attempting to find an available bargaining unit position within the District which the employee is qualified to perform.

Section 6. It shall be at the option of the employee as to whether he shall exercise his seniority rights to bump into an equal or lower-rated classification or to take a direct layoff from the District.

Section 7. Regular full-time employees shall be given a minimum of two (2) weeks' advance written notice of layoffs indicating the circumstances which make the layoff necessary, except where emergency conditions prevail, and the Union shall receive a copy of all such layoff notices.

Section 8. In the event an employee is laid off, he may, upon request, receive payment for earned, but unused, PTO as quickly as possible, but not later than fifteen (15) days after the layoff.

### **ARTICLE 13: RECALLS**

Section 1. Employees shall be recalled to their classification in the reverse order of layoff. An employee on layoff will be given ten (10) calendar days' notice to report to work from the date on which the District sends the recall notice to the employee by certified mail (to his last known address as shown on the District's records). The District will maintain a list of those employees who are laid off for a period of two (2) years.

Section 2. In the event a job opening occurs in an equal or lower rated classification, the most-senior employee will be recalled and given the option of accepting the job or not, provided the employee has the full ability and qualifications to perform the work. If the employee declines the job, the next most-senior employee shall be accorded the same rights, and this procedure shall continue until the District has exhausted the layoff list. No new bargaining unit employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled. An employee who accepts a lower-rated classification will remain on the layoff list for his original classification. If an employee is recalled to his/her classification anywhere within the District and the employee refuses to accept the job, the employee shall be removed from the recall list and lose seniority rights.

## **ARTICLE 14: LUNCH PERIOD**

Section 1. The lunch period for plant shift operation employees shall not be separate from their work period, but shall be taken during their regular twelve (12) hour shift.

## **ARTICLE 15: REST PERIODS**

Section 1. Plant operation employees shall not be entitled to regular scheduled rest periods, but will be given "personal time" as required after being properly relieved.

## **ARTICLE 16: HOURS OF WORK - SHIFT PERSONNEL**

Section 1. Shift work has been designated in recognition that certain operations of the District must be maintained on a continuous twenty-four (24) hour basis. Therefore, it shall be the policy of the District to schedule the hours of work of shift personnel so as to equitably distribute the number of hours worked and the holidays worked by the employees.

Section 2. In the event it is necessary to establish, change, or reschedule the hours of work, shifts and schedule of hours, the District and the Union shall meet prior to any change. All employees shall swipe their time cards in and out at their assigned units.

Section 3. The District will assign personnel to a crew which will change at periodic scheduled intervals from shift to shift. The first (1<sup>st</sup>) shift of the week (night) will begin at 7:00 p.m. Sunday and end at 7:00 a.m. Monday. The second (2<sup>nd</sup>) shift (day) will begin at 7:00 a.m. and end at 7:00 p.m.

Rotation (from nights to days) will take place every two (2) weeks.

Section 4. The normal work period shall be a forty-eight (48) hour/thirty-six (36) hour biweekly work schedule. The maximum allowable time worked in a day or consecutively shall be sixteen (16) hours.

Section 5. The shift worker is only properly relieved when his shift is over, his replacement has swiped in, reported to the unit in working clothes, and inspected and accepted the condition of the unit with regard to current operating conditions.

Section 6. Should the relief take place more than six (6) minutes after the scheduled shift change, the employee staying over shall be entitled to time and one-half (1/2x) for the period he stays to the nearest one-tenth (1/10<sup>th</sup>) hour and his relief shall be adjusted according to the work rules on tardiness and subject to disciplinary action.

Section 7. If the relief man finds the unit in an unsuitable condition, he may refuse to relieve the employee until the conditions are acceptable at no loss of pay. In case of a dispute over the condition of a unit, the shift supervisor shall decide whether the conditions are acceptable or not.

Section 8. In the event of unexcused absence, excessive tardiness or other unforeseen circumstances, the supervisor shall make any necessary plans for relief depending on the prevailing circumstances.

#### **ARTICLE 17: OVERTIME - PREMIUM PAY**

Section 1. All twelve (12) hour shift employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours during the scheduled forty-eight (48) hour workweek and in excess of thirty-six (36) hours during the scheduled thirty-six (36) hour workweek.

Section 2. Twelve (12) hour shift employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of twelve (12) hours in one (1) day during the period beginning with the start of his/her shift.

Section 3. Twelve (12) hour shift operation employees shall not receive time and one-half (1-1/2) their regular rate of pay for all hours worked on holidays. They will receive four (4) hours of standard holiday pay in addition to all hours worked on holidays.

Section 4. All paid holiday hours and Scheduled PTO hours shall be counted as hours worked for the purpose of computing overtime.

Section 5. There shall be no pyramiding of overtime or other premium pay compensation.

### **ARTICLE 18: EQUALIZATION OF OVERTIME**

Section 1. The District shall be the sole judge of the necessity of overtime and shall attempt to equalize overtime whenever possible in order to maintain the efficiency of the wastewater treatment facilities. Overtime will be equal by classification within the units of a department. When there is scheduled overtime, management will notify employees two (2) days ahead, if possible. An employee who has been inadvertently bypassed shall be entitled to be called first (1<sup>st</sup>) on the next available overtime.

### **ARTICLE 19: JOB DESCRIPTIONS AND JOB CLASSIFICATION**

Section 1. The District agrees to provide the Union with copies of job descriptions for all job classifications in the bargaining unit. If a change to an existing job description is planned, the District will provide a copy of the revised description to the Union, and, upon request, the parties will meet and confer regarding said changes prior to implementation.

Section 2. The District shall meet with the Union at Step 3 of the grievance procedure for the purpose of negotiating a rate of pay and classification or placing a job in an existing classification if it is determined that substantial changes in the method of operation or equipment

occur, or if a new job is established which has not been previously classified. In the event the District and the Union are unable to reach agreement of the issue, the District shall establish a temporary rate and classification, and will promptly notify the Union in writing. Thereafter, the Union can file a grievance at Step 4 of the grievance procedure. The arbitrator shall have the authority to establish a new rate and classification, or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the District placed the rate into effect. Any rate and classification mutually agreed to by the District and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto.

#### **ARTICLE 20: LEAVES OF ABSENCE**

Section 1. Except as provided herein, all employees covered by this Agreement shall be entitled to the leaves set forth in the District's Employee Handbook issued on January 1, 2015.

Section 2. Union Leave. Upon a seven (7) day advance written request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. The granting of such leave will be based upon operational needs of the employee's department, not to exceed ninety (90) calendar days unless renewed.

Section 3. Bereavement Leave. The District understands the impact death can have on an individual and a family; it creates a very difficult time. To ensure employees are able to grieve their loss and attend to important family matters, the District has adopted the following guidelines for bereavement.

Section 4. Twelve (12) hour shift employees are entitled to up to thirty-six (36) hours of paid bereavement leave for the loss of a spouse, mother, father, stepparent, child, stepchild, or persons to whom they stand *in loco parentis* or who stood *in loco parentis* to them.

Section 5. Twelve (12) hour shift employees are entitled to up to twenty-four (24) hours of paid bereavement leave for the loss of a brother, sister, half-brother, half-sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any relative residing with the employee (proof of residency required).

Section 6. Twelve (12) hour shift employees are entitled to up to twelve (12) hours of paid bereavement leave for the loss of an uncle, aunt, first (1<sup>st</sup>) cousin, niece or nephew.

Section 7. To be eligible for bereavement leave, employees must provide the District with a request on a form supplied by the District.

Section 8. The District recognizes the occasional need for additional bereavement leave. In the event that an employee requires bereavement leave in addition to the time set out above, employees may utilize any and all accumulated unused leave with the approval of their supervisor/manager. Once these paid leaves are depleted, employees may request an unpaid leave.

## **ARTICLE 21: HOLIDAYS**

Section 1. Except as provided herein, all employees covered by this Agreement shall be entitled to the holiday pay set forth in the District's Employee Handbook issued on January 1, 2015.

Section 2. All twelve (12) hour shift employees will be entitled to four (4) hours of holiday pay for each of the named holidays.

Section 3. To be eligible for holiday pay, an employee must have worked his/her last scheduled workday prior to said holiday and his/her first (1<sup>st</sup>) scheduled workday following the holiday unless excused because of an illness, injury, bereavement leave or jury duty.

Section 4. Any twelve (12) hour shift employees requesting to be off work on a named holiday will receive four (4) hours of his/her regular rate if such request is approved. The employee must use eight (8) hours of PTO to receive a full day's compensation.

**ARTICLE 22: PAID TIME OFF (PTO)**

Section 1. Except as provided herein, all employees covered by this Agreement shall be entitled to PTO set forth in the District's Employee Handbook issued on January 1, 2015.

Section 2. All regular full-time twelve (12) hour employees shall be granted the following PTO leave with full pay for each year based upon their length of service as follows:

<b>Years of Service</b>	<b>Bi-weekly Accrual Rate</b>	<b>January 1<sup>st</sup> PTO Credit</b>	<b>Yearly Accrual Total</b>	<b>Total Yearly PTO Available</b>	<b>3 Year Maximum Carry Over Allowable</b>
Less than 5	4.62 hours	56 hours/ 4.67 days	120.12 hours/ 10.1 days	176.12 hours/ 14.68 days	528.36 hours/ 44.03 days
5 to less than 10	6.16 hours	56 hours/ 4.67 days	160.16 hours/ 13.35 days	216.16 hours/ 18.01 days	648.48 hours/ 54.04 days
10 to less than 20	7.70 hours	56 hours/ 4.67 days	200.20 hours/ 16.68 days	256.20 hours/ 21.35 days	768.60 hours/ 64.05 days
20 or more	9.24 hours	56 hours/ 4.67 days	240.24 hours/ 20.02 days	296.24 hours/ 24.69 days	888.72 hours/ 74.06 days

Section 3. All PTO shall be granted and taken at such time as shall be mutually agreeable to the employee and his/her department head insofar as possible. Where they are unable to agree, the decision of the department head shall govern.

Section 4. Each department head shall annually prepare a PTO schedule so devised as to cause minimum interference with normal operation of the department.

Section 5. In the event of conflict between employees in regard to PTO scheduling preferences, District seniority shall govern. Lists shall be provided so employees may give their preferences according to seniority. If requests are not made at the prescribed time, then seniority no longer governs.

Section 6. Once an employee's PTO application has been granted, it cannot be changed without a mutual agreement between the District and the employee.

Section 7. Unscheduled PTO. No paid unscheduled PTO shall be granted unless the District is notified no later than one (1) hour prior to the employee's scheduled starting time on each day of the absence, unless such absence is for a definite period of time, and the District has been notified thereof.

#### **ARTICLE 23: CALL-IN PAY**

Section 1. An employee who is called into work at the time when he is not regularly scheduled for work shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) his hourly rate, or an opportunity to work four (4) hours minimum at time and one-half (1-1/2).

#### **ARTICLE 24: LONGEVITY PAY**

Section 1. All regular full-time employees shall receive longevity pay by January 31 annually as follows:

**YEARS OF SERVICE**

**ANNUAL BENEFIT  
TO EMPLOYEES**

Five (5) Years	\$200.00
Ten (10) Years	\$300.00
Fifteen (15) Years	\$400.00
Twenty (20) Years	\$500.00
Twenty-Five (25) Years	\$650.00

**ARTICLE 25: HOSPITALIZATION AND HEALTH CARE INSURANCE**

Section 1. The District agrees to provide the following hospitalization and health care plans or their equivalent: Health Maintenance Organizations (HMOs) and Preferred Provider Organizations (PPOs). The District shall, for all full-time employees who are not covered by their spouse's employer, pay the prevailing monthly charge for employees and dependent coverage in either of the above plans subject to the contribution schedule set forth below. Such coverage will be made available on the ninetieth (90th) day of employment with the District. The District shall provide the Medical Mutual (PPO) and HealthSpan (HMO) in effect as of January 1, 2015.

Section 2. Effective on or about January 1, 2015, all eligible full-time employees who participate in the hospitalization and health care plans set forth above shall make the following percentage contributions to the monthly premium cost:

Employee only	20% of premium
Employee + 1	15% of premium
Employee + Family	12% of premium

Employees opting for HealthSpan coverage (or comparable HMO, if offered) must pay the difference of the premium costs between HealthSpan and the HMO plan plus the employee premium contribution.

Section 4. The District shall have the right to unilaterally change insurance carriers, and plan design, provided the levels of coverage remain equal or better. Employees who demonstrate they have alternative coverage may elect to waive insurance from the District (major medical, prescription, dental, vision and hearing) and receive two hundred dollars (\$200.00) per month in exchange for the waiver of insurance.

Section 5. The District will pay its cost of the benefits as set forth in Section 1 of this article for the first (1<sup>st</sup>) six (6) months of a covered employee's authorized unpaid sick leave due to an industrial injury while working for the District.

Section 6. The District will offer bargaining unit employees the right to participate in its Flexible Spending Account.

Section 7. The District will offer bargaining unit employees the right to participate in its Disability Insurance Premium Option program.

Section 8. The parties shall form a labor/management health care committee that is comprised of an equal number of union and management members, in order to analyze the current health care plan, seek information about cost savings and plan improvements, and make recommendations for changes to the District.

#### **ARTICLE 26: LIFE INSURANCE**

Section 1. The District will provide each employee with a group life insurance policy in the amount of Fifteen Thousand Dollars (\$15,000.00). For all new employees, such insurance will be provided after ninety (90) days of employment with the District.

Section 2. In addition to the life insurance provided for in Section 1, current employees will be entitled to purchase additional coverage (i.e., beyond fifteen thousand dollars (\$15,000))

provided that any additional coverage shall be at the employee's own cost, and further provided that the effect of such purchases shall not result in an increase in premium costs paid by the District.

Section 3. Employees will be entitled to purchase life insurance to cover themselves after their retirement from the District. An employee must purchase such life insurance within thirty-one (31) days after he/she retires from the District.

### **ARTICLE 27: UNIFORMS**

Section 1. The District agrees to provide necessary uniforms for employees who have completed their probationary period during the term of this Agreement. The selection and distribution of uniforms will be at the sole discretion of the District. The District agrees to provide a new set of uniforms every three (3) years. Moreover, the District will make every effort to see that the uniform company maintains the uniforms effectively and replaces uniforms where necessary. Employees will have a choice of short- or long-sleeve shirts. The District will provide employees with one (1) winter coverall. The District agrees to have the uniforms laundered once a week. The District will provide employees with not less than eleven (11) uniforms.

### **ARTICLE 28: PAYDAY**

Section 1. The District shall regularly pay all employees by electronic deposit every other week on Friday.

Section 2. An employee may only take as much PTO as he/she has earned through the payroll period immediately preceding the time in which the employee wishes to take PTO.

Section 3. When an employee's payroll check is erroneously short eight (8) or more hours of time earned but not paid, the District shall issue a check to correct the error as soon as

possible after notification/discovery of the error, but not later than the end of the next business day following notification/discovery.

## **ARTICLE 29: GENERAL PROVISIONS**

Section 1. The District and the Union will meet for the purpose of placing an employee who has been disabled or handicapped on the job into another job within the District at an appropriate rate of pay. Such cases shall supersede lateral transfers, job bidding, promotions, and shift preferences.

Section 2. It is the responsibility of each employee to keep the Employee Resources Department advised of his current address and phone number. For purposes of notification, the District shall rely on the last address and phone number supplied by the employee.

Section 3. Employees shall perform their work in a safe and work-person-like manner and are required to follow all directions of his supervisor with regard to safe practices and procedures. The District shall furnish proper safety equipment for the employees on all jobs.

Section 4. District employees shall have access to and the right to review their personnel records upon reasonable notice, which in the case of personnel files maintained in the Employee Resources Department shall not be less than twenty-four (24) hours. Files shall be examined during non-working time (i.e., breaks, lunch, and before or after work). These rights apply to all their personnel records, regardless of which file(s) their records are kept in. Although personnel records cannot be discarded, in imposing discipline on a current charge, the District will not take into account any prior infractions which occurred more than two (2) years previously. Furthermore, employees shall receive a copy of all entries in their personnel records as soon as practicable and verbal notice whenever practicable.

### **ARTICLE 30: SUBCONTRACTING**

Section 1. Any subcontracting of work will not result in a reduction of the work force.

### **ARTICLE 31: WAGES**

Section 1. A two dollar (\$2.00) per hour increase shall be added to the classification of WPO C-1, retroactive to December 22, 2014.

Section 2. Effective December 22, 2014, all employees in the bargaining unit shall receive a one-time lump sum one percent (1%) across the board signing bonus, which bonus shall not become part of the employee's base pay.

Section 3. Effective December 22, 2014, all employees in the bargaining unit shall receive a one percent (1%) across-the-board wage increase and be paid in accordance with the wage rates set forth in Appendix A.

Section 4. Hourly rates for years two (2) and three (3) of this Agreement term will remain open and be placed on hold. The Union will accept the wage increases negotiated by AFSCME Ohio Council 8 & Local 2798 with a guaranteed minimum increase of two percent (2%).

### **ARTICLE 32: CO-OP STUDENTS**

Section 1. Co-op students shall not replace or displace bargaining unit employees.

### **ARTICLE 33: SHIFT PREMIUM**

Section 1. The District will pay fifty cents (\$.50) per hour in addition to the employee's normal hourly rate to employees who are permanently assigned to rotating shifts at the District's wastewater treatment plants.

## **ARTICLE 34: STATE LICENSE INCENTIVE**

Section 1. As an incentive for career development to maintenance and operations employees covered by this Agreement, the District will pay additional hourly compensation to such employees who obtain Wastewater Plant Operator certification based on the following schedule:

- (a) Class II Certificate -- Seventy-five cents (\$.75) per hour over employee's normal rate.
- (b) Class III Certificate -- One dollar (\$1.00) per hour over employee's normal rate.

Section 2. All employees who possess a valid Stationary Engineer's license or valid Boiler Operator license issued by the State of Ohio shall receive a license incentive of fifty cents (\$.50) effective January 6, 2003. Only employees employed on January 6, 2003, who are receiving a fifty cents (\$.50) Class I Wastewater Treatment incentive shall continue to receive same. Higher license incentives shall continue to get paid at the applicable rate as noted in Article 36, Section 1(A) and (B), and there shall be no duplication of incentives and no employee shall receive cumulative license incentives. Boiler Operators/Stationary Engineer's License will be frozen at fifty cents (\$.50) per hour and phased out as employees obtain the Wastewater Plant Operator C-1 classification or successfully bid out of the job. The Wastewater Plant Operator C-1 date of pay recognizes and incorporates this License Incentive as the Stationary Engineer's License is a prerequisite for the position. This License shall be retained at Westerly.

Section 3. The District will pay all license renewal fees.

Section 4. Employees are required to renew their licenses. Employees who fail to renew their wastewater license in a timely fashion and fall into the "Expired, but not Renewed" category shall lose any license incentive pay until such time as the license is renewed. There shall

be no retroactive payment of license incentives after renewal. Employees with an employment classification for which the employer requires a license, who fail to renew their license, shall be removed from their classification.

## **ARTICLE 35: NO STRIKE**

### Section 1.

- (a) The Union shall not directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing, or interference of any kind at any operation or operations of the District for the duration of this Agreement.
- (b) Violations of Section 1 of this article shall be proper cause for discharge or other disciplinary action by the District, and the Union shall make every effort to assist the District in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section (a) of this article. In the event any violation of Section (a) of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the District is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

## **ARTICLE 36: NO LOCKOUT**

Section 1. The District shall not lock out any employees for the duration of this Agreement.

## **ARTICLE 37: SUCCESSOR**

Section 1. The provisions of this Agreement shall be binding upon the District and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, assignment

and/or relocation of operations within Cuyahoga County of the District including changes in legal status, ownership and/or management. This Agreement shall cover all future locations which the District may operate during the term of this Agreement or any extension thereof, or any transfer of operations from an existing location, or any subcontract of work covered or performed by employees in the existing location.

### **ARTICLE 38: LEGALITY**

Section 1. It is the intent of the District and the Union that this Agreement comply, in every respect, with applicable legal statutes and governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of such an unlawful determination, the District and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

### **ARTICLE 39: DURATION**

Section 1. This Agreement shall be in full force and effect upon ratification, with sections retroactive or effective as may otherwise be specified (ex. Wages and Healthcare Insurance), until December 31, 2017, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations will commence no later than thirty (30) days after receipt of such proposals. Both parties agree to make every effort to reach a settlement prior to the regular Board of Trustees meeting in January, 2018 in order that the Board of Trustees may adopt any resolutions necessary

to implement the new Agreement and to provide for guaranteed continuity of good labor-management relations.

#### **ARTICLE 40: SUPERVISORS -BARGAINING UNIT WORK**

Section 1. Supervisors shall not ordinarily perform bargaining unit work except in an emergency situation, and when no bargaining unit employees are immediately available.

#### **ARTICLE 41: SAFETY COMMITTEE**

Section 1. It is agreed between the District and the Union that a Safety Committee will be established at the Easterly, Westerly and Southerly locations. The Union will appoint one (1) member at the Easterly location, one (1) member at the Westerly location, and one (1) member at the Southerly location. The Safety Committee will meet at the request of either party during working hours without loss of pay, but not more than once (1x) per month. Safety Committee reports will be forwarded to the Chief Executive Officer's (or his/her designee's) office.

#### **ARTICLE 42: SUBSTANCE ABUSE TESTING**

Section 1. **OVERVIEW.**

The District strives for a substance-free workplace. The success of the District's substance-free workplace program depends on informing our employees of the hazards of substance use, clarifying the District's expectations for employees with respect to substance use and the potential consequences of violations of those expectations, and ensuring availability of rehabilitative assistance programs to substance users. Because of the importance of maintaining a safe and productive workplace, however, the substance-free workplace program must be coupled with the District's disciplinary policies.

Section 2.     **INDIVIDUALS COVERED.**

This Administrative Procedure applies to all employees. Applicants for employment are subject to pre-employment testing requirements as described in this procedure.

Section 3.     **ADMINISTRATORS.**

This procedure shall be administered by the Human Resources Department.

Section 4.     **DEFINITIONS.**

For purposes of this substance-free workplace administrative procedure, the following terms shall have the following meanings:

- A. "District Premises" shall include, without limitation, the plants, pump stations, trailers, offices, parking lots, and all other property owned, or leased by the District, including all vehicles.
- B. "District time" shall include all time during which an employee is on District premises or performing work for the benefit of the District.
- C. "Employee Assistance Program" or "EAP" are employee benefit programs intended to help employees deal with personal problems and/or behavior that may adversely impact work performance, health, and well-being. EAP's generally include assessment, counseling and referral services for employees and their household members.
- D. "Illegal drug" means any substance identified as a controlled substance under federal or Ohio law that is not being used legally under the supervision of a licensed physician.
- E. "Last Chance Agreement" (LCA) is an agreement between the District, an employee and the employee's union, if the employee is in a collective bargaining unit, which may be offered to an employee found to be in violation of this policy. If offered, the LCA sets forth behavior or performance the employee agrees to change in exchange for an opportunity for the employee to remain in employment with the District.
- F. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
- G. "Reasonable suspicion" means suspicion based on personal observations that the District's representatives can describe concerning an employee's appearance, behavior, speech, breath, body odor, and other physical or behavioral indicia of

possible drug and/or alcohol use. Reasonable suspicion also may be based upon the documented observation of variances in an employee's typical mode of conduct (e.g., excessive absence/tardiness or work performance changes) which raises an inference of drug and/or alcohol use.

- H. "Refusing to Cooperate" means (1) to refuse to sign a consent form (2) to obstruct the specimen collection process, including by use of a "masking agent," (3) to attempt to or to tamper with the collection or testing process, or (4) to fail to provide breath and/or urine specimens adequate for testing when directed to do so. Refusal to cooperate will typically result in suspension pending discharge unless the employee promptly establishes a valid medical basis for the failure to provide such specimens.
- I. "Substance Abuse Professional" or "SAP" means a person who evaluates employees who have violated a drug or alcohol program regulation applicable to commercial drivers licensing. The SAP generally makes recommendations concerning employee education, treatment, follow-up testing and aftercare.
- J. "Under the influence" means that the result of a laboratory's analysis of the employee's breath alcohol test (BAT), urine or blood specimen is positive for the tested substance(s). Any positive result shall be presumed to be a violation of the standards set forth in this administrative procedure, whether or not the result would establish a violation of any other policy (e.g., Commercial Driver's License) or statute.

#### Section 5.     **PROHIBITED CONDUCT.**

Behaviors and activities that are strictly prohibited include:

- A. Using or being under the influence of illegal drugs and/or alcohol at work.
- B. Selling, distributing, transferring, delivering purchasing, using or possessing alcohol any illegal drugs or prescription drugs obtained illegally on the District's premises or while on District time, in or on District vehicles, or while representing the District in anyway.
- C. Refusing to cooperate.
- D. Failure by an employee to report immediately to his or her supervisor any duty-related limitations as a result of prescription or over-the-counter medications the employee is taking. (Prescription or over-the-counter medications that do not impair the employee's safety or job performance or the safety or job performance of others are not required to be reported.) Employees may not use or be under the influence of any legal drug while on District time or while on the District's premises if said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. An employee will not be subject to discipline

for traceable legal drugs only if: (i) the employee has previously provided to his/her immediate supervisor a statement from the prescribing physician that taking the prescribed legal drug(s) will not present a safety risk to the employee, the employee's co-workers or the general public; and (ii) the employee is not consuming such legal drug(s) in a manner contrary to the prescription, the drug's label or the physician's advice.

- E. Being convicted of criminal offense related to substance use/abuse that occurs on District property, or in or on District vehicles, or while conducting District business.
- F. Failing to report a work-related vehicular accident to your immediate supervisor or other designated District personnel where such non-reporting results in a failing to comply with the post- accident testing requirements of this Procedure.

**Section 6.      TYPES OF SUBSTANCE TESTING TO BE INSTITUTED.**

- A. Post-offer, pre-employment substance testing;
- B. Reasonable suspicion testing;
- C. Post-accident testing;
- D. Testing as part of or as follow-up to counseling or rehabilitation;
- E. Random testing; and
- F. Commercial Driver's License.

**Section 7.      REASONABLE SUSPICION TESTING.**

If the District has reasonable suspicion based on observations reported by a supervisor, or another employee, and documented on an Observation Checklist, the employee will be immediately sent for substance testing.

The supervisor who made a referral for substance testing shall complete and sign an Observation Checklist setting forth the observations upon which such supervisor relied in making the referral for drug and/or alcohol testing. If possible the Observation Checklist will be prepared before the end of the current shift, but no later than twenty-four (24) hours after the end of the

current shift. A copy of the Observation Checklist shall be provided upon request to the subject employee.

**Section 8. POST-ACCIDENT TESTING.**

When an employee is involved in an accident, the employee must report the accident to the supervisor or manager immediately. The District shall require the employee to provide both urine and/or blood specimens for laboratory testing and/or to take a BAT at the medical clinic of the District's choice, if:

- A. The employee is involved in a work-related accident which the District's representatives conclude was in whole or in part through the employee's action or inaction; or the accident resulted in damage to District property either leased or owned by the District.
- B. The employee is involved in a motor vehicle accident while driving a District owned or leased vehicle, or was driving a personal vehicle while on District business. Employees shall be subject to post-accident testing in both single and/or multi-vehicle accidents which took place on or off the public roadways.

The supervisor who made a referral for substance testing shall complete and sign an Observation Checklist indicating a post-accident testing referral. A copy of the Observation Checklist shall be provided upon request to the subject employee.

**Section 9. FOLLOW-UP TESTING BEFORE RETURNING TO WORK.**

Employees may be required to take a substance test before they may return to work.

**Section 10. RANDOM TESTING.**

Employees in safety-sensitive positions shall be required to undergo screening for alcohol and substances prohibited under the terms hereof on a random basis. The testing shall be performed at the District's designated independent testing facility according to a randomly made selection. The selection may be performed by the independent testing facility or by the District through the use of certified random selection software.

Section 11.    **COMMERCIAL DRIVER'S LICENSE.**

In addition to the testing described above, employees required to have a valid Commercial Driver's License will also be subject to random testing as required by state and federal regulations. Testing shall be performed by medical facilities/personnel and laboratories certified to perform such testing by the US Department of Transportation and the Ohio Department of Transportation.

An employee who tests positive for drugs and/or alcohol under the Random Tests will be suspended from employment. The employee will also be referred to a SAP by the District's EAP. The employee shall remain on suspension pending release by the SAP and shall be subject to random testing as directed by the SAP. The District will accept SAP recommendations and implement any recommendations as soon as possible.

Employees who test positive have the right to request an independent test at a certified laboratory of their choice. The District's testing facility will send the specimen to the independent testing facility at the employee's request; the specimen will not be given to the employee directly. Any costs for independent tests requested by the employee shall be paid by the employee. If the employee is unable to pay for the cost at the time the request for a retest, the District shall pay for the test and the employee will be required to reimburse this cost to the District.

Section 12.    **UNION REPRESENTATION**

Employees belonging to a collective bargaining unit have the right to Union representation prior to referral for drug or alcohol testing provided that a Union representative is immediately available. In addition to Union stewards and alternates, the Union may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. The non-availability of Union representation shall not operate to delay the referral for testing.

Section 13.    **EMPLOYEE ASSISTANCE**

Voluntary: The District provides employees with an opportunity to overcome drug and/or alcohol related problems through an EAP. Employees with substance abuse problems are encouraged to voluntarily seek treatment and/or rehabilitation through the District's EAP or the employee's personal physician or other professional. If the employee is unable to perform his/her job duties without presenting a safety risk to themselves, their co-workers or the general public, or as a result of his/her involvement in the EAP, he/she is required to take time off from safety sensitive work, they may request coverage under the District's Short Term Disability Program during their voluntary treatment and/or rehabilitation. If the employee desires to continue to work while participating in a voluntary treatment and/or rehabilitation program, such voluntary participation will not prevent disciplinary action should the employee be randomly selected for testing under the Substance Free Workplace Administrative Procedure or for any other violation.

Involuntary: If an employee is found to be under the influence of drugs and/or alcohol, the District may require the employee to undergo alcohol and/or drug rehabilitative treatment at the facility recommended by the District's EAP as part of a LCA offered to a suspended employee as a condition of re-employment. To the extent such treatment or counseling is not paid for by a third (3<sup>rd</sup>) party health care provider, it shall be at the employee's expense. Such employee may request coverage under the District's Short Term Disability Program during their treatment and/or rehabilitation.

Continuation of Benefits: Employees off work participating in a rehabilitation plan will be responsible for their portion of health insurance premiums. Health insurance coverage will continue for up to six (6) months, as long as the employee is not more than thirty (30) days late with their portion of the Premium Payments. After six (6) months the employee will be responsible

for one hundred and two percent (102%) of the Districts group rate premiums in accordance with COBRA.

Section 14.     **DISCIPLINARY ACTION.**

If as a result of any alcohol screening test, other than one conducted pursuant to Department of Transportation Regulations, the alcohol concentration is 0.04 or less, the District will take no further action.

- A.     An employee who tests positive for drugs and/or alcohol and/or other prohibited conduct will be immediately placed on Suspension Pending Discharge. Employees shall be disciplined for violations of this Procedure on a case by case basis.
  
- B.     The District may discharge any employee who refuses to sign a "Consent for Testing and Release" form provided by the District or the District's Healthcare Provider, and/or fails or refuses to submit to BAT, urinalysis or a blood test or undergo rehabilitative treatment, or whose BAT or urinalysis reveals an alcohol concentration of 0.04 or more or blood test is positive for drugs and/or alcohol whose concentration is 0.04 or more. Said discharge shall be deemed for just cause.
  
- C.     The District will comply with applicable federal and state laws in administering this administrative procedure.
  
- D.     This administrative procedure does not alter the employment-at-will relationship between the District and its employees. In addition, no oral or written representations related to this procedure or its implementation may be considered contracts or specific promises of any kind concerning any terms, conditions, and/or duration of or discharge from District employment.

Section 15.     **RETURN TO WORK REQUIREMENTS.**

The employee will be allowed to return to work following treatment and rehabilitation for drugs and/or alcohol only after meeting terms set forth in the employee's LCA, if the employee is offered an LCA.

Section 16.    **CONSENT.**

The employee shall sign a consent form authorizing withdrawal of specimens of blood and/or urine and/or to conduct a breath-alcohol test. Such consent shall include a release of testing results obtained by a third (3<sup>rd</sup>) party laboratory to the District.

Section 17.    **REFUSAL TO PROVIDE SPECIMEN OR SIGN THE CONSENT.**

Any employee who refuses to provide a urine or blood specimen or to take a breath alcohol test requested under this administrative procedure, or who refuses to sign a consent form, shall be suspended pending discharge.

Section 18.    **CHAIN OF CUSTODY PROCEDURE.**

At the time specimens are taken, and upon request, the employee shall be given a copy of the specimen collection procedures. Specimens must be immediately sealed and labeled. The employee shall initial the specimen container(s) to confirm that the specimen(s) tested are those of the employee. Refusal to initial the specimen container(s) shall be deemed a Refusal to Cooperate and shall be subject to discipline as a violation of this procedure. The required procedure is as follows:

Blood specimen(s) shall be drawn with as little delay and as painlessly as reasonably possible. Immediately after the specimens are drawn, the individual test tubes or other specimen collection packaging shall be labeled in the presence of the employee, and then be initialed by the employee. As indicated above, the employee has an obligation to identify each specimen and initial same. If specimens are to be sent to an outside designated testing laboratory, the specimens shall be placed in the transportation container after being drawn. The transportation container then shall be securely sealed in the employee's presence along with a test requisition form which includes the employee's signature. Refusal to sign the test requisition shall be deemed a Refusal

to Cooperate and shall be subject to discipline as a violation of this procedure. The transportation container shall be dispatched the day the specimen was collected or the next business day by a commercially reasonable overnight delivery method.

Urine specimens shall be sealed in the employee's presence and the container therefore shall be initialed by the employee. The employee has an obligation to identify each specimen container and initial same. If specimens are to be sent to an outside designated testing laboratory, the specimens shall be placed in the transportation container. The container then shall be securely sealed in the employee's presence along with a test requisition form which includes the employee's signature. The transportation container shall be dispatched the day the specimens were collected or the next business day by a commercially reasonable overnight delivery method. If there is any issue as to the integrity of the specimen for any reason, the employee will be required to submit new specimens. Actions by the employee which may affect the integrity of a specimen shall be subject to discipline as violations of this procedure.

Breathalyzer tests shall be conducted in accordance with standard procedures for the administration of such tests, including testing and calibration frequency.

#### Section 19.    **CONFIDENTIALITY**

The results of any blood or urine analysis or breath alcohol tests shall be kept confidential to the extent required by law. The District may use the test results to decide upon any action to be taken towards an employee, or to the extent necessary or reasonable, to defend its actions in subsequent grievance, arbitration, legal or other proceedings.

Section 20.    **TRAINING.**

All employees will receive substance abuse awareness training. Training will be conducted when this administrative procedure is implemented and at least bi-annually thereafter. Training may be provided by a certified substance abuse trainer.

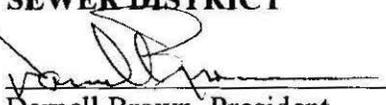
Newly hired employees will receive the substance awareness training as part of the On-Boarding process.

All current employees will be required to sign a Training Sheet indicating that they have attended the Substance-Free Workplace training, they have read and understand this administrative procedure, and that they were provided the opportunity to have their questions answered. The Human Resources Department will maintain these records.

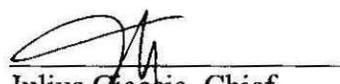
Following the initial training, the District will arrange for refresher training, to be conducted on an annual basis, to help ensure on-going employee awareness.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20<sup>th</sup> day of April, 2015.

**NORTHEAST OHIO REGIONAL  
SEWER DISTRICT**

  
Darnell Brown, President  
Board of Trustees

Date: 5/4/15

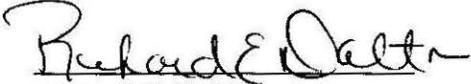
  
Julius Ciaccia, Chief  
Executive Officer

Date: 4/29/15

**LOCAL 18-S, INTERNATIONAL  
UNION OF OPERATING  
ENGINEERS,  
A, B & C, AFL-CIO**

  
Patrick L. Sink,  
Business Manager

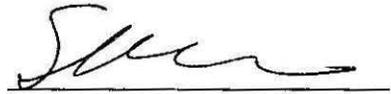
Date

  
Richard E. Dalton,  
President

Date

  
Gary G. Siesel,  
Recording Corresponding Secretary

Date

  
Scott B. Peters,  
District Representative

Date

  
Ned Calla,  
Committee Member

Date

  
Demetrius Little,  
Committee Member

Date

**APPENDIX A: HOURLY RATES**

The following classifications and hourly levels of compensation are hereby adopted for the following classifications of the District and shall be effective December 22, 2014, December 21, 2015 and December 19, 2016, as follows:

	<b>Hourly Rate <u>12/22/14</u></b>	<b>Hourly Rate <u>12/21/15</u></b>	<b>Hourly Rate <u>12/19/16</u></b>
<b>Wastewater Plant Operator C-2 Standard Rate</b>	\$22.39	\$22.84	\$23.30
<b>Westerly Wastewater Plant Operator C-2 Premium Rate</b>	\$22.51	\$22.96	\$23.42
<b>Wastewater Plant Operator C-1</b>	\$26.85	\$27.38	\$27.93
 <b>Wastewater Plant Operator C1 Training Rate</b>			
85%	\$22.82	\$23.28	\$23.74
90%	\$24.16	\$24.64	\$25.14
95%	\$25.50	\$26.01	\$26.53

**CONTRACT NO.**

**NORTHEAST OHIO REGIONAL SEWER  
DISTRICT**

**WITH**

**LOCAL 18-S  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS,  
A, B & C, AFL-CIO**

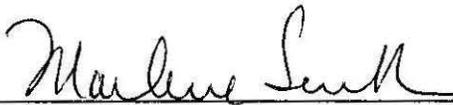
**FOR**

**January 1, 2015, through December 31, 2017.**

The Approximate cost is \$ \_\_\_\_\_ .00

Total \_\_\_\_\_ \$ \_\_\_\_\_ .00

The legal form and correctness of the within contract  
are hereby approved.



**CHIEF LEGAL OFFICER & GENERAL COUNSEL**

4-28

\_\_\_\_\_, 2015  
**Date**

**CERTIFICATION**

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.



**CHIEF FINANCIAL OFFICER**

4/28

\_\_\_\_\_, 2015  
**Date**



# International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668

FAX: (216) 432-0796

Local 18S

May 6, 2015

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the new Agreement between Local Union 18S, Cleveland, Ohio and the *Northeast Ohio Regional Sewer District*.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Scott B. Peters  
District Representative

SBP/pjn  
Enclosure(s)

2015 MAY - 6 PM 2:11

STATE EMPLOYMENT  
RELATIONS BOARD