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14-MED-08-1056  
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**AGREEMENT**

**BETWEEN**

**TOLEDO AREA SANITARY DISTRICT**

**AND**

**LOCAL 544-09**

**OHIO COUNCIL 8**

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

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STATE EMPLOYMENT  
RELATIONS BOARD

**NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017**

# **MEMORANDUM OF AGREEMENT**

## **ARTICLE 1**

### **PREAMBLE**

1.1 This Agreement shall become effective the 1st day of November, 2014 except as otherwise specifically provided herein and is by and between the Toledo Area Sanitary District, hereinafter referred to as the "District", and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local #544, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE 2**

### **RECOGNITION**

2.1 The District agrees to recognize and hereby does recognize the Union, its designated agents and representative, successors and assignees, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the District as hereinafter defined with respect to wages, hours and all other terms or conditions of employment. Neither the District nor the Union shall unlawfully discriminate or cause the other to discriminate against any employee of the District on the basis of race, color, religion, gender, sexual orientation, age, national origin, handicap or Union affiliation nor shall any provision of this Agreement be construed to prevent compliance with the requirements of applicable laws about handicap or disability.

The investigation and writing of grievances by the T ASD steward may take place on work time, without loss of pay.

With advance notice to the District by the Union and with the District's prior approval, which shall not be unreasonably withheld, no more than two (2) representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, and/or the International Union shall be admitted to the District's premises at any one time during working hours for the purpose of processing grievances, consultation, or attending meetings as provided herein.

2.2 "Employee" shall be defined as all regular, full-time employees of the District, excluding office personnel, managers, seasonal, and temporary employees.

2.3 Seasonal and temporary employees shall be defined as those hired for certain stated periods not to exceed 180 days. Such seasonal or temporary employees shall not displace permanent employees. Employees hired as seasonal or temporary employees who work more than 180 days shall be considered regular full-time employees and eligible for immediate membership in the bargaining unit unless mutually agreed otherwise.

2.4 The probationary period for regular full-time employees shall be 120 days. During the probationary period, the District shall have the right to discharge for any reason, and the reason shall not be subject to the grievance procedure.

### **ARTICLE 3**

#### **FAIR SHARE FEE**

3.1 All employees in the bargaining unit who sixty (60) days from date of hire, or from the effective date of this Agreement, whichever is later, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

3.2 The fair share amount shall be certified to the Employer by the Treasurer of the Local Union.

3.3 The deduction of fair share fee by the Employer from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

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

3.5 The fair share fee agreement between the Employer and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same bargaining unit and the amount charged shall comply with State and Federal laws. Payments by employees holding religious conscientious objections shall be governed by the O.R.C. Section 4117.09(C).

3.6 The TASD shall provide, each pay period when deductions are taken to the Local Union Treasurer, a list of those members and non-members on payroll deduction.

3.7 The TASD shall provide each month to the appropriate Local Union a list of the new bargaining unit employees, bargaining unit employees returning from leaves of absence, and bargaining unit employees granted leaves of absence, if applicable.

3.8 AFSCME shall have the exclusive right to payroll deduction of dues and/or fair share fees for all employees in this bargaining unit.

### **ARTICLE 4**

#### **CHECK OFF**

4.1 Upon receipt of a duly executed authorization agreement, the District agrees to deduct from the pay of all employees covered by this Agreement all established monthly dues, initiation fees, and uniformly levied assessments of the Union. It is further agreed that the District shall remit such deductions to the Union prior to the end of the month for which such deduction is made. A copy of said authorization assignment shall be delivered to the District. All such deductions shall be voluntarily signed by the employees.

## **ARTICLE 5**

### **SENIORITY**

5.1 Seniority shall be defined as the length of continuous service with the District. Seniority shall be measured in calendar days of employment with the District.

5.2 When it becomes necessary, through the lack of work or funds, to reduce the number of employees, subject to qualification to perform remaining work, emergency, provisional, temporary seasonal and probationary employees shall be laid off first, in that order. Permanent employees with the least seniority shall be laid off first when it is necessary to lay off permanent employees.

5.3 The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority. The qualified employee with the most seniority shall be recalled first when job vacancies are to be filled or when funds and work are available. Employees shall be rehired from layoff in the reverse order from which they were laid off before any new employees are hired.

5.4 Employees who are recalled to work in a capacity other than that previously performed shall have a reasonable opportunity to qualify for the new position not to exceed thirty (30) days.

5.5 The District will provide an up-to-date seniority list which shall be compiled and posted in a conspicuous place. An updated list will be posted at least once a year.

5.6 The term "continuous service" as used in this Agreement shall be so construed that absences from employment due to illness, accident, approved leaves and absence, or layoff by the District due to lack of work or funds shall not cause a break in the meaning of the term "continuous service" for the purposes of computing seniority. However, a District employee shall not continue to retain seniority if absent for more than one year due to reasons other than illness or injury. A leave of absence for illness or injury may be cancelled if the employee performs other work that requires physical effort similar to that required to perform his job with the District.

## **ARTICLE 6**

### **JOB BIDDING**

6.1 When a vacancy occurs at Toledo Area Sanitary District, positions or areas within five (5) days the job shall be posted for five (5) days. The most senior qualified employee shall be granted the job.

6.2 It is understood between the parties that the job of operating the misters and light traps will not be bid and that the position of supervisor will not be bid. The chief supervisor job of operating the misters will be bid.

6.3 It is also understood between the parties that if the two mechanic positions become vacant for any reason, they can be replaced by summer help.

6.4 The position of Chief Supervisor in Water Management will be bid with experience and qualifications within the unit being the primary criteria for promotion. All employees outside Water Management may be considered only after current Water Management employees are considered.

## **ARTICLE 7**

### **HOSPITAL AND LIFE INSURANCE**

7.1 The District shall provide employees' hospitalization insurance as described in Appendix B. Each employee shall contribute monthly toward the premium cost of that insurance fifteen percent (15%) of the applicable annual premium cost, deducted monthly, not to exceed \$250.00 per month.

7.2 The District shall provide all employees with a \$50,000 term Life Insurance Policy and Accident and Dismemberment.

7.3 The District shall provide all employees with a 26-week, \$250 per week, weekly Indemnity Plan.

7.4 The Union has the right to convert this plan to the Ohio AFSCME Care Plan upon approval of the membership. The cost for the Ohio AFSCME Care Plan coverage shall not exceed the cost of the above-described coverage.

7.5 Employees shall be eligible for the above plans so long as they are employed by the District. New employees shall be eligible immediately upon employment. Employees on approved leaves of absence shall be allowed to continue on the Plan for six (6) months but shall pay the premium. Upon return from an approved leave of absence, employees shall be immediately reinstated into the Plan.

7.6 The District shall provide a Prescription Drug plan which shall be a thirty (30) day supply, \$5.00 deductible plan at no cost to the employees.

7.7 The District shall continue to provide a dental and optical plans equal to the ones set forth in Appendix "B".

7.8 After an employee uses all his/her sick leave and vacation, he/she shall be covered for a period of six (6) months if he/she is under a doctor's care and is considered sick or convalescing.

7.9 Notwithstanding any other provisions of the contract, the District reserves the right to change companies in this area of providing all insurance coverages after reasonable opportunity for the Union to provide input.

## **ARTICLE 8**

### **CONTINUATION OF HEALTH CARE BENEFITS (COBRA)**

8.1 The District shall offer continuation of group health care benefits to covered employees and their qualified beneficiaries, as those terms are defined in the Public Health Service Act.

8.2 The time provided for purchase of benefits under COBRA shall not be added to any time for which benefits are already provided following a qualifying event, but shall begin from the qualifying event whether or not this agreement requires the District to pay any portion of the benefits after the qualifying event. This provision is not intended to remove the District's obligation to pay for benefits otherwise agreed to in this contract.

## **ARTICLE 9**

### **LONGEVITY**

	0-5 YEARS	5 YEARS	10 YEARS	15 YEARS	20 YEARS
Chief Supervisor	362.50	625	1,150	1,675	2,200
Supervisor/Operator	362.50	614.50	1,129	1643.50	2,158
Supervisor	362.50	604	1,108	1,612	2,116

Article 9, Longevity, shall not be applicable to employees hired on or after January 2, 2006.

## **ARTICLE 10**

### **SICK PAY**

10.1 All employees hired on or before December 31, 2011 shall be entitled to ten (10) hours sick pay for each month of service, with unlimited accumulation. Employees hired on or after January 1, 2012 shall accrue seven (7) hours of sick pay for each month of service. Employees may use sick pay for absences due to illness, injury and exposure to contagious diseases which could be communicated to other employees. Absences due to illness must be reported to the Manager not later than regular clock-in time. Absences due to illness of more than sixteen (16) consecutive working hours shall be reported by a written 'statement of illness' from a physician. Employees will use accumulated vacation and compensatory time when they have exhausted sick pay while on an approved sick leave of absence.

10.2 An employee hired on or before December 31, 2011 with ten (10) or more years of service with the District who retires as defined by the Ohio Revised Code Section 124.39, shall be paid in cash for fifty percent (50%) of the value of his/her accrued, but unused sick pay credit. For employees hired on or after January 1, 2012 the maximum payment will be twenty-five percent (25%) of accumulated unused sick leave. The payment shall be based upon the employee's rate of pay at the time of retirement.

10.3 General Manager may allow employees to donate accrued but unused sick leave to another eligible employee who has a serious injury or illness, or who has a family member who has a serious injury or illness.

## **ARTICLE 11**

### **SICK LEAVES OF ABSENCE**

11.1 A sick leave of absence is an absence of at least five (5) consecutive workdays due to sickness, accident or disability (including pregnancy) and may last for a total of thirty (30) calendar days. A sick leave of absence may be renewed for thirty (30) day periods upon proper medical documentation. The District may require proper medical documentation from the employee's physician as to whether or not it is necessary for an employee to be absent from work at the outset of the leave or when the leave is renewed. As a condition of continuation of the leave, the District may require the employee to be examined by a physician of the District's choosing to determine whether or not the employee is able to return to work. In case of a conflict between the employee's physician and the physician chosen by the District, the two physicians will choose a third physician who will examine the employee and issue a written determination within two (2) weeks after his/her selection as to whether or not the employee is able to return to work. The determination of the third physician will be binding upon the District, the Union and the employee. Expense of the physician chosen by the District and the third physician will be paid for by the District. The employee must return to work if the employee's physician or the third physician reports the employee is able to do so. If an employee is on a sick leave of absence not due to a condition covered by workers' compensation, the employee will use accumulated vacation and compensatory time if the employee runs out of accumulated sick pay. There will be no accumulation of vacation or sick pay or eligibility for holiday pay when an individual is not on paid time off work.

## **ARTICLE 12**

### **SICK AND INJURY POLICY**

12.1 All absences due to sickness or injury that are non-job related will be charged against accumulated sick leave. Accident and sickness insurance provided by this District will pay only those claims that are non-job related and therefore are not covered by State Workers' Compensation.

12.2 Any regular employee who is injured or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable

under the Workers' Compensation Laws of the State of Ohio, shall be carried on the regular payroll (to the limit of his/her accumulated sick leave not to exceed eighty-four (84) days) of the Employer for the period of disability provided the extent of the injury or disability prevents such employee from performing his/her normally assigned duties.

In lieu of the provisions contained in this Section and in Sections 12.3 through 12.5 inclusive, at the discretion of the District, the employee may be assigned light duty work if the employee is medically deemed capable of performing the assignment by the treating physician.

12.3 The extent of this disability leave shall not exceed eighty-four (84) calendar days. If eighty-four (84) working days of injury leave are used, the employee may then use earned sick leave, earned vacation, or may receive regular workers' compensation benefits. In all cases, the employee will continue to accumulate seniority and all benefits for the duration of the disability or until the disability is declared permanent and total by the Bureau of Workers' Compensation.

12.4 For the period of time when an employee is carried on the regular payroll, the Employer shall recover from the Bureau of Workers' Compensation those payments due the employee as determined by the Bureau of Workers' Compensation. In the event that the Bureau of Workers' Compensation should approve the claim of injury as having been sustained in the course of, and arising out of, employment or related to a previous work related injury, all such sick leave charged after the qualifying injury shall be re-credited to the employee's sick leave balance.

12.5 Holidays which occur during approved injury disability periods shall be compensated as a holiday and not charged as injury leave.

12.6 If an employee returns to work prior to expiration of the eighty-four (84) calendar day period provided herein and then is disabled at a later date due to the same injury, he/she may use the unused portion of the eighty-four (84) calendar days and thereafter follow the procedure as outlined in this Article.

## **ARTICLE 13**

### **OVERTIME**

13.1 Overtime will be distributed equally among all regular, full-time employees according to seniority.

13.2 An active record shall be kept by the Union of overtime showing availability of the employees to work overtime, who has worked overtime, who was called for overtime but did not work, the date of the overtime, and will show the accumulation of overtime.

13.3 This list will be posted in plain sight.

13.4 The rules governing the distribution of overtime shall be developed between the Union and Management and shall be posted in plain sight.

13.5 All work in excess of forty (40) hours per week shall be overtime work. All overtime shall be compensated at double time. Holiday overtime shall be double time plus the holiday pay.

13.5A In a week when sick time is used, the sick hours will not count toward the 40 hour threshold for overtime pay unless the employee provides the District with a doctor's slip upon return to work covering the sick hours. (E.g., if an employee uses 2 hours of sick time and works 4 hours over, he will only be paid for 2 hours at the overtime rate if he does not provide a doctor's slip).

13.6 All regular, full-time employees shall be offered overtime before the overtime is offered to summer help (summer employees shall have no seniority).

13.7 If the Union steward or management is unable to contact an employee it will be considered as if the overtime has been offered but will not be considered as if the overtime has been refused. In the event of mistaken offers or assignments of overtime, the employee who should have been offered or assigned the overtime will be offered the next available overtime the employee is qualified to perform. The Union will be responsible for updating the overtime equalization list.

13.8 When the Chief Supervisor in the fogging operation is absent from work, the other chief supervisors, by order of seniority, will be offered the work. If those persons refuse the work or are absent from work, TASD can fill the position. This will be determined on a daily basis. All chief supervisors will be trained and remain trained in overseeing the fogging operation and operation of the wrecker.

## **ARTICLE 14**

### **MANDATORY OVERTIME**

14.1 The District shall post, on every Monday morning, a sheet that employees may sign indicating they will work on an overtime basis for that week. The overtime sheet shall provide for signatures of those desiring overtime work on a daily basis. Names will be selected from the list on a seniority basis, and the records will be maintained in the same log for overtime rotation.

14.2 In the event more persons are needed than have signed up for overtime on a given day, an attempt will be made to re-contact the entire roster. If this fails to produce enough employees, the employee who has worked the least number of overtime hours for the season must accept the overtime call. The mandatory overtime call shall be used only during emergency situations as determined by the General Manager. If emergency overtime is necessary, employees will be notified by 12:00 noon of the work day.

## **ARTICLE 15**

### **COMPENSATORY TIME**

15.1 Each overtime hour worked will be equal to two (2) hours of compensatory time. Employees may accrue up to 240 hours of compensatory time. So long as it will not unduly disrupt the operations of the District, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Compensatory time off may be used in increments of not less than one-fourth (1/4) hour. Pay for accrued compensatory time upon termination of employment shall be at the average regular rate of the employee during the last three (3) years of employment or the regular rate of the employee at the time the payment is made, whichever is higher.

## **ARTICLE 16**

### **WORK HOURS**

16.1 The normal work week will be forty (40) hours. Regular working hours will be from 6:45 a.m. to 3:15 p.m., with one half-hour for lunch. Fog crews and other specially assigned groups will be working their designated work hours. Management may invite employees to volunteer to substitute night time hours for their regular schedule during heavy nighttime activity. Employees electing to do so will receive compensation for eight hours for the period of eight or fewer hours actually worked. However, for overtime purposes only the actually worked hours will be counted.

16.2 Normal hours will be observed whenever possible. However, when necessary, longer hours may be required.

## **ARTICLE 17**

### **DISCIPLINARY PROCEDURES**

17.1 The District will not discharge an employee with seniority, except for just cause.

17.2 An employee with seniority will not be discharged or suspended without first being given an opportunity to attend a conference where the employee may give his/her version of the events at issue. The employee may have a union representative present at this conference.

17.3 When possible, the District will make a good faith effort to have a Union representative present when taking disciplinary action.

The District agrees to apply the principles of progressive discipline where appropriate. For employees with seniority, the normal application of progressive discipline is one or more verbal warnings, one or more written reprimands and one or more suspensions prior to discharge.

17.4 When it is necessary to discipline an employee it will be done in private, in a manner that will not cause embarrassment to the employee.

17.5 Notice of discipline will be given to the employee within five (5) workdays of the District's knowledge of the incident. This period may be extended due to the absence of a Union steward. A copy of any verbal warning, written warning, suspension or discharge notice given to employees with seniority will be provided the union representative.

17.6 Any disciplinary action taken against an employee with seniority may be subject to the grievance procedure and those resulting in loss of pay or economic benefits may be taken to arbitration. These procedures will be the sole method of dealing with disputes arising from discipline, including discharge.

17.7 Rules governing the conduct of employees are set forth in Appendix "C" to this Agreement and are incorporated as if fully written herein.

17.8 The earliest warning or notice of suspension will be dropped when the employee has gone twelve (12) months since the last disciplinary action. When an employee has worked twenty-two (22) months without any disciplinary action(s), all discipline in the employee's record shall be removed from the employee's personnel file and placed in a separate disciplinary file. No such discipline shall be used to support further discipline of a progressive nature, but shall be retained to record the fact of the prior disciplinary history, including, but not limited to, support for "last straw" disciplinary determinations or last chance agreements in lieu thereof.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

18.1 A grievance shall be defined as a dispute as to the meaning of specific provisions of this Agreement. Having a desire to create and maintain labor relations harmony among them, the parties hereto agree that they will promptly attempt to adjust any grievances arising under this Agreement. Should a grievance arise between the parties to this Agreement or between the employees covered herein and the District, the aggrieved party to this Agreement or the employee/employees as the case may be, will have five (5) days from the happening giving rise to the "grievance" or from the date a reasonable person should have had knowledge thereof to begin the first step of the following procedure as the sole means of settling said grievance in the following manner:

**STEP 1** If there is an employee aggrieved, he shall bring his grievance to the attention of his steward who shall, if he deems same to be meritorious, attempt to settle the grievance with the General Manager and the employee.

**STEP 2** Failing to settle the grievance in accordance with Step 1, the grievance shall be reduced to writing, signed by the grievant or grievants and the steward, and submitted to the Director within 72 hours after failing to achieve agreement with the General Manager. The Director shall respond in writing to the grievance within 72 hours of the receipt thereof. Either party may

request a meeting to discuss the grievance. The Staff Representative for the Union may participate in any step of the grievance procedure.

STEP 3 With mutual agreement, grievance mediation may be utilized by the parties after Step 2 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 2 answer. If the District and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employment Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The District may, in its discretion, determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

STEP 4 Should a grievance remain unsettled after exhausting the aforementioned procedure, either party hereto, and only either party, shall, if the party desires, demand arbitration within five (5) days after failing to settle the grievance as outlined in STEP 2. The arbitrator shall be appointed by mutual consent of the parties.\* In the event the parties are unable to agree upon an arbitrator within seven (7) days after arbitration is invoked, then they shall jointly petition the United States Federal Mediation and Conciliation Service and request a panel of nine (9) qualified arbitrators who are members of the National Academy of Arbitrators from Ohio.

Subsequent panels of arbitrators may be requested by either party. The parties may mutually agree upon an arbitrator or they may select a single arbitrator from the last panel by alternately striking names from the panel until only one name is left. The decision of such arbitrator shall be final and binding upon both parties and all affected employees. The arbitrator shall not be empowered to rule contrary to, to amend, or to add to, or to eliminate any provisions of this Agreement. The arbitrator must consider applicable law if it affects the specific terms of the agreement. In the case of a discharge or disciplinary layoff grievance, the arbitrator shall have the power to return the grievant to his employee status with or without restoration of backpay. Any unemployment compensation or interim earnings shall be deducted from any amount of backpay awarded to an employee. Expenses incident to the services of the arbitrator shall be borne equally by the parties hereto. It is further agreed that the above arbitration-grievance procedure shall be and the same hereby is the sole method of settling grievance between the parties and it is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effective pursuant to invoking the grievance-arbitration procedure, including any determination as to the arbitrability of a grievance as shall be made by the authorized staff representative or officer handling the grievance, provided however, that any such determination regarding arbitrability shall be made upon the facts with which the authorized staff representative or officer is confronted.

- \* The parties have pre-approved as potential Arbitrators, Martin Fitts, Nels Nelson, Mathew Franckiewicz, William Lewis, James Mancini and David Pincus.

## **ARTICLE 19**

### **HOLIDAYS**

19.1 The following shall be considered paid holidays:

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Normal Work Days Off Between Christmas
Columbus Day	and New Year's

19.2 The above-listed holidays will be observed on the official day designated for celebration by the U.S. government. In the event any of the aforesaid holidays falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays should fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

19.3 In addition to the above-listed holidays, the employees shall be entitled to three (3) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervisor. The employee shall schedule these holidays in such a way as not to impair the operations of the work unit, but the holidays shall be scheduled and the employees shall be permitted to take the holidays at some time during the calendar year.

## ARTICLE 20

### MANAGEMENT RIGHTS

20.1 Nothing in this Agreement shall be construed as delegating to alter the authority conferred by law on the Director or to in any way abridge or reduce such authority, but this Agreement shall be construed as requiring said Director to follow the procedures and policies prescribed herein, to the fullest extent, and in accordance with the authority of the Director as prescribed by the laws of the State of Ohio.

20.2 The District reserves and retains the right to manage all operations, to determine and direct the work force, to assign work, to plan, direct and control operations and to institute, amend and enforce work rules which have been negotiated with the Union; provided, however, that this authority will not be used for the purpose of discrimination against any member of the Union and excepting as those rights and prerogatives may be affected by any of the provisions of this Agreement.

## ARTICLE 21

### ANNUAL LEAVE

21.1 A. Employees hired on or before December 31, 2011 will be entitled to annual leave with pay according to the following table:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE CREDIT</u>
0 through 5 years	102 working hours per year
6 thru 10 years	118 working hours per year
11 thru 15 years	142 working hours per year
16 thru 20 years	158 working hours per year
21 thru 25 years	166 working hours per year
over 25 years	206 working hours per year

21.1 B. Employees hired on or after January 1, 2012 will be entitled to annual leave with pay, which shall not carry over but must be used in the year following the year in which it accrues, according to the following table:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE CREDIT</u>
0 through 10 years	102 working hours per year
11 through 20 years	142 working hours per year
over 20 years	160 working hours per year

21.2 Maximum annual leave accruable is four hundred eighty (480) working hours as of April 15 of each year. A maximum block of five (5) consecutive days can be taken between April 15 and October 15; and if during this period of time an employee chooses to take fewer than five

(5) consecutive days, it will be considered to be all the annual leave the employee can take during this period of time. Further, between April 15 and October 15 the employee must give the District advance notice of intent to take annual leave equal to the annual leave the employee intends to take. In the event management determines that the season has ended before October 15, employees will be able to take annual leave in the same manner as after October 15. Between October 15 and April 15 one (1) week of advance notice will be required when an employee intends to take five (5) or more consecutive days of annual leave. All requests for annual leave must be approved by the manager.

21.3 Employees desiring to leave the employ of the District are required to give two (2) weeks' notice in writing of intent to leave. Upon receipt of a written notice of intent to sever, employees' accrued annual leave shall be prorated in compliance accordingly. Failure to give this notice can result in cancellation or loss of any or all accrued annual leave.

## **ARTICLE 22**

### **MILITARY SERVICE**

22.1 The rights of employees with respect to Military Service shall be determined by applicable state and federal laws.

## **ARTICLE 23**

### **FUNERAL LEAVE**

23.1 The District agrees to grant up to four (4) days of absence per year with pay for the purpose of attending the funeral of a member of his or her immediate family provided the employee loses time on regularly scheduled work days.

23.2 In the event an employee requires more than four (4) days in one (1) year, the additional absences shall be charged to annual leave. Such leave shall not be subject to the date restrictions of Section 21.2. The immediate family shall be defined as husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, grandparents-in-law, brother-in-law and sister-in-law. Also included is anyone living in his or her household regardless of family ties. Employees may take one (1) day of absence with pay to attend the funeral of their aunt or uncle. This day will be counted in the four (4) day annual limit.

23.3 In addition to the above leaves for funerals, employees shall be granted a one-day absence with pay for the purpose of serving as pallbearer for persons other than those listed above.

23.4 If a funeral as allowed above occurs more than 500 miles from Toledo, employees shall be allowed one additional day with pay to travel to the funeral and one additional day with pay to return to Toledo. If a funeral as allowed above occurs between 150 and 500 miles from

Toledo, employees shall be allowed one-half additional day with pay to travel to the funeral and one-half additional day with pay to return to Toledo.

#### **ARTICLE 24**

#### **JURY DUTY AND COURT APPEARANCES**

24.1 Any employee required by any court to report for or to serve on a jury or as a witness in a District related case on any day when the employee would normally be working shall receive full compensation from the District as if the employee had worked his/her regular assignment. Upon receipt of jury duty notice, the employee shall report same to his/her immediate supervisor. The District may get the employee excused from jury duty but said excuse must be provided the employee in writing.

#### **ARTICLE 25**

#### **SUCCESSORS**

25.1 A successor to the present administration shall be bound to assume all the conditions, terms and obligations of the Agreement.

#### **ARTICLE 26**

#### **SEPARABILITY AND SAVINGS**

26.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall be not effected thereby.

26.2 In the event that any article or section is held invalid or enforcement of compliance with which has been restrained, as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purposes of arriving at a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

#### **ARTICLE 27**

#### **STRIKES AND LOCKOUTS**

27.1 It is agreed that there shall be no lockouts by the District or strikes by the Union during the terms of this Agreement.

**ARTICLE 28**

**MONTHLY WAGE RATES**

	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>	
Chief Supervisor	\$4,308.72	\$4,394.90	\$4,438.86
Supervisor/Operator	\$4,169.14	\$4,252.52	\$4,295.06
Supervisor	\$4,093.68	\$4,175.56	\$4,217.32
Entry Level Employee	\$3,151.20	\$3,214.22	\$3,246.36

**ARTICLE 29**

**JOB DESCRIPTIONS**

29.1 A. Each employee will be given a job description of their classification. The job description shall be an accurate description of their classification.

B. Effective on and after January 1, 2012, newly hired entry level employees, identified in Article 28 as "entry level employee" shall receive the rate of pay of \$18.00 per hour or the equivalent monthly rate therein reflected of \$3,120.00. After completing two (2) full years of continuous full-time employment with the District, entry level employees shall be eligible to bid on posted vacant positions for which they are otherwise fully qualified.

**ARTICLE 30**

**TABLE OF ORGANIZATION**

30.1 The Union shall be given a table of organization.

**ARTICLE 31**

**MAINTENANCE OF STANDARDS**

31.1 The District agrees that all conditions of employment provided for in this Agreement shall be maintained during the term of this Agreement. Any changes in the provisions of this Agreement must be made with the mutual consent of the parties.

## **ARTICLE 32**

### **COMMERCIAL DRIVERS' LICENSE (CDL)**

32.1 The Employer will provide training for all employees required to have a CDL. If the training cannot be scheduled during normal working hours, employees will be compensated for the time actually spent in training. The training shall be at the Employer's expense.

32.2 Employees shall be given time off with pay to take the general knowledge exam, endorsement exams and driving tests.

32.3 In the event that an employee is not successful in passing the CDL exam the first time he takes it, he shall be given time off with pay to take the test a second time. The District shall reimburse the employee for the cost of the second test if it is passed by the employee.

32.4 All initial exam fees and all license fees shall be paid by the District.

## **ARTICLE 33**

### **EMPLOYEE DRUG AND ALCOHOL POLICY**

33.1 The employee Drug and Alcohol Policy is contained in Appendix "A" hereto and is considered a part of this Agreement as if fully incorporated herein.

## **ARTICLE 34**

### **USE OF DISTRICT VEHICLES**

34.1 If an employee is out in the field, he/she can go to lunch in the area with a District-owned vehicle or if business reasons require the employee to return to the substation or to District headquarters, an employee may use the district-owned vehicle to get lunch on the way in or on the way back out to the field. An employee may not use a District-owned vehicle to go home for lunch. Employees will not congregate District-owned vehicles at the same restaurant.

## **ARTICLE 35**

### **LABOR-MANAGEMENT MEETINGS**

35.1 In the interest of sound labor-management relations and upon mutual agreement, meetings of the representatives of the District and the Union shall be convened as necessary to discuss pending problems, administration of this Agreement, and other matters related to employees.

**ARTICLE 36**

**DURATION OF AGREEMENT**

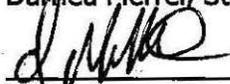
36.1 This Agreement is effective 12:01 a.m. November 1, 2014, and shall remain in full force and effect until its expiration at midnight, October 31, 2017, and from year to year thereafter unless, no earlier than 120 days, nor later than sixty (60) days prior to October 31, 2017, or any year thereafter, the Union notifies the District, or the District notifies the Union of its desire to amend, modify, terminate, or negotiate a successor agreement.

The notice must be written. In the event the parties do not reach a written agreement by October 31, 2017 or any year thereafter as provided herein at 12 o'clock midnight, the Agreement shall automatically terminate unless mutually extended on a day-to-day basis.

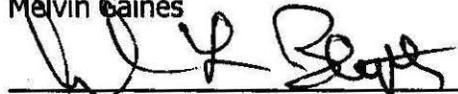
IN WITNESS WHEREOF, the parties have hereunder set their hands effective the 1st day of November, 2014.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
OHIO COUNCIL #8, LOCAL 544-09,  
AFL-CIO

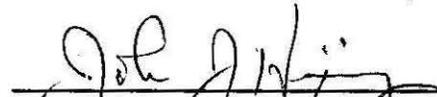
  
\_\_\_\_\_  
Darnea Merrel Steward

  
\_\_\_\_\_  
Ian Mikolajczak

  
\_\_\_\_\_  
Melvin Gaines

  
\_\_\_\_\_  
David L. Blyth, Staff Representative  
AFSCME Ohio Council 8

TOLEDO AREA SANITARY DISTRICT

  
\_\_\_\_\_  
John Heiniger, General Manager

  
\_\_\_\_\_  
Michael Bruce, Manager

**APPENDIX "A"**

**EMPLOYEE ASSISTANCE PROGRAM/DRUG & ALCOHOL POLICY**

**II. DRUG AND ALCOHOL TESTING**

Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or randomly in common with all other non-CDL licensed district employees to the extent required for the district to receive the maximum premium discount available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement. Random testing of employees whose employment requires a Commercial Driver's License (CDL) shall be conducted separately from that of other employees of the Employer and in compliance with United States Department of Transportation Regulations for CDL holders.

\* \* \*

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcpi, amphetamines, sedatives and/or alcohol as follows:

<b>DRUG</b>	<b>SCREENING TEST</b>	<b>CONFIRMATION</b>
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS
3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	200 ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Methaqualone	300 ng/ml	300 ng/ml
9. Opiates	2000 ng/ml	2000 ng/ml

10. Phencyclidine PCP	25 ng/ml	25 ng/ml
11. Propoxyphene	300 ng/ml	300 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory using Employee Identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided below. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the

Union shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

## **APPENDIX "C"**

### **TOLEDO AREA SANITARY DISTRICT**

#### **RULES OF CONDUCT**

1. Theft, pilferage or unauthorized possession of property belonging to the District, its suppliers, its employees or the public, or falsifying any documentation or information required by the District.
2. Fighting or inflicting personal injury upon any individual or the possession, use or menacing display of any weapon.
3. Possession, distribution, sale or use of alcoholic beverages or unauthorized drugs or working or reporting to work under the influence of or impaired by any unauthorized drug or alcohol.
4. Violation of the violence prevention policy.
5. Adding to, deleting or otherwise modifying another employee's time record.
6. Refusing to accept and obey or disregarding job assignments and orders relating to the conduct of business issued by superiors.
7. Unauthorized use of TASD vehicles, including, but not limited to, having non-employees riding in vehicles, taking vehicles or equipment out of TASD territory, installation of accessories, signs, rosters, etc.
8. Failure to report an accident.
9. Sleeping when the employee is supposed to be working.
10. Showing discourtesy or rudeness to the public.
11. Improper use of TASD radio systems in violation of FCC Regulations and/or for non-TASD business purposes.
12. Leaving the work site without the knowledge and approval of superiors.
13. Engaging in personal business when the employee is supposed to be working.
14. Engaging in horseplay or disorderly conduct.
15. Negligent damage to, destruction of or misuse of District equipment.
16. Repeated failure to keep own time record.

- 17. Repeated failure to properly perform job duties.
- 18. Leaving early for or returning late from lunch or break periods.
- 19. Failure to notify the District at the start of the shift that the employee is going to be absent or tardy.
- 20. Cell phones or the use of any electronic device including, but not limited to, DVD players, Blackberries, etc., shall be limited to a couple minutes except during designated breaks and lunch. Cell phone use or the use of the aforementioned devices while driving a company vehicle or operating company equipment including the Chipper are strictly prohibited. Doing so during work hours will be grounds for discipline up to and including discharge
- 21. VIOLATION OF ANY OF THE FOREGOING RULES OF CONDUCT MAY RESULT IN DISCIPLINE UP TO AND INCLUDING DISCHARGE. While the District may repeat or skip steps depending on the severity of the misconduct, the typical disciplinary actions for violation of any of the foregoing rules of conduct are:

<u>1<sup>st</sup> violation</u>	<u>2<sup>nd</sup> violation</u>	<u>3<sup>rd</sup> violation</u>	<u>4<sup>th</sup> violation</u>	<u>5<sup>th</sup> violation</u>
Verbal warning	Written verbal warning	Written warning	3 day suspension without pay	Discharge

Discipline shall be applied in a consistent and evenhanded manner.

22. DISCIPLINARY ACTION FOR UNEXCUSED ABSENCES

<u>2<sup>nd</sup> Unexcused Absence</u>	<u>3<sup>rd</sup> Unexcused Absence</u>	<u>4<sup>th</sup> Unexcused Absence</u>	<u>5<sup>th</sup> Unexcused Absence</u>
Verbal warning	Written warning	3 day suspension without pay	Discharge

An unexcused absence is every instance of up to two lost workdays after an employee has exhausted all paid time which the employee is eligible to take. For the purposes of this work rule during the period of April 15 through October 15 employees are eligible to take up to a maximum of 40 hours of vacation or comp time and up to three (3) discretionary days. For purposes of this work rule any time off on approved leaves of absence under 12.2 Workers Comp Leaves, 22.1 Military Service, 23.1 Funeral Leave, or 23.3 Pallbearer Leave will not be considered unexcused absences; and paid time off on an approved Leave of Absence under 11.1 Sick Leaves of Absence or any time off on an 11.1 Sick Leave of Absence for either a catastrophic health problem (e.g. heart attack, stroke, major surgery, broken limb) or for a serious chronic health problem will not be considered unexcused absences.

LETTER OF UNDERSTANDING NO. 1

**[NOTE: THIS DOES NOT NEED TO BE RESIGNED – JUST KEEP A COPY OF THE SIGNED ORIGINAL WITH THE CONTRACT FOR REFERENCE]**

During negotiations for the 1991 collective bargaining agreement, the District proposed language as part of the work rules which related to consideration of employee conduct off the job. The District withdrew that language with the understanding of the District and the Union that the District was not waiving any right it might have to argue the relevance of an employee's conduct off the job.

## LETTER OF UNDERSTANDING NO. 2

[signed original is on file]

### LABOR MANAGEMENT COMMITTEE

#### Section 1

The District, or its designated representative, and the Union, or its representative, agree to meet and discuss mutually identified including but not limited to the following:

1. Health and welfare insurance and benefits
2. Funeral Leave usage
3. Direct Deposit of pay

#### Section 2

Request shall be made at least ten (10) working days before a proposed meeting date; along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at reasonable agreed to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.