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AGREEMENT BETWEEN

THE

MUSKINGUM COUNTY WATER DEPARTMENT

AND THE

**OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE UPON SIGNING THROUGH JUNE 30, 2018

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ARTICLE 1 PREAMBLE AND RECOGNITION

Section 1.1 Purpose This Agreement is made by and between the Muskingum County Water Department (hereinafter “Employer”), and AFSCME Local # ___ and Ohio Council AFL-CIO (hereinafter “Union”), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

Section 1.2 Bargaining Unit As certified in SERB Case No. 05-REP-03-0037, the bargaining unit is as follows:

Inclusions All full-time and part-time clerical, maintenance, and service employees of the Muskingum County Water Department in the position of Field Supervisor, Plant Supervisor, Billing Clerk, Field Operator, Plant Operator, and Office Clerk.

Exclusions All management level, supervisory, and confidential employees as defined in the Act, including the Department Head and Office Manager.

Section 1.3 New Positions In the event a new classification(s) is created within the Muskingum County Water Department, the Union shall be notified and the parties, upon written request of the Union, shall meet to discuss the possible inclusion of the new classification(s) in the bargaining unit within fourteen (14) calendar days after the new classification(s) is announced. If the parties agree on the bargaining unit status of the new classification(s), it shall be implemented as agreed upon by the Union and the Employer. If the parties do not agree, the position(s) shall be subject to petition by the Union to the State Employment Relations Board consistent with Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

Section 1.4 Job Descriptions The Employer will maintain job descriptions and pay grades for all positions in the bargaining unit. In the event the Employer modifies a job description(s), the Employer will provide employees fourteen (14) days notice of the modification, as well as, a copy of the new job description. The job descriptions in effect as of the effective date of this collective bargaining agreement shall be attached as Appendix A. In the event the Employer modifies the job descriptions attached in Appendix A, the new job descriptions will be provided as outlined above and replace the existing Appendix A. Further, the Employer shall have the authority to waive, in writing, any license or certification contained in a job description, so long as the license or certification is not required by the State of Ohio to perform the essential duties of the position.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 The Employer and the Union agree not to discriminate, retaliate, or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

ARTICLE 3 NO STRIKE / NO LOCKOUT

Section 3.1 General Responsibilities of Parties Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Muskingum County.

Section 3.2 No Strike The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. The Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

Section 3.3 No Lockout The Employer agrees that it will not lock out any member of the bargaining unit during the term of this Agreement.

ARTICLE 4 PERSONNEL FILES / PERFORMANCE EVALUATIONS

Section 4.1 Personnel Files Employee personnel files shall be maintained in the office at the Water Department. Any documents and/or materials issued to an employee by the Employer concerning the employee's job performance to be placed in the employee's personnel file shall be signed and dated by the Employer. The employee shall be given the opportunity to review the document or material concerning the employee's work performance. Following a review of the document, the employee shall acknowledge receipt and the date of receipt by signing and dating the document as requested by the Employer. An employee may place in their personnel file responses to documents concerning their work performance. An employee's review and examination of their personnel file shall occur during non-working hours, or at other mutually agreeable times.

Section 4.2 Performance Evaluations Performance evaluations may be conducted at least annually by the Employer. Employees shall have the opportunity to review and discuss their performance evaluation ratings with the person conducting the evaluation. Employees shall have the opportunity to review and respond to evaluations made during a performance evaluation.

ARTICLE 5 CONTRACT CONSTRUCTION

Section 5.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;

- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

Section 5.2 Conformity to Law and Amendment Consistent with Chapter 4117 of the Ohio Revised Code, the parties intend this Agreement to supersede any state and local laws, policies or prior existing policies of the East Muskingum Water Authority on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term. Any other agreements between the Employer and individual members of the bargaining unit shall be null and void.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

Section 5.3 Grammar Words, whether in the masculine, feminine, or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

Section 5.4 Savings In the event any provision of this Agreement is determined to be unlawful by any court of law of competent jurisdiction, the unlawful provision will be deemed invalid. However, all other provisions of the Agreement will continue in full force and effect. Upon the request of either party, the parties agree to meet for the purpose of negotiating alternative language to the provision deemed to be unlawful.

ARTICLE 6 LABOR RELATIONS MEETING

Section 6.1 Meetings In the interest of sound labor/management relations, not more than three (3) representatives of the Employer shall meet with not more than two (2) bargaining unit employees and one (1) representative of the Local to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at least annually at mutually agreeable dates and times, but may be held more often by mutual agreement. Meetings will be scheduled at mutually agreeable times and locations. Union members participating in a Labor Management meeting shall not lose straight time pay for time spent in Labor-Management meetings. However, Union employees shall not receive pay for any Labor-Management meeting occurring during non-working hours.

An agenda will be exchanged by the parties at least two (2) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

ARTICLE 7 DUES DEDUCTION

Section 7.1 Dues Deduction The Employer agrees to deduct from the wages of any employee on a bi-weekly basis, who is a member of the Union, membership dues from the pay of any Union member requesting the deduction. The Union will notify in writing, the Director of the Muskingum County Water Department annually each January of the dues it charges and its current membership. The Union will update membership information as needed. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate official. A one (1) month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues deduction payments or fair share fee deductions to the Union when a bargaining unit employee or Union member (1) resigns or is separated from Employer employment; (2) is laid off from Employer employment; (3) transfers to a job other than one covered by the bargaining unit; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

Section 7.2 Error in Deduction It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 7.3 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or

proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined. If it is determined that the deduction was/is properly made, the employee shall deduct an amount necessary to cover the deductions not made.

Section 7.4 Fair Share Fee Any employee who is not a member of the Union shall pay the Union, through payroll deduction, a fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the Union, nor shall the fee exceed the dues paid by members of the Union in the same bargaining unit. The fair share fee amount shall be certified to the Employer by the Treasurer of the Union. The deduction of the fair share fee shall be automatically deducted from the earnings of the employee and shall not require written authorization for payroll deduction.

Section 7.5 Legality of Deduction The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all fair share fee provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

ARTICLE 8 UNION REPRESENTATION / BULLETIN BOARDS

Section 8.1 Employee Representatives The Employer agrees to recognize one (1) employee as a Union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes that may occur. The Union representative and/or officers shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time, absent the prior approval of the Department Head, or designee, or where the terms of this Agreement permit such conduct.

Section 8.2 Union Representatives The International or Ohio Council 8 Union Staff Representative shall be admitted to the Employer's facility for the purpose of processing grievances, attending Labor-Management meetings, investigatory interviews or attending pre-disciplinary conferences, upon prior notice to Department Head or his designee. The International or Ohio Council 8 Union Staff Representative shall be admitted to the Employer's facility for purposes not listed above upon prior notice and approval of the Employer, or designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

Section 8.3 Bulletin Boards The Employer shall provide space on a bulletin board(s) for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

Section 8.4 Union Leave The Union may request unpaid leave of absence not to exceed seven (7) days total for no more than two (2) employees during any one (1) calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars, training, conventions, or other union business conducted by the Union, subject to the operational needs of the Department. However, employees may substitute appropriate accrued but unused leaves to supplement the unpaid leave.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Muskingum County Water Department. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Water Department, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 9.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to, the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, or abolishment of positions;

- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- O. The right to determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 9.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 9.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 10 WORK RULES

Section 10.1 Work Rules The Employer shall have the right to promulgate reasonable work rules and policies. The parties recognize that the County policies and work rules in effect at the time of this Agreement shall remain in effect to the extent that they are not specifically modified by the terms of this Agreement. The Employer agrees that new or revised written work rules or County policies shall be provided the Union two (2) weeks in advance of their implementation, except in cases of emergency. All work rules and County policies will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. It shall be the Union's responsibility to establish that rules are either unreasonable or not uniformly applied.

It is further agreed and understood that the provisions of the East Muskingum Water District Employee Handbook shall have no further force and effect. Except for provisions and terms contained in this Agreement, the terms of the Muskingum County Personnel Policies and Procedures Manual shall apply to all employees in the bargaining unit.

Copies of proposed new work rules or amendments to existing work rules will be posted on bulletin boards and provided to members with the effective date of the new work rules.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined, Content, Timeline For Filing The term "grievance" shall mean that there has been an allegation(s) that there has been a breach, violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than seven (7) calendar days following the events or circumstances giving rise to the grievance, or when the grievant first learned, or should have learned, of such events or circumstances.

All grievances should contain the following information:

- A. the aggrieved employee's name, or names of all grievants if it is a group grievance;
- B. the aggrieved employee's classification;
- C. the date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- D. the date and time grievance occurred;
- E. the date the grievance is filed;
- F. the location where the grievance occurred;
- G. a description of the circumstances or incidents giving rise to the grievance;

- H. the specific provisions of the Agreement violated;
- I. the desired remedy to resolve the grievance; and
- J. the documentation believed to support the grievance.

Section 11.2 Grievance Procedure

A. Step One – Department Head An employee having a grievance will first attempt to resolve it with the Department Head. Such attempt at resolution shall be made by the member-grievant presenting the written grievance to the Department Head within seven (7) calendar days. The Department Head, or designee, shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward.

A union representative may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after meeting with the grievant, the Department Head shall submit to the grievant his written response to the grievance. If the grievant, or Union, are not satisfied with the written response he/she may pursue the grievance to Step 2.

B. Step Two – County Human Resources Director Should the grievant or union not be satisfied with the answer of the Department Head in Step 1, within seven (7) calendar days of receipt of the Step One answer or seven (7) calendar days after the Step One response was due, the grievance may be appealed to Step 2 by delivering the grievance, to the County Human Resources Director, or designee. The County Human Resources Director, or designee, shall date the grievance, accurately showing the date the County Human Resources Office received the grievance. All grievances involving suspension or termination shall be initiated at this step. All group or policy grievances shall also be initiated at this step.

Within seven (7) calendar days of his receipt of the grievance, the County Human Resources Director shall schedule and conduct a meeting to discuss the grievance with the employee and the Union representative. It is the responsibility of the employee to contact and notify the Union representative of the meeting. The grievant or steward shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The County Human Resources Director and/or Grievant may bring appropriate witnesses.

In the meeting called for at this Step, the County Human Resources Director shall hear full explanation of the grievance and the material facts relating thereto in order to render a decision.

Within seven (7) calendar days of the meeting, at this Step the County Human Resources Director shall submit to the grievant and Union, a written response to the grievance.

The grievant may have his Union steward or other representative present at any stage of the grievance process.

C. Step Three – Arbitration

If the answer in Step Two is unsatisfactory, within fourteen (14) calendar days after receipt of the Step Two response, (or twenty-one (21) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate, which must be received by the Department Head, or designee, within the required time period.

Within thirty (30) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for a list of seven (7) arbitrators from the State Employment Relations Board ("SERB") or Federal Mediation and Conciliation Services ("FMCS") to hear the arbitration. Upon receipt of such list of arbitrators the parties will attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised one (1) time only by either party in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin or other mutually agreed upon method. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The organization providing the panel shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the time of events or

circumstances that precipitated the grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching the determination. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 11.3 Pre-Arbitration Meetings Either party may request, in writing, a pre-arbitration meeting. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 11.4 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Any time limits in this Article may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 11.5 Union Representation/Attendance at Meetings If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing for time spent outside their regular working hours. The grievant or Union representative shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

Section 11.6 Mediation Upon mutual agreement of the parties, the parties may agree to mediate the grievance. The selection for a mediator may be from either the Federal Mediation and Conciliation Services (FMCS) or the State Employment Relations Board.

The mediator shall meet with both parties and their representatives in an attempt to reach a settlement. Any settlement reached shall be reduced to writing and binding upon the grievant, the Union and the Employer.

Any and all costs of the mediator shall be borne equally by the Union and the Employer.

Mediation may not be used to delay the arbitration of a grievance and the process for scheduling an arbitration hearing. Generally, arbitration scheduling may continue while the parties mediate. However, with mutual agreement, the parties may agree to suspend the time limits until the conclusion of the mediation process. Either party may reject or rescind, in writing, its agreement to participate in the mediation process at any time.

ARTICLE 12 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 12.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for just cause.

Section 12.2 Methods of Progressive Discipline Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- A. Verbal Reprimand;
- B. Written Reprimand;
- C. Suspension; and/or
- D. Termination.

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Section 12.3 Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Department Head, or designee, shall be arranged. Employees shall be permitted to place written statements in their personnel file in response to verbal and/or written reprimands. The employee may have a union representative or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative or union official. When the nature of the offense is such that immediate disciplinary action is required the County may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

When an employee is to be disciplined, the Department Head shall have the charges against the employee reduced to writing. The original copy of the charges shall be served upon the employee. Charges must be presented to the employee no later than thirty (30) days after the

investigation is completed. However, the Employer may request an extension of time to notify the employee which will not be unreasonably denied.

The pre-disciplinary conference shall be held at a mutually agreeable date and time, but not more than seven (7) calendar days after a copy of the charges have been served upon the employee. Due to the unavailability of any of the parties during the seven (7) calendar day period, the timeline to hold the pre-disciplinary conference may be reasonably extended by mutual agreement. The employee shall be notified of the discipline to be imposed no later than fourteen (14) calendar days following the pre-disciplinary conference. However, upon the request of the Employer, the timeline may be extended by mutual agreement. Such request by the Employer shall not be reasonably denied.

Section 12.4 Manner of Discipline The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

Section 12.5 Appeals of Discipline Employees may file grievances of all discipline. However, only discipline resulting in a loss of pay (suspensions and termination) may be appealed to arbitration. Grievances must be appealed within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy.

Section 12.6 Employee Access to Personnel File An employee shall have access to his or her personnel file, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.

Section 12.7 Records Retention Records relating to corrective counseling, verbal and/or written reprimands will cease to have force and effect for purposes of progressive discipline after twelve (12) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twelve (12) consecutive months during which the employee does not receive intervening discipline.

Records relating to suspensions up of one (1) to three (3) days will cease to have force and effect for purposes of progressive discipline after twelve (12) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. Records relating to suspensions of more than three (3) days shall cease to have force and effect for purposes of progressive discipline after twenty-four (24) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twenty-four consecutive months during which the employee does not receive any records relating to suspensions.

All records of disciplinary action removed from the employee's personnel files for any of the reasons outlined above shall not be considered in future disciplinary action, except that prior

discipline may be used to establish that employees have been made aware of the expected standard of conduct.

ARTICLE 13 FILLING OF POSITIONS

Section 13.1 Filling of Positions The parties agree that all appointments to positions covered by this Agreement shall be filled by the Employer consistent with this Article. The parties recognize that the Employer has the exclusive authority to determine if and when positions are to be filled.

Section 13.2 Notice of Vacancies Whenever the Employer determines that a permanent vacancy exists that it intends to fill, a notice of such vacancy with the necessary qualifications shall be posted on the employees' bulletin board(s) for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer along with any evidence that the employee meets the minimum qualifications of the position. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. The notice shall contain the classification title, rate of pay, minimum qualifications for the position, the deadline for submitting a written application and a copy of the job description.

Section 13.3 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed ninety (90) days. Employees temporarily assigned to a classification with a higher rate of pay for at least one (1) working day shall receive the rate of pay of the higher classification. Only employees temporarily assigned as a Field Supervisor, Assistant Field Supervisor, Plant Supervisor, or Assistant Plant Supervisor consistent with Section 13.3 shall be eligible to receive the rate of pay for working in a temporarily assigned classification. Employees shall begin receiving a higher rate of pay immediately and anytime the employee is assigned to work in these classifications, so long as the employee is absent for at least eight (8) contiguous hours. Unless the employee is assigned to the classification with the higher rate of pay for strictly training purposes. If an employee is temporarily assigned to a lower-paying classification consistent with the terms of this Article, the employee shall not be reduced in pay and shall continue to receive their normal rate of pay.

In the event the employee is temporarily assigned to work in a higher classification on a weekend or holiday, the employee would begin receiving the higher rate of pay that weekend or holiday so long as the supervisor and/or assistant supervisor are unable to respond in person in the event of an emergency.

Employees eligible to a higher rate of pay as outlined in this section will be eligible to receive the higher rate of pay beginning when the supervisor "clocks out" on the last working day until the supervisor returns.

Section 13.4 Selection Methods The Employer shall determine the method for job-related and relevant testing or review of applicants for filling positions. All internal and external

applicants will be given consideration for hire. The Employer shall select the applicant who is most qualified and able to perform the duties of the position being filled. When the qualifications of two (2) or more employees are found to be equal, seniority shall prevail in the final determination of who will be selected to fill the vacancy. The Employer shall give first consideration to in-house applicants. When providing consideration to in-house applicants, the Employer shall consider the following criteria: seniority, qualifications, experience, education, work record, job performance and the employee's disciplinary record.

Section 13.5 Probationary Employees Probationary employees shall not be eligible to make written notice to fill a vacancy during their probationary period.

Section 13.6 Outside Applicants Nothing in this Article shall prohibit the Employer from receiving applications from, considering and hiring either internal or external applicants consistent with this Article.

ARTICLE 14 SENIORITY

Section 14.1 Accrual of Seniority Seniority, for purposes of this contract, shall only be as outlined in this Article. Seniority shall be applied as a determining factor only in those matters where seniority is specifically listed elsewhere in this Agreement. An employee's seniority shall be based upon the employee's total length of service with the Employer and/or East Muskingum Water Authority.

Section 14.2 Laid Off Employees Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

Section 14.3 Break in Seniority The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than twenty-four (24) months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence; or
- F. Resignation when employee is not re-employed or reinstated within thirty-one (31) calendar days.

ARTICLE 15 HEALTH AND SAFETY

Section 15.1 The Employer will strive to provide safe and healthy working conditions for every employee by attempting to maintain all buildings, facilities, vehicles and equipment owned by the Employer in a safe and healthful manner. All employees have the responsibility of following all safety and health practices, as well as, assist the County in identifying and correcting any existing or potential health or safety hazards.

Employees are to comply with all general safety rules of the County and any special divisional safety rules and shall be required to use safety equipment provided to them. Members are to promptly report conditions in the County's facilities that might be dangerous to employees and the public to their supervisor, or the Department Head, in an effort to make County employees, property, and equipment safe, sanitary and dependable. Additionally, concerns regarding health and safety may be discussed by the parties during labor-management meetings.

- A. The County agrees to furnish each employee of the bargaining unit a locker which can be used for the storage of equipment/clothing issued to the employee.
- B. All accidents and injuries, however minor, shall be immediately reported to the employee's supervisor consistent with the County's Injury/Accident Reporting policy.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Work Schedules Work schedules for bargaining unit employees shall be determined and scheduled by the Employer. Typically, the regularly scheduled work week shall be Monday through Friday and shall consist of forty (40) hours based upon five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The days off may be modified when an employee's schedule or assignment is modified, or as determined by the Employer. The Employer shall designate the start of the workweek and workday. In the event that the Employer modifies the work schedules of employees, to the extent practicable, the Employer shall attempt to provide one (1) week advance notice to employees of the modified work schedule. However, the parties both recognize and understand that certain circumstances do not permit such advance notice of the modified work schedule.

Each employee will be granted a thirty (30) minute unpaid meal period. Employees shall receive a fifteen (15) minute break each four (4) hour work period. The employees shall receive their applicable rate of pay for these breaks. Employees working overtime shall be allowed to take reasonable meal and rest breaks with pay.

Section 16.2 Overtime All members shall be paid one and one-half (1 ½) times their regular hourly rate for all worked in excess of forty (40) in a workweek. For purposes of this Agreement, all hours worked shall include all hours in active pay status, except compensatory time. An employee who works overtime and has used compensatory time in a given pay period, may change the compensatory time to other forms of active pay status (e.g. vacation and personal leave). If an employee actually works greater than forty (40) hours during a workweek, the employee may choose to be paid for the hours greater than forty (40) at one and one-half (1 ½) times the employee's regular hourly rate of pay or in compensatory time at one and one-half (1 ½) time by notation by the employee on the employee's time sheet.

Section 16.3 Compensatory Time An employee may elect to receive compensatory time in lieu of overtime pay at the appropriate rate of accrual based upon this Article. Employees may accrue a maximum of two hundred forty (240) hours of compensatory time. The use of compensatory time is subject to the approval of the appointing authority, who may deny any request based upon the Department's operational needs, workload requirements or other legitimate reasons. Compensatory time not used within one (1) year, three hundred sixty-five (365) days, shall be paid to the employee. Upon separation from employment, each employee shall be compensated for an accumulation of compensatory time. Compensatory time must be used in minimum increments of one (1) hour.

Section 16.4 Call Out Pay If an employee is requested to report back to work, not contiguous to the beginning or end of the regular shift, the employee shall be compensated at a minimum of three (3) hours call in pay.

Section 16.5 Distribution of Overtime The parties shall continue to use the existing practice for the distribution of overtime. The Union shall not be able to file a grievance regarding overtime distribution. However, if any bargaining unit employee is dissatisfied with the procedure for overtime distribution, the parties shall meet to discuss the practice during a Labor-Management meeting. If the discussions are not productive, the practice shall be voided and the County will then have the right to implement an overtime procedure. Such procedure shall provide for the equalization of overtime opportunities for bargaining unit employees and shall be grievable. However, prior to filing a grievance the Union and Employer may meet to discuss settling any overtime distribution grievance, or developing a new overtime distribution procedure.

Section 16.6 Holiday Rotation All employees who have been allowed to participate in the weekend and holiday rotation shall be allowed to continue in the same manner with the commencement of this agreement.

Section 16.7 Weather Emergency If the Employer finds it necessary to close the Water Department because of inclement weather or other unforeseen conditions, all employees will receive the pay they would have received for their regularly scheduled hours.

If an employee is ordered to report to work by the Employer during a declared Level III snow emergency, the employee shall receive one and one-half (1½) times their regular hourly rate of pay only for the hours necessary for the employee to complete their required job duties.

If the employee is unable to leave his home due to inclement weather, the employee may call his supervisor and request vacation leave or compensatory time. If the Employer subsequently finds it necessary to close the Water Department, the employee will not be charged any form of leave during the period the Water Department is closed.

Section 16.8 Earned Rest If any employee works sixteen (16) hours in a twenty-four (24) hour period without time off because of scheduled or emergency overtime, the Employer may, at its discretion, require the employee to work additional hours or send the employee home for a nine (9) hour rest period. Similarly, an employee who works sixteen (16) hours in a twenty-four

(24) hour period without time off because of scheduled or emergency overtime may request to work additional hours, or request to take a nine (9) hour earned rest period. The County shall have the right to refuse any employee requests, however such requests shall not be unreasonably denied. In the event that the nine (9) hour rest period coincides with the employees' regularly scheduled work hours, the employee shall not lose pay. If the employee requests additional time off, the employee shall not be paid for additional time off, unless the employee uses vacation leave or compensatory time. Further, if an employee's earned rest period extends to 1:00 p.m., or beyond, the County will not require the employee to return to work and the employee shall not lose pay for any regularly scheduled work hours. However, if the employee's earned rest period does not extend to 1:00 p.m., but the employee requests additional time off, the employee shall not be paid for additional time off, unless the employee uses vacation leave or compensatory time.

All parties recognize that in response to an emergency, the Employer may not be able to offer or grant employee requests for a nine (9) hour rest period until the conclusion of the project or staffing permits the nine (9) hour rest period.

Section 16.9 Overtime Meal Allowances Whenever an employee works in excess of three (3) hours contiguous to and beyond their regular shift, meals with a value not to exceed ten dollars (\$10.00) shall be provided for employees on the job site by the Employer.

An additional meal with a value not to exceed ten dollars (\$10.00) shall be provided by the Employer for each additional six (6) hour period the employee works contiguous to and beyond the three (3) hours period outlined above.

In the event that a meal is not procured by the Employer, employees may be reimbursed the actual cost of the meal not to exceed ten dollars (\$10.00) provided a written receipt from the dining establishment is provided to the Employer detailing the actual cost of the meal. In the event no written receipt is provided, the employee shall not be eligible for a reimbursement.

ARTICLE 17 ON-CALL

Section 17.1 On-Call Pay Effective upon signing, employees required to be on-call shall receive one dollar and twenty-eight cents (\$1.28) per hour, or twenty dollars and forty-eight cents (\$20.48) per day compensation for each day that they are required to be on call Monday through Friday. However, effective upon signing, employees required to be on-call on either Saturday, Sunday, or a holiday recognized in this Agreement, shall receive thirty dollars and seventy-two cents (\$30.72) compensation per day for the Saturday, Sunday or holiday that they are on call.

The Department Head, or designee, shall maintain the on-call schedule. The on-call period shall begin at the end of the work day on Friday, generally 4:00 P.M., and continue through the start of the work day on the following Friday, generally 7:30 A.M. Employees shall be paid their on-call pay the pay period after being on-call. Employees shall only receive on-call pay for those days on which the employee is actually on-call. Therefore, if two (2) employees agree to switch on-call days, the employee substituting for the employee on-call for the week would receive the

daily on-call pay. Under no circumstance will the Employer be responsible for paying two (2) employees on-call pay for the same day.

Section 17.2 Response The on-call employee is required to respond to all calls received. A failure to respond shall result in discipline. Responses shall either be in person or by telephone to respond to customer inquiries/complaints. When an employee responds in person, he shall make a note of the time the call was received and directly respond to the call. At the conclusion of the call, the employee shall write in the time that call was received and note the time and reason of the call on his time sheet. The parties recognize that in the event that the Employer alters its time keeping system, it may be necessary to amend the time keeping provision.

Section 17.3 Additional Support The on-call employee shall be responsible for assessing the emergency and determining whether additional personnel are necessary for responding. If additional personnel are required, the on-call employee shall call-out other employees consistent with the overtime/distribution policy in effect.

Section 17.4 Holidays Employees on-call for a holiday shall relieve the on-call employee at midnight on the start of the holiday and remain on-call for twenty-four (24) hours until the end of the holiday at midnight. At midnight, the regular on-call employee shall return to duty. Employees on-call for a holiday shall be determined based upon the on-call holiday rotation list.

ARTICLE 18 LAYOFF AND RECALL

Section 18.1 Reasons For Layoff and Notification of Layoff The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 18.2 Layoff and Period of Recall The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Water Department formerly in classifications in the bargaining unit may displace into positions in the unit according to their seniority as defined in Article 14, provided they are otherwise qualified for the position. Laid off employees shall have the right to recall to a position in their former classification for a period up to twenty-four (24) months from date of layoff.

Section 18.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If

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

Section 18.4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twenty-four (24) months from the effective date of layoff.

Section 18.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 18.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 19 MEDICAL EXAMINATIONS

Section 19.1 Examinations – General The employer may require an employee to submit to a medical examination to determine an employee's ability to perform the functions of their position if the examination is job-related and consistent with business necessity. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

Section 19.2 Examination Appeals The Employer may require an employee to take an examination, conducted by a physician to determine an employee's physical or mental capability to perform the material and substantial duties of their position and assignment. The cost of such examination shall be paid by the Employer. If the employee disagrees with the determination of the first examination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two (2) reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The costs of the third physician shall be borne equally by the parties.

Section 19.3 Leave While Exam Pending If the Employer requires an examination, the employee will be placed on administrative leave with pay, or reassigned to another position at the Employer's discretion, until the results of the examination are obtained. If the employee does not attend the examination as scheduled by the Employer, then the administrative leave will

terminate. A failure to attend a scheduled examination as ordered by the Employer may be deemed insubordination subject to the disciplinary provisions of this Agreement.

If the employee requests a second opinion, the employee must request and utilize appropriate leave to cover the additional days of absence from work pending the outcome of the second examination.

In the event that the Employer requests a third opinion, the employee may depending upon the circumstances be placed on administrative leave with pay until the results of the third examination are obtained. If the employee does not attend the examination as scheduled, then the administrative leave may terminate. If the employee fails to attend the third examination, the administrative leave with pay may depending upon the circumstances cease and the employee must request additional appropriate leave to cover the additional days of absence from pending the outcome of the examination.

Section 19.4 Uses of Leave If, after examination, an employee is found to be unable to perform the material and substantial duties of their position, then the employee may request to utilize appropriate accumulated, unused leave and other leave benefits. Following the conclusion of the use of leave, the Employer shall take steps to separate service.

Section 19.5 Required Physicals Nothing in this Article shall be construed as prohibiting an employee from attending physicals required for their positions.

ARTICLE 20 PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT

Section 20.1 Professional Development The County recognizes the unique nature of the work performed by the members of the bargaining unit and the benefit to the County as a result of each member's participation in professional organizations and technical societies, and recognizes the expenses involved in members attempts to stay current in their particular professional, technical, and supervisory fields.

In light of the above benefit to the County, the Employer agrees to reimburse any bargaining unit employee for all EPA Certification fees (exam applications, certification renewals, and continuing education seminars), CDL License fees (including renewals and physicals), Notary Public exams and renewals, and any other licensing, certification, professional dues, and required professional seminars or conferences, so long as the licensing, certification, professional dues or attendance at professional seminars or conferences is job-related and a job-requirement. Employees may be reimbursed for any expense that is job-related, but not a job-requirement, if prior approval has been granted by the Department Head based upon circumstances reviewed on a case-by-case basis.

With respect to fees for any certification or licensing exam, the Employer shall reimburse the employee no more than two (2) times for the costs associated with taking an exam. If the employee is unsuccessful in passing the exam a second time, the employee shall be responsible for paying the cost of any and all subsequent exams following the second failure. However, the Department Head may reimburse the cost of additional exams at his discretion.

Section 20.2 Training Employees may be required to attend job-related training, courses, workshops, seminars and other programs. If such training is required by the appointing authority, the training expenses shall be paid by the Employer. Employees must participate in any training classes required by the Employer.

ARTICLE 21 PROBATIONARY PERIOD

Section 21.1 Requirement to Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the Muskingum County Water Department and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for probationary unless expressly granted, in writing, by the Employer at its discretion.

Section 21.2 Length of Probationary Periods The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) days.

Employees receiving a position in a new classification in the bargaining unit shall serve a probationary period of sixty (60) days from the day the employee is designated as receiving the new classification. Any other time worked in the classification shall not count toward the probationary period. Newly promoted employees who desire to return to their previous position at their prior rate of pay may do so only up to sixty (60) days after the first day of their promotion. Any promoted employee who does not successfully pass the new position's probationary period shall be returned to their previous position at their prior rate of pay.

A probationary employee who has lost work time due to illness or injury for more than three (3) work days (cumulative) shall have his probationary period extended by the length of the illness or injury.

Section 21.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

ARTICLE 22 TRAVEL

Employees shall be reimbursed for travel expenses incurred while on county business as follows:

Section 22.1 Meals and Lodging Meals: Expenses incurred for meals while on official County business will be reimbursed at actual cost, plus a maximum fifteen percent (15%) tip. Meal reimbursement shall not exceed fifteen dollars (\$15.00). Meal reimbursement does not include alcoholic beverages.

In order to obtain a meal reimbursement for meals purchased while traveling on County business, the employee must seek and obtain the approval of the Department Head, or designee, prior to the purchase.

In order to obtain reimbursement, the employee must return true and actual receipts with the request for reimbursement.

Meal reimbursements may be subject to applicable federal and state taxes.

Lodging: The employee shall be reimbursed one hundred percent (100%) of the actual cost for lodging with PRIOR approval of the employer when an employee travels overnight on official County business and the travel requires an overnight stay. If location is not pre-approved, no reimbursement shall be made.

Section 22.2 Mileage and Parking When an employee is required to drive his personal vehicle to transact county business, he shall be reimbursed at the applicable County Commissioners Association of Ohio rate effective at the time of travel. Employees are required to provide an account of the actual miles traveled from the starting point to the destination in order to receive reimbursement. Employees on county business shall be reimbursed for the cost of parking upon presentation of a valid, dated receipt.

ARTICLE 23 P.E.O.P.L.E. CHECKOFF

Section 23.1 The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

Section 23.2 The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within [five (5) to fifteen (15)] days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction, and a copy sent to AFSCME Ohio Council 8, Columbus Region, 6800 N. High St., Worthington, OH 43085. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

Section 23.3 An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

Section 23.4 The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 23.5 All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 24 HOLIDAYS

Section 24.1 Holidays The following holidays will be observed:

- | | |
|-----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Day | Veterans' Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas |
| Labor Day | |

Any other day proclaimed as a holiday by the Muskingum County Board of County Commissioners, Governor of the State of Ohio, or the President of the United States, so long as the Commissioners' Office is closed. Upon approval, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay.

Section 24.2 Observance of Holidays In the event that any of the holidays would fall on Saturday the Friday immediately preceding shall be observed as the holiday. In the event that any of the holidays should fall on Sunday, the Monday immediately following shall be observed as the holiday. Eligibility for the holiday pay shall be based upon the date specifically observed as the holiday.

Section 24.3 Work on Holidays Employees will not normally be required to work on the above-specified days, unless, in the opinion of the Department Head, or his designee, work needs to be performed. All hours worked on any of the listed holidays will be paid for at one and one-half (1 ½) times the employee's basic hourly rate of pay, in addition to the eight (8) hours of holiday pay. Employees called in to work on a holiday shall receive a minimum of three (3) hours call-in pay.

Section 24.4 Eligibility In order to be eligible for holiday pay, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved paid leave.

Section 24.5 Vacation When a paid holiday occurs during an employee's vacation or paid sick leave, the employee shall receive holiday pay and will not be charged a vacation day or sick day for the holiday.

Section 24.6 Premium Pay All employees who work on a day observed as a holiday shall receive eight (8) hours' holiday pay, and in addition, shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked on a holiday.

Section 24.7 Personal Day On January 1, each full-time employee shall be provided two (2) personal days per year. Employees hired between January and June shall be credited with one (1) personal day. If an employee is hired on July 1 or after, the employee is not be eligible to receive a personal day until the following January 1. Personal days must be taken in minimum increments of one (1) hour, subject to the prior approval of the Department head, or designee. The personal day must be taken by December 31 of each calendar year. A failure to use the personal day by December 31 shall result in the loss of the personal day. However, in the event the employee has requested to use the personal day on or before November 30 and such request was denied, the employee may receive payment for the personal day.

ARTICLE 25 UNIFORMS

Section 25.1 Uniforms The Employer shall continue to provide employees uniforms that it requires them to wear. All employees shall be entitled to receive one (1) pair of boots per calendar year. Coats and bibs shall be provided by the Employer every two (2) years. The Employer shall continue to provide any necessary gear such as gloves, rain gear, mud boots, safety vests, safety glasses, earplugs, hardhats, and any other materials necessary for the safety of the employees. The Employer shall replace uniform, boots or gear damaged during within the course of an employee's job duties at its discretion, upon the request of the employee.

ARTICLE 26 SICK LEAVE / BEREAVEMENT LEAVE

Section 26.1 Accrual All bargaining unit employees will be entitled to four and six-tenths (4.6) hours of paid sick leave for each eighty (80) hours in pay status.

Sick leave shall accumulate without limit.

Section 26.2 Sick Leave Uses Sick leave may be requested for the following reasons:

1. Pregnancy, childbirth, and/or related medical condition.
2. Illness or injury of the employee or of a family member of the employee's immediate family. In the case of a member of the immediate family not living in the same household, an employee may request sick leave only if the illness or injury is serious or the employee is needed to care for the family member. Immediate family is defined as the employee's mother, father, sibling, child, stepchild, grandchild, grandparent, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of a parent.

3. Medical, dental, or optical examinations or treatment of the employee or a member of his or her immediate family when such appointments cannot be scheduled outside of normal working hours.

Section 26.3 Reporting the Uses of Sick Leave All employees will be required to sign a written statement to justify the use of sick leave.

It is the responsibility of each employee to report any anticipated absence and the reason for the absence as soon as possible to the Employer. Employees must report any anticipated absence no later than one (1) hours prior to the start of their shift. If any employee has prior knowledge of a medical appointment, he/she must advise the Employer as far in advance as possible.

The Employer maintains the right to investigate any employee's absence or pattern of absences. The Employer may require a physician's written certification of the nature of any illness or injury during which the employee is on sick leave for three (3) days or more. The Employer may also require a fitness-for duty examination by a physician appointed by the Employer at the Employer's expense.

Section 26.4 Minimum Usage Sick leave shall be charged in minimum amounts of one (1) hour. Employee sick leave will be deducted for the actual time used in minimum increments of one (1) hour.

Section 26.5 Bereavement Leave The employee may take up to three (3) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is the same as for the use of sick leave. In the event an employee needs additional bereavement leave, the employee may use an additional two (2) days of accrued sick leave to cover the length of bereavement leave subject to the Department Head's discretion. If the employee does not have enough sick leave to cover the length of bereavement leave, the employee may use, for the balance of the leave, accrued but unused vacation leave or compensatory time subject to the prior approval of the Employer.

Section 26.6 Immediate Family For purposes of this article, "immediate family" is defined as an employee's: mother, father, sister, brother, child, stepchild, grandchild, grandparent, current spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.

Section 26.7 Sick Leave Entitlement Employees may participate in other County Personnel and Policies Procedures Manual sick leave programs provided to County non-bargaining general fund employees not delineated in this collective bargaining agreement. In the event the County implements a sick leave incentive program in its County Personnel and Policies Manual for other County non-bargaining general fund employees, bargaining unit employees shall be permitted to participate in the program pursuant to its guidelines.

ARTICLE 27 SICK LEAVE DONATION PROGRAM

Section 27.1 Eligibility for Receiving An employee is eligible to receive donated sick leave only when:

1. the employee, or a member of the employee's immediate family requiring the employee's care has a serious injury or serious illness;
2. the employee has no accrued, but unused paid leave time including compensatory time, vacation, and other paid leaves; and
3. the employee has not been approved to receive other paid leave benefits including workers' compensation or disability insurance.

Section 27.2 Donated Amount Limitations An employee may receive donated sick leave, at any one time, up to the number of hours the employee is normally scheduled to work each pay period.

Section 27.3 Voluntary Contributions The donation of sick leave is strictly voluntary in nature. No employee or group of employee shall, in any way, pressure or otherwise coerce an employee to donate sick leave. The Department Head, or designee, with the approval of the employee, may issue a memorandum explaining the need for leave donation. However, no disclosure will be made by the Department Head, or designee, absent consent of the employee.

Section 27.4 Limitations Employees may only donate sick leave to employees working for the same department head. If donating leave, employees shall provide a written statement indicating:

1. The name of the employee wishing to donate sick leave;
2. The name of the employee for whom the donated sick leave is intended;
3. The date of the request to donate sick leave;
4. The number of sick leave hours to be voluntarily donated, not to exceed forty (40);
5. Confirmation that the donating employee will have a sick leave balance of at least eighty (80) hours remaining following the donation; and
6. That the sick leave is donated voluntarily and the employee understands that the sick leave will not be returned.

The Department Head, or designee, will review the written request and confirm the information on the request. If all information on the request is accurate, the donor will sign it to substantiate the agreement to donate. All sick leave donations will be kept confidential. The employee

receiving donations will not be given the identity of donating employees by the Department Head or designee, to the extent allowable by law.

The employee receiving the sick leave shall then be notified of the hours of sick leave donated, and shall be paid for such sick leave, at the recipient’s regular hourly rate.

Section 27.5 Pay Periods Sick leave shall be administered on a pay period basis. Employees may make sick leave donations for subsequent pay periods provided that they are otherwise eligible to donate. Employees donating for one (1) pay period are not obligated to donate in subsequent pay periods.

Employees receiving sick leave donation shall be in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Employees accruing leave, while using donated leave, shall use such accrued paid leave in the following pay period prior to being eligible for any donated leave.

Donated leave shall not count as time worked toward the completion of a new hire probationary period.

ARTICLE 28 VACATION LEAVE

Section 28.1 Accrual

Vacation Leave is granted to employees based upon length of service, and number of hours normally scheduled in a biweekly pay period, in accordance with the following schedule. Vacation Leave pay for employees whose normal work schedule is less than 40 hours per week shall be pro-rated to the number of hours normally worked.

<u>Service Years</u>	<u>Vacation Accrual</u>
After 1 year	<i>2 weeks (up to 80 paid hours)</i>
After 8 years	<i>3 weeks (up to 120 paid hours)</i>
After 15 years	<i>4 weeks (up to 160 paid hours)</i>
After 25 years	<i>5 weeks (up to 200 paid hours)</i>

Employees earn vacation benefits for all hours worked in active pay status according to the following schedule.

<u>Employees who are entitled to:</u>	<u>Earn vacation at the following per hour rate:</u>
2 Weeks	.03875 hours
3 Weeks	.0575 hours
4 Weeks	.0775 hours
5 Weeks	.09625 hours

An employee is not entitled to receive Vacation Leave until completion of his first year of employment, at which time, the employee is credited with a lump sum [2 weeks] of Vacation Leave upon their anniversary date, (employees with prior public service of one year or more may accrue and begin use of vacation immediately upon re-employment in public service OAG 82-064). Thereafter, Vacation shall be accrued at the rate prescribed herein. However, upon completion of his eighth, fifteenth and twenty-fifth years of service, an employee will be credited with one week of Vacation, in addition to the Vacation accrued during the course of the previous year.

For purposes of calculating vacation, active pay status shall be defined as hours actually worked, paid Sick Leave, Vacation Leave, authorized paid Holidays, authorized Compensatory Time and Bereavement Leave. Additional Vacation Leave is not accrued through the accumulation of paid overtime.

Section 28.2 Prior Service Employees who have prior service with the East Muskingum Water Authority, or state or any other political subdivision of the State of Ohio or who were employed by the Employer previously and are re-employed, shall have their service credit for vacation accrual purposes calculated consistent with R.C. § 9.44. An employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the state or any political subdivision of the state on or after June 24, 1987, shall not have prior service with the state, any political subdivision of the state, or a regional council of government established in accordance with Chapter 167 of the Revised Code counted for the purpose of computing vacation leave. It is the employee's responsibility to provide the Fiscal Officer with proof of such prior vacation service credit.

Section 28.3 Vacation Eligibility No employee will be entitled to use vacation leave during his/her first year of employment.

Section 28.4 Vacation Carry-Over Employees may carry over unused vacation for up to three (3) years. Employees must use their vacation leave within the three (3) year period. Vacation not used within the three (3) year period will be lost by the employees, unless the employee has requested to take the unused vacation leave thirty (30) days prior to the employee's anniversary date and the request was denied. In the event the employee made a request to use vacation leave and that request was denied, the employee shall be paid for the unused vacation leave that was requested but denied.

Section 28.5 Vacation Scheduling Vacation leave may be taken by an employee in any amount of days or minimums of one (1) hour. Employees may sign up for vacation leave by December 1, for the next year. The Employer will post a sign-up sheet on the bulletin board along with a seniority list by November 1. Vacation scheduling shall be done by seniority. The Employer shall have the right to designate how many employees may be off at a given time in a given classification.

Any vacation time available but not signed up for by December 1 of the preceding year, using the above procedure, will be granted on a first-come first-serve basis, subject to the approval of

the Department Head, or designee. In the event the Department Head is available, written requests should be provided to the Department Head. In the event the Department Head is unavailable, requests should be provided to his designee. Vacation scheduling is subject to the approval of the Department Head, who may deny requests based upon the Water Department's operational needs, workload requirements or other business reason.

All vacation leave requests must be in writing and submitted in accordance with the time frames specified in this section. Seven (7) calendar days advance written notice is required when requesting more than one (1) day of vacation leave. Exceptions to these vacation request time-frames may be granted by the appointing authority, on a case by case basis. Requests not submitted in accordance with this requirement may be denied, at the option of the appointing authority.

No employee shall take vacation leave prior to notification of and approval by the appointing authority.

Section 28.6 Vacation Upon Separation Upon separation from employment, employees shall be entitled to compensation at his current rate of pay for all accrued but unused vacation leave to his credit at the time of separation, so long as the employee has been employed one (1) year.

ARTICLE 29 MILITARY LEAVE

Section 29.1 All employees who are conscripted for military duty are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties according to the provisions of State, Federal law and USERRA. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 30 DISABILITY AND PERSONAL LEAVE OF ABSENCE

Section 30.1 Disability Leave A member incurring any short term disability not duty-connected after he/she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The member shall apply for such leave, in writing, to the Employer;
- B. The member shall submit a physician's report with his/her application, including a statement regarding the nature of the disability and whether or not the member is able to work; and
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

Section 30.2 Personal Leave Employees may request personal leave according to the dictates of the County Personnel Policy Manual governing non-bargaining County G.F. employees.

ARTICLE 31 SICK LEAVE CONVERSION

Section 31.1

- A. In accordance with O.R.C. 124.39 upon retirement from active service with the County under PERS, an employee who has worked at least ten (10) years with the East Muskingum Water Authority or Muskingum County, the State of Ohio, or any of its political subdivisions, may elect to be paid one-fourth of the value of his accrued but unused Sick Leave credit. The maximum of such payment, however, shall be thirty (30) days. Upon resignation, layoff, discharge or other separation from employment with the County [other than retirement or death as provided for in this policy], the employee shall *not* be eligible to receive sick leave conversion compensation.
- B. Sick leave conversion payment is based upon the employee's hourly rate of pay or salary at the time of retirement. Payment shall be made only once, and shall eliminate all sick leave credit accrued by the employee.
- C. Eligible County employees retiring from active service shall complete a "Sick Leave Payment Upon Retirement" form to request sick leave conversion payment, and initiate approval and payment process.
- D. If an employee, who is eligible for retirement and sick leave conversion as provided for herein, dies while still in active service with the County, the surviving spouse or others [as specified in section 2113.04 O.R.C.] shall be granted a sick leave conversion payment for which the employee would have otherwise been entitled not to exceed thirty (30) days. The date of the employee's death shall be considered as the effective date of separation, with the sick leave conversion payment based upon the employee's rate of pay at the time of death.

ARTICLE 32 WAGES

Section 32.1 Wages Unless a different wage increase is set forth in Appendix C below, effective July 1, 2015, all bargaining unit employees shall receive a two percent (2%) wage increase. Effective July 1, 2016, all bargaining unit employees shall receive a two percent (2%) wage increase. Effective July 1, 2017, all bargaining unit employees shall receive a one

percent (1%) wage increase. **It is understood by the parties that, unless an employee moves positions, during the life of the agreement, bargaining unit employees will be paid as set forth in Appendix C.**

The parties agree that any employee receiving a wage adjustment in 2015 outlined in Appendix C are not eligible to receive the two percent (2%) wage increase effective July 1, 2015 due to the 2015 wage adjustment.

The wage scale in Appendix B shall remain for all three years of the agreement.

Section 32.2 New Hires New hires in the field and plant operations shall receive twelve dollars (\$12.00) per hour. Upon the successful completion of their one hundred eighty (180) day probationary period, new hires shall receive a fifty cent (\$0.50) per hour increase. However, new hires shall not be eligible for the annual wage increase until the June 30 after the completion of their probationary period.

Section 32.3 Certification Pay Employees shall be eligible to receive certification pay. For a Class I Operators certification, employees shall receive a fifty cent (\$0.50) per hour supplement. For a Class II Operators certification, employees shall receive a ninety cent (\$0.90) per hour supplement. For a Class III Operators certification, employees shall receive a one dollar and thirty cent (\$1.30) per hour supplement.

Employees shall receive a twenty-five cent (\$0.25) per hour supplement upon the receipt of a Distribution I or II certification.

Employees will only be eligible to receive a Class I Wastewater Operators License Supplement upon the prior approval of the Department Head.

In order to be eligible for the Certification Pay as outlined above, all exams for Certifications must be taken in the appropriate order. Employees will not be eligible to receive any Certification Pay until they have received the Certification and provide a copy to the Employer.

Employees shall not be eligible to seek any Certification until they have successfully completed their one hundred eighty (180) day probationary period.

Section 32.4 Accrued Sick Leave Incentive Bonus Payment Bargaining unit employee employed on the date of the tentative agreement (August 21, 2009) are eligible to receive a one (1) time payment “accrued sick leave incentive bonus payment” at the time of retirement based upon the following scale:

If an employee has eight hundred (800) hours of accrued, but unused sick leave, the employee will be credited with one (1) vacation day, or receive payment of the cash equivalent, whichever is requested by the employee.

If an employee has one thousand (1,000) hours of accrued, but unused sick leave, the employee will be credited with two (2) vacation days, or receive payment for the cash equivalent, whichever is requested by the employee.

If an employee has one thousand three hundred (1,300) hours of accrued, but unused sick leave, the employee will be credited with three (3) vacation days, or receive payment for the cash equivalent, whichever is requested by the employee.

If an employee has one thousand six hundred (1,600) hours of accrued, but unused sick leave, the employee will be credited with four (4) vacation days, or receive payment for the cash equivalent, whichever is requested by the employee.

If an employee has in excess of two thousand (2,000) hours of accrued, but unused sick leave, the employee will be credited with five (5) vacation days, or receive payment for the cash equivalent, whichever is requested by the employee.

The crediting of the vacation day(s) and/or payment of the cash equivalent based upon the employee's accrued, but unused sick leave threshold is achieved. Employees may only convert sick leave once in their careers.

ARTICLE 33 HEALTH INSURANCE

Section 33.1 Medical Insurance The Employer shall offer the group medical, dental and life insurance coverage for each employee available for other non-bargaining unit County General Fund employees as are enrolled in the County plan. It is agreed and understood that the schedule of benefits for employees shall be as set forth for all other County employees on the Muskingum County Health Plan, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. Employees shall make the same premium contributions for insurance coverage as the other non-bargaining County General Fund employees.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

Section 33.2 Premiums Employees shall contribute to the Muskingum County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 33.3 Life Insurance The Employer shall also provide to all full-time Employees term life insurance coverage.

**ARTICLE 34 DURATION, ENTIRE AGREEMENT, SUBSEQUENT
NEGOTIATIONS, AND WAIVER**

Section 34.1 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 P.M., on June 30, 2018.

Section 34.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 34.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Section 34.4 Waiver Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 35 EXECUTION

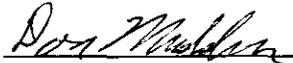
Section 35.1 Execution In witness whereof, the parties have executed this Agreement between Muskingum County Water Department and AFSCME, Ohio Council 8, as of the 3 day of September, 2015 in Zanesville, Ohio.

FOR THE UNION:

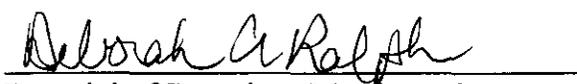


Eric Boyd, AFSCME Staff Representative

FOR THE MUSKINGUM COUNTY WATER DEPARTMENT:

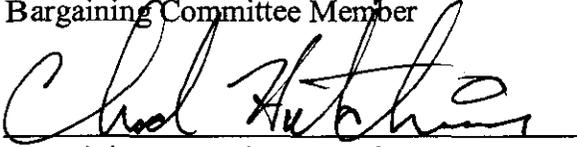


Don Madden

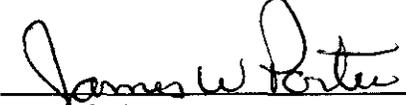


Bargaining Committee Member

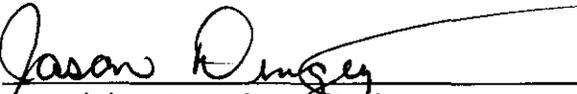
FOR THE MUSKINGUM COUNTY BOARD OF COMMISSIONERS:



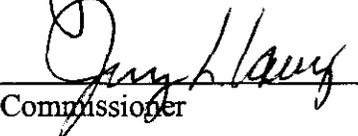
Bargaining Committee Member



Commissioner



Bargaining Committee Member



Commissioner

Commissioner

APPROVED AS TO FORM:

D. Michael Haddox
Prosecuting Attorney

MEMORANDUM OF UNDERSTANDING REGARDING OFFICE PERSONNEL

The Employer and Union hereby agree as follows:

1. Office personnel may be permitted by management only to perform occasional field work and/or occasional lab work solely at the discretion and direction of the Department Head;
2. The primary duties and job responsibilities of the office personnel shall remain their office duties, unless otherwise assigned by the Department Head;
3. If permitted to perform the occasional field work and/or lab work by the Department Head, the office personnel will continue to receive their wage rate of their office position;
4. Office personnel will be provided a lab coat to be worn while performing the occasional lab work;
5. Office personnel will be permitted to purchase clothing to be worn only while performing periodic field work. However, prior to purchasing any clothing, office personnel must obtain the prior approval of the Department Head;
6. Clothing purchased by the office personnel to be worn while performing the periodic field work will be required to be available at work in the event they are requested to perform field work;

APPENDIX A - JOB CLASSIFICATIONS

FIELD CLASSIFICATIONS – WATER DEPARTMENT

PAY GRADE – 02 FIELD OPERATOR 1 - LEVEL I

Entry level position, department can hire as many as deemed necessary in this classification. Employee works under the supervisor. Must have a CDL or be able to obtain within six (6) months of hire date. Performs other duties as assigned. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 03 FIELD OPERATOR 1 - LEVEL II

Minimum of two (2) years experience. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee works under the supervisor. Performs other duties as assigned. Must have a CDL. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 04 FIELD OPERATOR 2 - LEVEL I

Minimum of three (3) years experience. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee can work with limited supervision. Employee is learning basic skills as equipment operator and equipment maintenance and repair. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 05 FIELD OPERATOR 2 - LEVEL II

Minimum of five (5) years experience. Distribution I License Required. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee can work with limited supervision. Employee is an efficient equipment operator and performs equipment maintenance and repair. Employee can lead crew for basic waterline repair or installation without supervision. Employee has basic understanding of telemetry and SCADA. Employee can efficiently operate all required equipment. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 06 FIELD OPERATOR 3 - LEVEL I

Minimum of six (6) years experience. Distribution II License Required. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee can work with limited supervision. Employee is an efficient equipment operator and performs equipment maintenance and repair. Employee can lead crew for basic waterline repair or installation without supervision. Employee has basic understanding of telemetry and SCADA. Employee can efficiently operate all required equipment. Leads crew on a regular basis. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 07 FIELD OPERATOR 3 – LEVEL II

Minimum of seven (7) years experience. Class I Water Operator License Required. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as

part of crew. Employee can work with limited supervision. Employee is an efficient equipment operator and performs equipment maintenance and repair. Employee can lead crew for waterline repair or installation without supervision. Employee has understanding of telemetry and SCADA. Employee can efficiently operate all required equipment. Leads crew on a regular basis. Employee is capable of serving in absence of the Assistant Supervisor. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 08 ASSISTANT FIELD SUPERVISOR – LEVEL 1

Minimum of eight (8) years experience. Employee has or will obtain Class II Water Operator License within one (1) year. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee can work without supervision. Employee is an efficient equipment operator and performs equipment maintenance and repair. Employee can lead crew for waterline repair or installation without supervision. Employee has understanding of telemetry and SCADA. Employee can efficiently operate all required equipment. Leads crew on a regular basis. Employee possess basic technical skills for the construction of water lines, water tank repair and maintenance, pump repair and maintenance, PRV valve repair and maintenance, and all other water appurtenances. Employee works closely with Field Supervisor and Department Head Manager. Employee serves as the Field Supervisor in the absence of the Field Supervisor. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 09 ASSISTANT FIELD SUPERVISOR – LEVEL 2

Minimum of ten (10) years experience. Employee has Class II Water Operator License. Employee displays an understanding of waterline repair and maintenance, self motivated, works well as part of crew. Employee can lead crew for waterline repair or installation without supervision. Employee has understanding of telemetry and SCADA. Employee can efficiently operate all required equipment. Leads crew on a regular basis. Employee possess technical skills for the construction of water lines, water tank repair and maintenance, pump repair and maintenance, PRV valve repair and maintenance and all other water appurtenances. Employee works closely with Field Supervisor and Department Head Manager. Employee serves as the Field Supervisor in the absence of the Field Supervisor. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE - 10 FIELD SUPERVISOR

Minimum of twelve (12) years experience. Employee has Class II Water Operator License. Responsible for all crew scheduling, meter reading, hydrant flushing, repairs, breaks extensions, and installations as time permits. Assures all work is done in a safe, timely, accurate, and efficient manner and assumes full responsibility for all field personnel. Assures that all field operations, buildings, property, and associated equipment belonging to the department are maintained in a regular preventative and responsible manner. Recommend any replacement of equipment to the Department Manager. Maintains inventory control and orders supplies as needed. Investigates and repairs reported leaks. Notifies customers of outages, road closures, and boil advisories. Must be able to train, instruct, and lead a crew. Assists contractors and

engineering firms in the planning and inspection of new construction projects. Prepares reports as required or needed. Maintain close and regular communications with the Plant Supervisor and Department Head Manager. Employee understands telemetry and SCADA. Employee can efficiently operate all required equipment. Employee possess technical skills for the construction of water lines, water tank repair and maintenance, pump repair and maintenance, PRV valve repair and maintenance and all other water appurtenances. Employee works closely with Department Manager. Performs other duties as assigned. Must have a CDL and transport own equipment to all job sites. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PLANT CLASSIFICATIONS – WATER DEPARTMENT

PAY GRADE –11 PLANT OPERATOR 1 - LEVEL I

Employee works under the direct supervision of the Plant Supervisor. Upon employment, employee must obtain a temporary conditional laboratory certification within three (3) months then submit to an on-site operational survey at the next scheduled laboratory certification renewal inspection. Employee obtains lab certification within one (1) year of employment. Employee will become familiar with and assist in the operation of the treatment plant and well field, learning the skills to maintain proper water levels and water quality within the water system (including but not limited to telemetry equipment and SCADA). Employee will become familiar with proper sampling procedures, lab analyses, and recordkeeping practices. After the receipt of a lab certification, the employee will be required to collect and/or analyze water samples, prepare samples for offsite laboratory testing (if required), and maintain proper tracking records of all samples collected as directed. The employee may also assist the Field Supervisor in the checking of and maintaining booster pump stations, storage tanks, fire hydrant maintenance and flushing, GIS locating, and valve exercising. Employee will become familiar with all potential hazards and strictly practice all safety measures as required. Performs other duties as assigned. Occasional exposure to outdoor elements; normal office conditions; occasional climbing of heights up to one hundred fifty (150) feet; exposure to hazardous chemicals; exposure to loud noise for an extended period of time, occasional heavy lifting up to one hundred (100) pounds. Performs other duties as assigned.

PAY GRADE –12 PLANT OPERATOR 1 – LEVEL II

Minimum of two (2) years experience. Class I Water Supply Operators License required. Employee works with limited supervision of the Plant Supervisor and occasionally directs the work of others. Duties same as Plant Operator I. Performs other duties as assigned.

PAY GRADE –13 PLANT OPERATOR 2

Minimum of three (3) years experience. Class II Water Supply Operators License required. Class I Wastewater Operators License required or ability to pass the exam within one (1) year. Employee works with limited supervision of the Plant Supervisor. Duties same as Plant Operator 1 & 2 with the addition of becoming familiar with required reports and deadlines to the Ohio EPA; mandated laboratory and distribution system sampling schedules; treatment and laboratory chemical inventories, ordering procedures of supplies; scheduling of hydrant flow testing; tracking of annual water usage/loss for each PWS; maintenance and tracking sales vs. flow of bulk water stations. Responsible for scheduling all lagoon testing, maintenance, and monthly reporting. Employee shall serve as the Operator of Record in the absence of the Plant Supervisor. Performs other duties as assigned.

PAY GRADE – 14 ASSISTANT PLANT SUPERVISOR

Employee works in conjunction with the Plant Supervisor overseeing all activities encompassing the daily operation of the Muskingum County Water Treatment Plant. Duties may include personnel supervision, training, scheduling of work assignments, report preparation and submission, recordkeeping, and maintaining a good working relationship with the State regulatory officials. Employee will be certified with the Ohio EPA as an “Operator of Record”.

Employee must hold a Class II Ohio EPA issued Water Supply Operators License, with at least five (5) years of water department experience, three (3) years of which must be in a treatment plant at the time of the appointment. Employee must have a Class I Ohio OPA Wastewater Operators License or having passed the exam and is an Operator in Training. Performs other duties as assigned.

PAY GRADE –15 PLANT SUPERVISOR

Minimum of five (5) years experience. Class II Water Supply Operators License and Class I Wastewater Operators License required. Oversees all activities encompassing operations of the Water Treatment Plant including personnel supervision, training, scheduling of work assignments, report preparation, recordkeeping, and maintaining good working relationship with state regulatory officials and department manager. Working knowledge of current EPA rules and regulations. Responsible for all duties listed in Plant Operator 1 & 2 classifications. Performs other duties as assigned.

OTHER CLASSIFICATIONS – WATER DEPARTMENT

PAY GRADE – 02 Locator – Level 1

Minimum of two (2) years of experience. Employee demonstrates a good working knowledge of the location of various water mains, distribution lines, meter locations, service lines, and other water appurtenances. Employee is self motivated and works well with limited supervision. Employee will be responsible for marking waterline locations for all OUPS calls and various other construction activities. Employee may be responsible for collecting final water meter readings, performing re-reads of meters, and installing or removing water meters as required. When not performing Locator duties, employee will work with the field crew. Performs other duties as assigned. Must have a CDL. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 04 Locator – Level 2

Minimum of five (5) years of experience. Employee demonstrates an excellent working knowledge of the location of various water mains, distribution lines, meter locations, service lines, and other water appurtenances. Employee is self motivated and works well without supervision. Employee will be responsible for marking waterline locations for all OUPS calls and various other construction activities. Employee may be responsible for collecting final water meter readings, performing re-reads of meters, and installing or removing water meters as required. When not performing Locator duties, employee will work with the field crew. Performs other duties as assigned. Must have a CDL. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

PAY GRADE – 02 Meter Technician

Employee shall be responsible for reading, recording, and providing data to the office staff to allow for the accurate billing of the water department customers. Employee is self motivated and works well with limited supervision. Employee will repair or replace defective meters, answer customers service calls, collect final water meter readings, and re-reads of water meters. Install or remove water meters as needed to assist the accurate operation of the water billing system. Employee shall work with the field crew as work schedule allows. Performs other duties as assigned. Must have a CDL. Exposure to outdoor elements and some high traffic areas. Frequent heavy lifting.

APPENDIX B - WAGE SCALE

PAY GRADES FOR CLASSIFICATIONS		
PAY GRADE	CLASSIFICATION	STARTING RATE
01	Office Clerks	\$11.70
02	Field Operator 1 - Level I	\$12.00
11	Plant Operator 1 - Level I	
02	Locator 1 - Level I	
02	Meter Technician	
03	Field Operator 1 - Level II	\$12.75
12	Plant Operator 1 - Level II	
04	Field Operator 2 - Level I	\$13.25
04	Locator 1 - Level II	
05	Field Operator 2 - Level II	\$14.00
13	Plant Operator 2	\$14.50
06	Field Operator 3 - Level I	
07	Field Operator 3 - Level II	\$15.25
08	Asst. Field Supervisor - Level I	\$15.75
09	Asst. Field Supervisor - Level II	\$16.50
15	Plant Supervisor	\$17.90
10	Field Supervisor	

NOTE: When an employee is promoted to the next classification level they will receive a twenty-five cent (\$0.25) increase.

APPENDIX C - 2015 WAGE ADJUSTMENTS FOR CURRENT EMPLOYEES*

EMPLOYEE	CLASSIFICATION	CURRENT WAGE	CONTRACT WAGES
Jeff Schneider	Field Operator 1 - Level I	\$11.75	\$12.50 first contract year \$12.75 second contract year \$12.88 third contract year
Heath Prater	Field Operator 1 - Level I	\$11.75	\$12.50 first contract year \$12.75 second contract year \$12.88 third contract year
James Montgomery	Field Operator 1 - Level I	\$13.00	\$13.26 first contract year \$13.53 second contract year \$13.67 third contract year
Shawn Moore	Field Operator 1 - Level I	\$12.79	\$13.05 first contract year \$13.31 second contract year \$13.44 third contract year

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Jason Dingey	Field Operator 3 - Level II	\$14.30	\$15.61 first contract year 2016- \$16.58 will be moved to Level 8 which is included in the 2016 pay rate 2017 – \$16.58 + 1% = \$16.75
Jim Echelberry	Assistant Field Supervisor	\$15.61	\$16.83 first contract year \$17.68 second contract year \$17.86 third year contract
Chad Hutchins	Field Supervisor	\$18.05	\$19.18 first contract year \$20.58 second contract year \$20.79 third contract year
Kenny Battinger	Plant Operator 1 – Level II	\$14.86	\$15.16 first contract year \$15.46 second contract year \$15.62 third contract year
Dirk George	Plant Operator 1 – Level II	\$16.20	\$16.53 first contract year \$16.86 second contract year \$17.03 third contract year
Jerry James	Assistant Plant Supervisor	\$17.55	\$18.54 first contract year \$19.55 second contract year \$20.38 third contract year
Debbie Ralph	Plant Supervisor	\$18.99	\$20.13 first contract year \$21.27 second contract year \$22.40 third contract year
Cindy Ronk	Billing Clerk	\$14.31	\$14.60 first contract year \$14.89 second contract year \$15.04 third contract year
Brenda Maneely	Billing Clerk	\$15.63	\$15.94 first contract year \$16.26 second contract year \$16.42 third contract year