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Contract by and Between

Burr Oak Regional Water District

And

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME LOCAL 11 AFL-CIO

Ohio Civil Service Employees Association
AFSCME Local 11, AFL-CIO

January 1, 2016

Through

December 31, 2018

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PREAMBLE

This Agreement is hereby entered into by and between the Burr Oak Regional Water District (BORWD) and it's employees, has as its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1. Bargaining Unit Defined.

The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all full time employees included in the bargaining units, described in the State Employment Relations Board's Case Number 01-REP-01-0025. For purposes of this Agreement, the bargaining units are deemed as follows:

Included:	All employees of Burr Oak Water Plant in the classification of Operator in Training, Equipment Operator I & II, Distribution Foreman / lead worker and Plant Operator I, II, & III.
Excluded:	All confidential, management-level, supervisory, fiduciary, temporary and part-time employees.

Section 2. Employee Defined.

The term "employee" or "employees" as used in this Agreement, shall refer to those persons included in the bargaining unit.

ARTICLE 2 - NON-DISCRIMINATION

2.01 - Non-Discrimination

There shall be no discrimination, harassment or pressure by the Employer or the Union, OCSEA/AFSCME, Local 11, or bargaining unit members against any employee on the basis of such employee's membership or non-membership in the Union or on account of race, color, creed, religion, sex, age, or handicap.

The Employer shall not solicit bargaining unit employees to make political contributions or to support any political candidate, party or issue.

2.02 - Agreement Rights

No employee shall be discriminated against, intimidated, restrained, harassed or coerced in the exercise of rights granted by this Agreement, nor shall reassignments be made for these purposes.

ARTICLE 3 - UNION RIGHTS

3.01 - Access

It is agreed that the BORWD shall grant reasonable access to stewards, professional union representatives and chapter officers, defined to include President and Vice President, for the purpose of administering this Agreement. The Employer may provide a representative to accompany a non-employee union representative where security or treatment considerations do not allow non-employee access.

The Union shall furnish to the Employer in writing the names of the union representatives and their respective jurisdictional areas as soon as they are designated. Any changes shall be forwarded to the Employer by the Union as soon as changes are made.

3.02 - Stewards

The Employer agrees to recognize one local steward and one alternate, as designated by the Union. Stewards and chapter officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work at the sole discretion of BORWD and so long as operational needs are met.

3.03 - Meeting Space

The Union may request use of BORWD property to hold meetings. Where feasible, the Employer will provide such space. Such meetings will not interrupt BORWD work and will not involve employees who are working. Such requests will not be unreasonably denied.

3.04 - Bulletin Boards

The Employer shall provide a reasonable number of bulletin boards for the use of the Union.

3.05 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed fifteen (15) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

3.06 - Printing of Agreement

The parties will mutually share the cost of printing this Agreement.

ARTICLE 4 - CHECKOFF

4.01 - Dues Deduction

The Employer will deduct bi-weekly membership dues payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deductions of dues or fair share fees, whichever was in effect prior to the interruption of payroll status, commencing the first pay period of work.

Except for establishing payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions for Employer sponsored programs and organizations, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer.

4.02 - Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representative service fee. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

4.03 - Maintenance of Membership

All employees in the bargaining units who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. Employees who wish to terminate their membership may do so by providing written notice to the Union at is principal offices during a thirty (30) day period commencing sixty (60) days prior to the expiration date of this Agreement.

4.04 - Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the Employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in The Ohio Revised Code, Section 4117.08 (C), Numbers 1-9, and Chapter 6119.

ARTICLE 6 - PROBATIONARY EMPLOYEES

6.01 - Probationary Periods

All newly hired shall serve a probationary period of one hundred eighty (180) days. Promoted and laterally transferred employees shall serve a probationary period of ninety (90) days.

If a promoted or laterally transferred employee fails to perform all job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

The Employer may require employees who are demoted to serve a trial period equal to one-half of the regular probationary period for the classification, during a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

A probationary period for an employee may be extended by mutual agreement between the Union and Management.

During an initial probationary period, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

The Employer will not modify the duration of a probationary period of a classification(s) without the agreement of the Union.

6.02 - Promotional/Lateral Transfers Probationary Period

Employees who are promoted or laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.

Where a single classification involves work which varies substantially among different positions within the classification, the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-

half of the regular probationary period for the classification, during a lateral transfer trial period, the employee may elect to return to his/her previous position if approved by the Employer.

ARTICLE 7 - HEALTH AND SAFETY

7.01 - General Duty

Occupational health and safety are the mutual concern of the Employer, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations, and Agency safety rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

7.02 - Working Alone

BORWD will develop practices and procedures to minimize as much as possible any situations where employees work alone in potentially hazardous areas and, in those cases where employees are required to work alone, BORWD will develop practices and procedures to minimize as much as possible any potential risk to the affected employees. A periodic check on the safety of employees who work alone in potentially hazardous areas will be made or a means of communication to the work site base location will be provided to employees who work alone in potentially hazardous areas.

7.03 - Duty to Report

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report, on forms furnished by the Employer, no matter how slight the accident/incident.

7.04 - Vehicle Inspection

All BORWD vehicles which are operated by employees shall be inspected annually by the BORWD. The BORWD shall maintain a program to certify qualified inspectors who shall make a comprehensive inspection. Any deficiencies revealed by such inspection shall be promptly corrected by the BORWD.

7.05 - Water and Restroom Facilities

Safe, chilled drinking water will be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment except for road or field crews. Road or field crew working at a fixed location such as a construction site shall have access to a port-a-john. Whenever restroom facilities are not available, the Employer will make a good faith effort to provide transportation for employees to travel to a restroom upon request.

7.06 - Emergency Phone Use

Employees shall promptly be notified of and permitted to answer incoming emergency phone calls and make return emergency calls.

ARTICLE 8 - WORK WEEK SCHEDULES AND OVERTIME

8.01 - Standard Work Week

The week shall commence with the shift that includes 12:01 Sunday of each calendar week and end at the start of the shift that includes 12:00 midnight the following Saturday. Pay periods will be two week segments, containing 80 hours at regular rate of pay, plus any overtime if required and approved by Plant Superintendent. (For operational needs, a standard work week could contain 50 hours in one week, following with thirty hours the following week for some operators, to prevent segmented work schedules.) Work schedules will be determined by the Plant Superintendent.

8.02 - Work Schedules

It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time, including persons on leave (excluding disability leave).

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work shift (i.e., hours of the day) and days of the week and work area.

BORWD will notify employees of any changes in their work hours as soon as it is aware of such.

Work schedules for employees who work in seven (7) day operations shall be posted at least fourteen (14) calendar days in advance of the effective date. The work schedule shall be for a period of at least twenty-eight (28) days and shall not be changed within that period, except in accordance with reassignment as provided for in Section 8.05. The parties recognize that there are certain jobs which require non-standard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new non-standard work schedules. The Union may request a meeting with the Employer to discuss the impact of such schedules. Non-standard work schedule assignments shall not be arbitrary or capricious.

8.03 - Meal Periods

No employee shall be required to take less than thirty (30) minutes or more than one (1) hour for meal period. Meal periods will usually be scheduled near the midpoint of a shift.

Employees shall not normally be required to work during their meal period. Those employees who by the nature of their work are required by their supervisor to remain in a duty status during their meal period may, with the approval of their supervisor, either shorten their workday by the length of the meal period or else have their meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable. A supervisor will honor an employee's choice where reasonably possible.

8.04 - Rest Periods

The BORWD shall maintain the current practices in effect for rest periods.

8.05 - Reassignments

A. Temporary reassignments, may be required:

1. To meet abnormal work loads;
2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
3. Pending recruitment.

Temporary reassignments under this Section shall in no case exceed thirty (30) workdays (unless mutually agreed to). Reassignment shall be on a seniority basis within the work area within the classification needed to provide the temporary coverage. Unless otherwise required by law, should more than one employee desire the available temporary reassignments, such reassignment shall be awarded on the basis of seniority, with the most senior employee being given first choice. Unless otherwise required by law, should no employee desire the reassignment, the least senior employee shall be reassigned first.

B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed thirty (30) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.

C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.

D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.

E. The creation of additional float or relief positions is an appropriate topic for Labor/Management Committee meetings.

8.06 - Report-In Locations

All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time. For all employees,

extenuating and mitigating circumstances surrounding tardiness shall be taken into consideration by the Employer in dispensing discipline.

8.07 - Overtime

Employees shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees who wish to be called back for overtime outside of the regular hours shall have a residence telephone and shall provide their phone number to their supervisor.

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented him/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime.

An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

An employee's posted regular schedule shall not be changed to avoid the payment of overtime. On duty status employees will be canvassed for overtime assignments first.

EMERGENCY OVERTIME

In the event of an emergency, notwithstanding the terms of this Article, the Agency Head or designee may assign someone to temporarily meet the emergency requirements, regardless of the overtime distribution.

8.08 - Call-Back Pay

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of three (3) hours at the straight time regular rate of pay or actual hours worked at the overtime rate, whichever is greater providing such time does not abut the employee's regular shift. Call-back pay at straight time is excluded from the overtime calculation.

An employee called back to take care of an emergency shall not be required to work for the entire three (3) hour period by being assigned non-emergency work.

8.09 - Report Pay

Employees who report to work as scheduled and are then informed that they are not needed will receive three (3) hours pay at regular rate.

8.10 - Payment for Overtime

All employees shall be compensated for overtime work as follows:

1. Hours in an active pay status more than forty (40) hours in any

work week, shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour of such time over forty (40) hours;

2. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay and includes, but is not limited to, vacation leave, and personal leave. Sick leave shall not be considered as active pay status for purposes of this Article.

COMPENSATORY TIME

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than eighty (80) hours worked in any pay period. Compensatory time off will be earned on a time and one-half (1-1/2) basis. The maximum accrual of compensatory time shall be one hundred twenty (120) hours. Compensatory time must be used within 270 days from when it was earned. When maximum accrual time is rendered, payment shall be made. Compensatory time not used within 270 days shall be paid to employee at regular rate of pay. A maximum of 80 hours compensatory time to be paid in any one pay period. Compensatory time to be used in units of no less than one (1) hour.

8.11 - Flextime/Four Day Work Week

Where practical and feasible as determined by management, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending times;
2. Compressed work week, such as four 10-hour days;
3. Other flexible hour concepts.

8.12 - Emergency Leave

Essential employees shall be required to work during emergencies. Essential employees who do not report as required during an emergency must show cause that they were prevented from reporting because of the emergency.

ARTICLE 9 - PROMOTIONS, TRANSFERS AND RELOCATIONS

9.01 - Applications

All employees may file timely applications for posted positions if they possess and are proficient in the minimum qualifications contained in their classification specifications and position description.

9.02 - Nepotism

No employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse

or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

ARTICLE 10 - LAYOFF AND RECALL

10.01- Notice of Reduction

The Employer will if practicable, notify the Union and all affected bargaining unit employees at least fourteen (14) calendar days in advance of its intent to reduce the work force and will at the time of notice, provide the Union with a current, updated seniority list. In case where it is not practicable to give fourteen (14) days notice, the Employer shall give as much notice as is possible.

10.02 - Reduction

Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented.

1. All employer's casual, intermittent, temporary, new hire probationary, and part-time employees in the department affected by the layoff shall, in that order be terminated or laid off as the case may be.
2. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority of the remaining employees in the classification of layoff.
3. A laid off employee shall have the option of bumping a less senior employee in any classification in which the employee is qualified to do the job. An employee is deemed qualified to perform the work in all departments when he/she possesses the skills to do the job and only need familiarization with the job procedures.

10.03 - Recall Rights

Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their seniority (most senior recalled first) or (2) thereafter occur in other similarity or lower rated classifications within the Employer's bargaining unit work force, for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first). An employee is deemed qualified to perform the work in all departments when he/she possesses the skills to do the job and only needs familiarization with the job procedures.

Such vacancies in the classification or other lower or similarly rated classification shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees

shall retain recall rights for a period of twelve (12) calendar months from their effective date of displacement.

10.04 - Recall Notice

Written notice of recall from layoff shall be delivered or mailed to the Union steward and shall be delivered to the employee by certified mail. Failure of an employee to contact the Employer and return to work within fourteen (14) calendar days after delivery of the recall notice to the employee shall constitute a forfeiture of an employee's rights to recall.

10.05 - Reduction Severance Pay

Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due to such employees. This final pay will be paid to the employee within fourteen (14) days after the employee's last day of employment.

ARTICLE 11 - POSITION DESCRIPTIONS

11.01 - Position Descriptions

New employees shall be provided a copy of their position descriptions. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description and classification specification.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 - Grievance Procedure

A. A grievance procedure(s) is defined as any complaint that supervisory personnel is in non compliance with a specific provision of this Agreement. Said grievance(s) may be filed by the employee or the Union. When a grievance(s) may be filed by the employee or the Union. When a grievance(s) arises it may be resolved through the following procedure.

Step 1.

An employee shall first attempt to settle any grievance verbally with his/her supervisor within fifteen (15) days of when he/she has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. If the grievance is not referred to Step (1) of this procedure within fifteen (15) days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based, it shall be considered satisfactorily resolved. Once the grievance has been referred to the immediate supervisor, he/she will have fifteen (15) days to answer the grievance. The answer shall be given to the grievant and the Steward.

Step 2.

If not satisfactorily resolved in Step (1), the grievance will be reduced to writing, signed by the employee and steward, and appealed in writing to the BORWD District Board within ten (10) days of the Step (1) answer. The Board shall take up the grievance at the next regularly scheduled meeting, or at a special meeting arranged for this purpose. The employee and his/her steward shall meet with the Board. The Board shall respond in writing within ten (10) days of the Meeting.

Step 3. Arbitration

A. Should a grievance remain unsettled at Step 2, the Union may appeal it to arbitration by notifying the Employer of its intent to arbitrate within twenty (20) days of receipt of the Step 2 answer.

B. A joint request shall be sent to the Federal Mediation and Conciliation Service requesting the names of seven (7) arbitrators limited to the State of Ohio. Upon the receipt of the names, the Union and Employer will alternately cross off the names until one remains, that person being selected as the arbitrator.

C. All decisions of the Arbitrator shall be final and binding upon all parties participating. Both the Union and the Employer shall equally share the expenses and fee for the Arbitrator.

D. The arbitrator shall have no power to add to, subtract from, change, modify, or amend any part of this Agreement.

E. The limitation provided for in this Article may be extended by mutual written agreement of the Union and Employer.

F. A grievance based on an event which raises an issue of identical interest common to a group of employees, may be filed by the Union as a class-action grievance.

ARTICLE 13 - PERFORMANCE EVALUATION

13.01 - Performance Evaluations

Employer may use performance evaluation pursuant to Ohio Administrative Code, Chapter 123:1.29. Measure of employee performance and job description shall be criterion applied. The performance evaluation may not be a factor in layoffs. Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have not been noted. A statement of the employee's objections and comments may be attached to and put in the personnel file. Employees who receive less than a satisfactory evaluation will be considered for disciplinary action.

ARTICLE 14 - PERSONNEL RECORDS

14.01 - Personnel Record

An employee's official personnel file will contain all material required by law, and will be maintained within the BORWD main office, except as may be specifically provided by law. Only materials in an employee's official personnel file shall be available to the public. Employee's and their authorized union representative shall have the right to review the contents of their personnel files, with reasonable notice to the supervisor. No persons except those authorized by the employee, and individuals whose job entails access to personnel files, shall be permitted to review the employee's personnel file, except as required by the O.R.C. Employees can place documents relevant to his/her work performance in their personnel file. A copy of any material placed in the employee's file, which might lead to disciplinary action or negatively effect an employee's job security, shall be provided the employee.

14.02 - Review of Personnel Files

Employees and/or their authorized union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by O.R.C. Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of documents in the files shall be honored at no charge.

No persons except those authorized by the employee and those whose job entails access to personnel files shall be permitted to review employees' personnel files, except as required by the Ohio Revised Code.

14.03 - Employee Notification

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employees' job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without this procedure, the material will be removed from the file and returned to the employee at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

ARTICLE 15 - DISCIPLINE

15.01 - Standard

The Employer shall have the right to discipline employees for just and proper cause, as determined by the Employer. Disciplinary action shall not be imposed upon an employee except for just cause.

The following progressive steps of discipline will normally be followed, except in cases of aggrieves employee actions.

A. **FIRST OFFENSE;** One oral reprimand, with note in employees file.
B. **SECOND OFFENSE;** One written reprimand, with possibility of one-day suspension without pay, as determined by Plant Superintendent.
C. **THIRD OFFENSE;** Suspension without pay, or termination, as determined by District Management and Plant Superintendent.

All disciplinary actions, other than verbal warnings, will be sent to the employee by certified mail or given to the employee in person. A copy of all such discipline shall be sent to the Union. Notes of disciplinary actions will be removed from the employee's personnel file, twenty-four (24) months from the date of occurrence, provided there is no intervening disciplinary action during the twenty-four (24) month period.

A bargaining unit employee, other than a new hire probationary employee, shall have the right to appeal disciplinary actions through the grievance procedure provided in this Agreement.

ARTICLE 16 - HOLIDAYS

16.01 - Observance

The following holidays will be observed:

New Year's Day - First day in January
Martin Luther King, Jr's Birthday - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - Fourth day of July
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veteran's Day - Eleventh day of November
Thanksgiving Day - Fourth Thursday in November
Christmas Day - Twenty-fifth day of December
Any other day proclaimed by the Governor of the State of Ohio or the President of the United States.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday.

Employees whose work assignment is to a seven day operation, the holiday shall start at 12:01 a.m. For clarification, (due to seven day operation, shift schedules, etc.) On duty operators will be paid holiday pay for holiday hours included in their shift, on the recognized holiday, from 12:01 a.m. to 12:00 p.m.

Employees normally scheduled to work more than eight (8) hours in a day will receive holiday pay for the actual holiday hours they are on duty during the holiday. For example, employees who work a ten (10) hour day will receive ten (10) hours holiday pay, if the entire ten (10) hour shift fell on the holiday. Employees will alternate schedules whose day off falls on the recognized holiday shall have their next scheduled day designated as the holiday for purpose of this Article.

Upon request an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personnel time or leave without pay.

An employee with an alternate work schedule is entitled to the same number of holidays and paid holiday hours as regularly scheduled employees.

16.02 Work On Holidays

Employees required to work on a holiday will be compensated at the rate of one and one half (1-1/2) times their regular rate of pay plus eight (8) hours regular rate of pay.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 8. No employees' posted schedule or days off shall be changed to avoid holiday premium pay. Once posted, the employees' schedule shall not be changed, except that an employee who is scheduled to work on the holiday may be directed not to report to work on the holiday. The Plant Superintendent reserves the right to determine the number of employees needed to work the holiday.

16.03 - Eligibility for Holiday Pay

An employee whose scheduled work day off falls on a holiday will receive holiday pay for that day.

An employee on vacation or sick leave during a holiday will not be charged vacation or sick leave for the holiday.

ARTICLE 17 - VACATIONS

17.01 - Rate of Accrual

Permanent employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than eighty (80) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of	Service Hours Earned Per 80 Hours In Active pay Status Per Pay Period	Accrual Rate Annual Amount Per 2080 Hours In Active Pay Status

Less than 1 year	3.1 hours	80 hours (upon Completion one Year of service)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours

17.02 - Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied but no more than 80 hours in a pay period.

Annual Rate of Vacation	Maximum Accumulation
120 hours	360 hours
160 hours	480 hours
180 hours	540 hours
200 hours	600 hours

17.03 - Procedure

Vacation leave shall be taken only at times mutually agreed to by the BORWD and the employee and shall be used and charged in units of one (1) hour. The BORWD may establish minimum staffing levels for the facility which could restrict the number of concurrent vacation leave requests which may be granted. Employees must present management with a verbal or written vacation request a minimum of thirty (30) days in advance.

Employees who work in seven day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one month in advance of this date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order.

Employees in seven day operations can also request vacations at other times of the year with appropriate thirty (30) day advance notice. If more employees request vacation than can be released, request will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

All employees shall request vacation according to district policy unless the Employer and Union agree otherwise. The Employer shall not deny a vacation request, unless it would work a hardship on other employees or the district, as determined by the Employer. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee will not exceed on years accrual.

If an employee going on vacation desires that his/her pay check be mailed to a given address during the vacation, he/she may make a written request to this effect. Such requests will be honored. No vacation will be granted on holiday weeks.

17.04 - Payment Upon Separation

An employee or an employee's estate will be paid for accrued vacation upon termination of BORWD service at the time that the employee receives his/her paycheck for the final period of work. Employees separating from employment with less than six (6) months total service will not be paid for any accrued vacation.

17.05 - Disposition of Work During Vacation

Insofar as practicable, during an employee's vacation the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done in his/her absence.

17.06 – Emergency Vacation request and approval

The employer shall accommodate emergency vacation requests of up to 20 hour a year.

ARTICLE 18 - SICK LEAVE

18.01

All full time employees shall receive 3.1 hours of sick leave for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Employees that are on approved leave of absence or receiving workers compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work because of illness or injury of the employee. The amount of sick leave charge against an employees' accrual, shall be the amount used, charged in hour units.

SICK LEAVE POLICY

18.02 - Purpose

The purpose of this sick leave policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use.

18.03 - Definition

A. Sick Leave
Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:
   1. Failure to notify the supervisor of medical absence;
   2. Failure to complete standard sick leave form;
   3. Failure to provide physicians verification when required;
   4. Fraudulent physician verification.

C. Misuse of sick leave:
   1. Use of sick leave for which it was not intended.

18.04 - Notification

When an employee is sick and unable to report to work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within three (3) days. Such physician's statement must be signed by the physician or his/her designee.

Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to BORWD report procedures.

18.05 - Unauthorized Use or Abuse of Sick Leave

When unauthorized us or abuse of sick leave is substantiated, the employer will effect corrective action by referencing the article pertaining to DISCIPLINE. The union representative will be notified three (3) days prior to disciplinary action.

18.06 - Carry Over and Conversion

Full time employees will be offered the opportunity to convert any unused part of their sick leave they accrued for that year, from November 1, through November 1 the subsequent year, at a rate of fifty percent (50%) of the employees regular rate of pay, to be paid the first pay received in December. An employee not exercising this right will automatically have these hours carried forward. An employee shall be permitted to carry over accumulated sick leave up to 1040 hours. An employee upon separation, retirement or death shall convert accrued sick leave at the time of separation, at a rate of fifty percent (50%) of the employees' regular rate of pay. An employee who is discharged for cause will receive none of his sick leave.

ARTICLE 19 - OTHER LEAVES WITH PAY

19.01 - Jury Duty

Leave with pay at regular rate shall be granted for service upon a jury. Employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury when not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called for jury duty shall submit to BORWD any juror fees received in excess of fifteen ($15) dollars per day.

19.02 - Bereavement Leave

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purpose of this Article to include: spouse or significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification. Part-time employees shall receive bereavement leave with pay for the hours that they are normally scheduled to work.

19.03 - Voting

If an employee is required to work overtime on an election day and the employee has not voted by absentee ballot, the Employer will make every reasonable effort to alter the overtime schedule so the employee can vote.

19.04 - Witness Duty

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate. Second or third shift employees shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees called to witness duty shall submit any witness fees received (excluding travel and meal allowances) to BORWD. The employee shall notify the BORWD designee immediately upon receiving a subpoena.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 - Unpaid Leaves

The Employer shall grant unpaid leaves of absence to employees upon request for the following reasons:

A. Extended Illness

For an extended illness up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer as to determine the employee's ability to return to work. If the employee is determined to by physically capable to return to work, the employee may be terminated if he/she refuses to return to work. In the event of conflicting medical opinion in Worker's Compensation Cases, the order of the Industrial Commission District Hearing Officer shall be controlling with regard to the employee's ability to return to work.

20.02 - Application for Leave

A request for a leave of absence shall be submitted in writing by an employee to the BORWD. A request for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

20.03 - Authorization for Leave

Authorization for, or denial of, a leave of absence shall be promptly furnished to the employee in writing by the BORWD designee.

20.04 - Failure to Return From Leave

Failure to return from leave of absence after the expiration date thereof may cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

20.05 - Application of the Family and Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act. For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

20.06 - Military Leave

If an employee enters military service, his or her employment will be separated with the right to reinstatement in accordance with federal statutes.

ARTICLE 21 - TOOLS & TRAVEL

21.01 - Tools

The BORWD shall furnish and maintain in good condition the equipment needed by employees to perform their jobs. However, certain employee classifications, e.g., Auto Mechanic, may be required to furnish their own equipment, including but not limited to hand tools.

If employees are required to furnish their own tools or equipment, the Employer shall replace such tools or equipment when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer. The tools or equipment will be replaced with like tools or equipment.

Each employee shall furnish a complete list of his/her tools or equipment, including an accurate description and replacement cost, to his/her immediate supervisor in writing within thirty (30) days from the effective date of this Agreement. An employee shall keep such list current.

21.02 - Travel

If BORWD requires an employee to use his or her personal vehicle, the District shall reimburse the employee with a mileage allowance equal to the Internal Revenue's rate, but not less than thirty (30) cents per mile.

ARTICLE 22 - SERVICE CONNECTED INJURY AND ILLNESS

22.01 - Health Insurance

Employees receiving Worker's Compensation benefits for a claim arising from employment with the BORWD who have health insurance shall continue to be eligible for health insurance at no cost to the employee, including the employee's share of share costs, for a period not to exceed twenty-four (24) months. The Employer has the right to recover such payments if the Worker's Compensation claim is determined to be non-compensatory.

22.02 - Coverage for Workers' Compensation Waiting Period

An employee shall be allowed full pay at regular rate during the first seven (7) calendar days of absence when he/she suffers a work-related injury or contracts a service-related illness with a duration of more than seven (7) days. If the injury/illness has a duration of more than fourteen (14) days and the employee receives Worker's Compensation benefits for the first seven (7) days, the employee will reimburse the Employer for the payment received under this Article.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances pending determination of a Workers' Compensation claim, the Employer shall allow the employee to buy back those leave balances within

two pay periods after Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances through an assignment of benefits.

22.03 - Other Leave Usage to Supplement Workers' Compensation

Employees may utilize sick leave, personal leave or vacation to supplement Workers' Compensation benefits up to one hundred percent (100%) of the employee's regular rate of pay.

ARTICLE 23 - BENEFITS

23.01 - Health Care; Eligibility; Open Enrollment

A. General

1. The Employer shall provide comprehensive health care to all permanent full-time employees. Employee's share of healthcare will be One Hundred Thirty five dollars (135.00) per month.

2. The addition of dependents or changes from single to family may occur if requested within thirty-one (31) days of any of the following events:

   a. After marriage, which coverage becomes effective the first day of the month following the month of application.
   b. Prior to expected birth or after the birth of a child, which coverage becomes effective with the birth of child.
   c. After the receipt of documentation of final authorization of adoption or legal guardianship of a child, which coverage is retroactive to the first day of the month during which the event occurs.
   d. Loss of group coverage through the employee's spouse due to:
      (1) Spouse being laid off.
      (2) Spouse being removed voluntarily or involuntarily.
      (3) Spouse dies.
      (4) Final decree of divorce.
      All of the above ((d) 1-4) must be supported by proper documentation.
   e. Return to work through order of arbitration or settlement of a grievance.

3. Coverage may be changed at any time under any of the following conditions:

   a. Husband and wife coverage changes from:
      (1) Two singles to one family.
      (2) Family coverage in one name to family

coverage in the other name.

(3) One family to two singles.

b. Change from family to single coverage.

c. Enrollment in a health plan after return from an authorized leave of absence.

B. Eligibility

All permanent full-time employees shall be eligible for health benefits.

1. The following dependents are eligible for coverage:
   a. The employee's current legal spouse.
   b. The employee's unmarried children until the end of the month in which they reach nineteen (19) (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children who normally reside with the employee); the employee's unmarried dependent children who reside with the employee or are attending an accredited school and/or are wholly dependent upon the employee for maintenance and support until the end of the month in which they reach age twenty-three (23).
   c. Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.
   d. Unmarried children of any age who are incapable of self-support due to mental retardation or a physical handicap, whose disability began before age twenty-three (23) and who are principally dependent on the employee if enrolled prior to their twenty-third (23rd) birthday. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.
   e. Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

When both spouses in a family are employed by the BORWD, one or the other may carry family coverage; or both may carry single coverage, provided that the spouse may not be listed as a dependent under the family coverage.

Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Section 31.01, provided the employee continues to contribute his/her share of the premium.

C. COBRA

If an employee terminates his/her employment or separates from BORWD service (other than for gross misconduct), the Employer will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Alternately, the Employer shall make available conversion to an individual medical policy.

D. Life Insurance

Group life insurance in the amount of fifteen thousand dollars ($15,000) shall be provided to the employees. This benefit will be reduced by thirty-five percent (35%) at age sixty-five (65) and by seventy-five percent (75%) at age seventy (70).

Group accidental death and dismemberment insurance, in the amount of fifteen thousand dollars ($15,000), shall be provided by the Employer. This benefit will be reduced by thirty-five percent (35%) at age sixty-five (65) and by seventy-five percent (75%) at age seventy (70).

ARTICLE 23A - ELIGIBILITY

23A.01 - Eligibility will be pursuant to current Ohio law and BORWD policy.

Employees with less than eight (8) years service shall be entitled to receive disability leave benefits for a maximum of twenty four (24) months. Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall be entitled to receive disability leave benefits up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.

23A.02- Disability Review

The Employer shares the concern of the Union and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Union shall review such concerns as time frames, paper flow, and possible refinement of procedural mechanisms for disability claim approval.

23A.03 - Insurance Providers and Third Party Administrators

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator, the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

ARTICLE 24 - WAGES

24.01 - Definitions

"Classification salary base" is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

"Step rate" is the specific value within the pay range to which the employee is assigned.

"Base rate" is the employee's step rate plus longevity adjustment.

"Regular rate" is the base rate (which includes longevity) plus all applicable supplements.

"Total rate" is the regular rate plus shift differential, where applicable.

Notwithstanding any other provision of this agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

24.02 - General Wages

PAY RANGE SCALE - EFFECTIVE 1/01/2016

POSITION	PAY RANGE	STEPS						
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
EQUIPMENT OPERATOR I	08	14.94	15.30	15.73	16.27	16.87	17.55	18.06
(YELLOW BOOK + 1 STEP)								
EQUIPMENT OPERATOR II		16.19	16.73	17.35	17.96	18.86	19.69	
DISTRIBUTION FOREMAN / LEAD WORKER		16.92	17.75	18.61	19.53	20.49	21.50	
CLASS I OPERATOR	28	15.02	15.25	15.75	16.59	16.73	17.35	18.06
CLASS II OPERATOR	29	15.75	16.19	16.73	17.35	18.06	18.86	19.69
CLASS III OPERATOR	30	16.73	17.35	18.06	18.86	19.69	20.52	21.52
TREATMENT PLANT OPERATOR IN TRAINING	06	14.17	14.51	14.88	15.20	15.58		
PLANT SUPERVISOR	12	20.80	21.91	23.06	24.29	25.60	26.96	28.39
DISTRICT MANAGER								
ADMINISTRATIVE ASSISTANT								

PAY RANGE SCALE - EFFECTIVE 1/01/2017

POSITION	PAY RANGE	STEPS						
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
EQUIPMENT OPERATOR I	08	15.04	15.40	15.83	16.37	16.97	17.65	18.16
(YELLOW BOOK + 1 STEP)								
EQUIPMENT OPERATOR II		16.29	16.83	17.45	18.06	18.96	19.79	
DISTRIBUTION FOREMAN / LEAD WORKER		17.02	17.85	18.71	19.63	20.59	21.60	
CLASS I OPERATOR	28	15.12	15.35	15.85	16.69	16.83	17.45	18.16
CLASS II OPERATOR	29	15.85	16.29	16.83	17.45	18.16	18.96	19.79
CLASS III OPERATOR	30	16.83	17.45	18.16	18.96	19.79	20.62	21.72
TREATMENT PLANT OPERATOR IN TRAINING	06	14.27	14.61	14.98	15.30	15.68		
PLANT SUPERVISOR	12	20.90	22.01	23.16	24.39	25.70	27.06	28.49
DISTRICT MANAGER								
ADMINISTRATIVE ASSISTANT								

PAY RANGE SCALE - EFFECTIVE 1/01/2018

POSITION	PAY RANGE	STEPS						
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
EQUIPMENT OPERATOR I	08	15.09	15.45	15.88	16.42	17.03	17.70	18.21
(YELLOW BOOK + 1 STEP)								
EQUIPMENT OPERATOR II		16.34	16.92	17.50	18.11	19.01	19.84	
DISTRIBUTION FOREMAN / LEAD WORKER		17.07	17.91	18.76	19.68	20.64	21.65	

CLASS I OPERATOR	28	15.17	15.40	15.90	16.74	16.88	17.50	18.21
CLASS II OPERATOR	29	15.90	16.34	16.88	17.50	18.21	19.01	19.84
CLASS III OPERATOR	30	16.88	17.50	18.21	19.01	19.84	20.67	21.77
TREATMENT PLANT OPERATOR IN TRAINING	06	14.33	14.66	15.03	15.35	15.73		
PLANT SUPERVISOR	12	20.95	22.06	23.21	24.44	25.75	27.11	28.54
DISTRICT MANAGER								
ADMINISTRATIVE ASSISTANT								

Class III Operator pay range thirty (30) is deleted except for the employee who holds that classification. When the employee leaves employment of Burr Oak Regional Water District the classification will be eliminated.

24.03 - Step Movement

Newly hired employees will move to the next step in their pay range after completion of probation. Subsequent step movement shall occur after one (1) year of satisfactory service following the completion of probation.

24.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee an increase of approximately four percent (4%).

24.05 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total BORWD service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%), times the number of years services, times the first step of the pay rate of the employees' classification, to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service. They shall not be affected by promotion, demotion, or other changes in classification.

24.06 - Shift Differential

Bargaining unit members who are regularly assigned to work shifts shall receive a shift differential of thirty-five cents ($.35) per hour for each hour worked in shift beginning between the hours of three (3) p.m. and three (3) a.m. The shift differential shall be added to the employees' regular rate of pay.

24.07 - Accreditation, Licensor or Certification Requirements

If accreditation, licensor or certification requirements of a position are changed and an employee serving in such a position does not possess the requirements, the affected employee shall meet such requirements as soon as reasonably possible.

ARTICLE 25 - INDEMNIFICATION

The Employer agrees to indemnify employees from liability incurred in the performance of their duties in accordance with Ohio Revised Code Section 9.87 and other related O.R.C. provisions. Further the Employer may indemnify employees, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code under Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

There shall be no strike/no lockout during the term of this Agreement pursuant to O.R.C. Chapter 4117.

ARTICLE 27 - SAVINGS

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 28 - DURATION

28.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period January 1, 2016 through December 31, 2018 and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective modification of this Agreement. Any amendments providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the Union and the BORWD representative. Upon its execution, such amendment shall supersede any existing

provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement.

ARTICLE 29 - MISCELLANEOUS

29.01 - Agreement

To the extent that this Agreement addresses matters covered by conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this Agreement, except for O.R.C. Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws, unless the state law is of statewide concern.

29.02 - Operating of Rules and Laws

To the extent that State statues, regulations or rules promulgated pursuant to O.R.C. Chapter 119 or Appointing Authority directives provide benefits to BORWD employees in areas where this Agreement is silent, such benefits shall be determined by those statues, regulations, rules or directives.

The Employer will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.

29.03 - Successor

In the event that the Employer, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new employer.

The employer shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close a facility or part thereof it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer.

A. The BORWD will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;

B. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;

C. In cooperation with the Union, the BORWD will aggressively search for any available program assistance for the purpose of

job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resources assistance in both the public and private sectors.

29.04 - Errata

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

Signed and dated at Burr Oak Regional Water District on 16th day of October, 2015.

For the Union:

Chris Mabe OCSEA President

Ralph Davis

Kevin Plant

Jeff Freeman Negotiator

For the District:

Roger McCauley

Kent Nichols