



ORIGINAL

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**CONTRACT**

**between**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**and**

**OHIO COUNCIL 8**

**and**

**LOCAL UNION 2798**

**American Federation of State, County  
and Municipal Employees, AFL-CIO**

**Effective January 1, 2012 through December 31, 2014**

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# CONTRACT

## PURPOSE

This Contract is made between the Northeast Ohio Regional Sewer District (hereinafter referred to as the "District"), Ohio Council 8 and Local 2798, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") who have, through good faith negotiations, reached certain agreements regarding the relationship of the District and the employees of the District. The term "employee" or "employees" where used herein refers to all employees in the Union's sole and exclusive bargaining unit. The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The purpose of this Contract is to provide a fair and reasonable method of enabling employees to participate through Union representation in the establishment of the policies of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

## ARTICLE 1 RECOGNITION

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

Included: Building Maintenance Person; Custodial Worker; Electrical Instrument Technician; Equipment Operator; Field Technician; Field Technician Operator; Instrument Technician; Maintenance Worker; Operator/Technician; Plant Clerk; Plant Maintenance Electrician; Plant Maintenance Machinist; Plant Utility Maintenance Person; Plant Utility Maintenance Person-Welder; Storekeeper; Storekeeper S; Systems Utility Maintenance Person; Tool Crib Attendant; Utility Maintenance Person-Instrument Technician; Utility Maintenance Person-Plant Maintenance Electrician; Utility Maintenance Person-Plant Utility Maintenance Person; Utility Maintenance Person-Systems Utility Maintenance Person; Utility Maintenance Technician; Utility Maintenance Technician-Equipment Operator; Fleet Services Mechanic; Fleet Services Worker; Wastewater Plant Operator.

Excluded: All employees hired after January 1, 1979, with the classification of Clerk I or II, Engineering Aid I and II; Programmer; Lab Assistant; all Technicians not specifically included; Chemist; Biologist; Draft Person; administrative employees (including all employees in the Employee Resources Department); management-level employees; confidential employees; co-op students; professional employees (as defined by law); office clerical employees; security employees; supervisors (as defined by law); students; part-time, seasonal and casual employees.

Should the abolished classifications Plant Maintenance Mechanic and/or Wastewater Plant Utility Operator B be recreated, the classification(s) shall be included in the bargaining unit represented by Ohio Council 8 and Local 2798.

1.2. The District is committed to providing equal employment opportunities for all persons, regardless of race, color, national origin, language, religion, citizenship status, sex, age, marital status, sexual orientation, gender identity, military/veteran status, disability, status with regards to public assistance, and political affiliation. Equal opportunity extends to all aspects of the employment relationship, including but not limited to hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

Neither the District nor the Union shall discriminate in any manner relating to employment on the basis of sex, color, race, religion, national origin, ancestry, disability or age.

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

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.1. The Union recognizes the District as the body of authority solely vested with the right to run the District. It shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied, except as expressly limited under this Contract. Nothing in this Article shall be construed to restrict or to limit any management authority. The District has no duty to bargain over its decision or the effects of such decisions.

2.2. Except as limited under this Contract, Management Rights include, but are not limited to, the right:

- (a) to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, or reprimand, suspend, discharge or discipline for just cause;
- (b) to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed;
- (c) to determine the manner in which the work is to be processed or to be subcontracted to outside independent companies;
- (d) to determine the District's goals, objectives, programs and services, and to utilize personnel in a manner determined by the District to effectively and efficiently meet those purposes;

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

2.3. Unless otherwise restricted by an express term of this Contract, all rights are exclusively reserved by the District. Further, the exercise of any enumerated or reserved Management Rights shall not be the subject of negotiation during the term of this Contract, either with respect to the decision or its effects.

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

3.1. All employees in the bargaining unit covered by this Contract who are members of the Union on the date this Contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the duration of this Contract, continue to be members of the Union, and the District will not honor dues deductions (check off) revocations from any such employees except as provided herein.

3.2. The District shall make payroll deductions from pay or wages of employees upon submission of a signed check off card from the employee effective the first full pay period after ninety (90) days from the employee's date of hire. An employee shall have the right to revoke

such authorization by giving notice to the District and the Union during the first twenty (20) days of the (30)-day period preceding the termination of this Contract, December 1, 2014 through December 21, 2014.

3.3. The District shall deduct Union dues on each payday from members of the Union. The deducted amount shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, at an address designated by the Union in writing. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the District will make successive deductions until the amount to be deducted has been satisfied. The Union shall advise the District, in writing, of the amounts to be deducted. The deducted amounts shall be remitted to the Union within fifteen (15) calendar days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: (a) for employees for which deductions were made, the name of the employee and amount deducted; and (b) the name of each employee who has been dropped from the prior check off list and the reasons for the omission.

3.4. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment effective the first full pay period after ninety (90) days from the employee's date of hire.

3.5. The fair share fee amount shall be certified to the District by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

3.6. Payment to the Union of the fair share fees shall be made in accordance with the regular dues deduction procedures provided herein. The District shall provide the Union with an alphabetical list of the names of those employees who had a fair share fee deducted, along with the amount of the fair share deduction.

3.7. The District's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification outside the recognized bargaining unit.

3.8. The Union shall indemnify and save the District harmless from any action growing out of deductions hereunder and commenced by an employee against the District for complying with any of the provisions of this Article.

#### **ARTICLE 4 REPRESENTATION**

4.1. The District will recognize for the purpose of union representation local union officers, stewards and alternate stewards, upon notification from the Union indicating the name and jurisdiction of the respective Union officials.

4.2. The Union shall have stewards and alternates who shall act as the steward in the absence of the steward or when the steward is otherwise unable to act as follows:

Southerly Plant:                    Operations – 2 stewards and 2 alternates;  
Maintenance and Stockroom – 1 steward and 1 alternate

Westerly Plant:                    Operations – 1 steward and 1 alternate;  
Maintenance and Stockroom – 1 steward and 1 alternate

Easterly Plant:                    Operations – 1 steward and 1 alternate;  
Maintenance and Stockroom – 1 steward and 1 alternate

Maintenance Services:    2 stewards and 2 alternates

4.3. Stewards shall be given reasonable time for the processing of grievances. However, before beginning the processing of a grievance, the steward shall first receive permission from his/her supervisor. The following procedures shall be adhered to in processing grievances:

- (a) An employee having a grievance as defined herein shall notify his/her immediate supervisor and may request him to call his/her steward. The supervisor, in turn, shall make arrangements to have the steward leave his/her job, as promptly as convenient, based upon the needs of the steward's department and the employee's department;
- (b) When it is necessary for a steward to enter a department (or a section of a department) supervised by a supervisor other than his/her own, he/she shall report first to the supervisor in charge (if he/she is available) and advise him of the purpose of his/her being there; and
- (c) Stewards and the Union President will not abuse this procedure.

4.4. Only the steward who actually processes the grievance (or his/her successor) and the Union President shall be permitted to attend grievance meetings and/or an arbitration hearing on the grievance. This Section shall not prohibit grievants from appearing as witnesses at an arbitration hearing on their own grievance(s).

4.5. The District agrees to provide the Union President with an office at the Union President's permanent work location to be used for the sole purpose of conducting Union business.

4.5.1. The District agrees to allow the Union president (or his/her designee) eight (8) hours per week time off with pay for purposes of conducting Union business.

4.5.2. This time off shall be taken in not more than two- (2-) four- (4-) hour segments and shall be taken subject to the notice requirements set forth in Paragraph 4.3 of this Article.

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

4.7. If it is necessary to leave the plant site for authorized Union business, the Union officer will first obtain authorization through proper supervisory channels. Such authorization shall not be unreasonably withheld.

4.8. The Union President and Vice President shall remain on their respective shifts.

4.8.1. The District shall endeavor to schedule Union officials, stewards and alternate stewards on their respective shifts during their term of office.

4.8.2. The Union shall recognize the need of the District to reschedule employees in order to facilitate operations.

4.9. The Union shall furnish the District with a written list of Local Union officers, stewards, and alternate stewards, and shall promptly notify the District, in writing, of any changes therein.

4.10. Stewards and alternate stewards must work in the department which they represent and shall not function as Union representatives elsewhere, except that all Storekeepers shall be represented by the Plant Maintenance Services stewards and alternates of their respective work locations.

4.11. No Union meetings or other Union activities shall take place during working hours without prior approval of the District, except in the Union Office.

4.11.1. A steward may discuss a grievance with any employee and his/her supervisor only after being requested in accordance with the grievance procedure.

4.12. The District agrees to provide the Union President and Union stewards super seniority for purposes of layoff or reduction in force during the terms of their respective offices.

## **ARTICLE 5 DISCIPLINE**

5.1. An employee who is disciplined shall be mailed, via certified mail, return receipt requested, or hand delivered, a written notice stating the reason for the disciplinary action within fourteen (14) calendar days after the incident.

5.1.1. The Union President and the employee's steward shall be given a copy of the written disciplinary notice.

5.1.2. The fourteen (14) day period shall be triggered by the District's discovery of the incident when the activity giving rise to the discipline is discovered during or is the object of a criminal investigation.

5.2. In case of suspension or discharge, employees shall have the right to have their stewards present; and, if the employee so requests, he/she shall be promptly granted an interview, in a place provided by the District, with his/her steward before being required to leave the plant.

5.3. In imposing discipline on a current charge, the District will not take into account any infractions, which occurred more than two (2) years previously.

5.4. Discharges may be appealed beginning at STEP 4 of the grievance procedure.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

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

6.2. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the District. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the District or the Union, which tend to impair or weaken the grievance procedure are improper.

6.3. Grievances shall be processed in the following manner:

STEP 1– Immediate Supervisor.

Any employee having a complaint shall first discuss the problem with his/her immediate supervisor. The employee may request his/her supervisor to call his/her steward. If the problem is not settled to the employee's satisfaction, the employee may file a grievance through the following procedure:

STEP 2 - Superintendent.

The grievance shall be reduced to writing within fourteen (14) calendar days after the event giving rise to such grievance or within fourteen (14) calendar days of the date the grievant could reasonably be expected to have knowledge of such events. The grievance shall be dated and signed by the grievant and the steward and shall set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of occurrence and the relief or remedy requested). The steward shall present the grievance to the grievant's superintendent. The superintendent (or his/her designee) shall meet promptly with the steward and the

grievant to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented. The superintendent (or his/her designee) shall give a written answer to the steward within fourteen (14) calendar days after the meeting.

STEP 3 – Department Director.

If the grievance is not satisfactorily settled in STEP 2, the grievance may, within fourteen (14) calendar days after receipt of the written STEP 2 answer, be appealed to the appropriate department director (or his/her designee). The appropriate department director (or his/her designee) shall promptly meet with the Local Union President and the steward to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented.

The appropriate department director (or his/her designee) shall give a written answer to the Local Union President within fourteen (14) calendar days after the STEP 3 meeting. The grievant may participate at STEP 3 of the Grievance Procedure with no loss in pay. The employee may participate only with respect to his/her individual grievance, and will be released to participate in that grievance only for the time period that the grievance is being considered.

STEP 4 — Director of Human Resources.

If the grievance is not satisfactorily settled at STEP 3, the Union may, within fourteen (14) calendar days after receipt of the written STEP 3 answer, appeal the grievance in writing to the Director of Human Resources of the District (or his/her designee). The Director of Human Resources of the District (or his/her designee) shall promptly meet with the Local Union President (or his/her designee) and the involved steward and the Ohio Council 8 Director and/or staff representative to resolve the grievance but in no event later than fourteen (14) calendar days after the grievance was presented. The Director of Human Resources of the District (or his/her designee) shall give a written answer to each grievance to the Union within fourteen (14) calendar days after the STEP 4 meeting. In the event the relief sought in the grievance is not granted, the answer shall set forth the reason or reasons for the denial of the grievance but this answer shall not be considered all inclusive.

6.4. Upon receipt of the District's STEP 4 written grievance response, the Union may request grievance mediation, in writing to the District not later than sixty (60) calendar days following mailing of the District's STEP 4 response.

6.4.1. The District will advise the Union in writing within fourteen (14) calendar days of mailing whether or not it agrees to proceed to grievance mediation. If the District elects not to proceed to grievance mediation, the Union may proceed to arbitration pursuant to the grievance arbitration procedure set forth below.

6.4.2. The request for grievance mediation shall not toll the time period for filing a demand for arbitration. However, all relevant time periods shall be tolled if the parties proceed to grievance mediation.

6.4.3. Notwithstanding the preference that participation in grievance mediation be conducted on a voluntary basis, the Union may take up to four (4) grievances per calendar year to grievance mediation without the District's consent.

6.5. If the parties proceed to grievance mediation, unless otherwise agreed, the parties will contact the Federal Mediation and Conciliation Service and request that a mediator be appointed.

6.5.1. The mediator shall serve in an advisory capacity in an effort to mediate the grievance dispute.

6.5.2. The mediator will attempt to mediate the dispute and offer an advisory opinion with respect to the merits of each party's case.

6.5.3. Nothing in the procedure shall be binding and settlement discussions, as well as the mediator's comments and opinions, shall not be admissible in any subsequent proceedings. Under no circumstances shall a mediator serve as both mediator and arbitrator for the same grievance.

6.5.4. Fees and expenses of the mediator, should there be any, shall be shared equally by the District and the Union.

6.6. A policy grievance may initially be presented at STEP 4 of the grievance procedure.

## **ARTICLE 7 ARBITRATION**

7.1. If the grievance is not satisfactorily settled at STEP 4, the Union may, within sixty (60) calendar days after receipt of the written STEP 4 answer, submit the grievance to final and binding arbitration.

7.2. The fees and expenses of the arbitrator shall be borne equally by the Union and the District. The grievant, his/her steward, the Local Union President and any witness shall not lose regular pay for scheduled work days while attending the arbitration proceedings.

7.3. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his/her decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the

provisions of this Contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case. All costs directly related to the services of the arbitrator shall be borne equally by the parties.

7.4. The decision of the arbitrator shall be final and binding upon the District, the Union and the employee(s).

7.5. All pre-arbitration grievance settlements reached between the District and the Union shall be final, conclusive, and binding on the District, the Union and the employee(s), provided that a grievance may be withdrawn by the Union at any time. The withdrawal of any grievance(s) shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

7.6. All time periods will be governed by receipt/sending of written document as set forth in the Contract. Telephonic or other communications are unacceptable to trigger/fulfill the written notification requirements set forth in the Grievance Procedure. The time limits set forth in the grievance procedure may be extended by mutual written agreement of the District and the Union.

7.7. The parties will attempt to mutually agree to select an arbitrator from the panel set forth below. If such an agreement cannot be reached, the parties will use the alternative strike method to select an arbitrator. For the first arbitration between the parties during the term of this Contract, the Union shall be the first to strike a name. In subsequent arbitrations, the first to strike will alternate between the parties. The remaining name shall be designated as the arbitrator to hear the dispute in question. The panel consists of the following names:

James Mancini

Harry Graham

John Weisheit

Nels Nelson

Daniel Zeiser

Jonathan Klein

Gregory Van Pelt

7.8. Notwithstanding anything to the contrary contained in this Contract, the District and Union may agree to select an agreed upon arbitrator or mediator whose name is not on the panel set forth in Section 7.8.

**ARTICLE 8  
UNION VISITATION**

8.1. The Ohio Council 8 staff representative shall be permitted to enter the District's premises during working hours upon prior approval of the District.

**ARTICLE 9  
UNION BULLETIN BOARDS**

9.1. The District shall provide the Union with bulletin boards at mutually selected locations for the purpose of posting Union notices. All bulletin board notices of the Union shall bear the signature of an official of the Local Union and/or Ohio Council 8. Such notices shall be restricted to:

9.1.1. Notice of union meetings;

9.1.2. Union elections and results;

9.1.3. Union appointments;

9.1.4. Union recreational and social affairs; and 9.1.5. Employment notices.

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

**ARTICLE 10  
PROBATIONARY PERIOD**

10.1. New employees shall be hired on probationary status for a period of ninety (90) calendar days.

10.1.1. During the probationary period, the District shall have the sole right to discipline or terminate any probationary employee, and such discipline or termination shall not be subject to the provisions of the grievance procedure contained in this Contract.

10.1.2. Probationary periods for employees in certain classifications or units may exceed ninety (90) calendar days where the complexity or the duties of a position warrant it. The District and the Union shall mutually agree to such extended probationary periods.

10.1.3. New employees shall not be permitted to bid on jobs under the provisions of this Contract for nine (9) months, subject to Paragraphs 10.4 and 10.5 hereof.

10.2. During the probationary period, employees shall have no seniority under this Contract. Upon completion of the probationary period, seniority shall be retroactive to the date of hire.

10.3. If an employee whose employment has terminated for any reason whatsoever is rehired, he/she shall be considered a new employee and be subject to the provisions of Paragraph 10.1 of this Article.

10.4. In the event a vacancy occurs in the classification of Maintenance Worker, the District shall allow Custodial Workers who have successfully completed their probationary period but have not been employed for nine months to bid on the job of Maintenance Worker.

10.5. In the event a vacancy occurs in a classification, all non-probationary employees interested in the posted job must submit a bid by the end of the posting period. In the event there are no eligible and qualified bidders for the posted job, the District shall consider probationary employees who are qualified but otherwise ineligible under the contract before considering applicants who are not District employees.

## **ARTICLE 11 SENIORITY**

11.1. District seniority shall be an employee's uninterrupted length of continuous service with the District in this bargaining unit, but including, where applicable, seniority carried over from employment with the City of Cleveland as established in prior contracts.

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

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off or on a leave of absence for any reason for a period of more than twenty-four (24) consecutive months, except in the event of a workers' compensation leave in which case the period shall be thirty-six (36) consecutive months;
- (d) Is absent without leave for three (3) consecutive work days and fails to give proper excuse or notice of the reasons for such absence, unless the failure to give notice was beyond the reasonable control of the employee;
- (e) Fails to report for work when recalled from layoff within ten (10) calendar days after which the District sends notice, by certified mail, to the last known address provided by the employee; and
- (f) Leaves this bargaining unit. When an employee leaves the bargaining unit to work in a non-bargaining unit capacity in the District, the employee shall retain his/her seniority rights until the employee satisfactorily completes his/her probationary period. Once the employee satisfactorily completes his/her

probationary period, the employee shall have no seniority rights with respect to the bargaining unit. However, if the employee subsequently returns to the bargaining unit, he/she will assume the seniority as of the time the employee left the bargaining unit.

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

## **ARTICLE 12 TEMPORARY ASSIGNMENTS**

12.1. The District shall avoid the scheduling of temporary assignments whenever possible. In the event it is necessary to schedule a temporary assignment, said temporary assignment shall not exceed thirty (30) calendar days except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; (2) to provide vacation relief scheduling; (3) to temporarily fill an opening pending permanent filling of such opening; or (4) to meet an emergency situation.

12.2. An employee shall be allowed to refuse a temporary assignment; provided, however, that temporary assignments shall then be offered to the qualified employee with the most District seniority, and in the event such employee refuses the temporary assignment, it shall be offered to the qualified employee(s) with the next most District seniority in succession, and the qualified employee with the least District seniority must accept the transfer.

12.3. When an employee is temporarily transferred to another job classification, which is lower than his/her regular rate, he/she shall receive his/her regular rate of pay.

12.4. When an employee is temporarily transferred to another job classification, which is higher than his/her regular rate, he/she shall receive the higher rate of pay if he/she works in the other classification for two (2) full days or more, payable back to the beginning of the temporary transfer.

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

## **ARTICLE 13 VACANCY AND PROMOTION/LATERAL TRANSFER**

13.1. When a vacancy occurs, or a new job is created, the District shall post a notice of the opening on all bulletin boards for fourteen (14) consecutive calendar days. The notice shall contain the job classification title, rate of pay, plant, and job description. Employees who wish to be considered for the posted job must file a written application (on forms provided by the District) by the end of the posting period. Job announcements and the bids resulting therefrom

shall remain in effect for six (6) months from the date the bidding period ends, such that subsequent vacancies arising in the same job classifications and unit within six (6) months of the end of the first bidding period shall not be reposted, so long as the original list generated by the initial posting is used. A bid list will be created from all applicants who meet the minimum qualifications for the position.

13.2. All applications timely filed will be reviewed by the District and the job will be awarded within fourteen (14) calendar days after expiration of the posted notice. Except in cases of Lateral Transfers, all applicants who meet the minimum qualifications for the position will be interviewed. The District will award the position to the applicant with the most skill, ability and experience. In determining the applicant with the most skill, ability and experience, the District shall consider the qualifications for the position, any special requirement reasonably related to the job being performed, and the employee's work record, including attendance and disciplinary record. If the skill, ability and experience of two or more applicants are substantially equal, District seniority shall govern. At the end of the fourteenth (14th) day, a notice will be posted showing the results of the job posting. The effective date to begin such new job assignment will be contained within the award announcement. Applicants may refuse a position based on its location. The applicant will remain on the bid list with no repercussion throughout the six (6) month period of the original posting.

13.3. An employee awarded a job under these provisions will serve ninety (90) calendar days probation to determine if the employee is qualified for the job. Probation may be extended by mutual agreement between the District and the Union because an employee is absent for an extended period during the ninety (90) day probationary period or other good cause, but the District must notify the Union President of the request to extend at least seven (7) days prior to the end of the regular probationary period. If he/she qualifies and remains on the job, he/she shall not be permitted to make another bid or lateral transfer within the next nine-month period, beginning with the date of job award. If he/she fails to qualify, he/she shall be returned to his/her former classification. In such case the District, in its effort to re-award the position, need not report the vacancy under Section 13.1 of this Article, and may select an employee from the original list of bids under Section 13.2 of this Article.

13.4. Only full-time employees who have completed their Probationary period shall be eligible for promotions.

13.5. An employee may exercise his/her District seniority for the purpose of transferring within the same work location or to another work location within the same classification within the bargaining unit when an opening occurs, provided the employee has the ability to perform the work involved. Lateral transfers shall take precedence over a job bid promotion, providing that such notification is made at the time of a job bid posting. Once an employee has been awarded his/her transfer, he/she shall not be permitted to make another transfer or job bid within the next nine (9) month period. An employee shall have the right to refuse a lateral transfer assignment for up to thirty (30) calendar days beginning on his/her first day of work in the assignment. During that same thirty (30) calendar-day period, the District may exercise its right to return the employee to his/her previous position.

Employees desiring a lateral transfer must sign up to be eligible for such a transfer.

**ARTICLE 14**  
**LAYOFFS**

14.1. Whenever it is necessary to reduce the working force, the District shall lay off employees in the following order:

14.1.1. Part-time or seasonal employees who have not completed their probationary period.

14.1.2. Part-time or seasonal employees who have completed their probationary period.

14.1.3. Regular full-time employees who have not completed their probationary period.

14.1.4. Regular full-time employees who have completed their probationary period.

14.2. Employees shall be laid off from their classification on the basis of District seniority.

14.3. Once an employee is displaced from his/her regular classification as a result of a pending layoff, he/she can exercise his/her District Seniority to bump the least senior employee in an equal-rated or lower-rated classification anywhere within the District, provided the employee has the full ability and qualifications to perform the work.

14.4. An employee who has been bumped from his/her classification shall have the same right to bump the least senior employee in an equal-rated or lower-rated classification anywhere within the District, provided the employee has the full ability and qualifications to perform the work.

14.5. It shall be at the option of the employee as to whether he/she shall exercise his/her seniority rights to bump into an equal-rated or lower-rated classification or to take a direct layoff from the District, provided that the employee exercises his/her option within seven (7) days of receiving the layoff notice.

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

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

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

**ARTICLE 15  
RECALLS**

15.1. Employees shall be recalled to their classification in the reverse order of layoff.

15.1.1. An employee on layoff will be given ten (10) calendar days' notice from the date on which the District sends the recall notice to the employee by certified mail (to his/her last known address as shown on the District's records) to report to work.

15.1.2. The District will maintain a list of those employees who are laid off for a period of two (2) years.

15.2. In the event a job opening occurs in an equal-rated or lower-rated classification, the most senior employee will be recalled and given the option of accepting the job or not, provided the employee has the full ability and qualifications to perform the work.

15.2.1. If the employee declines the job, the next most senior employee shall be accorded the same rights. This procedure shall continue until the District has exhausted the recall list.

15.2.2. No new bargaining unit employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled.

An employee who accepts a lower rated classification will remain on the recall list for his/her classification prior to layoff.

15.3. If an employee is recalled to his/her classification and the employee refuses to accept the job, the employee shall be removed from the recall list and lose seniority rights.

**ARTICLE 16  
HOURS OF WORK**

16.1. The normal work week for regular full-time day employees shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 am Monday to midnight the following Sunday inclusive, except where different hours are necessary to meet operational requirements.

16.2. Beginning the first Monday after December 27, 2009, all day personnel shall begin at 7:00 a.m. and end at 3:30 p.m.

16.3. In the event it is necessary to establish, change or reschedule the hours of work, shifts and schedule of hours, the District and the Union shall meet prior to any change.

16.4. Maintenance personnel may be assigned to rotating shifts when designated by plant supervision and subject to provisions of Article 42.1 (Shift Premium).

16.4.1. All promoted and newly-hired maintenance personnel may be subject to shift work.

16.4.2. Maintenance personnel employed prior to January 1, 1982, may have the option to remain on day shift.

16.5. All employees shall swipe their time cards in and out at their assigned units.

16.6. Plant Operations employees shall be subject to the 12-hour Shift Team Memo of March 12, 2001.

### **ARTICLE 17 LUNCH PERIOD**

17.1. Employees working a regular eight (8) hour work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period. Based upon operational needs, the lunch period shall be scheduled within two (2) hours of the regular lunch period.

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

### **ARTICLE 18 WASH-UP TIME**

18.1. All employees shall be allowed a five (5) minute wash-up time prior to a scheduled lunch period and a ten (10) minute wash-up time prior to the end of their work day.

18.2. Wash-up time shall be utilized for personal clean up and shall not be considered free time that the employee can use for other purposes.

### **ARTICLE 19 REST PERIODS**

19.1. Employees working a regular eight (8) hour work day shall be allowed one (1) fifteen (15) minute afternoon rest period on each shift each work day. In the morning, employees do not have a formal break, but shall be given personal time as required under the direction of supervision.

19.2. The rest period, to the extent practicable, will be scheduled during the middle two (2) hours of the afternoon shift, but it may not be scheduled immediately after the meal period nor at the end of the shift.

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

**ARTICLE 20**  
**HOURS OF WORK - SHIFT PERSONNEL**

20.1. Certain operations of the District must be maintained on a continuous twenty-four (24) hour basis. Therefore, it shall be the policy of the District to schedule the hours of work of shift personnel so as to equitably distribute the number of hours and holidays worked by the employees.

20.2. The District will assign personnel to a crew, which will change at periodic scheduled intervals from shift to shift. The first shift of the week (night) will begin at 7:00 p.m. Sunday and end at 7:00 a.m. Monday. The second shift (day) will begin at 7:00 a.m. and end at 7:00 p.m. Rotation shall occur every two (2) weeks.

20.3. The normal work schedule shall be as set forth in the attachment to the 12-hour Shift Team Memo of March 12, 2001. The schedule shall be a 48-hour/36-hour biweekly schedule with a maximum allowable time worked consecutively of eighteen (18) hours.

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

20.5. Should the relief take place more than six (6) minutes after the scheduled shift change, the employee staying over shall be entitled to time-and-one-half for the period he/she stays, rounded up to the nearest one-tenth of an hour, and his/her relief shall be docked for the same period. The relief may also be subject to disciplinary action.

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

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

**ARTICLE 21**  
**OVERTIME - PREMIUM PAY**

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

21.2. All other Union employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) work week.

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

21.4. All other Union employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day during the period beginning with the start of his/her regular shift.

21.5. All 12-hour shift employees shall receive four (4) hours of standard Holiday pay at their regular rate of pay in addition to all hours actually worked on Holidays.

21.6. All other Union employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked on Holidays.

21.7. All paid Holiday hours and paid Vacation hours shall be counted as hours worked for the purpose of computing overtime.

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

## **ARTICLE 22 EQUALIZATION OF OVERTIME**

22.1. The District shall be the sole judge of the necessity of overtime and will undertake good-faith efforts to equalize overtime by classification within the units of a department while maintaining the efficiency of District facilities.

22.2. When there is scheduled overtime, management will notify employees two (2) days ahead, if possible.

22.3. An employee who has been inadvertently bypassed shall be entitled to be called first on the next available overtime.

22.4. Outreach assignments worked as overtime will be counted as overtime worked for purposes of equalization, but are not subject to the overtime rotation. "Outreach" refers to projects that deal with educating the public about the business of the District.

## **ARTICLE 23 JOB DESCRIPTIONS AND JOB CLASSIFICATIONS**

23.1. The District agrees to provide the Union with copies of Job Descriptions for all job Classifications in the bargaining unit.

23.2. The District shall meet with the Union, at Step 4 of the Grievance Procedure, for the purpose of negotiating a rate of pay and Classification or placing a job in an existing Classification if it is determined that substantial changes in the method of operation or equipment occur, or if a new job is established which has not been previously classified.

23.2.1. In the event the District and the Union are unable to reach agreement of the issue, the District shall establish a temporary rate and Classification, and will promptly notify the Union in writing thereof. Thereafter, the Union can file a grievance at STEP 4 of the grievance procedure.

- 23.2.2. In the event the rate and/or classification issue(s) are not resolved at STEP 4, such grievance may be carried to mediation and/or arbitration. In the event of arbitration, the arbitrator shall have the authority to establish a new rate and classification, or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the District placed the temporary rate into effect.
- 23.2.3. Any rate and classification mutually agreed to by the District and the Union, or decided by the arbitrator, shall become part of this Contract.

**ARTICLE 24  
LEAVES OF ABSENCE**

24.1. Bereavement Leave. An employee shall be granted a leave of absence with pay in the event of the death of the employee's spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or an individual in loco parentis to the employee or to whom the employee stands in loco parentis as follows:

- 24.1.1. Twelve (12) hour shift employees will receive three (3) days for all funerals.
- 24.1.2. For all other Union employees, if the funeral is within 100 miles of Cleveland -- three (3) working days.
- 24.1.3. For all other Union employees, if the funeral is more than 100 miles from Cleveland -- five (5) working days.
- 24.1.4. To be eligible for bereavement leave, an employee must provide the District with a funeral form (to be supplied by the District) and must attend the funeral. Failure to do so or a misrepresentation of facts related to a bereavement leave shall be proper cause for disciplinary action (including dismissal).
- 24.1.5. District employees shall be entitled to take extended bereavement leave. Day-shift employees shall be entitled to take up to five (5) days of extended bereavement leave per payroll year and Operations employees shall be entitled to take up to six (6) days of extended bereavement leave per payroll year. In the case of election to use extended bereavement leave, extended bereavement leave shall be attributed as follows: First, to the employee's Personal Holidays (until they are used up); second, to vacation or sick leave (such usage shall be classified separately from other sick leave) per the employee's choice (until they are used up); third, to unpaid personal leave. Regardless of how attributed, extended bereavement leave is subject to the standard verification procedures set forth above. In addition, extended bereavement leave cannot be used intermittently; it must be used on consecutive days. Verbal or telephone requests for extended bereavement leave shall be permitted, provided the

employee gives at least twenty-four (24) hours' advance notice. If special circumstances preclude such notice, notice must be provided at least one (1) hour before the start of the employee's scheduled shift.

24.2. Military Leave. The District shall provide leaves of absence and re-employment rights for non-probationary employees of the District serving in the military in accordance with the terms and conditions of Uniformed Services Employment and Re-employment Rights Act (USERRA).

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

24.4. Personal Leave. An employee may request and receive, for good cause shown, a personal leave of absence, without pay. The granting of a personal leave of absence is subject to approval of the District Executive Director, but such leave shall not be unreasonably denied.

24.5. Sick Leave.

24.5.1. Paid sick leave shall be granted only for actual sickness or injury, pregnancy, confinement by reason of a contagious disease, or a visit to a medical care provider for medical care of the employee or his/her spouse, parent or child.

24.5.2. For employees hired after the effective date of this Contract, paid sick leave will be credited for, his/her initial probationary period with the District, but cannot be used until the employee has satisfactorily completed his/her probation.

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

24.5.4. A certificate from a physician may be required for any sickness from an employee who has been previously notified in writing of such requirement. A certificate from a physician must be provided for any sickness extending beyond three (3) days.

24.6. Sick Leave with Pay. Employees shall be entitled to Sick Leave with Pay as follows:

24.6.1. Employees shall receive fifty-six (56) sick hours with pay each payroll year. Covered absences shall be compensated at one hundred percent (100%) of the employee's regular wage rate. An absence of less than one

- (1) full day to visit a doctor or dentist shall be compensated provided that the employee obtains prior approval from District, and further provided that such absences will be deducted from the fifty-six (56) hours to which the employee is entitled.
- 24.6.2. Employees who did not use their full fifty-six (56) sick hours in a payroll year shall be entitled to receive a cash buyback for all remaining unused sick days at eighty percent (80%) of the employee's regular wage rate.
- 24.6.3. In the event an absence caused by bona fide sickness or accident exceeds three (3) consecutive working days for twelve (12) hour-shift employees or exceeds five (5) consecutive working days for all other Union employees, and the employee is unable to work because of such sickness or accident, the employee shall be entitled to disability leave and pay (upon proper documentation and verification as determined by the District and the District's Short-Term Disability insurance carrier) beginning with the fourth (4th) and sixth (6th) working day, respectively. Disability pay will be compensated at seventy percent (70%) of the employee's regular wage rate for the period of disability, not to exceed six (6) months. The District will continue to provide health and life insurance coverage for the period of the disability, not to exceed six (6) months. The District will suspend all other fringe benefits, except PERS contributions and credited service, for the period of the disability.
- 24.6.4. The District shall have the right to have an employee on disability leave examined by a physician of the District's choosing, at the District's expense, as often as reasonably necessary while a claim is pending. In the event the findings of the District's physician conflict with the findings of the employee's physician, the District's physician's opinion shall control, except that the employee may, within seven (7) calendar days of receipt of notice of the District's physician's opinion, request a third physician's opinion. A physician mutually selected by the District's physician and the employee's physician shall conduct such third examination. The findings of this third physician shall be binding. The District shall bear the expense of the third examination. Failure of an employee to submit to an examination shall be grounds for terminating the employee's disability pay and leave.
- 24.6.5. Employees with current unused accumulated paid sick leave under the prior policy ("old sick") shall continue to hold such accumulations. This unused accumulated sick leave balance may be used by such employees to provide coverage for absences beyond the fifty-six (56) hours granted in this Section, or it may be converted pursuant to the terms and conditions set forth in Article 32, Section 1, of this Contract.
- 24.6.6. Any Union member may utilize his or her accumulated but unused "old sick" paid leave time for partial-day absence(s). Such use of accumulated

but unused "old sick" paid leave may be exercised by the Union member notwithstanding the availability of all or part of any accumulated but unused "new sick" paid leave and regardless of whether such partial-day absence(s) are planned in advance or arise unexpectedly. The use of accumulated but unused "old sick" paid leave shall be exercised at the option of the Union member at the time for which approval for such leave is sought. All sick leave, whether paid with "old sick" or "new sick" or unpaid, shall be subject to all notice, approval and documentation policies of the District.

24.7. Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, or his/her disability leave, he/she may be granted a leave of absence without pay and benefits for a period not to exceed six (6) months because of personal illness or injury, upon request supported by medical evidence satisfactory to the District. An employee on sick leave shall keep the District informed on the progress of his/her illness or injury, as circumstances allow. An employee who has complied with all sick leave provisions, but has exhausted all accrued sick leave shall be considered absent during the continuance of his/her illness and shall be so designated on the payroll records.

## **ARTICLE 25 JURY DUTY AND WITNESS DUTY LEAVE**

25.1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury or witness service and will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

25.2. To be eligible for such pay, an employee must present verification of his/her call to jury or witness duty (i.e., the subpoena), seven (7) days in advance, if possible, and deposit with the District the amount received as a jury or witness fee. For jury and witness duty on employee's off days, the employee shall not be required to deposit the fee with the District.

25.3. There is no cap on paid witness leave when District employees are witnesses involving District business.

25.4. For non-District business, employees may have up to two (2) days per payroll year of paid witness leave in full-day increments. However, such paid witness leave can only be used when the employee is subpoenaed for non-District business and only if the employee does not know the party(ies) involved.

25.5. For purposes of this Article, all District employees are deemed to know all other District employees.

25.6. Paid witness leave may not be used regarding a District employee's non-District employment. Unpaid witness leave may be taken as provided for in the other Articles of this Contract.

**ARTICLE 26**  
**GENERAL LEAVE CONDITIONS**

26.1. All leaves of absence (and extensions thereof) must be applied for at least three (3) working days in advance, when foreseeable, in writing on forms provided by the District. The District will grant or reject such application prior to the requested beginning of such leave, if possible, or within three (3) days of receipt of such application.

26.2. An employee may, upon request, return to work prior to the expiration of any leave of absence if the District agrees to such early return.

26.3. When an employee returns to work after a leave of absence, he/she will be assigned to the position, which he/she formerly occupied, or to a similar position if his/her former position is not vacant or no longer exists, at the his/her rate of pay of his former position.

26.4. Any misrepresentation of facts related to any leave of absence shall be proper cause for disciplinary action, including forfeiture of any pay for the leave.

26.5. An employee who fails to report to work at the expiration or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority and termination of employment.

**ARTICLE 27**  
**TRANSPORTATION**

27.1 The District may require an employee to use his/her personal vehicle for work related activities.

27.1.1. Employees must have a valid Ohio Driver's License and the required minimum State of Ohio automobile insurance coverage.

27.1.2. The employee is responsible for maintaining and paying for the required insurance coverage.

27.2. Employees who are required to use their personal vehicle for work related activities, shall be reimbursed for mileage expense based upon current guidelines established from time to time by the Internal Revenue Service

27.2.1. All requests for reimbursement must be submitted on forms approved by the District within two (2) weeks from the use of employee's vehicle for required work related activities.

27.2.2. Travel expense reimbursements shall be paid to the employee within two (2) weeks of the date of employee's submission of the request for reimbursement or by the next pay period whichever is later.

27.3. The District may implement the Article by issuing a policy but if there are any conflicts between the District's policy and this Article then this Article shall control.

**ARTICLE 28  
HOLIDAYS**

28.1. All regular full-time employees shall be entitled to eleven (11) paid holidays recognized on the following dates.

1. New Year's Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Presidents' Day (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Veterans' Day (November 11)
8. Thanksgiving Day (Fourth Thursday in November)
9. Christmas Day (December 25)
10. Two (2) Personal Days

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

28.3. To be eligible for holiday pay an employee must have worked his/her last scheduled work day prior to said holiday and his/her first scheduled work day following the holiday unless excused because of a bona fide illness, injury, bereavement leave or jury duty.

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

28.5. The employee must use eight (8) hours of vacation or Personal Day time to receive a full day's compensation.

28.6. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

28.7. The Personal Day holiday must be taken with appropriate advance notification and consistent with operations.

28.7.1. The employee must notify his/her supervisor of his/her intention to take his/her personal holiday(s) at least forty-eight (48) hours in advance thereof, and must be approved by the supervisor.

28.7.2. All twelve (12) hour-shift employees will receive twenty-four (24) hours of Personal Holiday time, to be taken in twelve (12) hour and six (6) hour increment, subject to the notice and approval provisions of subsection 28.7.1 above.

**ARTICLE 29  
VACATIONS**

29.1. All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of service as follows:

	<u>Length of Service</u>	<u>Length of Vacation</u>
(A)	One (1) year but less than five (5) years	80 hours
(B)	Five (5) years but less than twelve (12) years	120 hours
(C)	Twelve (12) years but less than twenty (20) years	160 hours
(D)	Twenty (20) years or over	200 hours

29.2. On the anniversary date of his/her fifth (5th), twelfth (12th) and twentieth (20th) year of service, an employee shall begin to accrue vacation credit at the next highest rate of vacation time.

29.3. Once an employee's vacation leave balance totals three (3) times the amount that the employee accrues in one (1) year, no further vacation leave shall accrue until the balance drops below this maximum amount.

29.4. If an employee terminates his/her employment after more than one (1) year of continuous service, he/she is entitled to payment for earned but unused vacation at the following accrual rate based on twenty-six (26) bi-weekly pay periods.

3.08 hours per pay period – if eligible for 80 hours of vacation

4.62 hours per pay period – if eligible for 120 hours of vacation

6.16 hours per pay period – if eligible for 160 hours of vacation

7.7 hours per pay period – if eligible for 200 hours of vacation

29.5. In case of death of an employee, earned but unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.

29.6. Full-time service with other political subdivisions of the State of Ohio will be recognized for the purpose of determining length of service for length of vacation leave.

29.7. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or at the end of his/her vacation.

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

29.8.1. The department head may permit the vacation to be taken on other than consecutive days.

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

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

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

29.10. The District agrees to permit shift employees to schedule vacations between the period of December 16 to January 8 in accordance with this Article 29.

**ARTICLE 30  
CALL-IN-PAY**

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

**ARTICLE 31  
LONGEVITY PAY**

31.1. Beginning January 31, 2010, all regular full-time employees shall receive longevity pay by January 31st annually as follows for service milestones reached in the previous calendar year:

<u>Years of Service</u>	<u>Annual Benefit to Employees</u>
5	\$200.00
10	\$300.00

15	\$400.00
20	\$500.00
25	\$650.00

**ARTICLE 32  
PAID SICK LEAVE CONVERSION**

32.1. Upon death or retirement, an employee or his/her beneficiary shall have the opportunity to convert the employee's accumulated but unused paid sick leave into a cash lump-sum payment at the rate of sixty-six and two-thirds percent (66-2/3%) for each day of such unused leave. The pay rate used shall be the employee's then-current rate of pay.

32.2. Retirement shall be deemed to be leaving District employment with ten (10) years or more of accredited service with the District including former service with the City of Cleveland as determined by the employee's seniority date of hire pursuant to Section 11.1

**ARTICLE 33  
HOSPITALIZATION AND HEALTH CARE INSURANCE**

33.1. The District agrees to provide the following hospitalization and health care plans or their equivalent: Medical Mutual of Ohio SuperMed Plus Plan; and Kaiser Permanente.

33.2. The District shall, for all full-time employees who are not covered by their spouse's employer, pay the prevailing monthly premium charge for employees and dependent coverage in either of the above plans, subject to the contribution schedule set forth below.

33.3. Such coverage will be made available only after ninety (90) days of employment with the District. The District shall provide coverage that matches the Medical Mutual and Kaiser Permanente Plan design in effect January 1, 2012.

33.4. Effective until December 31, 2012, all eligible full-time employees who participate in the hospitalization and health care plans set forth above shall make the following contributions to the monthly premium cost:

	<u>01/01/10</u>	<u>01/01/11</u>
Single	\$80.00	\$90.00
Employee + 1	\$105.00	\$115.00
Family	\$130.00	\$145.00

33.5. Beginning January 1, 2013, all eligible full-time employees who participate in the hospitalization and health care plans set forth above shall make the following contributions to the monthly premium cost:

Single	20% of the premium, but no more than \$100
Employee + 1	15% of the premium, but no more than \$125
Family	12% of the premium, but no more than \$160

Beginning on or about January 1, 2013, employees opting for Kaiser coverage (or comparable HMO, if offered) must pay the difference of the premium costs between the Kaiser plan and the PPO plan plus the employee premium contribution.

Beginning January 1, 2014, all eligible full-time employees who participate in the hospitalization and health care plans set forth above shall make the following contributions to the monthly premium cost:

Single	20% of the premium
Employee + 1	15% of the premium
Family	12% of the premium

33.6. The District shall have the right to unilaterally change insurance carriers and plan design, provided the levels of coverage remain equal or better.

33.7. Employees who demonstrate they have alternative coverage may elect to waive major medical insurance from the District and receive \$200.00 per month in exchange for the waiver of insurance.

33.8. The District will pay its cost of the benefits as set forth in Section 31.1 to 33.6 of this Article for the first six (6) months of a covered employee's authorized unpaid sick leave due to an industrial injury while working for the District.

33.9. The District will agree to make a lump sum monthly contribution of \$74.65 to the Ohio AFSCME Care Plan for each employee who has completed his/her probationary period prior to the first day of the month for which contributions are to be made. The contributions are as follows:

Life Insurance	\$7.50
Hearing	\$0.50
Vision III	\$16.25
Prescription Drug Reimbursement	\$15.00
Dental Level 2A	\$34.00
EAP Level III	\$1.40
Total	\$74.65

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

33.11. The District will continue to offer bargaining unit employees the opportunity to participate in its Disability Insurance Premium Payment Option program.

33.12. The parties shall form a labor/management health care committee that is comprised of an equal number of union and management members, in order to analyze the

current health care plan, seek information about cost savings and plan improvements, and make recommendations for changes to the District.

**ARTICLE 34  
LIFE INSURANCE**

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

34.2. In addition to the life insurance provided for in Paragraph 34.1, current employees will be entitled to purchase coverage (beyond that is provided by the District, provided that any such additional coverage shall be at the employee's own cost, and further provided that the effect of such additional coverage shall not result in an increase in premium costs paid by the District.

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

**ARTICLE 35  
TRAINING REIMBURSEMENT**

35.1. The District will reimburse the costs incurred by an employee who attends, completes and obtains certification of satisfactory completion from the school or training facility attended by the employee at the request of the District or by mutual agreement of the District and the employee. Said schooling or training must be related to the employee's work assignment or development requirements.

35.2. Where District employees must comply with continuing education requirements in order to maintain their state licenses or certificates, such continuing education shall be on District time without any loss of pay to the employees.

**ARTICLE 36  
UNIFORM AND TOOLS**

36.1. The District agrees to provide necessary uniforms for employees, who have completed their probation period, during the term of this Contract.

36.1.1. The selection and distribution of uniforms will be at the sole discretion of the District.

36.1.2. The District agrees to have the uniforms laundered once a week.

36.1.3. The District will provide employees with not less than eleven (11) uniforms every three (3) years.

36.1.4. The District will make every effort to require that the uniform vendor maintains the uniforms effectively and replaces uniforms where necessary.

36.1.5. Employees will have a choice of short or long sleeve shirts.

36.2. Systems Utility Maintenance Persons, Field Technician Operators, and Field Technician's shall be provided five (5) T-shirts by the District every year. It shall be the employees' responsibility to clean the T-shirts.

36.3. The District will supply one (1) upgraded winter coverall to all bargaining unit employees who are not provided for in the table below. The District will continue supplying the number and type of coveralls to these specified classifications:

Wastewater Plant Operators at Easterly	Two (2) summer
Fleet Services Mechanics and Fleet Service Workers	Four (4) summer
Building Maintenance Persons, Field Technician Operators, Operator/Technicians, Field Technicians and Systems Utility Maintenance Persons	Two (2) summer and two (2) upgraded winter

36.4. The District shall replace an employee's tools that are broken or damaged on the job and during the course of performing duties required by the job, provided that the employee completes the information sheet supplied by the District.

36.5. The District has established a prescription safety eyewear program for the employees covered by this Contract as set forth in Appendix D.

**ARTICLE 37  
PAY DAY**

37.1. The District shall regularly pay all employees by electronic deposit every other week on Friday, except for those employees who have notified the District prior to March 1, 2009, that they wish to continue to receive hard checks. In the event such employees are unable to pick up their paychecks on their regular pay day due to sickness, holiday, off day, etc., they will be able to receive their paychecks on the next day. Whenever practicable by the District, employees who continue to receive hard checks and who are not scheduled to work on payday may pick up their paychecks at the end of the day shift on Thursday in the superintendent's office.

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

37.3. When an employee's payroll check is erroneously short eight (8) or more hours of time earned, the District shall issue a check to correct the error as soon as possible after notification/discovery of the error, but not later than the end of the next business day following notification/discovery.

**ARTICLE 38  
GENERAL PROVISIONS.**

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

38.2. Employees shall keep the Human Resources Department advised of their current address and phone number. For purposes of notification, the District shall rely on the last address and phone number supplied by the employee.

38.3. Employees shall perform their work in a safe and work person like manner and are required to follow all management directives with regard to safe practices and procedures. The District shall furnish proper safety equipment for the employees on all jobs.

38.4. District employees shall have access to and the right to review their personnel records upon reasonable notice, which, in the case of personnel files maintained in the Human Resources Department, shall not be less than twenty-four (24) hours.

38.4.1. Files shall be examined during non-working time (i.e., breaks, lunch, before or after work). These rights apply to all their personnel records, regardless of which file(s) their records are kept in.

38.4.2. Although personnel records cannot be discarded, in imposing discipline on a current charge, the District will not take into account any prior infractions which occurred more than two (2) years previously.

38.4.3. Employees shall receive a copy of all disciplinary and tracking entries in their personnel records as soon as practicable and be given verbal notice whenever practicable.

38.5. In the event that District security employees have reason to examine the inside of an employee's locker, the District will so advise the affected employee's Union steward who will be given the opportunity to be present at the time that District security forces examine the inside of the employee's locker.

38.6. The District will consider the shift schedule and effect on employees before scheduling contact hours and will make a good faith effort to schedule contact hours so as to be available for employees during their scheduled shifts.

38.7. In order to keep the Union informed of the District's safety and security plans and developments, a representative of the Safety and Security Department will confer with Union leaders on a regular basis through the Executive Management Committee.

38.8. The District shall provide the Union Staff Representative with any proposed new or amended personnel policy that affects the bargaining unit at least thirty (30) days before the effective date of the policy.

**ARTICLE 39  
SUBCONTRACTORS**

39.1. Any subcontracting of any work will not result in a reduction of the workforce.

39.2. The District may subcontract work consistent with Article 2, Paragraph 2.2(e) and Paragraph 39.1 of this Contract.

39.3. Except in cases of emergency or work currently being subcontracted, the District will notify the Union and, upon request, meet and discuss the issue before subcontracting work within the scope of the bargaining unit.

**ARTICLE 40  
WAGES**

40.1. All employees in the bargaining unit shall receive a two percent (2%) across-the-board wage increase, retroactive to January 1, 2012.

40.2. Effective January 1, 2013, all employees in the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

40.3. Effective January 1, 2014, all employees in the bargaining unit shall receive a two percent (2%) across-the-board wage increase.

40.4. A fifty cents (\$.50) per hour increase shall be added to the classification of Machinist, retroactive to January 1, 2012.

**ARTICLE 41  
CO-OP STUDENTS**

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

**ARTICLE 42  
SHIFT PREMIUM**

42.1. The District will pay Fifty Cents (\$.50) per hour in addition to the employee's regular hourly rate to employees who are permanently assigned to rotating shifts at the District's wastewater treatment plants.

**ARTICLE 43  
STATE LICENSE INCENTIVE**

43.1. Effective January 6, 2009, the district will pay as additional hourly compensation to any employee who currently possesses or obtains a Wastewater Plant Operator and/or Wastewater Systems Collection Operator certification as follows:

Class I Certificate — Fifty Cents (\$.50) per hour over employee's regular rate.

Class II Certificate — Seventy-Five Cents (\$.75) per hour over employee's regular rate.

Class III Certificate — One Dollar (\$1.00) per hour over employee's regular rate.

43.2. As an incentive for career development, the District agrees to pay a maximum of Fifty-Five Dollars (\$55.00) every two (2) years for any employee to renew his/her Wastewater Plant Operator and/or Wastewater Systems Collection Operator certification with the State of Ohio.

43.3. Employees are required to renew their licenses. Employees who fail to renew their licenses in a timely fashion and fall into the "Expired, but not Renewed" category shall lose any license incentive pay until such time as the license is renewed. There shall be no retroactive payment of license incentives after renewal. An employee classified as Wastewater Plant Operator, Field Technician Operator or Operator/Technician whose license falls into the "Expired and Invalid" category shall be removed from their classification, placed into the Custodial Worker classification and paid the Custodial Worker rate of pay.

43.4. Effective January 6, 2003, the District will reimburse employees for the cost of renewing their Commercial Driver's Licenses.

#### **ARTICLE 44 NO STRIKE — NO LOCKOUT**

44.1. For the duration of this Contract, the District shall not lock out any employees.

44.2. The Union shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, walkout, concerted sick leave or mass resignation, work stoppage, picketing, or interference of any kind at any operation of the District for the duration of this Contract.

44.3. Violation of Paragraph 44.2 of this Article shall be proper cause for discharge or other disciplinary action by the District, and the Union shall make every effort to assist the District in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violator of Paragraph 44.2 of this Article. In the event any violation of Paragraph 44.2 of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the District is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once.

#### **ARTICLE 45 SUCCESSOR**

45.1. The provisions of this Contract shall be binding upon the District and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, assignment and/or relocation of operations within Cuyahoga County or the District including changes in legal status, ownership and/or management. This Contract shall cover all future locations, which the

District may operate during the term of this Contract or any extension thereof, or any transfer of operations from an existing location, or any subcontract of work covered or performed by employees in the existing location.

**ARTICLE 46**  
**LEGALITY — CONFORMITY TO LAW**

46.1. It is the intent of the District and the Union that this Contract complies, in every respect, with applicable legal statutes and governmental regulations which have the effect of law, and judicial opinions, and if it is determined by a final order of a court of competent jurisdiction that any provision of this Contract is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining provisions of this Contract.

46.2. In the event of such a determination of invalidity, the District and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

**ARTICLE 47**  
**SUPERVISORS – BARGAINING UNIT WORK**

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

**ARTICLE 48**  
**LABOR-MANAGEMENT COOPERATION**

48.1. The Executive Committee of the Union and the District Senior Staff Team shall be jointly trained to create a facilitated Labor Management Team which shall be convened at the request of either party to consider matters of concern regarding the formation of Special Charter Teams involving matters requiring Union participation. Special Charter Teams shall be charged by the Labor Management Team with specific objectives, tasks, deadlines and other relevant parameters. The Special Charter Team will receive training, be facilitated, and have authority to bind the District and Union, provided that no action may contradict the Collective Bargaining Contract or a practice or policy, which would be a mandatory subject of bargaining, unless otherwise approved. Further, no action or inaction of a Special Charter Team shall constitute a waiver of the grievance/arbitration procedure set forth in the contract. Finally, this Contract does not limit the District's authority to convene Special Charter Teams not involving the Union where the objective of such teams does not directly relate to the working conditions of employees represented by the Union.

48.2. Location-specific Labor-Management Committees shall be established at Easterly, Westerly, Southerly and EMSC. These Labor-Management Committees will receive training and be facilitated as contemplated for the Labor Management Team and Special Charter Teams.

**ARTICLE 49**  
**SUBSTANCE ABUSE TESTING**

49.1. OVERVIEW. The Northeast Ohio Regional Sewer District strives for a substance-free workplace. The success of the District's substance-free workplace program depends on

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

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

49.3. SUBSTANCE-FREE WORKPLACE PROGRAM ADMINISTRATORS. This procedure shall be administered by the Human Resources Department.

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

"District premises" shall include, without limitation, the plants, pump stations, trailers, offices, parking lots, and all other property owned, or leased by the District, including all vehicles.

"District time" shall include all time during which an employee is on District premises or performing work for the benefit of the District.

"Employee Assistance Program" or "EAP" are employee benefit programs intended to help employees deal with personal problems and/or behavior that may adversely impact work performance, health, and well-being. EAP's generally include assessment, counseling and referral services for employees and their household members.

"Illegal drug" means any substance identified as a controlled substance under federal or Ohio law that is not being used legally under the supervision of a licensed physician.

"Last Chance Agreement" (LCA) is an agreement between the District, an employee and the employee's union, if the employee is in a collective bargaining unit, which may be offered to an employee found to be in violation of this policy. If offered, the last chance agreement sets forth behavior or performance the employee agrees to change in exchange for an opportunity for the employee to remain in employment with the District.

"Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

"Reasonable suspicion" means suspicion based on personal observations that the District's representatives can describe concerning an employee's appearance, behavior, speech, breath, body odor, and other physical or behavioral indicia of possible drug and/or alcohol use. Reasonable suspicion also may be based upon the documented observation of variances in an employee's typical mode of

conduct (e.g., excessive absence/tardiness or work performance changes) which raises an inference of drug and/or alcohol use.

"Refusing to Cooperate" means (1) to refuse to sign a consent form (2) to obstruct the specimen collection process, including by use of a "masking agent," (3) to attempt to or to tamper with the collection or testing process, or (4) to fail to provide breath and/or urine specimens adequate for testing when directed to do so. Refusal to cooperate will typically result in suspension pending discharge unless the employee promptly establishes a valid medical basis for the failure to provide such specimens.

"Substance Abuse Professional" or "SAP" means a person who evaluates employees who have violated a drug or alcohol program regulation applicable to commercial drivers licensing. The SAP generally makes recommendations concerning employee education, treatment, follow-up testing and aftercare.

"Under the influence" means that the result of a laboratory's analysis of the employee's urine or blood specimen shows a concentration of more than 0.04 of alcohol, a positive result for any illegal drug or for a legal drug in contravention of the conditions delineated under § 49.5. Employees holding a commercial driver's license will be held to the standard determined by Federal law or regulations adopted by the U.S. Department of Transportation.

49.5. Prohibited Conduct. Behaviors and activities that are strictly prohibited include:

Using or being under the influence of illegal drugs and/or alcohol at work.

Selling, distributing, transferring, delivering purchasing, using or possessing alcohol any illegal drugs or prescription drugs obtained illegally on the District's premises or while on District time, in or on District vehicles, or while representing the District in anyway.

Refusing to Cooperate

Failure by an employee to report immediately to his or her supervisor any duty-related limitations as a result of prescription or over-the-counter medications the employee is taking. (Prescription or over-the-counter medications that do not impair the employee's safety or job performance or the safety or job performance of others are not required to be reported.) employees may not use or be under the influence of any legal drug while on district time or while on the district's premises if said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. An employee will not be subject to discipline for traceable legal drugs only if: (i) the employee has previously provided to his/her immediate supervisor a statement from the prescribing physician that taking the prescribed legal drug(s) will not present a safety risk to the employee, the employee's co-workers or the general public; and (ii) the employee is not consuming such legal drug(s) in a manner contrary to the prescription, the drug's label or the physician's advice.

Being convicted of criminal offense related to substance use/abuse that occurs on District property, or in or on District vehicles, or while conducting District business.

Failing to report a work-related vehicular accident to your immediate supervisor or other designated District personnel where such non-reporting results in a failing to comply with the post-accident testing requirements of this Procedure.

#### 49.6. TYPES OF SUBSTANCE TESTING TO BE INSTITUTED. :

Post-offer, pre-employment substance testing;

Reasonable suspicion testing; Post-accident testing;

Testing as part of or as follow-up to counseling or rehabilitation;

Random testing; and

Commercial Driver's License.

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

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

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

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

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

49.9. FOLLOW-UP TESTING BEFORE RETURNING TO WORK. Employees may be required to take a substance test before they may return to work.

49.10. RANDOM TESTING. All District employees, with the sole exception of members of the District's Board of Trustees, shall be required to undergo screening for alcohol and substances prohibited under the terms hereof on a random basis. The testing shall be performed at the District's designated independent testing facility according to a randomly made selection. The selection may be performed by the independent testing facility or by the District through the use of certified random selection software.

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

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

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

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

49.13. EMPLOYEE ASSISTANCE.

Voluntary:

The District provides employees with an opportunity to overcome drug and/or alcohol related problems through an EAP. Employees with substance abuse problems are encouraged to voluntarily seek treatment and/or rehabilitation through the District's EAP or the employee's

personal physician or other professional. If the employee is unable to perform his/her job duties without presenting a safety risk to themselves, their co-workers or the general public, or as a result of his/her involvement in the EAP, he/she is required to take time off from safety sensitive work, they may request coverage under the District's Short Term Disability Program during their voluntary treatment and/or rehabilitation.

If the employee desires to continue to work while participating in a voluntary treatment and/or rehabilitation program, such voluntary participation will not prevent disciplinary action should the employee be randomly selected for testing under the Substance Free Workplace Administrative Procedure or for any other violation.

Involuntary:

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

Continuation of Benefits:

Employees off work participating in a rehabilitation plan will be responsible for their portion of health insurance premiums. Health insurance coverage will continue for up to six (6) months, as long as the employee is not more than thirty (30) days late with their portion of the Premium Payments. After six (6) months the employee will be responsible for 100% of the District's group rate premiums in accordance with COBRA.

49.14. DISCIPLINARY ACTION.

If as a result of any alcohol screening test, the alcohol concentration is 0.04 or less, the District will take no further action. For employees holding a commercial driver's license, this alcohol concentration shall be established by the Department of Transportation.

An employee who tests positive for either an illegal drug, for a legal drug in contravention of the conditions delineated under §49.5, or who after being subjected to an alcohol screening test has an alcohol concentration of more than 0.04 (or for employees holding a commercial driver's license, an alcohol concentration as set by the Department of Transportation), may be subject to discipline up to and including discharge. The determination of whether or not to discipline an employee shall be made on a case by case basis.

The District may discharge any employee who refuses to sign a "Consent for Testing and Release" form provided by the District or the District's Healthcare Provider, and/or fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment.

The District will comply with applicable federal and state laws in administering this administrative procedure.

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

49.16. CONSENT. The employee shall sign a consent form authorizing withdrawal of specimens of blood and/or urine and/or to conduct a breath-alcohol test. Such consent shall include a release of testing results obtained by a third-party laboratory to the District.

49.17. REFUSAL TO PROVIDE A SPECIMEN OR SIGN THE CONSENT. Any employee who refuses to provide a urine or blood specimen, or to take a breath alcohol test requested under this administrative procedure, or who refuses to sign a consent form, shall be suspended pending discharge.

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

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

Urine specimens shall be sealed in the employee's presence and the container therefore shall be initialed by the employee. The employee has an obligation to identify each specimen container and initial same. If specimens are to be sent to an outside designated testing laboratory, the specimens shall be placed in the transportation container. The container then shall be securely sealed in the

employee's presence along with a test requisition form which includes the employee's signature. The transportation container shall be dispatched the day the specimens were collected or the next business day by a commercially reasonable overnight delivery method. If there is any issue as to the integrity of the specimen for any reason, the employee will be required to submit new specimens. Actions by the employee which may affect the integrity of a specimen shall be subject to discipline as violations of this procedure.

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

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

49.20. TRAINING.

Employee Training:

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

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

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

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

**ARTICLE 50  
SAFETY COMMITTEE**

50.1. A Safety Committee will be established at each of the Easterly, Westerly, Southerly and Environmental and Maintenance Services locations. The Union will appoint one member from Maintenance and one member from Operations at the Easterly location, one member from Maintenance and one member from Operations at the Westerly location, one member from Maintenance and one member from Operations at the Southerly location, and one member from the Environmental and Maintenance Services at the Environmental and Maintenance Services location. The Safety Committee will meet at the request of either party during working hours without loss of pay, but, unless mutually agreed, not more than once per month. Safety Committee reports will be forwarded to the Executive Director's Office.

50.2. The District agrees to maintain safe working conditions and vehicles. In the event an employee reasonably believes a condition of vehicle to be unsafe, the employee shall notify his/her supervisor immediately. Any reasonable claim of unsafe working conditions will be handled on an expedited basis by the Plant Safety Committee.

50.3. In-plant employees may have facial hair provided they keep a personal shaving kit immediately available and accessible in their work area and are clean-shaven whenever using a self-contained-breathing-apparatus (SCBA) or a respirator. An in-plant employee's failure to have his/her shaving kit immediately available and accessible may result in discipline of that employee. Furthermore, this shaving policy is subject to revision by the Safety Program Development Team. Regardless, confined-space-rescue-team members must be clean shaven, and employees notified in advance of their shift that they must wear a respirator or SCBA must report to work clean-shaven.

**ARTICLE 51  
DURATION**

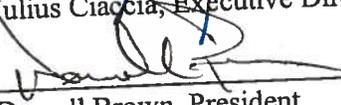
51.1. This Contract shall be in full force and effect from June 25, 2012 and after the date of its execution until December 31, 2014, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

51.2. If such notice is given, negotiations will commence no later than thirty (30) days after receipt of such notice.

51.3. Both parties agree to make every effort to reach a settlement prior to the regular Board of Trustees meeting in January of 2015 in order that the Board of Trustees may adopt any resolutions necessary to implement the new Contract and to provide for guaranteed continuity of good labor-management relations.

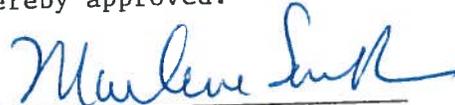
NORTHEAST OHIO  
REGIONAL SEWER DISTRICT

  
\_\_\_\_\_  
Julius Ciaccia, Executive Director

  
\_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

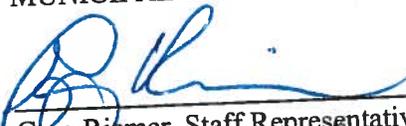
Date: 9-26-12

The legal form and correctness  
of the within instrument is  
hereby approved.

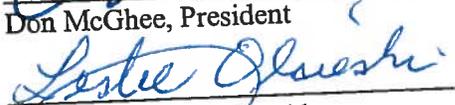
  
\_\_\_\_\_  
Marlene Sundheimer  
Director of Law

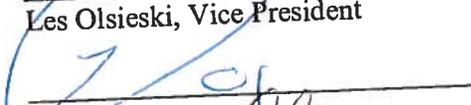
Date: 9-25-12

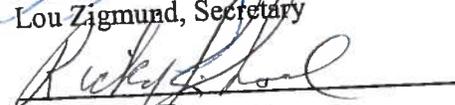
AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

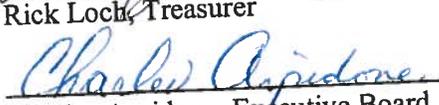
  
\_\_\_\_\_  
Greg Riemer, Staff Representative

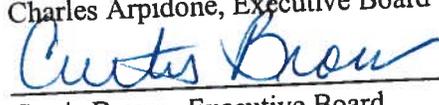
  
\_\_\_\_\_  
Don McGhee, President

  
\_\_\_\_\_  
Les Olsieski, Vice President

  
\_\_\_\_\_  
Lou Zigmund, Secretary

  
\_\_\_\_\_  
Rick Loch, Treasurer

  
\_\_\_\_\_  
Charles Arpidone, Executive Board

  
\_\_\_\_\_  
Curtis Brown, Executive Board

\_\_\_\_\_  
Michael Cyrus, Executive Board

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Contract  
between  
Northeast Ohio Regional Sewer District  
and  
Ohio Council 8 and Local Union 2798  
American Federation of State, County  
and Municipal Employees, AFL-CIO  
Effective January 1, 2012 through December 31, 2014

The Approximate cost is:        \$ \_\_\_\_\_

**SEE CONTRACT**

Total \_\_\_\_\_        \$ \_\_\_\_\_

---

CERTIFICATION

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



\_\_\_\_\_  
Director of Finance



\_\_\_\_\_  
Date

# APPENDIX A

KAISER PERMANENTE.

Kaiser Permanente HMO

Rate Listing

0215 N E OHIO REGIONAL SEWER DIST. - RAS

Rates Effective 1/1/2010 - 12/31/2010

Deductible (Single/Family)	\$250/500
Coinsurance	20%
Out of Pocket Maximum (Single/Family)	\$1,000/2,000
<b>OUTPATIENT CARE</b>	
Office Visits-Primary Care Physician	\$20 per visit
Allergy treatment	\$6 per visit
Office Visits-Specialist	\$20 per visit
-Vision Exams available through affiliated providers	\$20 per visit
Prenatal Care	No Charge
Outpatient surgery	20% after deductible
Urgent Care Office Visits	\$20 per visit 20%
Physical, Speech, and Occupational Therapy	
-Up to 20 visits per calendar year	after deductible
<b>PREVENTIVE SERVICES</b>	
Preventive adult physical primary care exam	No Charge
Preventive Well Child Care primary care exam	No Charge
Preventive Mammogram and PAP screening	No Charge
Preventive Lab and X-ray screening	No Charge
<b>DIAGNOSTIC SERVICES</b>	
-Laboratory and diagnostic testing, X-rays	No Charge
<b>HOSPITAL INPATIENT CARE</b>	
Inpatient Services	
<b>EMERGENCY SERVICES (Fee waived if admitted)</b>	
Emergency use of any Emergency Room <sup>2</sup>	20% after deductible
Emergency Services provided at a non-Plan Facility <sup>2</sup>	
<b>AMBULANCE SERVICES</b>	
Only when transportation in any other vehicle would endanger your health	
<b>BIOLOGICALLY BASED MENTAL ILLNESSES</b>	
Outpatient Services	
Inpatient Services	\$50 per visit
<b>MENTAL HEALTH SERVICES</b>	
Inpatient	\$50 per visit
Outpatient	
<b>CHEMICAL DEPENDENCY SERVICES</b>	
-Detoxification in a specialized facility	20% after deductible
Outpatient	
-Detoxification	\$20 per visit
-Individual Therapy	
<b>ALTERNATE CARE</b>	
Home Health Services	
Hospice Home Care/Respite Care	20% per admits
Skilled care in a Skilled Nursing Facility	\$20 per visit
-Up to 100 days per calendar year	
<b>INFERTILITY SERVICES -inpatient</b>	
Outpatient	20% <sup>1</sup>
	\$20 per visit

\$20 per visit

20% after deductible No Charge

20% after deductible

30% 130%

**PRESCRIPTION DRUGS**

-Covered Formulary Drugs and Accessories up to a 31 day supply at Kaiser Permanente and affiliated network facilities \$10 generic \$20 brand  
-Up to 82 day supply of maintenance drugs by mail order from the Kaiser Permanente Mail Order Pharmacy

**DURABLE MEDICAL EQUIPMENT**

Medicare approved durable medical equipment No Charge

**ADDITIONAL BENEFITS AND SERVICES**

<sup>1</sup>When a plan deductible is indicated, services are subject to deductible.

<sup>2</sup>services for emergencies are covered at any emergency room. Medical services received at non-plan Emergency

	Sub	Sub + 1	Family		
Monthly Premium	\$489.75	\$979.49	\$1,469.24		

cities that do not meet the HMO definition are not eligible for coverage

Disclaimer:

Please note that if your organization has any insured for whom Medicare Part A and or B is Primary you should consult your Kaiser Permanente sales representative to receive the applicable rates for those individuals.

Notes and Restrictions

- Rates are monthly and based upon census submitted. Final rates will be based on actual enrollment.
- Rates based on current census, may change based on Open Enrollment.

I agree to accept the above rates effective with the contract period noted above and for the benefit plan titled on this exhibit.

\_\_\_\_\_  
Client Signature (Date)

\_\_\_\_\_  
Broker Signature (Date)

\_\_\_\_\_  
Sales Rep. Signature (Date)



**Northeast Ohio Regional Sewer District  
SuperMed Plus  
1-1-2010**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Benefit Period</b>	January 1 <sup>3</sup> through December 31 <sup>1</sup>	
<b>Dependent Age Limit</b>	Age 23; Removal upon Birthday	
<b>Pre-Existing Condition Waiting Period</b>	Does Not Apply	
<b>Blood Pint Deductible</b>	3 pints	
<b>Lifetime Maximum</b>	Unlimited	
<b>Benefit Period Deductible — Single/Family</b>	\$250 / \$500	
<b>Coinsurance</b>	80%	70%
<b>Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family</b>	\$1,000 / \$2,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
<b>Office Visit (1 illness/Injury)<sup>2</sup></b>	\$20 copay, then 100%	70% after deductible
<b>Urgent Care Facility Services</b>	\$20 copay, then 100%	70% after deductible
<b>Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine, influenza, human papillomavirus vaccine, varicella, hepatitis b, MMR and pneumococcal polysaccharide are covered services)</b>	80% after deductible	70% after deductible
<b>Preventative Services</b>		
<b>Office Visit/Routine Physical Exam (One exam per benefit period)<sup>2</sup></b>	\$20 copay, then 100%	70% after deductible
<b>Well Child Care Services including Exam and Immunizations (To age 9, limited to a \$1,000 per benefit period)<sup>2</sup></b>	\$20 copay, then 100%	70% after deductible
<b>Well Child Care Laboratory Tests (To age nine)</b>	100%	70% after deductible
<b>Routine CA-125 Test</b>	100%	
<b>Routine Colonoscopy (Ages 50 and older)</b>	100%	
<b>Routine Mammogram (One per benefit period)</b>	100%	
<b>Routine Pap Test (One per benefit period)</b>	100%	70% after deductible
<b>Routine PSA Test</b>	100%	70% after deductible
<b>Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)</b>	100%	70% after deductible
<b>Outpatient Services</b>		
<b>Surgical Services</b>	80% after deductible	70% after deductible
<b>Diagnostic Services</b>	80% after deductible	70% after deductible
<b>Physical/Occupational Therapy (40 visits per benefit period)</b>	80% after deductible	70% after deductible
<b>Chiropractic Therapy (12 visits per benefit period)</b>	80% after deductible	70% after deductible
<b>Speech Therapy (20 visits per benefit period)</b>	80% after deductible	70% after deductible
<b>Cardiac Rehabilitation</b>	80% after deductible	70% after deductible
<b>Emergency use of an Emergenc Room<sup>5</sup></b>	\$50 co *a	then 100%

Non-Emergency use of an Emergency Roe4	\$100 copay, then 100%	\$100 copay, then 70%
---	------------------------	-----------------------

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	80% after deductible	70% after deductible
Allergy Treatment	80% after deductible	70% after deductible
Ambulance	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice (180 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	<b>Benefits paid same as corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services (25 visits per benefit period)		

**Note:** Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Non-um termly deductible. Member deductible is the same as single deductible. 3 month carryover applies.  
The office visit copay applies to the cost of the office visit only.

Copay waived if admitted.

\*The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Prescription Drug Program  
Northeast Ohio Regional Sewer  
District**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
<b>Benefit Period</b>	January 1 <sup>st</sup> through December 31 <sup>m</sup>	
<b>Dependent Age Limit</b>	Age 23; Removal upon Birthdate	
<b>Formulary Retail Program with Oral Contraceptive Coverage and Weight Loss Medication</b>		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
<b>Formulary Mail Order Program with Oral Contraceptive Coverage and Weight Loss Medication</b>		
Generic Copayment	\$10	90
Formulary Copayment	\$20	90
Non-Formulary Copayment	\$40	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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<sup>1</sup> includes Rx Selections® Drug List A list of drugs on the Rx Selections® formulary will be used.

**APPENDIX B**  
**MAINTENANCE & OPERATIONS JOB TRAINING PROGRAMS**

The District will develop and implement job-training programs for the following job classifications:

Maintenance job-training programs

Instrument Technician  
Plant Maintenance Electrician  
Plant Utility Maintenance Person  
Systems Utility Maintenance Person

Operations job-training program

Wastewater Plant Operator

It is the District's intent when feasible to develop and promote internal candidates.

Employees currently enrolled in the training programs will continue in the programs but will be subject to new program criteria. Changes in the program will be based on relevant operational need.

In order to receive job-training for these classifications, employees must first satisfy the District-established minimum qualifications which are relevant to the particular job classification, including those qualifications needed to progress through the program.

The job-training programs shall include classroom instruction and on-the-job training and, where feasible, will be done in-house.

The number of spaces available for employees to be placed into the job-training programs shall be at least equal to the number of projected openings for the particular job classification as determined by the District.

Except in exigent circumstances, or if there are no successful candidates, position vacancies shall be filled from the list of employees who have successfully completed the maintenance job-training program. The District will notify the Union in writing of a vacancy at least fourteen (14) days in advance of filling the vacancy.

The Maintenance job-training program shall include milestones which, when achieved by the employee, will result in additional compensation.

Employees in the Maintenance job-training program reaching certain milestones will be provided additional compensation unless the employee is in a classification with a higher base rate than the Utility Maintenance Person.

The following will be the pay for the Utility Maintenance Person:

- Successful completion of each of the first two (2) milestones will result in a fifty cents (\$.50) per hour increase for each milestone.
- Successful completion of the final two (2) milestones will result in a five percent (5%) base wage increase per each of the final two (2) milestones.

The milestones will be defined and in writing.

An employee entering into the Maintenance, WPO, FTO or OT job-training program will have the right to bump into the employee's former classification and applicable pay rate within twelve (12) months from the date of transfer into a Utility Maintenance Person, WPO, FTO or OT position. An employee desiring to withdraw from the training program after serving twelve (12) or more months in a Utility Maintenance Person position will have the right to bump into either an equal-rated or lower-rated classification.

The wage structure for the Wastewater Plant Operator training program will be as follows:

WPOs In-Training shall receive ninety percent (90%) of the "Standard Rate" during the first year of employment, ninety-five percent (95%) of the "Standard Rate" during the second year of employment, and one hundred percent (100%) of the "Standard Rate" at the start of the third year of employment.

The Wastewater Plant Operator training program will have qualification levels known as tiers. Each tier will contain specific requirements that determine an individual's standing in relation to other candidates. The tier structure and the associated qualifications will be as follows:

Tier structure for the Wastewater Plan Operator training program:

- Lateral Transfer
- Tier 1 – Local 2798 bargaining-unit member, Class II (or higher) Wastewater Works Certification and achieved the required assessment levels.
- Tier 2 – External candidate, Class II (or higher) Wastewater Works Certification and achieved the required assessment levels.
- Tier 3 – Local 2798 bargaining-unit member who possesses a valid OEPA Wastewater certificate, including Operator-In Training and achieved the required assessment levels.
- Tier 4 – Local 2798 bargaining-unit member who has successfully completed one or more of the following – EDS, TPC, OTCO, or California WW course and achieved the required assessment levels.
- Tier 5 – Local 2798 bargaining-unit member and achieved the required assessment levels.
- Tier 6 – External candidate and achieved the required assessment levels.

Current WPO's classified as "all but a license" or ("ABL") will not be subject to license requirements and will be grandfathered into the WPO position.

Former WPOs seeking to reenter the classification are subject to only the following:

1. They must obtain the Wastewater Class II Operator certification within 36 months, subject to the 12 and 24 month thresholds and consequences for failure as set forth above; and
2. Fulfillment of all on-the-job training requirements.

WPO day training hours will be from 7:00 a.m. to 3:00 p.m.

Both prior to and during implementation of this job-training program, the District will meet and consider input from the Union regarding the program as part of the Executive Labor Management Committee. The terms of the program will be determined by the District.

## **FIELD TECHNICIAN OPERATOR, OPERATOR TECHNICIAN AND WASTEWATER PLANT OPERATOR**

### **WASTEWATER CERTIFICATION**

An individual promoted to the Field Technician Operator (FTO), Operator Technician (OT), and Wastewater Plant Operator (WPO) position shall have thirty-six (36) months in which to obtain the required Wastewater Certification identified in the applicable job description.

During each twelve (12) month period of the thirty-six (36) months an FTO, OT, and WPO is in the FTO, OT, or WPO position, the employee must take the required Wastewater certification examination(s) and must receive a score of at least 25% by the end of the first consecutive twelve (12) months, a score of at least 50% by the end of the second consecutive twelve (12) months, and must successfully obtain the required Wastewater Certification by the end of the third consecutive twelve (12) months.

Failure to meet any of the Wastewater certification examination testing requirements set forth above will result in the employee being displaced into an equal-rated or lower-rated position for which the employee is qualified, and more senior.

### **COMMERCIAL DRIVER'S LICENSE**

An individual promoted to the FTO and OT positions shall have ninety (90) days in which to obtain the required Commercial Driver's License (CDL) identified in the applicable job description.

Failure to obtain the CDL within ninety (90) days will result in the employee being returned to his/her former position.

### **GENERAL INFORMATION**

To facilitate training for employees in progressions relative to the above classifications, the District shall provide the following:

1. Contact hours/training opportunities at no loss in pay to employees in the classification progression as well as to those in the classification. All employees may enroll in these courses, with priority to employees in the progression;
2. Correspondence courses;
3. Related Training Materials for employees in the progression;

Payment for the appropriate CDL training and the use of the District's vehicle(s) for applicable training and testing.

## APPENDIX C

### Prescription Safety Glasses Process

A prescription safety eyewear program has been established in the lab that offers a variety of frames and lenses that meet OSHA requirements. This program will be extended to 2798.

The District will pay for the frames and lenses included in the base program. The base program will include any frames from the Base Group (\$5.00) up to group C (\$20.00) with integrated side shields. Removable side shields will not be permitted. The program will include single vision, bifocal or trifocal lenses. All lenses will be polycarbonate with a scratch resistant coating and ultraviolet protection. The District will purchase new frames and lenses every two years if needed. If an employee's prescription is updated within one year, the District will pay for the replacement of the lenses. The employee is responsible for lost glasses and will be required to pay for replacement.

Lenses		Frames	
Single Vision	\$29.00	Base Group	\$5.00
Bifocal	\$51.00	Group A	\$10.00
Trifocal	\$59.00	Group B	\$15.00
*Progressive	\$90.00	Group C	\$20.00
**Duralite Polycarbonate Lenses: \$10.00			

\* Optional: Difference to be paid by the employee

\*\* Clear glass or plastic CR-39 may be substituted

The maximum cost the District will pay for safety glasses will be \$89.00, the cost of the lenses (\$29.00, \$51.00, \$59.00) plus a maximum value of \$20.00 for the frames, and \$10.00 for the polycarbonate lenses. An employee choosing a frame from group B or lower is not entitled to the difference in cost. An employee wishing to purchase progressive lenses will be responsible for the price difference between the bifocal or trifocal lenses. All other exceptions must be proven to be medically necessary.

June 8, 2009

## APPENDIX D

The following classifications and hourly levels of compensation are hereby adopted for the following non-supervisory Wastewater Treatment Plant employees and other hourly rate employees of the Northeast Ohio Regional Sewer District to be effective December 26, 2011, December 24, 2012 and December 23, 2013, as follows:

Classification	Hourly Rate 12/26/2011	Hourly Rate 12/24/2012	Hourly Rate 12/23/2013
Building Maintenance Person	24.78	25.27	25.78
Custodial Worker	16.88	17.22	17.56
Electrical Instrument Technician	27.56	28.11	28.67
Equipment Operator	21.32	21.74	22.18
Field Technician	20.56	20.97	21.39
Field Technician Operator	22.85	23.30	23.77
Instrument Technician	26.19	26.72	27.25
Maintenance Worker	19.34	19.73	20.12
Operator/Technician	21.94	22.38	22.83
Plant Clerk	18.38	18.75	19.12
Plant Maintenance Electrician	26.19	26.72	27.25
Plant Maintenance Machinist	24.15	24.64	25.13
Plant Utility Maintenance Person	26.19	26.72	27.25
Storekeeper	20.18	20.58	20.99
Storekeeper S	20.29	20.69	21.11
Systems Utility Maintenance Person	27.27	27.82	28.38
Tool Crib Attendant	19.58	19.98	20.38
Utility Maintenance Technician	20.33	20.74	21.15
Vehicle Mechanic	23.54	24.01	24.49
Vehicle Service Worker	19.02	19.40	19.79
Wastewater Plant Operator	23.62	24.10	24.58
UMP – Plant Utility Maintenance Person	21.52	21.95	22.39
UMP – Systems Utility Maintenance Person	21.52	21.95	22.39
UMP – Plant Maintenance Electrician	21.52	21.95	22.39
UMP – Instrument Technician	21.52	21.95	22.39
Plant Utility Maintenance Person/Welder	26.73	27.27	27.81
Utility Maintenance Technician/Equipment Operator	20.87	21.29	21.71

APPENDIX E

December 31, 2009

Mr. James Ciocia, Staff Representative  
AFSCME Ohio Council 8  
1603 E. 27<sup>th</sup> Street  
Cleveland, Ohio 44114

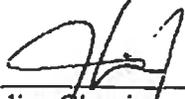
Re: Northeast Ohio Regional Sewer District  
and AFSCME, Ohio Council 8 and Local 2798, AFL-CIO

Dear Mr. Ciocia:

The District will supplement the current EIT classification with two (2) separate classifications: Plant Maintenance Electrician and Instrument Technician. Both the Plant Maintenance Electrician and Instrument Technician, including the current Instrument Technician, will be paid a rate of \$24.682.02 per hour, subject to any wage increases during the term of the 2009-2011 Collective Bargaining Agreement. Current EIT's will receive the current EIT rate of pay as set forth in the 2003-2005 Collective Bargaining Agreement, subject to any wage increases during the term of the 2009-2011 Collective Bargaining Agreement. Further, employees currently in the training program to become EIT's will be eligible for the progression rates culminating in the current EIT rate and shall be eligible for all wage increases as EIT's during the term of the 2009-2011 Collective Bargaining Agreement. Employees currently in the EIT classification and EIT's in training, once they have successfully completed their training, shall remain in the EIT classification for the duration of their employment with the District subject to the Collective Bargaining Agreement.

Very truly yours,

Northeast Ohio Regional  
Sewer District

  
\_\_\_\_\_  
Julius Ciaccia  
Executive Director

Accepted:

James A. Ciocia

Staff Representative

AFSCME Ohio Council