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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, 2021 through December 31, 2023

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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; Field Technician Operator - Heavy Equipment (HEFTO); Heating, Ventilation, Air Conditioning, and Refrigeration Technician (HVAC-R Tech); 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; 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, Wastewater Plant Operator In-Training.

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, Tool Crib Attendant 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, ancestry, 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 the above-identified categories.

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 for initial fees and monthly dues from pay or wages of employees upon receipt from the Union of individual written authorization cards voluntarily executed by an employee.

(a) **Union Membership Revocation/Maintenance of Membership.** Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of union membership does not revoke union dues authorization which may only be revoked as set forth below in subsection (b).

(b) **Union Dues Revocation.** Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the District and Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

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. The District shall provide the Union with a quarterly list of employees in AFSCME bargaining unit positions. The list shall contain the name of the employee, the employee's position, and the employee's date of hire. The first list shall be provided with the quarter ending March 31, 2019.

3.5. 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.

3.6. 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.

3.7. Should fair share fees become lawful through actions of the courts or through legislative action, the parties agree that the then lawful fair share fee process of the 2015-2017 Collective Bargaining Agreement will be reinstated.

3.8 PEOPLE Checkoff. The District will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the wages of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the District by the Union. Money deducted shall be remitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made.

The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

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

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

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

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 or Vice President shall be permitted to attend grievance hearings. This Section shall not prohibit grievants from appearing as witnesses at grievance hearings 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 Local Union president (or his/her designee) twelve (12) 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 four (4) hour segments, in instances where the Local Union president is a non-shift worker, and shall be taken in not more than eight (8) hour segments, in instances where the Local Union president is a twelve (12) hour shift worker. All time 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 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 each employee elected to a Union position super seniority for purposes of layoff or reduction in force during the terms of their respective offices.

4.13. The District shall notify the Local Union of any new hires into the bargaining unit and permit the local president or designee to meet with new hires during new hire orientation period.

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/Department Manager.

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 (or department manager for grievances involving Storekeepers). The superintendent (or department manager) (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 department manager) (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, the Local Union Vice President (or his/her designee), 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 suspend the time period for filing a demand for arbitration. However, all relevant time periods shall be suspended 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 communications, including email, 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

Michael McDowell

Nels Nelson

Daniel Zeiser

Jonathan Klein

Gregory Lavelle

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 7.7.

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 Chief Executive Officer may request the removal of any notice, which is believed to be in violation of this paragraph. Such request will be provided, in writing, to the Union by the 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 will not be eligible for promotion or lateral transfer 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.

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;
- (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.

11.4 When Union members have the same District seniority date, preference shall be given to employees alphabetically based on last name, then first name, then middle name for decisions or selection based on District seniority date.

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 for the duration of time he/she is on the temporary assignment.

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) or submit an online application 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. A copy of the bid lists will be provided to the Local President.

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 eligible for promotion or lateral transfer within the next nine-month period, subject to Articles 10.4 and 10.5 beginning with the date of the 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 within the next nine (9) month period, subject to Article 10.4 and 10.5. 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.

13.6. For vacancies posted in the Storekeeper classifications, the District agrees to give first consideration to an existing employee who places a bid for that vacancy, regardless of experience, prior to hiring into the Storekeeper Classification from outside the District.

13.7. In the event a vacancy occurs in the UMP-PUMP, UMP-IT, UMP-PME, UMP-SUMP or WPO-IT positions, the District shall consider employees who are qualified and have successfully completed the new-hire ninety (90) day probationary period, but have not been in their current position for nine (9) months before considering applicants who are not District employees.

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 at the employee's regularly scheduled start time on Monday to the same time the following Monday, 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.

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

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. Easterly and Westerly Wastewater Treatment Plants. 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.

Southerly Wastewater Treatment Plant. 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 6:45 p.m. Sunday and end at 6:45 a.m. Monday. The second shift (day) will begin at 6:45 a.m. and end at 6:45 p.m. Rotation shall occur every two (2) weeks.

20.3. 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.

20.5. Should the relief take place eight (8) or more 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-quarter (1/4) 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. A day begins at the start of his/her regular shift and completes after 24 hours.

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, paid Vacation hours and District paid Union Business 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. No Employee shall be charged (worked, refused or unavailable) for an overtime opportunity if that opportunity is subsequently canceled and no overtime is worked.

22.5. 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.

22.6. The overtime list will be posted in the employees' work area on a weekly basis.

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. Revised job descriptions for all job classifications in the bargaining unit will be provided to the Union which will have one (1) week to review and, upon request, meet and discuss the revisions.

23.2. Where significant changes in the method of operation or equipment occur, or if a new job is established which has not been previously classified, the District shall meet with the Union for the purpose of determining whether the job should be placed in a new Classification.

23.2.1. In the event the District and the Union are unable to reach agreement on the issue, the District may initially establish a new job classification and rate. 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. The District understands the impact death can have on an individual and a family; it creates a very difficult time. To ensure employees are able to grieve their loss and attend to important family matters, the District has adopted the following guidelines for bereavement.

Eight (8) hour shift employees are entitled to up to forty (40) hours of paid bereavement leave and twelve (12) hour shift employees are entitled to up to thirty-six (36) hours of paid bereavement leave for the loss of a spouse, mother, father, stepparent, child, step-child, or persons to whom they stand in loco parentis or who stood in loco parentis to them.

Eight (8) and twelve (12) hour shift employees are entitled to up to twenty-four (24) hours of paid bereavement leave for the loss of a brother, sister, half-brother, half-sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great-grandparent, grandparent, grandchild, or any relative residing with the employee (proof of residency required).

Eight (8) hour shift employees are entitled to up to eight (8) hours of paid bereavement leave and twelve (12) hour shift employees are entitled to up to twelve (12) hours of paid bereavement leave for the loss of an uncle, aunt, first cousin, niece or nephew.

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

The District recognizes the occasional need for additional bereavement leave. In the event that an employee requires bereavement leave in addition to the time set out above,

employees may utilize any and all accumulated unused leave with the approval of their supervisor/manager. Once these paid leaves are depleted, employees may request an unpaid leave.

Verbal or telephone requests for extended funeral leave shall be permitted, provided the employee gives at least twenty-four (24) hours' advance notice (unless special circumstances preclude such notice, in which case 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 Director of Human Resources of the District (or his/her designee), 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 for Operations employees and thirty (30) minutes for Maintenance employees, 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.

24.5.5. Employees shall receive fifty-six (56) sick hours with pay each calendar 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.

24.5.6. Employees who did not use their full fifty-six (56) sick hours in a calendar year shall be entitled to receive a cash buyback for all remaining unused sick days at one hundred percent (100%) of the employee's regular wage rate.

24.5.7. 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, with the exception of OPERS contributions and credited service, healthcare buy-out (if elected), Personal Days and Sick Leave with Pay and vacation accrual benefits for the period of the disability.

24.5.8. 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. **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.

24.7. If the District implements a Paid Parental (Maternity/Paternity) Leave policy for non-union employees, the same benefit will be provided to employees of the AFSCME bargaining unit.

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 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 personal transportation to and from 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.

27.4. Employees shall not be required to transport tools, equipment or gear in their personal vehicles (excluding hard hats, safety glasses and protective footwear).

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 a combination of 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 ten (10) years	120 hours
(C)	Ten (10) 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), tenth (10th) 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 one hundred percent (100%) 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 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 a Preferred Provider Organization (PPO) hospitalization and health care plan or its equivalent. Effective January 1, 2021, the District shall provide the plan benefits as summarized in Appendix A.

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 on the date of hire.

Through December 31, 2019, 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

Effective January 1, 2020, 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	23% of the premium
Employee + 1	18% of the premium
Employee + Family	15% of the premium

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

33.5. Employees who demonstrate they have alternative coverage may elect to waive major medical insurance from the District and receive \$350.00 per month in exchange for the waiver of insurance.

33.6. 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.

33.7. The District will make a lump sum monthly contribution to the Ohio AFSCME Care Plan for each employee beginning their date of hire. The contributions are as follows:

Life Insurance	\$7.50
Hearing	\$0.50
Vision III	\$16.25
Prescription Drug Reimbursement	\$15.00
Dental Level IV	\$60.00
EAP Level III	\$1.40
Total	\$100.65

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

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

33.10. 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 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. All employees shall be provided five (5) T-shirts by the District every year. It shall be the employee's 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	Two (2) summer
Fleet Services Mechanics and Fleet Service Workers	Four (4) summer
Building Maintenance Persons, Field Technician Operators, Operator/Technicians, Field Technicians, HEFTO, HVAC-R Tech and Systems Utility Maintenance Persons	Two (2) summer and two (2) upgraded winter

Employees may select one (1) jacket or one (1) sweatshirt instead of each upgraded winter coverall. Sweatshirts will be purchased by the District and laundered by the Employee.

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 C.

36.6. If an employee's identification card is lost or stolen, the District will provide the employee with up to two (2) replacement employee identification cards at no cost to the employee. Thereafter the employee will be responsible for the cost of replacing their employee identification card.

ARTICLE 37 PAY DAY

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

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 pay is erroneously short eight (8) or more hours of time earned, the District shall issue a payment 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 Labor Management Team .

38.8. The District shall provide the Union Staff Representative and the Local Union President 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 of the bargaining unit work being subcontracted and, upon request, meet and discuss the issue before subcontracting additional work within the scope of the bargaining unit.

ARTICLE 40 **WAGES**

40.1. All employees in the bargaining unit shall receive a zero percent (0.00%) across-the-board wage increase, retroactive to the pay period beginning on December 28, 2020. The parties acknowledge that Fact-Finder Michael King awarded a one percent (1%) bonus paid in year one, but in lieu of such bonus the parties agreed to the following:

All employees in the bargaining unit shall receive a one-time lump sum bonus of seven hundred dollars (\$700) within thirty (30) days of contract execution or by December 31, 2021, whichever comes first, such bonus shall not become part of employee's base pay.

Per the Fact Finder's report dated March 12, 2021, the one-time bonus was designated as an Essential Worker bonus. District Board Resolution No. 99-21, adopted on March 18, 2021, is incorporated herein.

40.2. All employees in the bargaining unit shall receive a two and one half percent (2.5%) across-the-board wage increase, retroactive to the pay period beginning on December 27, 2021.

40.3. Effective on the pay period beginning on December 26, 2022, all employees in the bargaining unit shall receive a three and one half percent (3.5%) across-the-board wage increase.

40.4. Building Maintenance persons shall receive an additional one dollar (\$1.00) per hour for performing construction work. Such work does not include repair and maintenance work for the preservation and restoration of existing structures.

40.5. A fifty-nine cent (\$0.59) per hour increase shall be added to the 2020 base wage of the Building Maintenance Person classification effective December 28, 2020.

40.6. A twenty-five cent (\$0.25) per hour increase shall be added to the 2020 base wage of the Plant Clerk classification effective December 28, 2020.

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.

ARTICLE 43 STATE LICENSE INCENTIVE

43.1. Effective March 25, 2019, the below certifications shall be increased by Twenty-Five Cents (\$0.25) per hour as follows:

Class I Certificate — Seventy-Five Cents (\$0.75) per hour over employee's regular rate.

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

Class III Certificate — One Dollar and Twenty-Five Cents (\$1.25) per hour over employee's regular rate.

43.2. As an incentive for career development, the District agrees to pay the biennial certification renewal fee set forth in the Ohio Revised Code 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 the Executive Labor Management Team which shall be convened at the request of either party to consider matters of concern. The Executive Labor Management Team shall be charged with specific objectives, tasks, deadlines and other relevant parameters. The Executive Labor Management Team shall 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 the Executive Labor Management Team shall constitute a waiver of the grievance/arbitration procedure set forth in the contract.

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.

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 an employee's breath alcohol test (BAT) or 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 any way.

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 Districts 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 once every two (2) years 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 once every two (2) years, 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 Chief Executive Officer'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 EMERGENCY CLOSING

51.1. When an emergency closing is declared by the Chief Executive Officer or his/her designee the pay for Union employees will be handled as follows:

51.2. Employees who are scheduled to work, but are released from working due to the emergency closing, will be paid at their standard rate for scheduled working hours. These hours will not count as hours worked for the purpose of computing overtime.

51.3. Employees who are scheduled to work, but are deemed as essential by management and are not relieved from working during the emergency closing will be paid time and one-half (1 1/2) for their scheduled working hours.

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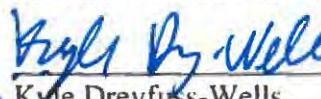
ARTICLE 52 DURATION

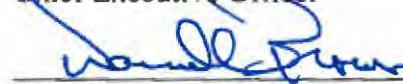
52.1. This Contract shall be in full force and effect from the date of ratification (by both parties), March 19, 2021 through December 31, 2023, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

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

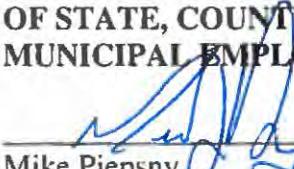
52.3. Both parties agree to make every effort to reach a settlement prior to the regular Board of Trustees meeting in January of 2024 in order that the Board of Trustees may adopt any resolutions necessary to implement the new Contract and to provide for guaranteed continuity of good labor-management relations.

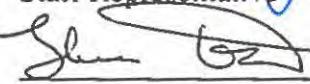
NORTHEAST OHIO REGIONAL SEWER DISTRICT

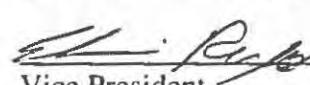
 7/30/2021
Kyle Dreyfuss-Wells, Date
Chief Executive Officer

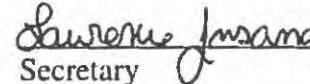

Darnell Brown, President Date
Board of Trustees

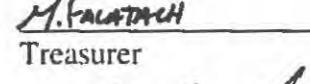
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

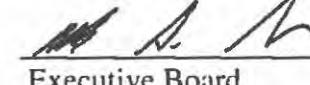
 7/28/21
Mike Piepsny, Date
Staff Representative

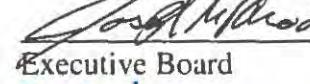
 7/28/21
Thomas Olsieski, President Date

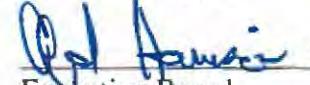
 7/28/21
Vice President Date

 7-28-2021
Lawrence J. Insana Date
Secretary

 07/28/2021
M. Falatarch Date
Treasurer

 7/28/21
Executive Board Date

 7-28-21
Executive Board Date

 7-29-21
Executive Board Date

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

AND

OHIO COUNCIL 8
LOCAL 2798
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

FOR

JANUARY 1, 2021 - DECEMBER 31, 2023

Total Approximate Cost: \$0.00

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



CHIEF LEGAL OFFICER

07/29/2021

Date

CERTIFICATION

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



CHIEF FINANCIAL OFFICER

07/29/21

Date

APPENDIX A - SUMMARY PLAN DESCRIPTIONS

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Northeast Ohio Regional Sewer District : Plan 2

Coverage Period: 06/01/2021- 12/31/2021
Coverage for: Single or Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$500/single, \$1,000/family Network \$500/single, \$1,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/single, \$4,000/family Network \$3,500/single, \$7,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 copay/visit	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Drug Out of Pocket Limit - Single	\$5,600	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$11,200	Does Not Apply	None
	Generic copay - retail Tier 1	\$10	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$10	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$20	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$20	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$40	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$40	Does Not Apply	Covers up to a 90-day supply.
	Specialty drugs	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance	Does Not Apply	Covers up to a 30 day supply. Certain <u>specialty drugs</u> are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$100 copay/visit		None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Urgent care</u>	\$20 copay/visit	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None

[For more information about limitations and exceptions, see the [plan](#) or policy document at MedMutual.com/SBC]

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	30% coinsurance	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, <u>copay</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	30% coinsurance	None
	Childbirth/delivery facility services	20% coinsurance	30% coinsurance	None
If you need help recovering or have other special health needs	<u>Home health care</u>	20% coinsurance	30% coinsurance	None
	<u>Rehabilitation services</u> (Physical Therapy)	20% coinsurance	30% coinsurance	(40 visits per benefit period)
	<u>Habilitation services</u> (Occupational Therapy)	20% coinsurance	30% coinsurance	(40 visits per benefit period)
	<u>Habilitation services</u> (Speech Therapy)	20% coinsurance	30% coinsurance	(20 visits per benefit period)
	<u>Skilled nursing care</u>	20% coinsurance	30% coinsurance	(100 days per benefit period)
	<u>Durable medical equipment</u>	20% coinsurance	30% coinsurance	None
	<u>Hospice services</u>	20% coinsurance	30% coinsurance	(180 days per benefit period)
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	Inclusive with a <u>preventive</u> well child visit
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

• Acupuncture	• Dental Care (Adult)	• Non-emergency care when traveling outside the U.S.
• Children's dental check-up	• Hearing Aids	• Routine Eye Care (Adult)
• Children's glasses	• Infertility Treatment	• Routine Foot Care
• Cosmetic Surgery	• Long-Term Care	• Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

• Bariatric Surgery	• Chiropractic Care	• Private-Duty Nursing
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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-287-2323 x61565 or oiso.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for sample medical situations, see the next section

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC]

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About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> <u>overall deductible</u>	\$500
■ <u>Specialist copay</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	----------

In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,500

What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,070

Managing Joe's Type 2 Diabetes

(a year of routine in network care of a well-controlled condition)

■ The <u>plan's</u> <u>overall deductible</u>	\$500
■ <u>Specialist copay</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	---------

In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0

What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$720

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> <u>overall deductible</u>	\$500
■ <u>Specialist copay</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	---------

In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$300

What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$900

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

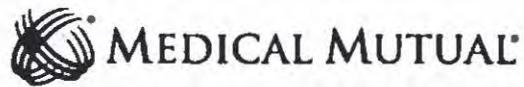
[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC]

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Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملاحظة: إنك قد تحدثت باللغة. فإن خدمات المساعدة اللغوية متاحة لك (بالإنجليزية) على رقم 1-800-382-5729 (رقم هاتف الصمم والصم: 711).

Pennsylvania Dutch

Wann du Deitsch schwetscht, kannscht du mitaus Koschtlebber gricke, ass dihr heift mit die englisch Schprooch. Ruf selfi Nummer uff: Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телефон: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Dii ba aki' nizin: Dii saad bee yáñílti' go Diné Bizaad, saad bee áká'ánida'áwo'déé', t'áá jíik'eh, éi ná hólq, kojí' hódiilnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltuudhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711) 번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711)まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телефон: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung hagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

**QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE
SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.**

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

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

Utility Maintenance Person - Instrument Technician (UMP-PMIT)
Utility Maintenance Person - Plant Maintenance Electrician (UMP-PME)
Utility Maintenance Person - Plant Utility Maintenance Person (UMP-PUMP)
Utility Maintenance Person - Systems Utility Maintenance Person (UMP-SUMP)

Operations job-training program

Wastewater Plant Operator (WPO-IT)

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, independent study, on-line instruction, evaluations and reviews, and on-the-job training and, where feasible, will be done in-house. The job-training programs may also include correspondence and/or computer courses, at the discretion of the District.

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, full-craft position vacancies shall be filled from the list of employees who have successfully completed the corresponding 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.

An employee entering into the Maintenance or WPO 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 -or WPO, 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.

An employee successfully completing a job-training program must work in the corresponding full-craft job classification in active status for two (2) years, provided that any location-specific designation shall not apply to this two-year requirement.

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.

MAINTENANCE JOB TRAINING PROGRAMS

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 immediately prior to entering the Maintenance Job Training program, 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 hour for each of the final two (2) milestones for employees in the UMP-Plant Utility Maintenance Person, UMP-Plant Maintenance Electrician and UMP-Instrument Technician positions.
- Successful completion of the third milestone will result in a five percent (5%) base wage increase and completion of the final milestone will result in a ten percent (10%) base wage increase for employees in the UMP-Systems Utility Maintenance Person position.

The milestones will be defined and in writing.

Individuals with appropriate training and experience, as defined in the Instrument Technician, Plant Maintenance Electrician and Plant Utility Maintenance Person job descriptions, may enter the Maintenance Training Program at the third milestone (M6000) and may complete the training program with an additional 2,000 tracked hours.

Individuals with appropriate training and experience, as defined in the Systems Utility Maintenance Person job description, may enter the Maintenance Training Program at the third milestone (M6000) and may complete the training program with an additional 2,000 to 4,000 tracked hours.

Upon full completion of the maintenance training program, as determined by the District, a maintenance trainee is eligible to bid on and must bid on a full-craft position in the corresponding craft. The District will post a full-craft maintenance position in the

corresponding craft within sixty (60) days of a maintenance trainee completing the training program.

OPERATIONS JOB-TRAINING PROGRAM (WPO-IT)

WASTEWATER CERTIFICATION

An individual promoted to the Wastewater Plant Operator In Training (WPO-IT) position shall have thirty-six (36) months in which to obtain the Ohio EPA Class II Wastewater Operator Certification identified in the applicable job description.

WPO-ITs must also obtain Ohio EPA Class I Operator Certificates within 24 months of placement into the positions.

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.

The wage structure for the WPO-IT training program will be as follows:

WPO-IT's shall receive ninety percent (90%) of the "Standard Rate" during the first year in the classification, ninety-five percent (95%) of the "Standard Rate" after successful achievement of 2,000 tracked hours and attainment of a Class I Wastewater Operator Certificate from the State of Ohio, and one hundred percent (100%) of the "Standard Rate" after successful achievement of 4,000 tracked hours and attainment of a Class II (OIT) Wastewater Operator Certificate from the Ohio EPA.

Individuals who possess Ohio EPA Class II Wastewater Operator Certification and have two years of actual wastewater treatment plant operating experience upon hire or promotion into the WPO-IT position shall receive 100% of the "Standard Rate" and may complete the training program in 12 months.

Upon full completion of the WPO-IT program training, as determined by the District, a WPO-IT is eligible to bid on and must bid on a full-craft WPO position. The District will post a WPO position within sixty (60) days of a WPO-IT completing the training program.

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 Plant Operator training program:

- 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 WPO-IT's seeking to enter the WPO classification are subject to only the following:

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

Fulfillment of all on-the-job training requirements.

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

FIELD TECHNICIAN OPERATOR AND OPERATOR TECHNICIAN

WASTEWATER CERTIFICATION

An individual promoted to the Field Technician Operator (FTO) or Operator Technician (OT) 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 and OT is in the FTO or OT 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.

BARGAINING UNIT POSITIONS REQUIRING A COMMERCIAL DRIVER'S LICENSE

An individual promoted to a position requiring a Commercial Driver's License shall have ninety (90) days from the first day the training is commenced in which to obtain the required

Commercial Driver's License (CDL) identified in the applicable job description.

Failure to obtain the CDL within the ninety (90) days set forth above 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 and computer 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

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 - WAGES

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 28, 2020, December 27, 2021 and December 26, 2022, as follows:

AFSCME HOURLY RATES (excludes shift premium & license incentive)	Contract 2021-2023		
	Hourly Rate	Hourly Rate	Hourly Rate
	<u>12/28/2020</u>	<u>12/27/2021</u>	<u>12/26/2022</u>
<u>Classification</u>			
Building Maintenance Person	30.00	30.75	31.83
Custodial Worker	20.02	20.52	21.24
Electrical Instrument Technician	32.68	33.50	34.67
Equipment Operator	25.29	25.92	26.83
Field Technician	24.40	25.01	25.89
Field Technician Operator	27.93	28.63	29.63
Field Technician Operator Heavy Equipment (HEFTO)	28.93	29.65	30.69
Fleet Services Mechanic	28.49	29.20	30.22
Fleet Services Worker	22.56	23.12	23.93
HVAC R Technician (HVAC)	30.00	30.75	31.83
Instrument Technician	31.08	31.86	32.98
Maintenance Worker	22.94	23.51	24.33
Operator/Technician	26.58	27.24	28.19
Plant Clerk	22.06	22.61	23.40
Plant Maintenance Electrician	31.08	31.86	32.98
Plant Maintenance Machinist	28.64	29.36	30.39
Plant Utility Maintenance Person	31.08	31.86	32.98
Plant Utility Maintenance Person/Welder	31.71	32.50	33.64
Storekeeper	23.93	24.53	25.39
Storekeeper S	24.17	24.77	25.64
Systems Utility Maintenance Person	32.36	33.17	34.33
Utility Maintenance Technician	24.11	24.71	25.57
UMP - Plant Utility Maintenance Person	25.54	26.18	27.10
UMP - System Utility Maintenance Person	25.54	26.18	27.10
UMP - Plant Maintenance Electrician	25.54	26.18	27.10
UMP - Instrument Technician	25.54	26.18	27.10
Utility Maintenance Technician/Equipment Operator	25.32	25.95	26.86
Wastewater Plant Operator	28.59	29.30	30.33

APPENDIX E - EIT CLASSIFICATION

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 pad 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.

The District will give first consideration to employees who have the qualifications for the position of EIT and continue to provide a pathway for employees to transfer to the EIT classification.

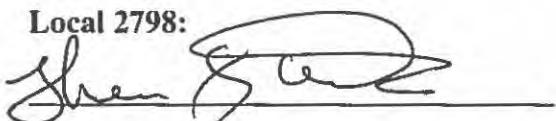
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
LOCAL UNION 2798, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

Update to Appendix E

The parties agree to convene a committee comprised of three representatives of management and three representatives from the Union to discuss the possible structure and approach to implementing the EIT training program referenced in Appendix E and integrating it with the District's Maintenance Training Program as described in Appendix B. The committee shall be convened within 90 days of ratification of the 2021 – 2023 agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of _____, 2021.

Local 2798:



Northeast Ohio Regional Sewer District:



Kyle Dreyfuss-Wells, CEO

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



Eric Luckage, Chief Legal Officer

07/29/2021

Date

July 30, 2015

Mark Davis
AFSCME, Ohio Council 8
1603 East 27th Street
Cleveland, Ohio 44114-4217

Re: Equalization of Overtime Letter of Agreement

Dear Mr. Davis:

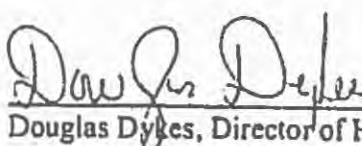
The following chart outlines the agreed upon categories, definitions and related scenarios to clarify how equalization of overtime will be tracked for AFSCME employees.

Equalization of OT Definitions		
Category	Definition	Scenarios
Refused	Employee was contacted at their designated primary contact number or asked face to face and the employee refused the opportunity to work.	1.) Contacted employee and they said No 2.) Spoke directly to employee (face-to-face) and they said No
Unavailable	Employee was contacted at their designated primary contact number and OT was extended or was attempted to be extended and no response was received. Employee has not "Accepted" or "Refused" overtime or we have not heard from the employee.	1.) Attempted contacting the employee using their primary contact number but unsuccessful in speaking to the employee 2.) Employee was contacted or opportunity for OT was discussed with employee face to face and employee did not respond to OT offering in time allotted 3.) Employee is off of work on leave (i.e. sick, vacation, PTO, personal holiday, FMLA, Workers Compensation, personal leave, bereavement, administrative leave, suspension, etc.) 4.) Employee is not trained in that unit or on days for training (new hire, lateral, promotion), if applicable 5.) Employee in their probation period (90 days), if applicable

The following chart outlines the practice of averaging the overtime hours for AFSCME employees who are hired, promoted or transferred subsequent to the beginning of the year.

Averaging Overtime Equalization	
Employee Category	Process
Operations	When a Union employee is hired, promoted or transferred into Operations an average number of overtime hours is calculated based on crew assignment. This amount is calculated by taking the average number of hours worked, refused and not available of all employees on their assigned crew. The average amount is the amount of hours that the employee will start with on the equalization of overtime list.
Maintenance	When a Union employee is hired, promoted or transferred into Maintenance an average number of overtime hours is calculated based on job classification*. This amount is calculated by taking the average number of hours worked, refused and not available of all employees in the same job classification. The average amount is the amount of hours that the employee will start with on the equalization of overtime list. <i>*If the employee is at Southerly these amounts are calculated based on job classification and unit.</i>

NORTHEAST OHIO
REGIONAL SEWER DISTRICT


Douglas Dykes, Director of Human Resources

12/21/15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
LOCAL UNION 2798, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

4-Day/10 Hour Schedule

The parties agree to convene the Executive Labor Management team to discuss the possible implementation of a 4-day/10-hour schedule in addition to the current 5-day/8-hour schedule. The parties shall commence these discussions within 90 days of ratification of the 2021-2023 Agreement.

If agreement is reached by the committee to implement a 4-day/10-hour schedule, it shall be subject to the approval of the Union membership and the District's Chief Executive Officer and will be implemented through a separate Memorandum of Understanding.

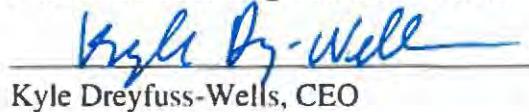
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of _____, 2021.

Local 2798:



058

Northeast Ohio Regional Sewer District:



Kyle Dreyfuss-Wells, CEO

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



Eric Luckage, Chief Legal Officer

Date

07/29/2021