

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

0410-02

BETWEEN

THE CITY OF EAST LIVERPOOL, OHIO

AND

THE GLASS, MOLDERS, POTTERY, PLASTICS, AND ALLIED
WORKERS, INTERNATIONAL UNION, AFL-CIO, CLC, AND
LOCAL UNION #333 - DISPATCHERS/JAILERS

Effective June 1, 2011

Expires May 31, 2014

Case # 2008-MED-11-1337

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PREAMBLE

The intent and purpose of this agreement is to maintain and further harmonious labor relations upon a constructive and sound foundation. This foundation has as its cornerstone the acceptance and recognition of the obligation and rights of both parties. The foundation embraces a true spirit of full cooperation with the parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous city.

AGREEMENT

This agreement is made and entered into at East Liverpool, Ohio, this first (1st) day of June 2011, by and between the City of East Liverpool, Ohio, and the Glass, Molders, Pottery, Plastics, and Allied Workers (GMP), International Union (AFL-CIO, CLC), and its Local Union #333.

The City of East Liverpool, Ohio, and the GMP, International Union (AFL-CIO, CLC) and its Local Union #333, agree that they are authorized to negotiate this contract on their own behalf and on the behalf of the City signatory hereto, and on behalf of the dispatchers/jailers of this City, and each party to this contract agrees to comply with all of the terms and provisions of this contract during the life thereof.

The City of East Liverpool, Ohio, and the GMP, International Union (AFL-CIO, CLC) and its Local Union #333, acknowledge that this agreement has been reached as a result of collective bargaining in good faith, and that this agreement, along with the schedule of wage rates, embodies the complete and final understanding reached by the parties as to wages, hours, and all other items and conditions of employment of all employees covered by this agreement.

ARTICLE 1 DEFINITIONS

- A. "Employer" shall mean the City of East Liverpool, Ohio.
- B. "Union" shall mean the Glass, Molders, Pottery, Plastics, and Allied Workers, International Union (AFL-CIO, CLC), and its Local Union #333, who may sometimes hereinafter be referred to as the "GMP."
- C. "Employee" means and includes all dispatchers/jailers for the City of East Liverpool, Ohio.

ARTICLE 2
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all dispatchers/jailers of the Employer.

Section 2. The Employer further agrees that it will recognize and will not interfere with the rights of its employees to become members of the Union, and that there shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against any member because of membership in the Union. The GMP agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the GMP or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3. The Law Director's Office recognized the GMP as the collective bargaining agent in his May 20, 1987, letter to the Union.

ARTICLE 3
FAIR SHARE FEE

Section 1. All employees in the bargaining unit who are not members in good standing within sixty (60) days from the date of hire shall, as a condition of employment, pay a fair share fee to the Union subject to all requirements and stipulations of ORC 4117.09.

The fair share amount shall be certified to the Employer by the Treasurer of the Local Union #333. The deduction of the fair share fees from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. A separate alphabetical listing of all names of employees who are being assessed a fair share shall be furnished to the Treasurer of Local 333. Payment of fair share fees to the Union shall be made similarly to the regular dues deductions as provided for in Article 4.

The Employer shall notify each new employee at the time of hire of his or her right to join the Union as he or she so desires. Each employee will also be notified of his or her obligation, as a condition of employment, to payment of fair share fees as described above.

Section 2. It is the intent of the parties that this article comply with state and federal law, where required, that are currently in existence or developed in the future.

Section 3. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this

article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 4 **DUES CHECK OFF**

Section 1. The City will respect individual written authorization by employees to deduct from their wages or salaries such amounts as they have agreed to as regular Union dues and transmit such sums to the Treasurer of Local Union #333. Likewise, the City will respect individual written requests for withdrawals from payroll deduction of Union dues upon written request from individual employees of Local Union #333. An employee who withdraws from membership shall be subject to the fair share fees set forth in Article 3 herein.

Section 2. The Union shall furnish printed cards for authorization of payroll deductions and withdrawals. These cards will be maintained in the Union office and furnished to the employee at his request. The authorization for deduction of Union dues shall be effective at the next regular pay of the employee at which time dues are deducted, but not within five (5) days of the date authorizing such deduction. The withdrawal of authorization of deduction of Union dues shall not be effective until the expiration of thirty (30) days, and the Financial Officer of the City shall notify the elected Treasurer of Local #333 of the withdrawal within one (1) week of its authorization by the employee. The Financial Officer of the City shall provide the Union with a master list of Union employees having dues checked off, and shall thereafter inform the Union Treasurer of any changes to such list as they occur.

Section 3. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article and Article 3, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5 **EMPLOYEE ADDRESS AND INFORMATION**

Each employee shall be responsible for furnishing to the Auditor's Office of his Employer and to the Recording Secretary of the Local Union, his mailing address, social security number, and a telephone number at which he can be reached, and shall likewise furnish changes in his mailing address and telephone number. Such mailing address and telephone number may be used by his Employer in giving any notice to the employee which may be required under any of the articles of this contract. The Employer shall, not later than April 1 of each year, furnish the Secretary-Treasurer of the International Union

and the Local Union with a current and corrected list of the names and addresses of employees coming under the jurisdiction of this contract.

ARTICLE 6
FAIR EMPLOYMENT PRACTICE AND EQUAL OPPORTUNITIES

Section 1. The Employer and the Union recognize their responsibilities under civil rights laws preventing discrimination against any employee because of race, color, religion, national origin, age, sex, or disability.

Section 2. Wherever the masculine gender is used throughout this contract, it is also to include the female gender.

Section 3. The parties agree to comply with the Family and Medical Leave Act.

Section 4. Alleged charges of discrimination (statutory right) may be appealed in accordance with the applicable federal and/or state statutes and regulations.

Any disputes under this article, as with all other articles of this contract, may be appealed through the grievance procedure herein.

ARTICLE 7
RANK & WAGES

Section 1. **Rank Designation**

Sixth Class Dispatcher	Less than twelve (12) months of continuous service with the Department as a full-time, fully paid Dispatcher
Fifth Class Dispatcher	More than twelve (12) months of continuous service with the Department as full-time, fully paid Dispatcher, but less than twenty-four (24) months
Fourth Class Dispatcher	More than twenty-four (24) months of continuous service with the Department as a full-time, fully paid Dispatcher, but less than thirty-six (36) months
Third Class Dispatcher	More than thirty-six (36) months of continuous service with the Department as a full-time, fully paid Dispatcher, but less than forty-eight (48) months
Second Class Dispatcher	More than forty-eight (48) months of continuous service with the Department as

First Class Dispatcher	a full-time, fully paid Dispatcher, but less than sixty (60) months
Part-Time Dispatcher	More than sixty (60) months of continuous service with the Department as a full-time, fully paid Dispatcher Less than 2080 hours per year of service with the Department as a Dispatcher.

Section 2. Effective with the first full pay period of January 1, 2011, the regular rate of pay for a bargaining unit employee shall be as follows:

<u>Classification</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
First Class Dispatcher	\$32,572.80	\$15.66
Second Class Dispatcher	\$30,944.16	\$14.88
Third Class Dispatcher	\$29,396.95	\$14.13
Fourth Class Dispatcher	\$27,927.10	\$13.43
Fifth Class Dispatcher	\$26,530.75	\$12.76
Sixth Class Dispatcher	\$25,204.21	\$12.12
Part-Time Dispatcher		\$12.12

Section 3. The City of East Liverpool and the Union agree to re-open negotiations for the express purpose of negotiating wages only for calendar years 2013 and 2014, in accordance with O.R.C. 4117.

Section 4. Shift differential shall be paid at the rate of forty cents (\$.40) per hour for the second shift and forty-five cents (\$.45) per hour for the third shift.

Section 5. As dispatcher/jailers are assigned the duties of Deputy Clerk (to assist the East Liverpool Municipal Court), additional compensation of fifty cents (\$.50) per hour was rolled into their base rate of pay as of March 1, 2007.

Section 6. Bargaining unit employees hired on or before December 31, 2008, who attain and maintain 9-1-1 certification, will receive a wage supplement of fifty-five cents (\$.55) per hour. 9-1-1 certification shall be a job requirement for employees hired on or after January 1, 2009.

Section 7. Bargaining unit employees hired on or before February 28, 2009, will receive a monthly communication allowance of thirty-five (\$35.00) dollars.

Section 8. Certification pay shall be afforded to employees hired on or before December 31, 2008, who obtain and maintain certification in areas of responsibility of a police dispatcher. Certification pay in the amount of thirty dollars (\$30.00) per month, per certification, for up to a maximum of four (4) certifications per employee, is available for eligible employees for any of the following certifications:

LEADS	HAZMAT AWARENESS
NOTARY	9-1-1

All of the above certifications, excluding "notary," shall be job requirements for employees hired on or after January 1, 2009. Employees hired on or after January 1, 2011, who obtain certification as a notary shall be afforded certification pay in the amount of one hundred dollars (\$100.00), with additional payments of one hundred dollars (\$100.00) every five years upon renewal.

Section 9. Upon hire as a full-time, fully paid dispatcher with the Department, a part-time dispatcher's accumulated hours with the Department shall be calculated to determine their wage classification.

ARTICLE 8

WORK DAY AND WORK WEEK

Section 1. The normal work week for full-time employees shall be forty (40) hours. The work day will normally consist of eight (8) hours, inclusive of sixty (60) minutes of break and lunch time (one-half [1/2] hour lunch and two [2] fifteen [15] minute breaks). The scheduling and/or combining of the breaks and lunch time are subject to the approval of the Chief/designee, based upon operational needs. As the sixty (60) minutes referenced above is paid time, employees are subject to recall to duty and/or may not be released in cases of emergency or important operational needs.

Section 2. The Director of Public Service/Safety or his designee shall establish the shift schedules for each full-time position. At least twice per calendar year (e.g., January and July), employees may bid for the shift schedules on the basis of seniority (most senior picks first).

pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this contract.

Section 4. When an employee is called to full-time duty by the Local Union, International Union, public office, or state or federal or AFL-CIO, he shall be granted leave of absence up to five (5) years, and must renew his leave of absence each of these five (5) years with the Mayor. Upon this contract, taking his position on the seniority list indicated by his years of service including time spent on such duties for which leave was granted.

Section 5. When a meeting is held at which disciplinary action is going to be given to an employee, and a written record of that action is going to be placed in his personnel file as formal discipline, he shall, if he so requests, have the Chairperson present at the meeting.

Section 6. Should there be any part-time employees, they will be treated the same as full-time employees as to joining the Union. Wages, benefits, and any other coverage enjoyed by full-time employees may be addressed separately for part-time employees.

ARTICLE 12

JOB CLASSIFICATION AND SENIORITY

Section 1. An employee's seniority will be that uninterrupted length of continuous service with the City in any classification within the bargaining unit. Probationary and part-time employees will have no seniority until they become a permanent full-time employee, and then their seniority date shall be their original date of hire. Initial probationary employees will be laid off first. All newly hired bargaining unit employees shall be subject to an initial probationary period of eighty-five (85) work days, from the date of hire, inclusive of the eighty-fifth (85th) work date. The retention of such employee at any time during the initial probationary period shall be at the sole discretion of the Employer. Additionally, the Employer may extend the initial probationary period for a period of up to sixty (60) calendar days, with mutual agreement of the Union. Continued employment during any such extension remains at the sole discretion of the Employer.

Section 2. If an employee is discharged and/or quits and is later rehired, he/she shall be considered a new employee.

Section 3. Seniority shall be broken (or terminated) when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of time equal to the amount of his/her seniority at the time of layoff.

Section 4. Seniority shall be used for preference of vacation periods, shift assignments, and overtime subject to the provisions of this agreement.

Section 5. Employees laid off will be recalled by seniority. Should an employee not report back to work within ten (10) working days after a recall, they shall be considered a "quit," unless an agreement is worked out between the parties prior to the expiration of the ten (10) day period.

Section 6. Seniority shall accumulate while an employee is absent due to a sickness or injury, provided he/she returns to his/her job as soon as he/she is medically able and is on an approved leave of absence, paid and/or unpaid, as applicable.

Section 7. Part-time employees who have successfully completed their initial probationary period and any extension thereof, and who do not have active disciplinary actions of record, shall be offered a full-time position within the bargaining unit, prior to the consideration of external applicants.

ARTICLE 13
NO STRIKE/NO LOCKOUT

During the term of this agreement, the City agrees not to lockout the members of the Union. The Union agrees that there shall be no strikes, work stoppages, slowdowns, or other interruptions of work.

ARTICLE 14
PUBLIC EMPLOYEES RETIREMENT SYSTEM

The current Public Employees Retirement System of Ohio is acceptable and will continue.

ARTICLE 15
GROUP INSURANCE

- A. The City will continue to make available to all full-time bargaining unit employees basic hospitalization and major medical coverage, and supplemental dental, vision, and prescription coverage. The Employer reserves the right to select carriers/providers and/or to otherwise determine the manner by which any and all coverage is to be provided.
- B. The Employer shall continue to contribute up to a maximum amount, per full-time employee, hired prior to January 1, 2011, per month, toward the total costs of coverage:

Type of Coverage	Maximum Monthly Employer Contribution
Single	\$260.00
Family	\$625.00

Should the costs exceed the maximum amount set forth above, a participating employee shall be required to:

1. Contribute up to the first one hundred dollars (\$100.00) above the maximum Employer contribution.
 2. If applicable, contribute one-half (1/2) of any costs above three hundred sixty dollars (\$360.00) and seven hundred twenty-five dollars (\$725.00), respectively.
- C. The Employer shall contribute up to a maximum amount, per employee hired on or after January 1, 2011, per month, towards the total cost of coverage as follows:

Effective Date	Type Of Coverage	Maximum Monthly Employer Contribution
1/1/11	Single	\$500.00
	Family	\$500.00

1. For employees hired on or after January 1, 2011, should the cost exceed the maximum amounts set forth in subsection (A) above, the participating employee shall be required to contribute one hundred percent (100%) of the amount in excess of such maximum, for the next one hundred dollars (\$100.00) of excess cost, in order to continue participation. Should the costs of coverage exceed six hundred dollars (\$600.00) for coverage, any such expenses shall be split as follows:

6th Class Dispatchers- the Employer will cover fifty percent (50%) of the costs and the employee covering fifty percent (50%) of the costs.

5th Class Dispatchers - the Employer will cover fifty percent (50%) of the costs and the employee covering fifty percent (50%) of the costs.

4th Class Dispatchers - the Employer will cover forty-five percent (45%) of the costs and the employee covering fifty-five percent (55%) of the costs.

3rd Class Dispatchers - the Employer will cover forty percent (40%) of the costs and the employee covering sixty percent (60%) of the costs.

2nd Class Dispatchers - the Employer will cover forty percent (40%) of the costs and the employee covering sixty percent (60%) of the costs.

1st Class Dispatchers - the Employer will cover thirty-five percent (35%) of the costs and the employee covering sixty-five percent (65%) of the costs.

The total employee contribution shall be capped at five hundred and seventy-five dollars (\$575) per month.

- D. An Insurance Committee (that of which the dispatchers/jailers will be a part) will review other insurance options as they may arise.

ARTICLE 16 **OVERTIME**

Section 1. Overtime Pay. An employee shall receive one and one-half (1 1/2) times his/her combined hourly rate for each hour or fraction thereof which he/she works in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of forty (40) hours in a seven (7) day period. "Combined hourly rate," as used herein, shall include the base hourly rate, shift differential, and longevity, as applicable.

Section 2. Overtime Work.

- A. The Director of Public Service-Safety or his/her designee shall be the sole judge of the necessity for overtime. The Director of Public Service-Safety or his/her designee shall endeavor, insofar as it can be reasonably practicable, to make an equitable distribution of scheduled overtime within a job classification within the same shift and by seniority. For the purpose of this article, scheduled overtime means overtime which is assigned twenty-four (24) hours or more prior to the commencement of the overtime work. Non-scheduled overtime means overtime which is assigned less than twenty-four (24) hours prior to the commencement of overtime work.
- B. Employees shall be required to work non-scheduled overtime when requested by the Director of Public Service/Safety or his/her designee. Full-time dispatcher/jailers will be offered non-scheduled overtime first, followed by part-time dispatcher/jailers, then police officers.
- C. Scheduled overtime in the dispatcher/jailer classification will be offered to the part-time dispatcher/jailer (twenty-eight [28] hours per week limit) first, then full-time dispatcher/jailers, then police officers.
- D. Overtime work will be offered to qualified employees within the job classification and within a shift by seniority. Employees may initially refuse overtime. If a sufficient number of employees do not voluntarily accept, the Director of Public Service/Safety or his/her designee shall assign the overtime to qualified employees within the classification involved in the inverse order of their classification seniority and the employee(s) shall be required to work.

E. Notwithstanding the above, during non-regular Municipal Court days and hours, the City jail will be staffed by qualified police officers. During regular Municipal Court hours, police officers will be assigned to dispatcher/jail after such work has first been offered to qualified dispatcher/jailers.

ARTICLE 17
VACATION

Section 1. Full-time employees become eligible for vacations with pay after completion of one (1) year of continuous full-time service.

Section 2. Final authority to schedule a particular vacation rests solely with the Chief of Police who shall grant scheduling requests of vacations in accordance with departmental seniority, unless said Chief of Police has reasonable justification to schedule otherwise.

Employees will be required to make their vacation selection for the upcoming year by seniority (most senior first) by December 15 of the preceding year. After vacation selections have been made, any change or addition thereto will only be allowed as a result of separation from employment of another employee, or if a vacation slot remains open, and only if requested at least twenty-one (21) days in advance. Such change or additions cannot conflict with vacation selections in place and/or negatively impact operational needs and/or staffing levels.

Section 3. A vacation week shall be defined as commencing Sunday through the following Saturday.

Section 4. Vacation pay shall be based only upon a regular eight (8) hour work day for full-time employees.

Section 5. For employees hired prior to January 1, 2011, vacation time shall be accrued in the following manner and amounts commencing with the calendar date of initial full-time employment and based upon a forty (40) hour or five (5) day work week:

<u>Completed Years of Continuous Service</u>	<u>Weeks of Vacation Entitlement</u>
At least 1 but less than 5 years	2 weeks
At least 5 but less than 10 years	3 weeks
At least 10 but less than 15 years	4 weeks
At least 15 years but less than 20 years	5 weeks

Employees hired on or before March 15, 2007, shall also be entitled to vacation as follows:

At least twenty (20) years but less than twenty-five (25) years	6 weeks
After twenty-five (25) years of service	7 weeks

For employees hired on or after January 1, 2011, vacation time shall be accrued in the following manner and amounts commencing with the calendar date of initial full-time

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employment and based upon a forty (40) hour or five (5) day work week:

<u>Completed Years of Continuous Service</u>	<u>Weeks of Vacation Entitlement</u>
At least 1 but less than 2 years	1 weeks
At least 2 but less than 5 years	2 weeks
At least 5 but less than 10 years	3 weeks
At least 10	4 weeks

Section 6. In the event that an employee terminates his employment with the City by voluntary termination, retirement, or death, as part of his/her final pay, he/she shall be entitled to receive vacation pay earned during the present calendar year of employment.

Section 7. Any employee who is discharged shall not be entitled to an unused vacation allowance for the calendar year in which he/she is discharged.

Section 8. In the event that any scheduled vacation includes an official holiday of the City, the employee will be paid for the holiday at straight time as well as for the vacation day.

Section 9. Any employee with three (3) or more weeks of vacation may divide one (1) week into days with the advance approval of the Chief. Any employee with four (4) or more weeks of vacation may divide two (2) weeks into days with the advance approval of the Chief. Additionally, single days of vacation must be requested at least seven (7) calendar days in advance, unless otherwise waived by the Chief. Each full-time dispatcher/jailer, hired prior to January 1, 2011, who is entitled to take three (3) weeks or more of vacation per year shall be granted, at his election, the right to work one (1) week of vacation and in addition to vacation pay shall receive compensation for regular hours worked.

ARTICLE 18 **HOLIDAYS**

Section 1. For the purpose of this agreement, the official holidays are:

New Year's Day	Easter
President's Day	July 4 th
Columbus Day	Memorial Day
Thanksgiving Day	Labor Day
Veterans' Day	Christmas Day

Section 2. Full-time employees who have been employed by the City thirty (30) days immediately preceding said holiday shall receive, as holiday pay, his/her normal wages based upon an eight (8) hour work day.

Section 3. If it is determined that a full-time or part-time employee must work on any of the aforementioned holidays, and said employee has been employed by the City thirty (30) days immediately preceding said holiday, said employee shall receive, in addition to his normal wage based upon an eight (8) hour work day or scheduled hours, as applicable, additional wages for all hours worked on said holiday at the rate of one and one-half (1 1/2) times his/her regular hourly wage. There shall be no pyramiding of premium pay if the work on the holiday would otherwise result in overtime pay, i.e., an employee shall not receive holiday premium pay and overtime for the same hours worked.

ARTICLE 19 **DISCIPLINE AND DISCHARGE**

Section 1. The City retains the right to discipline and/or discharge employees for just cause and also the right to adopt and enforce reasonable work rules, and once adopted, to revise any and all of such rules, provided that in the exercise of those rights, the City will not act in violation of the express terms set forth in this agreement.

Section 2. Employee complaints concerning suspension and discharge shall be processed promptly as provided by the procedures contained in this agreement.

Section 3. Policy grievances affecting all or a group of employees may be presented initially by the Union at Step 2 of the grievance procedure.

Section 4. All records of disciplinary actions shall cease to have force and effect three (3) years after the effective date of the disciplinary action.

ARTICLE 20 **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is a dispute which may arise between the parties as to the application, meaning, or interpretation of this agreement. A grievance shall be processed and settled in the following manner.

Step 1

The Chairperson, with or without the consent of the aggrieved employee, may take up a grievance or dispute with the employee's senior officer (Chief) within ten (10) days of the date of the grievous act or practice. The grievance or dispute, within ten (10) days from its occurrence, shall be reduced to writing, signed by the employee or steward, and dated. The senior officer (Chief) shall exert every effort to settle the grievance or dispute upon timely receipt of said written grievance report and shall respond, in writing, to the steward within seven (7) working days from the receipt of said written grievance. If the senior officer (Chief) fails to respond to the written grievance within seven (7) working days from his/her receipt thereof, said grievance or dispute shall be presumed to be resolved in favor of the aggrieved employee.

Step 2

If the grievance or dispute has not been settled to the satisfaction of the aggrieved employee/Chairperson, it shall be presented in writing to the Director of Public Service-Safety within seven (7) working days after receipt of the Chief of Police's response. The written grievance shall be dated and signed by the aggrieved employee and his/her Union representative. The Director of Public Service-Safety shall meet with the Union representative within five (5) working days from the timely receipt of the grievance and shall file his/her written response to the Union representative within seven (7) working days after his/her meeting with the Union representative.

Step 3

If the aggrieved employee or his/her Union representative is not satisfied with the decision of the Director of Public Service-Safety, said employee or his/her Union representative shall present the written grievance, dated, and signed by the employee or his/her Union representative, to the Mayor within seven (7) working days from the receipt of the Director's response.

The Mayor shall meet with the International Union Representative within fourteen (14) days from timely receipt of the employee's written grievance. The Mayor's written response shall be given to the International Union Representative within five (5) working days after said meeting. The Mayor shall have the power to affirm, reverse, or modify the ruling of the Director of Public Service-Safety.

Step 4

Within fifteen (15) days from the date of the decision of the Mayor, the International Union Representative may file a request for arbitration proceedings to be conducted by the American Arbitration Association (AAA). Such arbitration shall be governed by the rules and regulations of the AAA, and both parties shall be bound by the decision thereby rendered. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this agreement. The decision of the arbitrator shall be final and binding upon both parties.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing, on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction. The costs of such arbitration proceedings shall be shared equally between the parties.

A grievance may be withdrawn by the Union at any step of the Grievance and Arbitration Procedure.

ARTICLE 21 **JURY DUTY**

Section 1. Employees who are called to jury service during times when they are scheduled to work shall receive their regular pay, less any compensation received for said jury trial.

ARTICLE 22
SICK LEAVE

Section 1. Each full-time employee shall be entitled to sick leave at the rate of no less than .0578 hours per regular hour in active pay status (equivalent to ten [10] hours per month for a full-time employee), subject to the following accumulated sick leave limitations:

A. **Accumulated Sick Leave**

1. Each employee shall be entitled to accumulate not more than seventy-five (75) days of sick leave. Upon an employee, hired prior to January 1, 2011, having accumulated sixty (60) days of sick leave, he or she shall be paid on the last regular pay day of December of the calendar year for each hour of unused sick leave, at the rate of his or her hourly wage for each hour of unused sick leave, not to exceed a maximum of fifteen (15) days per year. Upon an employee, hired on or after January 1, 2011, having accumulated sixty (60) days of sick leave, he or she shall be paid on the last regular pay day of December of the calendar year for each hour of unused sick leave, at the rate of his or her hourly wage for each hour of unused sick leave, not to exceed a maximum of ten (10) days per year.
2. The City shall require that any absence of three (3) or more days attributable to illness be substantiated by a physician's certificate. Patterned and/or excessive absence or use of sick leave shall be just cause for discipline.
3. Upon retirement, or termination by death, the employee or a representative shall receive payment for the unpaid accumulated sick leave existing at the time of said retirement or death, up to a maximum of seventy-five (75) days, if said employee has accrued sixty (60) days of accumulated sick leave on the first day of January in the year in which his retirement or death occurs.
4. City employees hired after December 31, 1984, shall be entitled to accumulate sick leave as provided above, providing that said employees shall be entitled to be paid one-third (1/3) of their accumulated sick leave at retirement or termination by death.

Section 2. "Active pay status," as used in Section 1 above, shall be deemed to include actual regular hours worked, sick leave, holiday time, vacation time, compensatory time, Union business time, and personal days.

ARTICLE 23
PERSONAL ABSENCES

All herein above enumerated employees, with the approval of said employee's immediate supervisor, shall be entitled to the following personal absences which shall not be deducted from their sick leave:

- A. Up to three (3) days of absence at the rate of eight (8) hours times the base hourly rate, per diem, shall be paid upon the death of a member of an employee's immediate family, provided: [1] that such employee shall be paid for only those days actually scheduled, and [2] at least one (1) of those days must be the day of the funeral.
- B. For the purposes of this article, "immediate family" shall be defined as being the employee's spouse, children, brother, sister, mother, father, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

In the case of the death of an employee's spouse, child, step-child, mother, or father, the employee will be allowed two (2) additional days off with pay.

- C. All full-time employees, hired prior to January 1, 2011, shall be granted three (3) days of personal absence, per year, at the rate of eight (8) hours times his base hourly rate, per diem.

In recognition of Police Memorial Day, each full-time employee, hired prior to January 1, 2011, shall be entitled to one (1) additional personal day to be used within the applicable calendar year.

All full-time employees, hired on or after January 1, 2011, shall be granted two (2) days of personal absence, per year, at the rate of eight (8) hours times his base hourly rate, per diem.

ARTICLE 24
LONGEVITY

Section 1. In addition to the compensation provided by this agreement, employees hired prior to January 1, 2011 shall receive as wages such sums of money monthly for longevity of continuous service according to the following schedule:

	<u>Monthly Amount</u>
3 years of service	\$50.00
5 years of service	\$55.00
10 years of service	\$60.00
15 years of service	\$65.00
20 years of service	\$70.00

* Employees hired on or before December 31, 2008, are entitled to longevity in the amount of seventy-five dollars (\$75.00) per month after completion of twenty (20) years of service.

Section 2. The term "continuous years of service" shall be defined as employment in the City's service without break or interruption. Leave of absence with or without pay of not more than thirty-one (31) consecutive days shall not interrupt continuous service or be deducted there from. Absence of leave without pay in excess of thirty-one (31) days, except for extended service with

the Armed Forces of the United States, shall be deducted in computing continuous service. All absences without leave in excess of three (3) days shall interrupt continuous service.

ARTICLE 25 **COURT PAY**

Any police dispatcher who is required by subpoena to appear before any court, grand jury, or governmental administration agency, board, or commission, to testify concerning any matter related to his/her duties as a police dispatcher, shall receive compensation to be known as court pay for all time related to that court appearance. Court pay shall be at the rate of one and one-half (1 1/2) times the hourly rate for said person. There shall be a minimum of two (2) hours court pay for all appearances in the City of East Liverpool. There shall be a minimum of four (4) hours pay for all appearances outside the City of East Liverpool. In addition to the minimum, travel time shall count as one-half (1/2) hour.

ARTICLE 26 **TERM**

This agreement shall be for a period of three (3) years beginning June 1, 2011, and ending May 31, 2014. The Union or the City may, ninety (90) days prior to the expiration date in 2014, give notice to the other in writing of its intention to make any alterations or changes in this agreement.

ARTICLE 27 **LAYOFF AND RECALL**

Section 1. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, the Employer shall notify affected employees in writing at least five (5) working days in advance of the effective date of the layoff.

Section 2. The Employer shall determine the number of employees to be affected by any layoff. Layoff shall occur by inverse order of seniority.

Section 3. Employees who are laid off will be placed on a recall list for a period equal to their seniority at the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff will be the first to be recalled. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

Section 4. In the event an employee is laid off, he shall receive payment for any earned but unused vacation time as quickly as practicable, but not later than thirty (30) calendar days following the effective date of layoff.

ARTICLE 30
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed by this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of East Liverpool Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

Section 3. Notwithstanding the above, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 31
LABOR-MANAGEMENT MEETINGS

Section 1. The Labor/Management Committee shall consist of the Safety-Service Director, the Chief of Police, and one (1) designated representative, if desired; two (2) members of the bargaining unit; and the GMPPAW representative, if desired. It is mutually agreed that this labor-management committee shall meet within fourteen (14) calendar days after a written request from either party. The written request shall include the desired topics of discussion and suggested meeting dates. This committee will assemble for the purpose of:

- A. the dissemination of general information of interest to the parties;
- B. to give the Union representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;
- C. to discuss ways to improve efficiency and effectiveness within the Department;
- D. to discuss the administration of this agreement;
- E. to consider and discuss safety and health issues of the Department;
- F. to notify the Union of changes which may affect bargaining unit employees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of June, 2011.

For The City of East Liverpool

[Signature]
James P. Swaff

For the GMP, Local #333

[Signature]
Richard Brumby
