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AGREEMENT

BETWEEN

AFSCME OHIO COUNCIL 8, LOCAL 2015, AFL-CIO

AND

THE CITY OF STEUBENVILLE

EFFECTIVE DATE:

APRIL 1, 2011 - MARCH 31, 2014

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ARTICLE I
PARTIES TO THE AGREEMENT

This Agreement is made by and between the City of Steubenville, Ohio hereinafter referred to as the "CITY", and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 2015, representing certain employees of the City of Steubenville, hereinafter referred to as the "UNION".

WHEREAS, in order that the Administration and the Union may work together in harmony and so that any matter which may arise between the Union, its members, or members within the appropriate unit and the City may settled in an orderly fashion; and,

WHEREAS, the parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the City, is highly undesirable not only from the standpoint of the City government and the Union, but more particularly so from the standpoint of the general welfare of the citizenry; and,

WHEREAS, it is the desire of both the parties to this Agreement to avoid disputes, and to bargain collectively with regard to wages, hours and working conditions in the City, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth the parties mutually agree to be legally bound by the terms and conditions of this AGREEMENT;

WHEREAS, good faith collective bargaining resulted in certain agreements between the parties:

ARTICLE II
ENTIRE AGREEMENT

SECTION 1.The City Employees and Union agree that this Agreement is the entire Agreement, terminates all prior agreements or understandings and concludes all collective negotiations during its term. No party hereto will during the term of the Agreement seek to unilaterally modify its terms.

SECTION 2. The parties herein acknowledge that they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

SECTION 3. Should any portion of this Agreement be subject to change because of any law or regulation now in effect or hereinafter enacted, the parties hereto shall meet to renegotiate those specific Articles. Sections or portions affected with the remainder of the Agreement remaining in full force and effect. Either of the parties shall have the right to demand the renegotiation of affected parts of this Agreement by the giving of written notice to the other party at the address stipulated herein, at least ten days prior to the

date when renegotiations are to begin. Only those portions of the Agreement affected by changes in the law or regulations shall be renegotiated.

ARTICLE III
RECOGNITION

SECTION 1. The City recognizes the Union as the sole and exclusive representative for all employees in the job classifications of the bargaining unit, as set forth in ATTACHMENT "B" (attached) for the purpose of establishing rates of pay, wages, hours and other conditions of employment.

SECTION 2. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

SECTION 3. The Administration shall notify the Union in writing of all new hires, terminations, layoffs, leaves of absence, recalls and transfers out of the bargaining unit as they occur, that pertain to employees in the bargaining unit. The notification shall contain the name, job classification, department, and date of affected action for said employee.

ARTICLE IV
CHECK-OFF - FAIR SHARE FEE

SECTION 1. The City will deduct regular initiation fees, assessments, and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

SECTION 2. Provided, however, that any employee shall have the right to revoke such authorization as provided for on the payroll deduction card.

SECTION 3. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

SECTION 4. P.E.O.P.L.E. Check-off: The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of P.E.O.P.L.E. and transmitted to AFSCME, AFL-CIO, P.O. Box 65334,

Washington, D.C. 20635. 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 and the list of employees who had fair share fees deducted.

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

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

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

SECTION 5 All deductions under Section 1 together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union (Attn: Comptroller, Ohio Council 8, 6800 North High Street, Columbus, Ohio 43085) no later than the tenth (10th) day following the end of the pay period in which the deduction is made and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

SECTION 6. Other provisions of this Agreement notwithstanding, all employees in the bargaining unit who, sixty (60) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

SECTION 7. All employees hired after the effective date of this Agreement who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as condition of employment.

SECTION 8. The fair share fee amount shall be certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Union shall furnish the City the names of such individuals.

SECTION 9. Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided herein.

ARTICLE V
NON-DISCRIMINATION

SECTION 1. Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or handicap.

SECTION 2. The City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE VI
UNION VISITATION

SECTION 1. Business Representative: The business representative may consult with employees in the assembly area before the start of and at the completion of the day's work and before and after the monthly Labor/Management meetings.

ARTICLE VII
UNION REPRESENTATION

SECTION 1. Employees selected by the Union to act as Union representative for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work. There shall be one Chief Steward for the Bargaining unit who will attend the monthly labor management meeting.

SECTION 2. Each Department shall be represented by one Steward. The Custodian classification shall be represented by the M&R department Steward. The Animal Control Officer will be represented by the "Refuse" Department Steward. If the need arises to adjust either the number of stewards as provided in this Agreement or the agreed upon areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

SECTION 3. The Local Union President and Union Stewards shall investigate and process grievances and attend grievance step meetings with the City during his or her regular working hours without loss of pay.

SECTION 4. **A** Steward having an individual grievance in connection with his own work may ask for the Local Union President to assist him adjusting the grievance with his supervisor.

SECTION 5. There shall be a Union Grievance Committee consisting of the Local Union President, Vice-President, Local Union Secretary, Chief Steward and Stewards to be selected by the Union. No mechanical recording devices shall be used by either party during such meetings.

SECTION 6. There shall be a monthly meeting of the City and the Union Grievance Committee at a time mutually agreeable between the parties. The purpose of such meeting will be (A) to consider grievances pending at Step 3 of the Grievance Procedure, and (B) to discuss matters of mutual interest relating to the employees covered by this Agreement.

SECTION 7. The Union shall within thirty (30) days of the effective date of this Agreement furnish the City with a written list of the Local Union Officers, Stewards, and Alternate Stewards, indicating the departments and classifications(s) and shift(s) to which each is assigned, and, further, shall notify the city in writing of any changes therein. A copy of the Constitution and by-laws of the Union shall also be furnished to the City.

SECTION 8. Authorization: It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted by the Division Head, or in his absence, by the City Manager. Access to work areas shall only be permitted at those times authorized and only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for carrying into effect the provisions and aims of this Agreement.

ARTICLE VIII
DISCIPLINE

SECTION 1. In case of suspension or discharge, the employee has a right to have his steward present and, upon request, will be permitted to discuss his suspension or discharge with the steward in an area made available by the City before he is required to leave the premises. An employee who is suspended or discharged shall be given a written notice, with a copy to the Union, stating the reason for the disciplinary action. All such disciplinary actions shall be reviewed through the Grievance Procedure commencing at Step 1 through Step 2 of the Grievance Procedure and through the Arbitration Procedure if unresolved at Step 2.

ARTICLE IX
MANAGEMENT RIGHTS

SECTION 1. It is recognized and agreed that the operation and management of the City of Steubenville and the full direction of the working forces including the right to hire, suspend or discharge liar lust cause, transfer, relieve employees from duty for lack of work or other legitimate reasons, is the sole function and responsibility and is vested exclusively in the administration of the City of Steubenville. Nothing in this agreement shall be construed as delegating to others the authority conferred by

law on any City official, but this Agreement shall be construed as requiring said City officials to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of authority conferred upon them by law.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Section is (a) to provide opportunity for discussion of any request or complaint, (b) to establish procedures for the processing and settlement of grievances as defined in Section 2.

SECTION 2. A grievance is a dispute between the City and the Union and shall be interpreted as a "policy grievance" or between the City and an employee involving the interpretation and/or compliance with any provision of the Agreement, including any and all disciplinary actions, and when any such grievance arises, the following procedure shall be observed.

SECTION 3. An employee grievance may be submitted to the appropriate step in the grievance procedure that has the authority to adjust the grievance or dispute.

SECTION 4. Disciplinary or Policy Grievance shall be submitted to Step 2 of the Grievance Procedure.

SECTION 5. Grievances filed in the grievance procedure shall be in writing on a grievance form that is agreed upon between the Union and the City and shall include the following information:

A) Name of employee(s) involved, if known at the time of filing;
B) Date of alleged violation, if known at the time of filing;
C) Remedy sought;
D) Specific Article and/or Section of the Agreement or Memorandum alleged to be violated;
E) Date of presentation of written grievance;
F) Signature of Union Representative;
G) Signature of employee (except for policy grievances).

Step 1: Discussion of Request or Complaint: Any employee who believes that he has a justifiable request or complaint shall discuss the request or complaint with the departmental supervisor within five (5) working days after its occurrence or after it has become known to the employee whichever is later with the Shop Steward being present in an attempt to settle same. However any such employee may instead, if he so desires report the matter directly to his Steward and in such event the Steward. If he believes the request or complaint merits discussion shall take it up with the employee's departmental supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. Discussions under the provisions of the paragraph shall be held within five (5) working days after notice of the grievance has been given.

References in this Section to a "departmental supervisor" refer to a representative or representatives of the City, who shall be responsible for receiving and disposing of employee requests or complaints who may carry the title of "superintendent" or "director".

If the appropriate departmental Supervisor and the Steward, after full discussion, are unable to resolve the request or complaint and feel the need for aid in arriving at a solution, they may invite such additional City or Union representatives as may be necessary and available to participate in further discussions and investigations. Additional time in which to conduct such further discussions and investigations (not exceeding a total of twenty (20) calendar days after notice of the grievance has be given) may be utilized before the grievance, if unsettled, is to be reduced to writing and submitted to his Department. Within five (5) working days thereafter the Superintendent shall furnish the employee and the Union with a written answer to the grievance.

Step 2: If the grievance remains unadjusted or no response is received, it may be presented to the City Manager in writing by the Chief Steward and/or the Union Official within five (5) working days after the response from the Department Superintendent is due. The City Manager shall call a meeting of the Union's Grievance committee, the Ohio Council 8 representative, and any others as maybe appropriate, in order to attempt to resolve the grievance. All grievances timely appealed shall be held for the regularly scheduled monthly meeting. The City Manager shall issue a written answer to the Local Union President and to the Union Staff Representative within five (5) working days. If no written response is received within five (5) working days after the Step meeting, the Union may deem the grievance denied.

Step 3: Any grievance, involving the interpretation, application or enforcement of the provisions of this Agreement, which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated, provided said requests for arbitration are made in writing within thirty (30) working days after the answer from the City Manager was due as provided for in Step 2 above.

SECTION 6. ARBITRATION: Any unresolved dispute, which is a proper subject for arbitration under this Agreement may be resolved by the Union filing for arbitration with the Federal Mediation and Conciliation Service within the time as set forth in Step 3 of Section 5. Arbitration maybe requested by the Union with notification to the Employer at the time of the filing of the request for arbitration with the Federal Mediation and Conciliation Service.

The rules of the American Arbitration Association shall govern the procedures and both parties shall he hound thereby. The decision of the Arbitrator shall be final and binding upon the City, the Union and any affected employee(s). Expenses incurred shall be borne equally by both parties.

The arbitrator shall NOT have jurisdiction or authority to:

a. Arbitrate provisions of a new Agreement;
b. Nullify, in whole or in part, any provisions of the Agreement;
c. Add to, detract from, or alter in any way, provisions of the Agreement;
d. Decide any issue relating from an action or occurrence which takes place prior to the execution of this Agreement, and no arbitration determination or award shall be made by any arbitrator which grants any rights or relief for any period of time whatsoever prior to the execution date of this Agreement.

Either party may designate the appropriate representative substitute at any step of the grievance procedure. Furthermore, the aggrieved employee, the Local Union President, his Steward, and any witnesses shall not lose any regular straight time pay for the time off the job while attending the arbitration proceedings.

ARTICLE XI
SENIORITY

SECTION 1. Seniority shall be an employee's uninterrupted length of continuous service with the City, or Department, depending on the question involved. An employee shall have no seniority for the probationary period but completion of the probationary period shall result in seniority commencing retroactively to the date of hire.

SECTION 2. The City shall post both a Department and City-wide Seniority Roster in the various departments for Departments of the City covering the employees in such, (See ATTACHMENT "B").

SECTION 3. There shall be three (3) types of seniority except that the officials of Local 2015 (President, Vice-President. Secretary, and Treasurer), shall have seniority which supersedes that seniority of any other employee in the City for the period of time they hold one of the aforesaid offices. This seniority known as "SUPER SENIORITY" shall only apply to layoffs. "City-Seniority" which seniority is the total cumulative uninterrupted service with the City, and "DEPARTMENT SENIORITY", which seniority is the total length of service an employee has been employed in a Department. "CLASSIFICATION SENIORITY" is the total length of service an employee has in his current classification and shall be used only for shift bidding as described in Article 16. For the purpose of vacations, holidays, paid sick leave, promotions, job bidding, and lay-offs (bumping), seniority shall apply as provided herein, subject to the provisions of this Agreement. An employee shall accumulate "DEPARTMENT SENIORITY" in only one (1) department at a time. When an employee moves from one Department to another Department, he shall be placed at the bottom of the seniority list in that Department.

SECTION 4. An employee who chooses to move from one department to another department shall have five (5) working days from the date of the transfer to return to his previous department before losing his seniority rights in that department. If an employee chooses to exercise his right to return within the above five (5) working days time frame, for whatever reason, then that employee shall lose his right to bid on another position for a period of six (6) months.

SECTION 5. Seniority During Disability Leave: An employee who is unable to work due to a "service-connected" disability or illness shall continue to accumulate seniority during such period of sickness or disability.

SECTION 6. Seniority During Personal Leave or Layoff: Except as otherwise provided in this Agreement, any employee absent on an authorized leave in compliance with the terms of this Agreement shall continue to accumulate seniority during this period of absence.

SECTION 7. Department Seniority shall be used to determine vacation preference periods.

SECTION 8. Seniority shall be broken or terminated when an employee:

A) quits or resigns;
B) is discharged for just cause;
C) is laid of for a period of time equal to the amount of City-wide seniority the employee had on the date of his layoff;
D) is absent without leave for fourteen (14) 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) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's record).

SECTION 9. In those departments composed of more than one division (unit), there shall be one seniority list which list shall include all employees within the department.

ARTICLE XII
DEFINITIONS

SECTION 1. VACANCIES: The term "vacancies" as used in this Agreement shall be defined as a job opening (1) where the City has increased the number of jobs in a particular classification or (2) where an opening occurs in an existing job as the result of a promotion, transfer, quit, discharge or other termination of employment, or (3) a new job is created.

SECTION 2. The term "Department" as used herein shall be defined as follows: Building, Clerical, Electrical, Engineering, Maintenance and Repair, Meter, Pump/Line Maintenance, Recreation, Refuse, Sewer Maintenance, Utility Collection, Waste Water Plant, Water Filtration.

SECTION 3. In the event that two or more employees have the same Department Seniority then total City seniority shall prevail.

SECTION 4. For the purposes of filling department vacancies by promotion, Department Seniority will prevail. When the competition for a promotion is between employees from different departments City-Wide Seniority shall apply.

SECTION 5. The probationary period for any newly hired employee shall be one hundred and twenty (120) days. During this time such probationary employee shall have no recourse through the grievance procedure for a probationary removal or discharge. Any employee who does not perform the job duties on a reasonably satisfactory basis may be returned to his former position by the City within 30 days after an Employee has worked a new job following a bid or promotion.

SECTION 6. Temporary employees shall be part of the bargaining unit and shall be limited to sixty (60) days of employment as a temporary employee unless such employee is filling a position vacant due to sickness or injury.

ARTICLE XIII
JOB VACANCIES – PROMOTIONS

SECTION 1. When a vacancy occurs, if the City elects to fill such job or a new job is created within the bargaining unit, the City shall post a notice of the opening or openings for five (5) consecutive working days in the department where the vacancy occurs or the new job is created. The notice shall contain the job classification, title, rate of pay, department, shift, area of vacancy, brief job description, qualifications and date of posting.

SECTION **2.** Employees who wish to be considered for the posted position must file a written application with the Department Head by the end of the posting period.

SECTION 3. These applications will be reviewed by the Department Head and the City Manager, and the job shall be awarded within ten (10) working days of the close of bids; employees awarded the job will be physically transferred to the new job within thirty (30) days of the award. Jobs will be awarded in accordance with the following order of preference:

A) Selection of qualified applicants shall first be from the Department where vacancy occurs, and then from the bargaining unit.

B) Whenever two or more employees, from the respective department bargaining unit, whichever the case maybe, bid on job the City shall award the job to the employee with the greatest seniority and ability (seniority, skill, education, training, attendance and a test to demonstrate the ability to do the job).

SECTION 4. Employees awarded a job under the bidding process shall be given reasonable orientation training and supervision during the probation period.

SECTION 5. Employees shall be considered to have qualified for the new position at any time during the probation period when he can perform the required tasks with no more supervision than other employees in the same classification and work with regard to quality and quantity and meets acceptable standards applicable to the classification.

SECTION 6. Employees qualifying for permanent classification shall receive the rate of pay established for said classification.

SECTION 7. No employee shall be eligible for promotion or transfer until he has completed the probationary period established in this Agreement.

SECTION 8. An employee shall have the right to refuse a permanent transfer against his will.

ARTICLE XIV
SENIORITY LIST

SECTION 1. The City will provide the Union with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after effective date of this Agreement. The seniority list shall contain the name. job classification, department, and date of classification entry of all employees in the bargaining unit. Thereafter, the City will provide the Union with an accurate updated seniority list as of July 1 of each succeeding year.

SECTION 2. The City will provide the Union with an alphabetical list of the names and addresses of all employees in the bargaining unit within thirty (30) calendar days after the effective date of this Agreement, and annually thereafter.

SECTION 3. The City will immediately provide the Union with a list of all new employees hired by the City within the bargaining unit and such lists shall contain their name, address, job classification, department, and date of hire.

SECTION 4. The City will immediately provide the Union with a list of employees who quit, retire, terminate, granted leaves of absence, transfer out of the bargaining unit, and the list shall contain the name, job classification, department, date of effected action.

ARTICLE XV
EQUALIZATION OF OVERTIME

SECTION 1. The City shall be the sole judge of the necessity of overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the City shall assign the overtime work to employees within the same department, within the same classification, within the same shift involved in the inverse order of seniority and employees must work such overtime when assigned.

SECTION 2. The City shall make an equitable distribution of overtime on a current basis among employees within the same classification, within the same department, within the same shift, so long as said employee is qualified to perform the work. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

SECTION 3. A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the supervisor. All employees, including the Steward, shall have an opportunity to review the list at reasonable times. All overtime hours shall be recorded on a daily basis.

SECTION 4. If an employee refuses to work an overtime assignment, he shall be charged with the hours worked by the Employee who accepted the assignment, as though he worked the turn.

SECTION 5. Employees shall be compensated for overtime work at one and one-half times their regular rate of pay.

SECTION 6. The City shall assign overtime based on the procedures in the above Sections of this Article. The only exception to the above is when an employee is performing tasks during his normal shin or work schedule and because of the continuation of those tasks past the normal shift: then that employee is eligible to perform in overtime status.

SECTION 7. The City shall have the right to disqualify any employee from receiving overtime opportunities if such employee is abusing sick time/report offs.

SECTION 8. When an employee is called for overtime they must accept or refuse the opportunity. If the call is not answered, the City shall move on to the next available employee. The City shall attempt to contact Employees at their stated primary number and through City issued pagers/cell phones.

ARTICLE XVI
SHIFT PREFERENCE

SECTION 1. An employee may exercise his classification seniority for the purpose of changing shifts when an opening occurs within his classification on another shift. An employee who desires a change of shift must make application in writing to the department head (on forms provided by the City) prior to the opening occurring. A copy of the application form shall be retained by the employee. It is recognized by the City that an employee shall have the right to refuse a permanent transfer to another shift against his will. An employee's preference shall supersede the promotion/job bidding provisions of this agreement. No shift preference shall be exercised more than once in any twelve month period, and then only when a vacancy exists.

ARTICLE XVII
LAYOFF AND RECALL

SECTION 1. When the City determines that a reduction in the work force is necessary, employees shall be laid off in the following order:

A) Part-time, temporary, intermittent, and seasonal employees;
B) Full-time employees who have not completed their probationary period;
C) Full-time employees who have completed their probationary period within the department affected by the layoff.

SECTION 2. Employees shall be laid off in accordance with the above order on the basis of "City Wide" seniority within their department. An employee who is laid off shall be able to bump another employee with less seniority in an equal or lower rated classification within the same department.

SECTION 3. In the event an employee is unable to "bump" a less seniority employee in an equal or lower rated classification in the same department, the employee shall be able to exercise his seniority to bump the least senior employee in an equal or lower rated classification, in another department, provided he has the immediate ability to perform the job.

SECTION 4. Any employee who is bumped out of the classification shall have the same right to exercise his seniority in the above prescribed procedure. For the purpose of this agreement a job abolishment shall be construed to be a layoff.

SECTION 5. Failure of an employee to exercise his bumping rights shall constitute a waiver of those rights.

SECTION 6. In the event employees have the same City Wide Seniority date, a flip of the coin shall determine who has greater seniority.

SECTION 7. Before any bargaining unit employee is given notice of layoff under Section 2 above, the City and Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit in accordance with the layoff procedure, specifically SECTION 2. The Union shall receive a copy of all such layoff notices.

SECTION 8. All regular full time employees shall be given a minimum of five (5) working days advance

notice of layoff or job abolishment, indicating the circumstances which make the layoff necessary.
SECTION 9. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation. Such payment shall be made as soon as possible after the request is made.

SECTION 10. A laid off employee shall continue to accumulate seniority as established in this agreement.

SECTION 11. The City shall recall employees from layoff by classification. Recalls from layoff shall be made in the reverse order of the layoff provided that the employee recalled has the ability to perform satisfactorily the duties of the job for which he is recalled. Employees transferred to other positions as a result of layoff shall have a right to return to their former position. Employees being recalled shall be notified to report to work by notice from the City sent by mail to the employee's address which he has given to the City for such purpose. A laid off employee shall have five (5) working days from the date of receipt of such notice to report to work. The employee shall he responsible for keeping the City informed of his current address. Employees shall be recalled from layoff to their classification or be returned to their former classification (if they have bumped) ahead of a job posting or hiring for that classification.

ARTICLE XVIII
LEAVES OF ABSENCE

SECTION 1. UNION LEAVE: Absence without loss of regular pay shall be authorized to permit employees who are officers of the Union to attend meetings and conventions of International Union on a Regional, State, or National level. Only employees elected or appointed by the Union membership and certified to the City by official notification from the Union, shall be granted such leave.

A) The maximum number of employees who shall be released from duty without loss of pay shall be governed by Article IV, SECTION 6 of the Constitution of International Union of American Federation of State, County and Municipal Employees and further governed by the valid number of members of the bargaining unit.

(ARTICLE IV SECTION 6: LOCALS SHALL BE ENTITLED TO DELEGATES ON THE BASIS OF MEMBERSHIP AS FOLLOWS: 100 OR FEWER, ONE DELEGATE; MORE THAN 100 BUT NOT EXCEEDING 200, TWO DELEGATES).

B) The Union shall be limited to twelve (12). cumulative annually, such leave days each calendar year provided that no more than two (2) employees from the same department are on leave of absence under this Section during the same period of time. If Union leave falls during posted vacation leave for Union delegates, said delegates shall not be entitled to additional pay or vacation leave. The City shall not be required to replace any such employee on an overtime basis.

The twelve (12) days leave under this Section shall not be accumulated from year to year.

SECTION 2. Family and Medical Leave (FMLA). Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

A) Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.

1) In order for the employee to care for a new born or recently adopted child;
2) In order for the employee to care for a foster child placed with employee;
3) The inability of the employee to work due to a severe health condition;

4) In order for the employee to care for the employee's spouse, parent. child or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.

B) Employees shall be entitled to such leave as outlined in items Al and A2 above only during the twelve (12) month period immediately following the birth, placement or adoption of a child. Employees requesting leaves pursuant to items A3 and A4 of this Article may do so subject to the conditions outlined in paragraph 1 above.

C) For the duration of all such leaves as outlined in this Section 2, employees may utilize any or all of the following combinations of leave:

1) Accrued, but unused sick leave;
2) Accrued, but unused vacation;
3) Leave without pay.

Nothing in the Article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section. But in no case shall the employee be entitled to more than 12 weeks of Family and Medical Leave as defined in the Family and Medical Leave Act of 1993.

D. During the term of any such leave outlined in subsection A of this Section 2, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid; nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.

E. Employees shall provide to the Employer as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave. Within two (2) business days of returning to work the employee will be required to furnish the Employer with the reason for an FMLA qualifying; otherwise the leave will not be FMLA protected.

F) The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

In case of an employee requesting leave under subsection A3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall he binding upon the parties. The cost for any such examination shall be borne by the Employer.

G) Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or the same or similar position if the prior position no longer exists, and shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.

H) The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced work week. Intermittent or reduced work week family and medical leaves will only be considered

in cases of serious health condition of the employee or an immediate family member. Intermittent or reduced workweek family and medical leaves will not be granted for birth or adoption of a child, or the placement of a foster child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

2) Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospice or residential medical care facility;
3) Any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or;
4) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three (3) calendar days and for prenatal care.

I) Health Care Providers include:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,
2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,

Nurse practitioners and nurse midwives authorized to practice under State law and performing within the scope of their practice as defined under State law: or,

4 Christian Science practitioners listed with the First Church of Christ, Scientist, in Boston, Massachusetts.

J) Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the Employer of intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

EMPLOYEES SEEKING TO USE FAMILY AND MEDICAL LEAVE MUST PROVIDE:

1) Thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;
3) Second and third medical opinions and periodic recertification when the City requires such at the City's expense;
4) Periodic reports during family and medical leave on the employee's status and intent to return to work;
5) A "fitness-for-duty" certification upon return to work. Forms are available in each department.

ARTICLE XIX
JOB DESCRIPTION

SECTION 1. The City shall furnish the Union with copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the City shall provide the Union with a copy of the new job description before the job description is put into effect.

SECTION 2. The City shall provide a job description to every employee who is hired, transferred. or promoted into a classification.

ARTICLE XX
SUPERVISORY WORK

SECTION 1. Work customarily performed by employees within the bargaining unit shall not be performed by non-bargaining unit employees, unless bargaining unit employees are not available or in the event of an immediate emergency.

ARTICLE XXI
WORK SCHEDULES

SECTION 1. Other than emergencies, which are to be the determination of the Administration, departmental work schedules now in effect are hereby agreed to. No work schedule shall be changed unless mutually agreed upon between the City and the Union.

SECTION 2. In recognition of the inefficiencies in the Refuse and Recreation Departments the Union recognizes the ability of the City to make any reasonable and/or necessary changes in the work policies, assignments and equipment usage in order to improve the efficiency of the departments as follows:

1) "Early Start" during the summer months for the "M&R Department."
2) Two employees to cover the midnight shift during the winter months from October to April 15 in the Maintenance and Repair Department.
3) Employees who paint curbs and apply "thermo-platis" street lines may be assigned to work night shift when this work is being performed.
4) When weather permits, the street sweeper shift shall be from 4:30 a.m. to 12:30 p.m. on Monday, Wednesday and Friday, on an Operator rotating basis. This does not pertain to legal holidays that fall on those days of the week.

Employees who are assigned "sewer clean-out" may be assigned to the night shift when this work is being performed.

6) "Summer hours and days" in Recreation Department may be assigned to the employees during the summer months (2 employees), to be increased to 3 employees upon the vacancy in the position of Recreation Supervisor, to be worked out between City and Union.
7) Provision of winter hours for employees of the Parks & Recreation Department shall he as follows:

   Park Crew will start at 6:30 a.m. It is moreover, agreed that the changes in the normal hours of work and normal work week which are already in practice will continue subject to the operational needs of the respective Department. (4-1-01)

In addition, the City may alter schedules to perform Recreation and Maintenance and Repair building maintenance. (4-1-04)

ARTICLE XXII
LEGALITY

SECTION 1. It is the intent of the City and the Union that this Agreement complies with applicable legal statutes. If it is determined by a tribunal of last resort that any provision of this Agreement is in conflict with law, such decision shall not affect the validity of the remaining provisions and/or paragraphs of this Agreement. The City and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

ARTICLE XXIII
HOURS OF WORK

SECTION 1. Those Employees who have completed their normal work day or work week, and who are called out to work shall be paid at the rate of time and a half as follows: actual time worked for a call-out up to two (2) hours before a scheduled shift; call-outs over two (2) hours but less than four (4) hours before a scheduled shift will result in a payment of four (4) hours; and call-outs in excess of four (4) hours before a scheduled shift will result in a payment for actual time worked. The City shall have the right to require any Employee, who receives four (4) hours call-out pursuant to this Section to work the full four (4) hours. The parties agree that the four (4) hour call-out does not apply to scheduled overtime.

SECTION 2. All hours paid in excess of the regular work day or the normal work week, as described in Section 4, shall be defined as overtime work. Sick leave, vacation leave and holiday leave shall be counted as "hours worked" for the purpose of computing overtime hours.

SECTION 3. Work Day The regular work day shall be eight (8) consecutive hours of work within a twenty-four (24) hour period commencing with the employees' starting time on Monday of each calendar week.

SECTION 4. Work Week The normal hours of work each day shall be consecutive except for interruption for lunch periods. Reference to "consecutive hours of work" in the balance of this Article shall be construed to include lunch periods. Each work shift shall have a regular starting and quitting time and said starting and quitting time now in effect shall remain in effect for the duration of this Agreement.

SECTION 5. The City may alter schedules to perform recreation and maintenance and repair building maintenance.

ARTICLE XXIV
JURY AND WITNESS DUTY

SECTION 1. An employee will be granted a Leave of Absence for required jury duty and when subpoenaed as a witness and will receive eight (8) hours pay at his applicable hourly rate less any jury or witness duty compensation. Evidence of service and compensation received must be presented to the City prior to payment. Should the time required for jury duty and/or witness duty leave be less than four (4) hours, the employee is required to report to work for the remainder of the day.

ARTICLE XXV
NO CONTRACTING OUT

SECTION 1. It is agreed that work normally done by the bargaining unit employees shall not be contracted out to non-employees of the City of Steubenville, so long as bargaining unit employees and/or adequate equipment are available for said work and provided further no immediate emergencies exist that could endanger the citizens or community.

ARTICLE XXVI
TEMPORARY PAY RATE

SECTION 1. An employee shall be paid under the pay range of the job which he is called upon to perform for all hours of such assignment even though such assignment is of a temporary nature; provided, however, if an employee is required to fill a position temporarily which bears a lesser pay scale than his own, the employee shall be paid at his regular rate of pay. The "High Rate" assignment will be given, if voluntary, to the most senior, qualified employee within his respective department and if such assignment is of an involuntary nature shall be assigned by the Division Head to the least senior employee. When an employee performs such "High Rate" duties temporarily for a supervisory classification such higher rate will be paid immediately upon assuming the duties.

ARTICLE XXVII
HOLIDAYS

SECTION 1. (A) All full-time employees of the City of Steubenville are hereby granted twelve and one-half (12 1/2) paid holidays per year as follows:

New Years' Day	Martin Luther King's Birthday
President's Day	Good Friday (1/2 day afternoon)
Memorial Day	
	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	
	Christmas Eve day afternoon)
Christmas Day	December 31st day afternoon)

B) For purposes of determining the pay to be given those employees paid on an hourly basis, eight (8) hours shall be determined to be a normal work day for full time employees.

(C) Employees whose salary is determined by virtue of being paid annually shall have such annual pay reduced to a monthly salary and further reduced to a daily wage and those employees shall receive their holiday pay based upon said daily wage.

(D) All employees of the City of Steubenville eligible herein shall receive in the pay period during which a holiday falls their regular rate of pay and in addition thereto shall receive an additional pay for said holiday with said pay to be based upon the employee's regular rate of pay with said payment to be made on the 15th of July for those holidays which fall between the period of December 15 to June 15th of each year, and on the 15th day of December for those holidays that tall between the period of June 15th through December

14th of each year. Said additional pay shall he paid regardless of whether or not an employee works and in the event that an employee of the City of Steubenville is required to work on a holiday, said employee shall receive an additional pay on the 15th day of July or the 15th day of December for one-half time for the time that was worked.

(E) An employee who is on vacation during the pay period during which a holiday falls shall he paid as herein above set forth regardless of the fact that said employee was on Vacation.

F) In the event any City recognized holiday falls on a Saturday, such holiday shall be observed on the Friday immediately preceding, unless that Friday is also a recognized holiday in which case the holiday shall be observed on the next preceding work day. In the event any City recognized holiday falls on a Sunday, the Monday immediately succeeding shall be observe as the holiday, unless that Monday is also a recognized holiday in which case the holiday shall be observed on the next succeeding work day.

G) Any employee not working the full day on his regularly scheduled days of work immediately before and immediately after a holiday shall forfeit any holiday pay to which said employee is entitled. The employee shall lose only the eight (8) hours pay related to that specific holiday in that specific pay period; moreover, the employee shall not lose the holiday pay which is paid twice annually. This sub-section shall not apply to an employee who has a doctor's certificate for his absence.

This Section does not apply to any employee not regularly scheduled for work on those turns immediately preceding or following said holidays, or to any employee missing work because of a prior injury or extended illness, subject to the provisions of Article XXIX, SECTION 2.

H) Shift employees in the Water and Waste Water plants who are required to work on a holiday shall be paid during the applicable pay period at the rate of time and one-half. The parties agree that twelve (12) employees are covered by this provision.

ARTICLE XXVIII
SICK LEAVE

SECTION 1. Effective April 1, 1995, newly hired employees shall be credited with a prorated portion of the annual sick leave benefit based on fifteen days per year. Each year on January 1, all bargaining unit employees shall be credited with fifteen sick days. Such sick days shall be accumulated without limitation.

SECTION 2. Each year employees may cash in sick days on the basis of one day's pay for two accumulated sick days from the fifteen (15) sick days accumulated during the previous year or carry over their sick days to the following year. The cash-in option shall be paid on or before April 15.

SECTION 3. Employees with up to ten (10) years of continuous service with the City shall upon retirement or termination of employment due to disability, be reimbursed at a rate of 25% of their regular rate of pay for all unused sick leave days. Employees with ten or more years of continuous service with the City shall, upon retirement or termination of employment due to disability, be reimbursed at a rate of 50% of their regular rate of pay for all unused sick leave days up to a maximum of two hundred and fifty (250) days.

SECTION 4. Employees may use sick leave upon approval of the responsible administrative officer of the employing unit for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family.

SECTION 5. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

SECTION 6. The proper appointing authority of each employee unit within the City shall require an employee to furnish a satisfactory written and signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required; otherwise a medical statement will not be required to justify the use of sick leave. Falsification of either a written signed statement or a physician certificate shall be grounds for disciplinary action including dismissal.

ARTICLE XXIX
INJURY ON DUTY PAY

SECTION 1. Any full-time bargaining unit employee who has reported an on the job injury to his department head within twenty-four (24) hours of the injury and becomes temporarily or permanently disabled as a result of those injuries may be entitled to full pay during the time in which such disability continues. The City will make this determination based on the nature and extent of the injury. In order to be eligible for such payment, the Employee must provide a report of the injury as provided above.

SECTION 2. Any employee off work due to a work related injury shall be entitled to all insurance coverage provided for in Article XXXI for up to a period of one (1) year after the commencement of such disability leave. Longevity pay and Holiday pay will not be paid for the time an employee is off work on a work related injury and not being paid by the City. Benefits earned while in active employment with the City shall be prorated up till the time the employee went off the payroll due to the on the job injury. An employee using his accrued sick leave shall continue to receive all benefits of an active full-time employee.

SECTION 3. Any full time employee of the City of Steubenville, becoming disabled and utilizing the provisions of this Article shall be required to present to the Department Head and the Claims section of the Finance Department certification from designated City program for work related cost reduction. (currently provided by Trinity Health System) the "Work Care" attending physician, certifying to the fact that said employee is disabled, the nature of the injury, that said disability is permanent or partial, and in the event that said disability is of a partial nature, whether or not the injured employee is capable of performing any type of work, the kind of work able to be performed, and an estimated date the disabled employee will be able to return to work.

SECTION 4. In the event that the disabled employee is certified by the attending physician as being partially disabled, and in the event that said attending physician shall certify that the disabled employee is able to perform certain light work, then said employee shall be required during the period of partial disability to perform whatever services are permitted by the attending physician during that period of disability. Said light duty assignment may be outside the employee's home department with the Union's agreement.

SECTION 5. In the event that any full time employee of the City of Steubenville becomes permanently or partially disabled while in the line of duty, said employee shall be required to file his application for benefits with the Bureau of Worker's Compensation for approval of benefits as soon as physically able to do so. Upon approval of benefits to said injured employee, said employee shall be required to pay back to the City the money that was paid to said employee, at the regular rate of payment he received from Worker's Compensation from the first payment he received. When such employee has filed an application for Worker's Compensation and the application has: 1) not been disallowed, and 2) been pending for more than thirty (30) calendar days, then the City will continue to pay such an employee in wages an amount equal to the rate then and there allowed by Worker's Compensation. If, however, such claim for temporary total disability for Worker's Compensation is ultimately disallowed, then the City shall be reimbursed all injury on duty pay so advanced. If and when the employee returns to work, such reimbursement shall be withheld at the rate of twenty five percent (25%) of his regular salary (per pay period) until the total amount of the advancement is repaid to the City.

SECTION 6. In the event that the disability of an employee of the City or Steubenville shall be of a permanent nature, to the extent that said permanency means total disability that will prevent the disabled employee from returning to his position on a full time basis within three (3) years from the date of the original work related injury, the position will be declared vacant and the employee will be terminated as an employee of the City of Steubenville and his benefits from the City shall cease, but this will not affect his/her claim with Worker's Compensation or the payment received from Worker's Compensation.

SECTION 7. The injured employee will sign a medical release granting the City authorization to obtain any and all medical information pertaining to his work related injury. Failure to sign the release will result in the City's advancement being denied.

SECTION 8. When an Employee has a doctor's appointment that is related to a workers' compensation claim, the Employee does not have to use sick time fir the appointment. The Employee does have the responsibility to present a doctor's excuse upon return to work. If the Employee fails to report to work within a reasonable time after the appointment, he she will have to use sick time or have their hours reduced.

ARTICLE XXX
FUNERAL LEAVE

SECTION 1. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay, from the day of the death until the day after the funeral, but not more than a total of three (3) scheduled days. Immediate family as pertaining to this Article shall be defined as: Spouse, Child, Mother, Father, Sister, Brother, Bother-In-law, Sister-In-Law, Mother-in-Law, Father-In-Law, Grand Parents, Grand Children and Step Children of employee and spouse.

SECTION 2. The City Manager shall have discretion to provide funeral leave for the death of family members not listed above.

ARTICLE XXXI
HOSPITALIZATION AND AFSCME OF OHIO CARE PLAN COVERAGE

SECTION 1. In addition to wages, all full-time employees of the City shall receive additional benefits in the form of full hospitalization, surgical insurance, major medical insurance and life insurance. Such insurance is to provide for the payment of premiums for the employee and his dependents; except that those employees who have the benefits of full hospitalization, surgical insurance and/or major medical insurance from some other source shall not receive such benefits. Benefits shall accrue only to full-time employees of the City after each has been employed six (6) months by the City.

SECTION 2. The City shall contribute $47.50 per month per employee to the AFSCME Ohio Care Plan; the plan will provide for life, vision, dental, hearing and prescription drug coverage. New employees shall be covered after the completion of six months of employment.

SECTION 3. The provisions of this Article are amended and supplemented by a Letter of Agreement negotiated during the 2004 negotiations:

1) That upon the City negotiating the same Memorandum of Understanding with its other bargaining units, during the term of this labor Agreement, a Citywide Health Care Cost Containment Committee shall be established. Ibis committee shall consist of five (5) members. Three (3) of such members shall be union representatives, one (1) from each of the City's three (3) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The remaining two (2) members of this committee shall consist of the City Manager and the Finance Director and their designees.

2) This committee, called the Citywide Health Care Cost Containment Committee, hereinafter referred to as the Committee, shall meet at least four (4) times a year. The City Manager shall serve as its Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the five members shall have one vote, and, that a majority vote will be controlling. These rules and regulations may include provisions for providing for the substitution of an alternate representative for any' such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.

3) The calendar year ending immediately before the establishment of the Committee (2003) shall be considered the initial base year for the purpose of determining health care cost economic data. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but may not be limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care). The final determination as to the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee.

4) In the event that the overall cost of health care increases from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the City of the bargaining unit member on a 75-25% basis, respectively. However, in no event shall the bargaining unit members share exceed $20.00 per month during the term of this agreement.(4-1-04)

SECTION 4. Except as provided in this section the current hospitalization plan shall remain unchanged and any changes shall be by mutual agreement between the Union and the City. The City and the Union agree to the formation of a Labor/Management committee to create a new hospitalization plan.
The new hospitalization plan shall provide equivalent benefit levels and equivalent costs as the old plan.

The Committee shall create the guidelines for a program designed to contain the costs of workers compensation. The guidelines shall include but are not limited to utilization of Trinity Health System's "worker injury evaluation program", a mandatory rehabilitation program, mandatory examinations, and mandatory light duty assignments. In any dispute concerning the medical condition of an employee between the "program" doctor and the employee's personal doctor, the issue shall he settled by a third doctor mutually selected by the City and the Union.

This committee shall he composed of four (4) Union and four (4) non-union personnel. Any changes this committee makes shall be by mutual agreement between the members of the Committee.

ARTICLE XXXII
VACATION SCHEDULE

SECTION 1. Members of the bargaining unit shall be entitled to receive vacations with pay in accordance with the following schedule, subject to additional vacation listed in Section 2.

YEARS OF SERVICE 1 to	WEEKS OF VACATION
5 years	2 weeks
over 5 to 10 years	3 weeks
over 10 to 15 years	4 weeks
over 15 to 20 years	5 weeks
over 20 to 25 years	6 weeks
over 25 to 30 years	7 weeks
30 years or more	8 weeks

SECTION 2. The current procedure on "GRAND FATHERED" vacation benefits shall remain in effect for those employees who are currently receiving a higher level of vacation than is called for in Section 1 above. This shall remain their level of vacation until such time as they would receive more vacation through the application of Section 1 above.

SECTION 3. Days specified as holidays in Article XXVII of this agreement shall not be charged to an employee's vacation leave.

SECTION 4. The Department Heads shall arrange a schedule for granting of vacations so as not to interfere with the working of the department.

SECTION 5. Employees shall be permitted to utilize at least one week of their vacation in single day (8 hour) increments. Request must be made in accordance with City policy upon reasonable notice and single day vacations may not be used the day before or the day after a holiday unless specifically approved by the Employee's supervisor.

ARTICLE XXXIII
LONGEVITY

SECTION 1. Longevity pay for all members of the bargaining unit shall he based, paid and set according to the following schedule for completion of service for the City as follows:

Year's of Service	Longevity Pay (Monthly)
0 to 4 years	No additional pay
over 4 years	$4.00 per month flu each month of service
After 30 years	No additional pay

ARTICLE XXXIV
SHIFT DIFFERENTIAL

SECTION 1. A shift differential pay shall be in accordance with the following schedule: Effective

April 1, 2009:

Afternoon shift	$.25 per hour
Midnight shift	$.30 per hour

ARTICLE XXXV
WAGES

SECTION 1. There shall be no across the board wage increase for year 2011.
SECTION 2. The parties agree that after January 1, 2012, the Union may send a notice to negotiate to re-open wage negotiations solely on the issues of whether there will be an increase to wage rates in years 2012 and 2013 and, if so, how much. If the Union sends such a notice to negotiate, the parties will meet to bargain over any wage increase. If they fail to reach agreement, the parties retain their rights to go to fact-finding under Ohio Revised Code 4117.14.

SECTION 3. Upon being hired, an employee within the "Clerical Classifications", shall be paid $.50 per hour below the full rate for the classification; after completion of the new hire probationary period such employee shall begin to receive the full or top hourly rate for the classification.

SECTION 4. Members of the Water Line Gang who have Class I, Class II or Class III Water licenses but are not required to have them as part of their job description shall receive an additional thirty-five ($.35) cents per hour for each license they possess. Members of the Wastewater Line Gang who have Class I, Class II or Class III Wastewater licenses but are not required to have them as part of their job description shall receive an additional thirty-five ($.35) cents per hour for each license they possess The other wage inequities negotiated during these negotiations are reflected in the wage schedule "A" and represent the parties' view that the classifications are now equalized.

SECTION 5. Wage schedules shall be a part of this agreement, marked as an Attachment "A" attached hereto, and made part hereof as if fully rewritten herein.

ARTICLE XXXVI
NEW JOBS/UNIFORMS/LICENSING/MISCELLANEOUS

SECTION 1. In the event new job classifications are established by the City or when substantial and permanent changes in job classifications or equipment operation are changed in any existing position after the effective day of this Agreement and before the termination date, such matters shall be proper subjects for immediate negotiations based on reasonable and fair job duties and wage rate changes. Copies of job descriptions shall be furnished the Union and to each employee at time of hire. Notice of a change in job description shall be given to the Union in advance of implementation so as to enable the parties to negotiate the same if necessary. If in negotiations, the parties are unable to agree to a new wage rate, the Union may submit the issue of the wage rate to arbitration, and the arbitrator shall have the authority to establish the new wage rate.

SECTION 2. Employees required or choosing to wear City issued uniforms/or uniform pants will receive **$150.00** per year and the City will allow employees to purchase uniforms through payroll deduction at Weisberger's. Employees not required or choosing not to wear city issued uniforms will not receive the **$150.00** uniform allowance. Employees shall provide their own uniform t-shirt/polo, etc. bearing the City logo.

SECTION 3. The City will provide inclement weather gear - car harts for the Line Maintenance crews and Electricians and under armor for Sanitation employees one time during the term of the agreement.

SECTION 4. There is hereby established a joint Safety and Health Committee which shall consist of two (2) members appointed by the City and two (2) bargaining unit members appointed by the Union. The purpose of the committee is to establish safe and healthful working conditions and procedures in the City and to encourage all employees to follow said procedures. In the event of a dispute between the committee, the Union shall have the right to refer said dispute to the third step of the Grievance Procedure.

SECTION 5. The City and the Union incorporate the Employee Assistance Program that was negotiated and implemented. The City will provide racks and brochures in each department for the purpose of advertising the available employee assistance programs. The designated Union Steward will be responsible for the ordering and stocking of these materials.

SECTION 6. The City and the Union agree to update the job titles contained in the recognition and wage scale in ATTACHMENT "A" and "B". This update will be based on the job titles and job classifications as determined by the State Employment Relations Board. The signing of this agreement shall in no way affect the rights of either party before the SERB Board.

SECTION 7. There shall be no reprisals against any bargaining unit members and all withdrawn proposals shall not affect the contract language.

SECTION 8. The City shall continue the Public Employees Retirement System "Pick-Up " whereby employees have their PERS contributions deducted from their gross wages prior to the application of designated taxes.

SECTION 9. Licensing requirements

It is agreed that the City will require a Class 1 License for Assistant operators in the Water and Waste Water Departments, effective April 1, 2007.

It is agreed that the City will require a Class 2 License for Operators in the Water and Waste Water Department, effective April 1, 2007.

It is agreed that employees who choose to acquire Water and Waste Water licenses have the cost of transportation to classes and the cost of such classes paid for by the City (as is the current practice), this payment shall apply once for each level of license, thereafter, the employee shall be responsible for the costs. When an employee passes the test such employee will be reimbursed for the cost of obtaining the license. Employees who acquire such license will be paid the increased wage rate as currently provided.

It is agreed that if two or more employees bid on a position which requires a license, employees already possessing a relevant license may be awarded the position instead of a more senior employee. Provided however, any current qualifications pertaining to years of experience on a prior position shall remain a consideration in filling said position.

SECTION 10. Effective April 1, 1998, the City shall pay an annual tool allowance to all employees the Mechanic and Electrician classifications in the amount of two hundred fifty dollars ($250.00) per year per employee. Such tool allowance shall be individually recorded and spent through the Purchase Order procedure.

SECTION 11. When an employee whose regular employment duties with the City require a CDL, that employee shall be reimbursed, by the City, the difference between the fee for a standard driver's license and the fee for a CDL renewal, when such renewal is necessary due to CDL expiration. When a CDL is not required, the City will provide an opportunity for any employee to obtain a CDL on a voluntary basis at the City's expense.

SECTION 12. The City will implement a Transition Work Program and a Drug-Free Workplace Program. These programs will be developed in a manner that provides maximum benefit to the City and will incorporate the Federal CDL Drug and Alcohol testing requirements.

SECTION 13. In the event that the new workers compensation cost reduction policy allows for employees currently on workers compensation leave of absence to return to work on a light duty basis. such employees will first be assigned to displace the two seasonal employees now in seasonal cashier jobs in the Recreation Department. That the grievance will be withdrawn without prejudice and not set a precedent for any future grievance. (5-25-95)

ARTICLE XXXVII
EFFECT OF AGREEMENT

SECTION 1. It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, welfare and safety. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slow down or other interference with these services during the teen of this Agreement and any extensions or renewals thereof. The Administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of City services.

ARTICLE XXXVIII
DURATION

SECTION 1. This Agreement shall be effective as of April 1, **2011,** and shall remain in effect until March 31, 2014, at 11:59 o'clock p.m.

SECTION 2. Notice to reopen the agreement shall be sent by either party at least sixty (60) days prior to the expiration of the agreement by certified mail. Each party shall notify the other of any address changes during the term of this agreement.

SECTION 3. All terms and conditions and definitions contained in this Agreement shall be in accordance with Section 4117 of the Ohio Revised Code.

Signed at Steubenville, Ohio this 5th day of July, 2011

UNION

John B Yarary
President Local 2015

Stephen J. Yarary
Vice President Local 2015

Connie M Cuck
Negotiating Committee

Christeni Ann Grant
Negotiating Committee

John L Fields
Ohio Council 8, AFSCME

City of Steubenville

Cathy Davison
Cathy Davison, City Manager

S. Gary Repella
S. Gary Repella, Law Director

ATTACHMENT "A"

CLASSIFICATION	
ACCOUNT CLERK II (FINANCE DEPT)	15.593
ACCOUNT CLERK II-(AFTER 120 DAYS) (FINANCE DEPT)	16.647
ANIMAL CONTROL/LI 1 I ER CONTROL	17.256
ASSISTANT ELECTRICIAN	15.744
ASSISTANT ELECTRICIAN(AFTER 1 YEAR)	16.93
ASSISTANT OPERATOR-WATER	16.824
CLASS 1 WATER LICENSE	17.3
CLASS 2 WATER LICENSE	17.533
CLASS 3 WATER LICENSE	17.677
CLASS 3 WATER LICENSE-W/LAB CERTIFICATION	17.899
ASSISTANT OPERATOR -WASTEWATER	16.269
CLASS 1 WATER LICENSE	16.746
CLASS 2 WATER LICENSE	16.979
CLASS 3 WATER LICENSE	17.123
CHIEF WASTEWATER OPERATIONS SUPERVISOR	17.822
CHIEF WATER PLANT OPERATIONS SUPERVISOR	18.598
CITY ELECTRICIAN	19.34
CLERK TYPIST 1	14.928
CLERK TYPIST 1 (AFTER 120 DAYS)	15.482
CLERK TYPIST 2	14.928
CLERK TYPIST 2 (AFTER 120 DAYS)	15.482
CUSTODIAN	16.014
CUSTODIAN/BUILDING MAINTENANCE REPAIRMAN	17.256
CUSTOMER RELATIONS	16.279
CUSTOMER RELATIONS (AFTER 120 DAYS)	16.779
DEPUTY BUILDING INSPECTOR	18.276
ELECTRICIAN	18.454
ENGINEER AIDE	16.569
ENGINEER AIDE (AFTER 1 YEAR)	17.644
ENGINEER AIDE (AFTER 2 YEARS)	17.921

ENGINEER AIDE (AFTER 3 YEARS)	18.276
ENGINEER AIDE (AFTER 4 YEARS)	18.631
ENGINEERING DRAFTSMAN	16.857
EXECUTIVE SECRETARY 1	14.928
EXECUTIVE SECRETARY 1(AFTER 120 DAYS)	15.482
HEAVY EQUIPMENT OPERATOR	17.256
HOUSING INSPECTOR	14.706
LABORATORY TECHNICIAN - WASTEWATER	17.223
LEAD MECHANIC	18.454
LINE LEADER	16.746
MAINTENANCE WORKER 1	16.081
MAINTENANCE WORKER (REFUSE COLLECTOR)	16.081
MAINTENANCE WORKER 2	16.269
MAINTENANCE WORKER 2 (METER TRUCK)	17.256
MAINTENANCE WORKER 2(REFUSE COLLECTOR OPERATOR)	16.380
MAINTENANCE WORKER 2 (WITH CDL REQUIRED)	16.380
MAINTENANCE WORKER 3 (BRICKLAYER)	17.256
MAINTENANCE WORKER 3 (METER REPAIR)	17.256
MAINTENANCE WORKER 3 (TREE TRIMMER)	17.256
MECHANIC	17.256
METER READER/INSTALLER	17.256
METER READER	16.358
PARK MAINTENANCE FOREMAN	17.788
POLICE MATRON/CLERK TYPIST	14.141
POLICE MATRON/CLERK TYPIST (AFTER 120 DAYS)	14.695
RECREATION SUPERVISOR	15.316
SANITATION FOREMAN	17.788
*SECRETARY 1	14.928
*SECRETARY 1(AFTER 120 DAYS)	15.482
*SECRETARY 2	15.647
*SECRETARY 2(AFTER 120 DAYS)	16.147
SECRETARY 2A	16.114
SECRETARY 2A(AFTER 120 DAYS)	16.668
STREET MAINTENANCE FOREMAN	17.788

UTILITIES BILLING CASHIER	15.647
UTILITIES BILLING CASHIER(AFTER 120 DAYS)	16.147
UTILITIES BILLING OPERATOR	15.647
UTILITIES BILLING OPERATOR(AFTER 120 DAYS)	16.147
WASTEWATER MAINTENANCE FOREMAN-CLASS 1 LICENSE	18.354
WASTEWATER MAINTENANCE FOREMAN-CLASS 2 LICENSE	18.465
WASTEWATER PLANT OPERATOR	17.256
WASTEWATER PLANT OPERATOR-CLASS 2 LICENSE	17.511
WASTEWATER PLANT OPERATOR - CLASS 3 LICENSE	17.666
Water Lin Maintenance Foreman - - Class 1 License	17.850
WATER LINE MAINTENANCE FOREMAN	18.465
WATER PLANT OPERATOR	18.032
WATER PLANT OPERATOR-CLASS 2 LICENSE	18.287
WATER PLANT OPERATOR-CLASS 3 LICENSE	18.442

*THESE POSITIONS MUST ASSIST EACH OTHER AS NEEDED.

ATTACHMENT B

ALL Employees of the City of Steubenville, including Street Maintenance Foreman, Heavy Equipment Operator, Maintenance Worker III (Tree Trimmer), Maintenance Worker 11,Maintenance Worker 1, Refuse Collector, Refuse Collector Crew Leader, Refuse Collector Operator, Clerk Typist, City Electrician, Electrician 1, Electrician Apprentice, Mechanic, Secretary, Golf Course Supervisor, Maintenance Worker III (Greenskeeper), Parks Maintenance Foreman, CRC Supervisor, Assistance CRC Supervisor. Engineering Assistant, Engineering Draftsman, Engineering Aide II, Assistant Building Inspector, Water Plant Crew Leader, Water Plant Operator, Water Plant Attendant, Lab Technician, Maintenance Worker III (Meter Repairman), Water Line Maintenance Foreman, Pump Plant Operator, Custodian, Line Leader, Utility Billing Operator, Customer Relations, Cashier Typist, Meter Reader, Wastewater Plant Crew Leader, Wastewater Plant Operator, Wastewater Plant Attendant, Wastewater Maintenance Foreman, Maintenance Worker III (Bricklayer), Engineer Aide, Dog Warden, Secretary I, Laborer, Part-time Cashier-Typist. Part-Time Laborer.

Excluded: Health Department employees, confidential employees, professional employees, management level employees, and supervisors as defined in the Act, and employees in the following classifications: M & R Superintendent, Refuse Superintendent, Parks and Recreation Administrator, Utilities Manager, Assistant Water Superintendent, Assistant Wastewater Superintendent, Utilities Billing Supervisor.