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AGREEMENT

BETWEEN

THE CITY OF ST. CLAIRSVILLE, OHIO

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3393**

OHIO COUNCIL 8, AFL-CIO

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PREAMBLE

This Agreement entered into between the City of St. Clairsville, Ohio hereinafter called the City or Employer, and Local 3393, and Ohio Council 8 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, has as its purpose the promotion of harmonious relations between the City and the Union and to provide a fair and responsible method of enabling employees covered by this contract to participate, through Union representation, in the establishment of terms and conditions of their employment.

ARTICLE 1 **INTENT OF CONTRACT**

It is the intent and purpose of the parties to set forth the basic contract, which includes fringe benefits, working conditions, wages, salary, hours of work and standards of employment to be observed between the parties hereto; and, to provide a procedure for the prompt and equitable adjustment of alleged grievances to the end that there shall be no interruptions or work stoppages or strikes, or other interference with service during the term of this Agreement.

This Contract supersedes all previous written and unwritten agreements or understandings between the parties; is recognized as the full and complete contract and settles all demands and issues with respect to all matters subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

ARTICLE 2 **UNION RECOGNITION**

The City agrees to recognize and does hereby recognize Local 3393 and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, called the Union, and its designated agents or representatives, as the sole and exclusive bargaining agent for all employees of the City of St. Clairsville, as certified by the State Employment Relations Board (SERB), with respect to wages, hours of work, fringe benefits and other conditions of employment, as provided by law. A copy of said SERB certification is attached hereto and is made a part of this Agreement by this reference.

ARTICLE 3 **UNION RIGHTS AND REPRESENTATIONS**

Section 3.1 It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee within the bargaining unit refuses to enter upon any property involved in a lawful labor dispute directly involving the Union, refuses to go through or work behind any lawful primary picket line imposed by the Union, or refuses to do work normally done by primary striking members of another union which is not otherwise the responsibility of the employee. This does not preclude the City from repairing, operating or maintaining a City facility in an emergency.

Section 3.2 The City recognizes the right to the Union to select local officers, stewards and alternate stewards to represent the employees on grievances arising under this Agreement as follows:

The alternate steward shall act as a steward when the regular steward is absent from work.

A local officer or chief steward, with prior approval of the Department Head, shall be permitted to investigate and process grievances Citywide. An officer or steward shall be permitted to:

Investigate and process a grievance within his own location and attend the meeting, as provided in the grievance procedure during their working hours without loss of regular pay, and such activity shall be with proper regard for the City's operational needs and work requirements. All local officers and stewards shall cooperate in good faith with the City in keeping to a minimum, the time lost from work due to grievance handling within the time limits set forth in the grievance procedure. Meetings shall be held at mutually convenient and acceptable times to the City and the Union.

The investigation or processing of a grievance shall be done while on employee breaks or lunch periods, whenever possible, and shall not exceed one hour per day.

If the situation warrants, grievances may be investigated and processed beyond the regular breaks or lunch breaks. Such investigation or processing during regular work periods shall not exceed one hour period per day as an aggregate for all union officials.

Section 3.3 The City agrees to recognize stewards in the following departments and/or divisions:

One (1) Steward - Citywide and one (1) alternate.

The Union agrees, that within thirty (30) days after the election or appointment of the steward, it will forward to the City the names of the steward, and alternate and those involved in grievance representation and any changes thereafter.

The steward shall represent all classifications, divisions, or departments, as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards provided for in this Article or resolve the matter in a mutually satisfactory manner.

Section 3.4 The staff representative of the Union shall be permitted to enter the City's premises during working hours; but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless permitted by the City. Upon arriving at any property of the City, staff representatives shall first have notified the City of their intent before visitation.

ARTICLE 4 **NEW JOBS**

Section 4.1 If substantial changes in a job occur, or when a new position is established, the City shall review the classification assignment and rate of pay for the changed or new position. The results of this review shall be reduced to writing and a copy of the results shall be sent to the Union for their information.

Section 4.2 If the Union disagrees with the pay assigned to the classification, it shall submit a written request for adjustment within five (5) days of receipt of the notice for change. The City shall notify the Union of its decision.

Section 4.3 This does not preclude the City from evaluating the responsibilities and duties of a job and reclassifying it. No employee shall suffer any loss of compensation as a result of such a reclassification. However, if such an evaluation indicates that the position merits a lesser rate of pay, provisions shall be mutually agreed upon with the Union to negotiate and implement such rate upon the position being vacated.

Section 4.4 If the Union continues to disagree with the rate of pay, or whether a position should be within the bargaining unit, the City shall establish a temporary rate and will promptly notify the Union in writing of its intention to proceed. Thereafter, the Union may file a grievance at Step 3 of the grievance procedure. Should the dispute go to arbitration, the arbitrator shall only have the authority to establish the rate of pay for the new classification, or determine whether the position should be within the unit. Any rate mutually agreed between the City and the Union, or decided by the arbitrator shall become part of the wage agreement attached hereto. The arbitrator shall decide the issue of retroactivity to the date of origin for the new position.

ARTICLE 5 **NON-DISCRIMINATION**

Section 5.1 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 the City and the Union shall not discriminate against any employee on the basis of age, sex, race, color, creed, religion, disability, national origin, political affiliation or sexual preference.

Section 5.2 All references to employees in this Agreement designate both sexes and whenever the male gender is used shall be construed to include male and female employees.

Section 5.3 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement. All employees within the bargaining unit shall receive equal treatment and shall share in any and all benefits provided herein or which may arise as a part of this Agreement.

Section 5.4 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6 **DUES DEDUCTION**

Section 6.1 The Employer agrees to deduct Union membership in accordance with this Article from the pay of an employee, once such employee elects to join the Union, or after sixty (60) days from their date of hire.

Section 6.2 The Employer agrees to deduct regular payroll deductions of dues, fees or assessments once each bi-weekly pay period, upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employees. The signed payroll deduction form, furnished by the Union (See Appendix A), must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 6.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. 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. All deductions provided for in this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to Ohio Council 8, AFSCME Controller no later than the tenth (10th) day of the month following the end of the pay period in which the deduction is made. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.4 The Employer shall be relieved from making such individual check-off deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the bargaining unit; 3) layoff from work; 4) an unpaid leave of absence; or 5) resignation by the employee from the Union.

Section 6.5 The Employer shall not be obligated to make dues deductions from any employee who during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 6.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 6.8 The Employer, for the duration of this Agreement, shall honor each eligible employee's written authorization for dues deduction.

ARTICLE 7 **FAIR SHARE FEE**

All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later as a condition of employment.

The Union shall certify the fair share fee amount to the Employer. 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.

Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

ARTICLE 8
PROBATIONARY PERIOD

Section 8.1 Newly hired employees will be regarded as probationary employees for the first six (6) months of employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the City. Probationary employees continued in the service of the City subsequent to the first six (6) months shall receive full seniority and continuous service credit from date of original hiring.

A newly hired employee from outside the bargaining unit shall not be entitled to any wage increases during the six (6) month probationary period. Any raise which said employee may have been eligible for during said six (6) month probationary period due to a new contract year shall be deferred until such time the newly hired employee has successfully completed his/her probationary period.

Section 8.2 All employees promoted shall serve a probationary period not to exceed ninety (90) calendar days from the effective date of the promotion and shall be paid at the prevailing rate of pay for the new job. The promoted employee may choose to return to his former position up to twenty (20) working days on the new job.

Section 8.3 If an employee is discharged for cause or quits and is later rehired, the employee shall be considered a new employee and subject to the provisions of Section 8.1 herein.

Section 8.4 The City will immediately provide the Union with a copy of the appointment letter of all new employees hired or promoted by the City within the bargaining unit and such notice shall contain the name, address, department, job classification and the date of hire or promotion.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City, in addition to all other functions and responsibilities that are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees.

To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of management.

To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.

To determine the City's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes.

To determine the size and composition of the work force and organizational structure of the City's function, including the right to relieve employees from duty due to lack of work or other legitimate reasons.

To determine when a job vacancy exists, the standards of quality and performance to be maintained.

To determine the necessity to schedule overtime and the amount required thereof.

To maintain the security of records and other pertinent information.

To determine the overall budget.

To maintain and improve the efficiency and effectiveness of the Employer's operation.

To determine and implement necessary actions in emergency situations.

Section 9.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 10 **NO STRIKE/NO LOCKOUT**

Section 10.1 It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work by the Union for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 10.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this Article.

Section 10.3 This Article shall be interpreted to mean that the Union and Management will consider any violation of this Article a breach of contract between the parties. This Article shall not be construed to prevent the City or the Union from pursuing other legal recourse as a means of eliminating an alleged violation of this Article nor shall any Article of this Agreement be construed as a limitation on Management's rights to discipline employees involved in strike activity.

Section 10.4 The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the term of this Agreement.

Section 10.5 In all cases of strike, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage.

ARTICLE 11 **DISCIPLINARY PROCEDURE**

Section 11.1 No employee shall be reduced in pay, suspended, or discharged except for just cause. Any non-probationary employee who is suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable period of time following the Employer's investigation. In the case of suspension or discharge the employee has a right to confer with a representative of the Union. Disciplinary action taken by the Employer shall only be for just cause.

If a holiday observed by this Agreement occurs during a period of unpaid suspension, the holiday shall be considered as one of the unpaid suspension days provided for in the disciplinary action.

Any disciplinary action that involves a suspension or discharge may be appealed through the Grievance Procedure beginning at Step 3.

Except in instances where the employee is found guilty of gross misconduct, misfeasance, malfeasance, or nonfeasance, discipline will normally be applied in a corrective, progressive and uniform manner, for related violations.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

The Employer agrees not to reduce, suspend, or discharge an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee and their representatives.

Section 11.2 Records of disciplinary action, but for records of serious disciplinary infractions, shall cease to have force and or effect after a period of twenty-four (24) months.

Records of serious disciplinary infractions shall cease to have force and effect after a period of thirty-six (36) months.

Serious disciplinary infractions shall involve such offenses as theft, alcohol and/or drug related offenses, assaults against fellow employees or members of management and threats of physical harm to fellow employees or members of management or their property.

Section 11.3 The Employer, Union and Employee(s) agree that all disciplinary procedures shall be carried out in a private and businesslike manner.

ARTICLE 12 **GRIEVANCE PROCEDURE**

The employees and superintendent shall attempt to resolve disputes before proceeding through the grievance steps.

Section 12.1 The term grievance shall mean an allegation by a bargaining unit employee or the Union, that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of neither this Agreement nor those matters not covered by this Agreement.

The grievance procedure outlined in this Article shall be the sole and exclusive means for resolving disputes between the Union, the Employer and the employee.

Section 12.2 All grievances must be processed at the proper step by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. The employee or Union may advance any grievance not answered by Management within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties. Any grievance withdrawn shall be without practice or prejudice on said grievance or future grievances.

The Union shall be present at each step of the grievance procedure, even if the aggrieved employee elects to represent himself.

Section 12.3 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step One: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the Service Director in writing within ten (10) workdays of the incident giving rise to the complaint or when any employee or the Union should have reasonably known of such incident. The Service Director shall investigate and provide an appropriate answer within five (5) workdays following the date *on* which he was presented the grievance.

Step Two: If the grievance is not resolved in Step 1, the Union may, within five (5) work days of receiving the response, refer the grievance to the Mayor. The Mayor shall have five (5) work days in which to schedule a hearing with the grievated employee and his representative. The Mayor shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date.

Step Three. Arbitration: If the grievance is not satisfactorily settled in Step Two, the Union may advance the grievance to arbitration. Notification of arbitration must be submitted within twenty (20) working days following the date the grievance was answered in Step Two of the grievance procedure.

The parties may attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Services. Whenever practicable, the parties will request arbitrator within a 150 mile radius. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, and enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observations or declarations of opinion which are directly essential in reaching a decision on the issue in question.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator, and any resolutions to grievances reached at other steps of the grievance procedure, shall be final and binding upon the Union, the Employee and the Employer. The losing party shall pay all costs directly related to the services of the arbitrator. Expenses of any of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 12.5 All grievances must contain the following information to be considered and must be filed using the grievance form as contained in Appendix (B):

Aggrieved employee's name and address;
Aggrieved employee's classification;
Date grievance was filed in writing;
Specific articles and sections of the Agreement violated;

Desired remedy to resolve the grievance;
Date and time grievance occurred;
Description of the incident;
Location of the site where the grievance occurred.

Section 12.6 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner or should the Union desire to file a grievance on behalf of the membership, the Union may file the grievance on their behalf and also process the grievance.

Section 12.7 For purposes of this Article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

ARTICLE 13 **SENIORITY**

Section 13.1 Seniority is defined as full time continuous service with the City as of the last hiring date.

Temporary, casual, part-time (i.e. less than 20 hours per week), or seasonal employees shall not have seniority

In the event employees have the same hire date, seniority shall be determined by alphabetical order according to their surname on their date of hire. Seniority shall not be broken for any authorized leaves of absence, including layoffs.

Section 13.2 Employees who resign, or are discharged for cause, are absent for three (3) consecutive days without notifying the City, are on layoff status for more than two (2) years (when applicable), are laid off and fail to report to work within three (3) working days after having been recalled, or do not report for work within ten (10) days after the termination of an authorized leave of absence, are separated from service with the City and shall lose all seniority. The time limits outlined in this Article may be waived or amended should an employee provide to the Employer verification of his inability to meet the time limits due to unforeseen or extraordinary circumstances.

Section 13.3 There shall be two (2) types of seniority: (a) departmental seniority, which is total full time service rendered in an individual department regardless of classification; and (b) Citywide seniority, which is total full time service with the City regardless of department or classification.

The City shall establish in the bargaining unit department a seniority list, which shall include the employees' Citywide seniority date and a departmental seniority date. This list shall be updated annually and a copy provided to the Union.

Section 13.4 An employee may accumulate seniority in only one department at a time, and any employee transferred to another department shall be a new employee for purpose of departmental seniority.

Section 13.5 Employees promoted to other positions not included within the bargaining unit shall continue to accumulate Citywide seniority for purposes of fringe and retirement benefits. Employees returned to their prior department within the bargaining unit shall have department seniority equivalent to their length of service prior to the promotion providing there was no intervening break in service.

It is understood that the City's departments, for the purpose of this contract, are as follows:

Light
Street
Water/Wastewater
Recreation

Section 13.6 Should the Employer require that an employee transfer between departments within the same classification, such transfer shall not affect the employee's Citywide seniority.

Section 13.7 Any employee granted a voluntary lateral transfer to another department for the first time, shall be a new employee for the purpose of department seniority.

ARTICLE 14 **WORK RULES**

The Union recognizes that the Employer has the right to promulgate reasonable work rules, regulations, policies and procedures to regulate the personal conduct of employees and the conduct of the employee services and programs.

It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

ARTICLE 15 **LEAVE OF ABSENCE**

Section 15.1 General Leave Provisions:

All unpaid leave of absence without pay of less than five (5) days (and any extension thereof) must be applied for in writing and granted or rejected in writing within three (3) working days by the Director of Public Services. For all requests for leave exceeding five (5) days, the City shall have three (3) days after its next regularly scheduled City Council meeting to respond to the request. In an emergency situation, or if the situation warrants, the Director of Public Services may extend employee leave for a period exceeding five (5) days, but said leave

period shall not exceed the date of the next regularly scheduled meeting of City Council, at which time City Council may consider the further extension of leave.

Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City and through approval of the department head and the Director of Public Services.

When an employee returns to work after any leave of absence, he will be assigned to the position that he formerly occupied, only if he is fully capable of performing his former duties.

For purposes of ascertaining seniority, an employee shall be given credit for any period of time during which he was rightfully on any leave of absence provided by the Agreement.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job, or the Employer may rescind the permission for leave.

An employee on leave of absence without pay does not earn sick leave, or vacation credit. If the leave exceeds thirty (30) calendar days, the Employer will not pay any part of his insurance.

Section 15.2 Union Leave:

The City will authorize a maximum of five (5) days leave with pay per year for the bargaining unit as an entity for purposes of attending meetings and conventions of their International Union on a regional, state, or national level. Only members of the bargaining unit are eligible to attend said meetings. Only one member of the bargaining unit shall be permitted to be on said leave at a time.

For the purposes of this leave, all seniority and fringe benefits shall continue to accumulate and remain in effect during the period of the said leave.

The calendar year for the aforementioned five (5) days leave will begin January 1, 1988,

Section 15.3 Military Leave:

The parties agree that Military Leave shall be in accordance with Ohio and Federal Law, and the Administrative Codes thereto.

Section 15.4 Jury Duty and Witness Leave:

An employee, called for jury duty or subpoenaed as a witness in a criminal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his regular pay or jury duty pay or witness pay for the work absences necessarily caused by the jury duty. To be eligible for such pay, an employee must present verification of:

His call to jury duty or witness duty.

The amount received as jury or witness fee.

It is understood that an employee released from jury duty or as a witness prior to the end of his scheduled workday, shall report to work for the remaining hours provided the employee has a reasonable amount of time to prepare for work.

Section 15.5 Pregnancy Leave:

An employee shall be entitled to a leave of absence for maternity purposes.

Application for such leave shall be made at least four (4) months prior to the anticipated delivery date, as indicated by the employee's certified physician. Such application shall include the departure and return to work dates and the duration of such leave shall not exceed six (6) months.

For the duration of any such leave as outlined in Section 15.1, affected employees may elect to utilize either:

Their accrued unused sick time; or

Their accrued unused vacation time; or

Leave of absence without pay.

Employees may be granted additional unpaid maternity leave of absence, not to exceed six (6) months, provided any such request is made prior to the expiration of any maternity leave granted under the provisions of Section B of this Article.

Should the Employer determine that an employee is unable to fulfill her duties due to pregnancy, it shall place such employee on maternity leave status and request that said employee exercise one of the options outlined in Section C, above. Such action by the Employer may be appealed by the employee through the grievance procedure at Step Two.

An employee returning to work from any maternity leave which may be granted under the Article shall present to the Employer a certificate from her physician stating that she is able to return to work.

Employees, returning to work after any such maternity leave shall be returned to their former position, provided she is fully capable of performing her former duties. Should any such position no longer exist, affected employees may exercise their seniority rights as outlined in the Agreement.

Employees granted maternity leave under the terms of this Article who decide to return to work prior to the stated expiration date of any such leave shall give the Employer fourteen (14) days advance notice of their return to work.

Section 15.6 Family Medical Leave ACT (FMLA) In accordance with the article entitled Sick Leave of this agreement, employees shall be required to use sick leave concurrently with family and medical leave.

ARTICLE 16 **APPOINTMENTS AND PROMOTIONS**

When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies in the department where the vacancy exists for a period of three (3) working days. The announcement shall contain the job title of the vacancy, a brief job description, qualifications for the same and the rate of pay, and the date of the posting and the bid deadline date. Any employee in that department wishing to apply for the posted vacancy must submit his application in writing to the Director of Public Services by the end of the posting period in order to be considered for the position. The written application form is attached hereto. The qualified applicant with the greatest Citywide seniority shall be awarded the position.

If the vacancy remains unfilled following the posting in the department, the position announcement shall then be posted on all Union bulletin boards Citywide for five (5) working days. Any bargaining unit employee wishing to apply for the posted vacancy must submit his application in writing to the Director of Public Services by the end of the posting period in order to be considered for the position.

If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the required degree of qualifications, skill, experience and ability to perform the work in question, as determined at the discretion of the Employer. If the qualifications, skill, experience and ability of the two or more qualified applicants are substantially equal, then seniority shall govern.

The effective date of the promotion shall be within sixty (60) calendar days of the posting. Once the selection has been made by the City, the Employer will notify all applicants and the Union President, or his designee of the selection. Upon making the selection the City will place the designee in the new position within five (5) work days.

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position in the bargaining unit for sixty (60) days pending the Employer's determination to fill the vacancy on a permanent basis.

An employee who is awarded a job under these provisions shall receive the prevailing rate of the new classification.

No employee shall be considered promoted who has not satisfactorily completed the required probationary period as provided in Article 18.

For purposes of this Article, working days shall exclude Saturdays, Sundays, and Holidays.

In the event an employee fails to qualify during the probationary period, he will be returned to his former position.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.1 Whenever it is necessary because of lack of funds, lack of work, employees shall be laid off in the following order:

Part time (less than 20 hours per week), seasonal employees, temporary new hires and any student employees.

New employees still on probation.

Employees who have completed their probationary period in inverse order of seniority.

Section 17.2 When it becomes necessary to effect a layoff within a City department, the employee(s) with least departmental seniority within the affected department shall be laid off.

In the event employees have the same department date, Citywide seniority date shall prevail.

In the event of a layoff, affected employees bumped from their department shall be given a choice of bumping into any department, bumping an employee with less total City-wide seniority, providing the employee is substantially equal in qualification to the employee they are replacing.

Section 17.3 Before any bargaining unit employee is given notice of layoff as stated 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. The Union shall receive a copy of all such layoff notices.

Section 17.4 All regular full time employees shall be given a minimum of fourteen (14) Calendar days advance notice of layoff indicating the circumstances that make the layoff necessary.

Section 17.5 In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible. The City agrees that such payment will not be later than ten (10) days after the layoff.

Section 17.6 A laid off employee shall accumulate seniority during any period of layoff and there shall be no break in his service time. Employees who are laid off shall remain on the recall list for a period of two (2) years.

Section 17.7 When it is necessary to increase the work force in a department following a layoff, employees shall be recalled to their job classification or from any lower-rated job classification or department into which they bumped during the course of the layoff, in accordance with department seniority, most senior employees being recalled first.

Section 17.8 An employee on layoff will be given fourteen (14) calendar days notice of recall from the date on which the City sends the recall notice to the employees by certified mail (to his last known address as shown on City records).

Section 17.9 No new employee shall be hired into a department where employees have been laid off until all employees on layoff status or employees who have been bumped have been recalled or are offered recall.

ARTICLE 18 **HOURS OF WORK/OVERTIME**

Section 18.1 The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to exclude lunch periods. If there are any changes to the existing starting or quitting times, the Union President shall be notified in writing by the Director of Public Services or the Mayor.

Section 18.2 The normal workweek shall consist of forty (40) hours from Sunday midnight to the following Sunday midnight.

Section 18.3 For employees who regularly work an eight (8) hours shift, excluding lunch, within a twenty-four (24) hour period, that eight (8) hour shift shall constitute a normal workday, and any hours worked in addition to that shall be termed overtime hours. For employees who regularly work a ten (10) hour shift, excluding lunch, within a twenty-four (24) hour period, that ten (10) hour shift shall constitute a normal work day, and any hours worked in addition to that shall be termed overtime hours. Any hours worked in excess of forty (40) hours per week shall be termed overtime hours.

Section 18.4 The City shall have the right to schedule shifts in the same manner as has been customarily practiced.

Section 18.5 All employees who work their regular work day shall be allowed not less than thirty (30) minutes for lunch period, except for other schedules mutually agreed upon in writing by the President of the Union and the Director of Public Services or the Mayor. The lunch periods for Water Plant employees shall continue to be paid work time.

Section 18.6 There shall be two (2) fifteen (15) minute rest periods on each shift each day. The rest period, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift.

Section 18.7 When an employee works beyond his regular quitting time, such employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition. A fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

Section 18.8

1. All employees in the job classifications covered by this contract shall receive one and one and one-half (1 1/2) their regular rate of pay for all hours paid in excess of forty (40) hours in one week during the period provided in Section 18.2 of the Article.

All employees in the job classifications covered by this Agreement shall receive one and one-half (1 1/2) their regular rate of pay for all hours paid in excess of ten (10) in one (1) day during the period of the start of his shift to the beginning of his next shift or shall receive time and one half (1 1/2) their regular rate of pay for all hours paid in excess of forty (40) hours in one week. It is expressly understood that the purpose of this Article is not to allow the pyramiding of overtime payments.

All paid holiday hours and paid vacation hours and paid sick leave shall be counted as hours worked for the purpose of computing overtime. (For example: if an employee regularly works Monday through Friday, and the holiday falls on Thursday, and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive one and one-half (1 1/2) for all hours worked on Saturday.

Section 18.9 If an employee works on any holiday provided herein, such employee shall be compensated at the rate of one and one-half (1 1/2) for each hour's work on that holiday, in addition to his regular rate of pay of eight (8) hours.

Section 18.10 Callout time is defined as being recalled to work after the employee has Completed his regular workday and has left the department. Pay for such callout time shall be a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) for each such callout, or actual time spent at the rate of one and one-half (1 1/2), whichever is greater.

Section 18.11 Standby time shall be paid for weekends and holidays and superintendent's vacations at time and one-half (1 1/2) rate for the employee on standby. Only those City employees who reside within a thirty (30) minute driving distance from the municipal building shall be eligible for standby duty. Driving time shall be determined by the Chief of Police of the City, driving at the speed limit, on the route selected by the bargaining unit employee who is

subject to the standby determination. Such driving time determination shall be tested at approximately 9:00 P.M.

Weekend standby time takes effect from the time the employee leaves work on Friday afternoon through starting time Monday morning. In the event of a Friday holiday, standby time takes effect from the time the employee leaves work on Thursday afternoon through starting time Monday morning. In the event of a Monday holiday, standby time takes effect from the time the employee leaves work on Friday afternoon through starting time on Tuesday morning. When a holiday falls in the middle of the week, standby starts from the time the employee leaves work on the afternoon of the workday prior to the holiday through start time on the morning of the workday following the holiday.

Standby time shall be offered to employees in the Street Department, on a rotating seniority basis, from December 1 through April 1; provided that such standby time may be offered during other months. Such standby time shall be offered to volunteers on the basis of seniority. If there are no volunteers, such standby time shall be assigned to the least senior Street Department employee.

Section 18.12 The City shall make an equitable distribution of overtime insofar as practicable among employees.

ARTICLE 19

SICK LEAVE/FUNERAL LEAVE

Section 19.1 Full time bargaining unit employees shall each earn sick leave with pay at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service while working regular time only, and shall not accumulate sick leave while on overtime. Unused sick leave shall be cumulative without limit.

Section 19.2 Charging of Sick Leave. Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 19.3 Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

Illness or injury of the employee or if reasonably necessary a member of his immediate family.

Death of a member of his immediate family.

Medical, dental or optical examination or treatment of the employee, or any member of his immediate family, except aunt, uncle, nephew or niece, where the employee's presence is

reasonably necessary, provided it is impractical for said employee to obtain such treatment in off-duty hours.

If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

Pregnancy and/or childbirth and other conditions related thereto. Inclusive of leave for male employees for the care of the employee's wife and family during the post natal period up to three days then personal leave shall be taken.

- a. Definition of immediate family: Parent, Step-parent, brother-in-law, sister-in-law, mother-in-law, father-in-law, sister, brother, spouse, child, step-child, grandchild, grandparent, uncle, aunt, niece, nephew, spouse's grandparent or immediate member of the household who is a family member.

Section 19.4 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 19.5 Notification by Employee. When employee is unable to report to work, he shall notify his immediate supervisor one-half (1/2) hour before or one-half (1/2) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

Section 19.6. Physician Statement. If medical attention is required, or after two (2) days absence, or after the employee has utilized seven (7) sick days in a calendar year the employee may be required to furnish a physician's statement notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require employee's statement to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the postnatal period.

Section 19.7. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in the Agreement.

Section 19.8 The Employer shall notify the employee of their accumulated sick leave credits every six (6) months and the employee has thirty (30) days to refute it or it shall be deemed official.

Section 19.9 The previously accumulated sick leave of an employee who has been terminated from the City shall be placed to his credit upon his re-employment in the public service, provided he has not received compensation for unused sick leave at the time he separated from his previous service, and further provided that such re-employment occurs within ten (10) years of the date on which the employee was last terminated from public service.

Section 19.10 Bargaining unit employees shall be entitled to three (3) days of funeral leave for the death of a member of the immediate family, as defined in Section 19.3. A. Bargaining unit employees shall be entitled to two (2) days of funeral leave for the death of extended family members when the funeral is over 250 highway miles from St. Clairsville. Funeral leave, as provided in this Section, shall be granted to an employee with pay at the employee's regular straight time rate of pay and such leave shall not have effect on an employee's accumulated sick leave.

Section 19.11 After an employee has exhausted his sick leave with pay, he may be granted, with approval of the department head and Director of Public Service, a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury, supported by medical evidence satisfactory to the department head and the Director of Public Service. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with the approval of the Department Head and the Director of Public Service.

Section 19.12 Unused Sick Leave Buyout: If an employee does not use any sick leave in each year of this Agreement, then the employee shall be entitled to the following:

- 1) \$150.00 for 0 (zero) hours sick leave used per 6 months, payable in June and December.
- 2) \$75.00 for 8 (eight) hours or less per 6 months, payable in June and December.

ARTICLE 20 **INJURY ON DUTY**

Section 20.1 Every full time bargaining unit employee shall be entitled to apply for benefits under this Article on account of sickness or injury provided such disability was occasioned while on City time and under such circumstances as would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 20.2 To apply for benefits under Section 20.1 hereof, written application shall be made to the Service Director, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of the accident which occurred on City time.

Before any employee who has made application to the Service Director for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Worker's Compensation benefits from any compensation fund to which the City contributes. He shall also complete the Injury on Duty and Reimbursement form provided by the City (See Appendix C). No employee shall be entitled to City-paid Injury on Duty benefits until this requirement has been completed.

Section 20.3 Employee has the right to use his accumulated sick leave, and Worker's Compensation coverage for on the job injuries that are approved by the Ohio Department of Worker's Compensation. Pending approval or disapproval by the Bureau of Worker's Compensation the employee shall use any accumulated sick leave.

If his Worker's Compensation claim is approved, his sick leave shall be recredited to his record provided he reimburses the City the value of the Worker's Compensation payment he received. At their discretion, employees receiving Worker's Compensation may be entitled to full pay with the difference paid by the City, however if the employee uses this option the City shall deduct a pro rata share of the employee's sick leave from his accumulated total, (i.e. 100% full pay minus 72% Worker's Compensation - City share to be charged to employee sick leave).

ARTICLE 21

LABOR MANAGEMENT CONFERENCE

Section 21.1 In the interest of effective communication, on a quarterly basis, upon the request of either party, a Labor/Management Conference shall be held. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be at a mutually agreed date and time.

Section 21.2 The purpose of such meeting shall be limited to:

- Discuss the administration of this Agreement;
- Notify the Union of changes made by the Employer which affect bargaining unit employees;
- Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties;
- Disseminate general information of interest to the parties;
- Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- Discuss other issues by mutual agreement;
- Discuss health and safety.

Section 21.3 There shall be not more than three (3) union representatives in attendance at the Labor/Management Conference. The parties may, through mutual agreement, invite others to attend and address a specific issue. Union representatives who are employees of the City shall not lose any pay or benefits as a result of attending such meetings.

ARTICLE 22 **HOLIDAYS**

Section 22.1 Employees shall be entitled to the following paid holidays:

New Year's Day	1 st Day of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February\
Memorial Day	Last Monday of May (Federal celebration)
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th Day of November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 th Day of December

Section 22.2 In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In continuous operations, holidays shall be observed on the day of the legally observed federal holiday.

Section 22.3 Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of time and one-half for hours worked in addition to the holiday pay of eight (8) hours.

Section 22.4 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 22.1 above when no work is performed on such holidays.

Section 22.5 Personal Days. Each employee of the unit who has been continuously employed by the City for at least six (6) months is entitled to two (2) days off work, with full pay, per contract year for personal reasons. Said days shall not be charged against the employee's accumulated sick leave total. Employee shall notify his department superintendent twenty-four (24) hours in advance of taking his personal leave day. Unused personal days may be converted to cash on the last pay period of each contract year.

Section 22.6 The Employer may impose a schedule of four (4) ten (10) hour days as the normal work week instead of the established and practiced schedule in order to provide services to the public within the jurisdiction of the Director of Public Service. In the event a holiday, as defined herein, falls on a regularly scheduled ten (10) hour work day, employees will be compensated at a rate of ten (10) hours pay per day when no work is performed on that day.

ARTICLE 23
VACATION

Section 23.1 The following schedule is to be observed for vacations for members of the bargaining unit. All bargaining unit employees will receive their vacation in the calendar year effective 1/1/06 and not by the date of hire.

1 year through 2 years	1 week
After 2 years through 8 years	2 weeks
After 8 years through 15 years	3 weeks
After 15 years through 20 years	4 weeks
After 20 years	5 weeks

Section 23.2 All casual, part-time (i.e. 20 hours per week or less) and summer employees shall not be entitled to a vacation set forth herein and shall not be entitled to the benefits of this section.

Section 23.3 Upon termination of service of any employee of the City entitled to receive vacation pay, such payment shall be made to the employee, or if such employee is deceased, to his surviving spouse, next of kin, or legal person representative. An employee who is separated or terminated from the City will be entitled to pro-rated vacation time.

Section 23.4 Departmental-wide seniority shall govern in the employee's selection of vacation time.

Section 23.5 All employees are required to schedule their vacation for the year with their department superintendent on or before February 1st of each year. Any employee not scheduling his vacation by that date shall lose his seniority preference in scheduling his vacation.

Section 23.6 No employee of the Street Department shall take a vacation during a consecutive four (4) week period, which shall be selected by a simple majority of the department's employees, from May 1 until October 1, of each calendar year. The weeks selected shall be listed on the department's vacation schedule.

Section 23.7 Only one employee of each department shall be off work on vacation leave at anytime; however, one additional employee may take up to two (2) days off during the vacation leave of another employee unless the employee is needed for a city emergency or the existence of multiple projects in the employee's department does not make it feasible for more than one employee to be off during another employee's vacation leave. Further, employees shall not take

more than two (2) weeks vacation in any one calendar month or more than two (2) weeks consecutively, except with the permission of the Director of Public Services. No vacation leave shall be earned while on overtime.

Section 23.8 Employees with three (3) weeks of vacation shall be required to use two (2) week of their vacation in units of time consisting of at least five (5) of their consecutive regular work days. Employees with four (4) weeks of vacation shall be required to use two (2) weeks of their vacation in units of time consisting of at least five (5) of their consecutive regular work days. Employees with five (5) weeks of vacation shall be required to use three (3) weeks of their vacation in units of time consisting of at least five (5) of their consecutive regular work days and not more than (10) consecutive regular work days.

ARTICLE 24 **SHIFT DIFFERENTIAL**

Shift Differential pay is hereby established and shall be paid as follows:

Afternoon Shift	\$.20 per hour
Midnight Shift	\$.25 per hour

The afternoon shift shall generally be 3:00 p.m. to 11:00 p.m.
Midnight shift shall generally be from 11:00 p.m. to 7:00 a.m.

Eligibility - Shift differential pay shall be provided for any eight (8) hour work day for which the majority of work hours occur during a regular scheduled afternoon or midnight shift, and to unit members normally assigned to such hours, for all hours in paid status.

Shift differential shall be paid for any hours of leave with pay. Shift Differential shall be paid for any hours of leave with pay. Shift Differential pay shall be added to the base hourly rate prior to computing overtime.

ARTICLE 25 **SEVERANCE PAY**

Section 25.1 Retirement and Severance

Retirement

Employees having a minimum of ten (10) years service in public employment, or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, receive a lump sum payment for accumulated but unused sick leave to a maximum amount of sixty (60) days (480 hours). Such payment will be based on the employee's rate of pay at the time

of the separation and shall be received within thirty (30) days following the date of the separation provided the employee notifies the City, in writing, on or before his date of separation.

- B. Separation from Employment** Employees separated from employment for any reason other than retirement shall, at the time of separation shall be entitled to a lump sum all accrued but unused vacation hours.
- C. Death Benefit** In the event of an employee's death the amounts of sick leave and vacation leave outlined in Section A shall be paid to the employee's spouse or estate if there is no surviving spouse.
- D. Conversion of Sick Leave / Vacation Leave**
1. In lieu of a portion of the maximum severance pay allowable in Section 25.1 of this Agreement, Employees who have a minimum of seventeen (17) years of service credit with PERS may request to convert the sick leave and vacation leave hours earned in each year.
 2. Conversion of such leave shall be limited to a maximum of one hundred twenty (120) hours of sick leave per year and a maximum of two hundred (200) hours of vacation leave per year.
 3. Sick leave hours converted in this manner shall be deducted on an hour for hour basis from the total number of severance hours outlined in Section A. above.
 4. Use of sick leave during this conversion period shall result in non-conversion of the amount of sick leave used on an hour for hour basis, except that, the use of sick leave in amounts of more than four (4) consecutive work days or for a purpose as defined under the Family and Medical Leave Act shall not be subject to this provision. Such use may require satisfactory medical documentation for the usage of such leave.
- E.** Employees wishing to participate in this conversion shall submit a letter of intent to the Employer with the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and a year shall include twenty-six (26) pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstance may the employee participate in this conversion program more than once during the duration of employment.

F. Employees may elect to convert only one (1) or two (2) years of accumulation in the same manner.

The converted amounts shall be paid to the employee during each pay period of participation and the rate of compensation shall be at the employee's then current hourly rate of pay.

Section 25.2 Should an employee elect to retire, he shall so notify the Service Director in writing at least ninety (90) calendar days in advance of his projected retirement date.

Section 25.3 An employee who elects to retire under the terms and conditions of this Article shall be entitled to compensation in a lump sum for his accumulated but unused sick leave, not to exceed 480 hours of compensation at the employee's regular rate of pay as of the date of retirement.

Section 25.4 An employee who elects to retire shall not be entitled to use his accumulated sick leave in lieu of hours worked prior to his projected retirement date.

ARTICLE 26 **MEDICAL BENEFITS AND INSURANCE**

Section 26.1 All classifications shall contribute 10% towards their health insurance premiums; however, the employee's contribution shall be capped at \$60 per pay for family coverage and \$30 per pay for single coverage during the first year of the collective bargaining agreement, \$65 per pay for family coverage and \$35 per pay for single coverage during the second year of the collective bargaining agreement, and \$70 per pay for family coverage and \$40 per pay for single coverage during the third year of the collective bargaining agreement.

Section 26.2 The Employer agrees to pay in full premium for a life insurance policy for bargaining unit members in the amount of \$25,000.00.

Section 26.3 Effective July 21, 2002, employee's reimbursement of office visit fees will be limited to that in effect on said date. Those office visit fees are \$5.00 for any regular office visit, \$15.00 for podiatry, chiropractic or physical therapy visits and \$20.00 for mental health visits. Emergency room visits will be reimbursed \$25.00 per occasion.

Section 26.4 Effective July 21, 1999, the City shall contribute \$7.25 per month for each bargaining unit member to the Ohio AFSCME Care Plan for Vision Care (\$6.75) and Hearing Care (\$0.50).

Section 26.5 Twice each year prior to July 1 of the current year and prior to January 1 of the following year and upon proof of alternative health coverage, an employee may elect to waive family health insurance coverage. In lieu of such coverage, an employee electing this option

shall receive an additional one thousand dollars (\$1,000.00) per year in compensation hereinafter referred to as waiver amount. Employees who elect this option shall complete a standard form approved by the parties, and provided by the Employer. The completed form shall be returned to the Finance Director before any such waiver of compensation shall be paid. In the event an employee loses the alternative health care coverage for any reason, that employee shall be enrolled in the Employer's normally provided health care plan during the insurance company's earliest enrollment period or earlier in the case of a qualifying event as designated by the Health Insurance Portability and Accountability Act of 1996 (1-HIPPA). In the case of cancellation of benefits, the waiver amount shall be repaid to the City at a prorated amount of two dollars and seventy-two cents (\$2.72) per day for the reinstatement period. Repayment may be accomplished by pay roll deduction not to exceed one hundred dollars (\$100.00) per pay period.

ARTICLE 27
MISCELLANEOUS PROVISIONS

Section 27.1 The City shall provide the Union with bulletin boards or exclusive space on existing boards or reasonable space at the following locations:

Street Department	1
Water Department	1
Light Department	1
City Hall	1
Sewage Plant	1
Recreation Department	1

Section 27.2. Protective Clothing and Equipment. The City shall provide all employees protective clothing and equipment, such as safety glasses, safety helmets, aprons, coveralls, rain gear, rubber gloves and boots for linemen and other protective gear necessary to perform the work involved.

Section 27.3 The City will not force employees to climb the Field Light Poles at the fairground, nor work on private property (past metering point, etc.).

Section 27.4 Notification. The City will provide the Union with a notice of employees who quit, retire, terminate, are granted leaves of absence or who transfer from one department to another or transfer out of the bargaining unit. The notice shall contain the name, job classification, department and date of the affected action.

Section 27.5 Tools. The City will continue to purchase tools and equipment for the general use of employees to be able to perform the job in a proper manner.

Section 27.6 Union Meetings. The Union may use the City Recreation Building, street garage or similar facilities for Union meetings, provided the Union gives advance notification. These meetings will be scheduled during off duty hours.

The Union agrees that its members shall be responsible for the Maintenance of such City premises while holding meetings there and the Union shall reimburse the City for any damage caused to City facilities while such damages are inflicted during the course or as a result of such meetings.

Section 27.7 Pay for Licenses:

<u>Wastewater</u>			<u>Water</u>		
Collection	1	.26	Distribution	1	.26
Collection	2	.65	Distribution	2	.65
Wastewater	1	.95	Water	1	.95
Wastewater	2	1.25	Water	2	1.25
Wastewater	3	1.75	Water	3	1.75
Wastewater	4	2.75 or %	Water	4	2.75 or %

What field you are hired under is where you start as far as your licenses. If you choose to get dual licenses you may start a Class 1 in the other department not a collection or distribution and those licenses will only be worth .25 cents per licenses. Class 4 water and wastewater can be paid at rate above or percentage or at the cities discretion due to limited number of qualified people in the state.

Section 27.8 Water and Wastewater Department employees hired after July 21, 1990 must obtain a license issued by the Ohio Environmental Protection Agency pertinent to their respective duties (i.e., Water Plant Operator, Wastewater Plant Operator, Distribution Technician, Collection Technician). In order to receive a license each employee shall have the opportunity to take a total of two licensing tests as soon as he/she becomes eligible. If an employee fails to pass the first test he/she must take the next test that is administered. Failure to take the next test, or to pass the second test after becoming eligible may result in employee discharge from the City. Such employee who is discharged shall be given first consideration over external hires for subsequent vacancies that arise in the City for a period of six (6) months. An employee who fails to gain the license may be transferred into any position that may be open at the time rather than being discharged, provided that he has the ability to perform the duties of the vacant position.

The City shall pay the cost of training and testing for the first test for any department including Commercial Driver's License (CDL). If the employee does not pass the first test, it shall be the employee's responsibility to pay for future training and testing. Any fees associated with the renewal of any license, except the Commercial Driver's License (CDL), shall be paid by the City.

The City shall reimburse the employee an amount equal to the difference between the fees charged by the State of Ohio for a Commercial Driver's License (CDL) and a regular motor vehicle operator's license.

Section 27.9 Education Compensation Employees wishing to attend classes, training seminars, vocational schools or institutions of higher learning in a subject that is related to the Employee's occupation with the City of St. Clairsville, as determined by the Director of Public Services and the Mayor, shall be reimbursed for the cost of tuition and materials related to the training provided sufficient funding exists and it has been properly appropriated. In order to qualify for this benefit the subject training/education must be in the City's best interest as determined by the Director of Public Services and the Mayor and employees must comply with the following:

Requests for attendance must be made in writing to the Service Director no later than thirty (30) days prior to the start of the class. The Service Director may waive this requirement if the employee was unable to give the required notice.

Upon successful completion of the training or degree program (attaining a passing grade) the employee shall present the employer the employee's tuition statement and materials cost list and the course grade or grades.

Upon receipt of the materials outlined in 2 above, the employer shall reimburse the employee for the cost of the training.

In the case of any State required continuing education for the attainment of any occupational licenses, the employer shall ensure that all affected employees are given the opportunity to attend any required classes or schooling and upon the successful completion of the training shall reimburse the employee for the full costs associated with such training.

Employees who are compensated under this article shall continue their employment with the City for at least an equal number of years for which they received educational reimbursement. Employees that do not continue employment with the City under this provision shall be required to repay their educational reimbursement on a prorated basis.

ARTICLE 28 **SAFETY AND HEALTH**

Section 28.1 The Employer shall provide a safe and healthful workplace for all employees and shall correct all known hazards. Employees and the Union may exercise all their legal rights to secure a safe and healthful workplace without threats, loss of pay, or reprisals of any kind.

ARTICLE 29 **SEVERABILITY**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal Law outside the terms and conditions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the

event any provision herein is so rendered invalid, upon written request of either party hereto; the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE 30
CONTRACTING OUT

Section 30.1 The City shall not contract out work to the extent that it reduces the number of the City's full time bargaining unit employees.

The City reserves the right to contract out the purchasing of water from an outside source, regardless of its effect on the number of the City's full time bargaining unit employees.

The City has the right to utilize contractors provided such use does not reduce the number of the City's full time bargaining unit employees.

Section 30.2 No work done by bargaining unit employees shall be performed by supervisors which results in the reduction of the number of the City's full time bargaining unit employees.

ARTICLE
WAGES AND CLASSIFICATIONS

Section 31.1 Effective July 21, 2008, bargaining unit employees' wages will be increased by 4%.

Effective July 21, 2009, bargaining unit employees' wages will be increased 3%.

Effective July 21, 2010, bargaining unit employees' wages will be increased 3%.

All job classifications and the new rates are attached to this Agreement as Appendix E.

Section 31.2 Longevity: Effective 7/21/08, eligible employees shall receive a per hour Longevity payment based on the appropriate percentage for the completed years of service of the employees' hourly base rate of pay.

<u>Completed Years of Service</u>	<u>Amount</u>
5 years	.75%
10 years	1.25%
15 years	1.75%
20 years	2.25%

Section 31.3 Wage Adjustment: The Recreation Secretary's hourly rate will be increased \$.75 effective July 21, 2005. In 2006 and 2007, she will receive the across the board raises given to all bargaining unit employees.

ARTICLE 32
DURATION OF AGREEMENT

Section 32.1

1. This Agreement shall be effective as of July 21, 2011 and shall remain in full force and effect until July 21, 2014 unless otherwise terminated as provided herein.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

2. This agreement shall remain in full force and effect during the period of negotiations of a new Agreement. Should such negotiation period extend beyond the expiration date of this Agreement, either party may terminate the Agreement within ten (10) days advance written notice to the other party, and to the State Employment Relations Board (SERB).

Section 32.2 Should either party wish to amend or modify any of the provisions of this Agreement at a time other than that provided in this Article or Article (Severability), such proposed amendment or modification shall only be by the mutual written consent of the parties.

Executed at St. Clairsville, Ohio this 13 Day of September, 2011.

FOR THE CITY

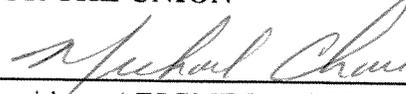


Mayor

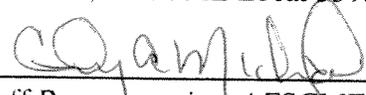


Director of Law

FOR THE UNION



President, AFSCME Local 3393



Staff Representative, AFSCME

APPENDIX A
AUTHORIZATION CARD

APPENDIX B
OFFICIAL GRIEVANCE FORM

APPENDIX C
AGREEMENT

The City of St. Clairsville, by and between its City Service Director, Employer and _____, its employee, agree as follows:

Whereas, the employee has been injured during the course of his/her employment with the City of St. Clairsville, and has filed a claim for Worker's Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and,

Whereas, the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury and has filed with the State of Ohio Bureau of Worker's Compensation a claim for loss of wages during the employee's disability resulting from such injury, now thereafter,

It is agreed by the Employer and employee as follows:

That if the Employer pays and/or has paid the employee's regular compensation under pertinent City labor agreement during the period of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he/she is awarded Worker's Compensation for loss of wages when the same is received, and that the Employer will then give appropriate credit to such employee on the sick leave for which the employee was charged during his/her said period of disability.

The employee authorizes a copy of this Agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF ST. CLAIRSVILLE, EMPLOYER

BY:

SERVICE DIRECTOR

EMPLOYEE

APPENDIX D
CERTIFICATION

ATTACHMENT B
AMENDED UNIT

Included:

All service and maintenance employees and Secretary to Recreation Director of the City of St. Clairsville.

Excluded:

All other clerical employees, management level employees, and supervisors as defined in the Act, including Light Superintendent, Water and Waste Water Superintendent, Street Department Superintendent, members of the Police Department and Dispatchers.

APPENDIX E

<u>CLASSIFICATION</u>	<u>7/21/11</u>	<u>7/21/12</u>	<u>7/21/13</u>
First Class Lineman - Electric Department	\$20.87		
Second Class Lineman - Electric Department	\$18.33		
Third Class Lineman - Electric Department	\$16.90		
Laborer I - Electric Department	\$14.92		
Laborer - Electric Department	\$14.29		
Plant Operator - Water & Wastewater Dept.	\$16.90		
Apprentice Operator - Water & Wastewater Dept.	\$14.29		
Assistant Superintendent - Water, Wastewater & Street Depts.	\$17.38		
Level A - Water and Wastewater Department	\$16.90		
Level B - Water and Wastewater Department	\$15.60		
Laborer 1 - Water & Wastewater Department	\$14.90		
Laborer 2 - Water & Wastewater Department	\$14.29		
Level A - Street Department	\$16.90		
Level B - Street Department	\$15.60		
Laborer 1 - Street Department	\$14.90		
Laborer 2 - Street Department	\$14.29		
Janitor	\$ 9.18		
Assistant Recreation Director	\$11.22		
Secretary to Recreation Director	\$12.59		

If employee obtains Class 1 Operator's License, they will move to Operator pay scale at the plant that they are principally working.

APPENDIX F
APPLICATION FOR VACANCY

_____, wish to apply for the vacant position of _____
(Employee Name)

_____ in accordance with Article 16 - Appointments Promotions.
(Position Classification Title)

Employee's Signature: _____

Current Department: _____

Date of Application: _____

Signature of Supervisor: _____

Date Received: _____

cc: Employee