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AGREEMENT BETWEEN THE

CITY OF STRUTHERS

AND THE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 759

Case Number 2011-MED-09-1350

Effective November, 1, 2011, through October 31, 2014

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PREAMBLE/PURPOSE

Section 1. **Parties**. This collective bargaining agreement is entered into by and between the City of Struthers, Ohio, hereinafter referred to as the "City" or the "Employer," and the American Federation of State, County, and Municipal Employees, Ohio Council 8 and Local 759, hereinafter referred to as the "Union" or the "AFSCME."

Section 2. **Purpose**. The purpose of this agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth an understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein. This article is not intended to provide bargaining unit employees any rights not specifically granted elsewhere in this agreement.

Section 3. The term "employee" or "employees," when used herein, refers to all employees in the bargaining unit.

ARTICLE 1
RECOGNITION

Section 1. **Included**. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time employees of the City of Struthers occupying the following classifications:

Auditor/Storm Water Clerk
Chemist
Industrial Monitor
Lead Maintenance Worker
Lead Operator
Maintenance Worker
Plant Operator
Utility Assistance Maintenance Worker

Section 2. **Excluded**. Plant Manager, Assistant Plant Manager, and all management, confidential, supervisory, and other employees not included in the unit.

Section 3. **New Classifications**. Should new classifications be established within the City which are not subject to the exclusions outlined in Section 2 above, the Employer shall notify the Union, and upon the written request of either party, the parties shall meet to discuss and attempt to reach an agreement on the inclusion of such classifications within the bargaining unit. If the parties reach agreement, they shall jointly petition SERB to include the new classification in the bargaining unit. If the parties fail to reach an agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board (SERB) for a unit clarification or amendment determination in accordance with Chapter 4117 ORC, and SERB rules and regulations. The determination of SERB shall be binding upon both parties.

ARTICLE 2
APPLICATION OF CIVIL SERVICE LAW

Section 1. **Application of Civil Service Law**. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Struthers or Rules and Regulations of the Civil Service Commission of the City of Struthers, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement except if specifically indicated as so. Notwithstanding this, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Without limiting the foregoing paragraph, in accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the Employer with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and except for other functions and responsibilities which are specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate and implement reasonable work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;

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

C. to determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;

E. to promulgate, implement, and enforce work rules, policies, and procedures;

F. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

G. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

H. to determine the necessity to schedule overtime and the amount required thereof;

I. to determine the department's budget and uses thereof; and,

J. to maintain the security of records and other pertinent information.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 1. The Union hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference involving the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. The Employer agrees that it will not lockout employees.

ARTICLE 5
DUES DEDUCTION

Section1. **Membership**. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union.

Section 2. **Dues Deduction**. The Employer, pursuant to law, will deduct monthly dues, assessments, and initiation fees as designated by the Union twice per month. This is to include uniformly required membership dues and assessments of the Union. Deductions are to be made on the basis of individually signed authorization check-off cards unless otherwise provided by law. The City will deduct Union dues upon obtaining an employee signature on an authorization card specifically for this purpose, and the deductions shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of these deductions. The Employer shall notify the Union in a timely manner of any claims, demands, or suits based on the payment of dues pursuant to this contract, and the Employer agrees not to settle any such actions without the consent of the Union.

Section 3. **Remitting Procedure**. The Employer will forward the aggregate payroll deductions of such dues to the AFSCME Ohio Council 8, to an address as provided by the Union in writing, within one (1) month after the deductions are made. Each transmission of dues shall be accompanied by an alphabetical list indicating (1) the name, address, and social security number

(last four [4] digits) of the employees, and the deduction amount, and (2) the name of each employee whose name has been dropped from the prior list and the reason(s) for the omission(s) (i.e., unpaid leave, promotion, etc.). The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 6
FAIR SHARE

Section 1. 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) calendar days from the employee's date of hire or (for current employees) the date of execution of this agreement, as a condition of employment.

Section 2. The fair share fee amount shall be certified to the Employer by the Union and shall not exceed the amount of Union dues. 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.

Section 3. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in Article 5, Dues Deductions. The Employer shall provide the Union with an alphabetical list of the name, last four digits of the 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. The Union warrants to the Employer that its fair share rebate procedure complies with federal law.

Section 4. The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee notices shall be provided by AFSCME to the Employer. The Employer shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented.

ARTICLE 7
NON-DISCRIMINATION

Section 1. Neither the City, its agents, agencies or officials, nor the Union or its agents or officers, will discriminate against any employee on the basis of race, color, religion, national origin, age, sex, disability, military status, or genetic information as provide under state or federal law.

Section 2. The Union and the Employer agree that membership in the Union is at the option of the employee, and that they will not discriminate against any employee for Union membership or non-membership, nor shall they discriminate against any employee for participating in lawful Union activity or from refraining from such.

Section 3. **Gender Neutral**. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 8
BULLETIN BOARDS

Section 1. The Employer shall provide space for a bulletin board for the exclusive use of members of the bargaining unit in the Wastewater Treatment Plant.

Section 2. All notices which appear on the Union's bulletin board shall be posted by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members, including but not limited to:

A. Union recreational and social affairs;

B. notice of Union meetings;

C. Union appointments;

D. notice of Union elections;

E. results of Union elections;

F. reports of standing committees and independent arms of the Union; and

G. legislative reports.

It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. personal attacks upon any other member or any other employee;

B. scandalous or derogatory attacks upon the administration;

C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 9
UNION REPRESENTATION

Section 1. There shall be no Union activity on City time except as provided for in this agreement.

Section 2. **Steward**. The employee selected by the Union to act as Union representative for the purposes of processing grievances under the Grievance Procedure shall be known as the "Steward." The City shall recognize one (1) Steward, who shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

Section 3. **Activity**. The Steward and/or Union officers (Chapter Chair or President) will be provided reasonable time off, without loss of pay, to conduct activities related to Union representation during regular work hours (i.e., preliminary meetings prior to an informal/formal step in the grievance procedure, grievance processing, labor management meetings).

Section 4. Before taking time off for grievance investigation or to write grievances, the Steward or Union officer shall obtain the approval of the supervisor, not to be unreasonably denied, and under no circumstances shall such time interfere with the efficient operations of the City.

Section 5. The Union agrees to provide the Employer by letter the names of the local officers and steward(s) along with their addresses, phone numbers, and positions held.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. **Definition**. A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee or group of employees, regarding the interpretation and/or application of and/or compliance with any provision of this contract.

Section 2. Any member of the bargaining unit may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a

grievance that does not conform to the parties' negotiated time limits.

The aggrieved and/or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and may be advanced to the next step of the procedure within the time limits provided below.

The Union shall have the right, at or before Step 2 of the Grievance Procedure, to modify a pending grievance in order to clarify pertinent procedural matters (e.g., section allegedly violated, scope of relief requested, etc.), provided, however, that the basic issue raised by the grievance may not be changed.

Section 4. **Grievance Contents**. All grievances shall be filed in writing on a form provided by the Union and must contain, but not be limited to, the following information:

1. Date grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 5. Disciplinary grievances involving suspension, reduction in pay or position, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the Plant Manager, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The grievant, the Steward, and the Plant Manager shall meet to attempt to adjust the grievance. The Plant Manager shall respond in writing to the grievant within seven (7) calendar days of the Step 1 meeting.

Step 2. A grievance unresolved at Step 1 may be submitted by the Union to the Safety/Service Director or his designee within seven (7) calendar days of receipt of the Step 1 answer. The Safety/Service Director or his designee will meet with the grievant and the Union President or Chapter Chair within fourteen (14) calendar days of submission of the grievance to Step 2 to discuss the grievance. The Safety/Service Director or his designee shall provide a written response to the Union within fourteen (14) calendar days of such meeting.

Step 3. A grievance unresolved at Step 2 may be submitted by the Union to the Mayor or his designee within seven (7) calendar days of receipt of the Step 2 answer. The Mayor or his designee will meet with the grievant, the Union President or Chapter Chair, and a representative of AFSCME Ohio Council 8 within fourteen (14) calendar days of submission of the grievance

to Step 3 to discuss the grievance. The Mayor or his designee shall provide a written response to the Union within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article.

All pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive, and binding on the Employer, the Union, and the employee(s) unless otherwise agreed.

It is understood and agreed that a bargaining unit employee may process a grievance up to and including Step 3 without the involvement of the Union, provided the appropriate Union representative shall be present at the adjustment/resolution meeting.

Section 7. **Arbitration**. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

Section 8. **Selection of the Arbitrator**. Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of fourteen (14) names of Ohio resident, national academy certified arbitrators from FMCS. Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to one (1) list and request another list.

Section 9. **Hearing and Decision**. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;

2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement

to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Section 10. **Arbitrability**. The question of substantive arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator at the same hearing.

Section 11. **Arbitration Expenses**. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be paid by the losing party. However, in the event of a split decision as determined by the arbitrator, the expenses shall be determined by the arbitrator. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. No employee required to attend an arbitration will suffer any loss of pay during regular working hours.

ARTICLE 11
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Discipline shall be imposed within a reasonable period of time from the dates on which the infraction(s) occurred. Reasonableness shall take into account whether or not the Employer knew of such infraction(s), the length and type of investigation, and/or the workload/schedule of the persons investigating the infraction(s). Forms of disciplinary action are:

1. Letter of instruction and cautioning.

2. Written reprimand.

3. Suspension without pay. By mutual agreement, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.

4. Suspension of record (i.e., paper suspension).

5. Demotion.

6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for

the purpose of recording disciplinary action.

In the case of a suspension without pay, the employee will be advised of the duration of the suspension. Holidays occurring during a period of suspension shall be counted as work days for the purposes of suspension only.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will normally be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union President or Chapter Chair in writing within twenty-four (24) hours prior to the predisciplinary meeting of the charges against the employee, the underlying factual basis for the charges (including date and time if known), and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within (7) calendar days from receipt of the notice of discipline by the employee.

Section 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence without pay for a maximum of sixty (60) calendar days. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months

and Written Reprimands

Suspensions and Demotions twenty-four (24) months

ARTICLE 12
PROBATIONARY PERIOD

Section 1. **New Hires**. New employees shall be considered to be on probation for a period of one (1) year. During such period, the Employer shall have the sole discretion to discipline, terminate, or discharge such employee(s), and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 2. **Promotional Probationary Period**. Current employees who accept a new position at an equal or higher rate of pay within the bargaining unit shall be considered to be on probation for a period of sixty (60) calendar days. During such period, the Employer shall have the sole discretion to remove such employee(s) and place him into his previously held position, and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. Further, an individual may voluntarily return to his previous position at any time during the fifteen (15) calendar day period following the first work day in the new position.

ARTICLE 13
SENIORITY

Section 1. **Total Seniority**. Total seniority shall be computed by length of accumulated, uninterrupted, full-time service with the Employer.

Section 2. **Bargaining Unit Seniority.** Bargaining unit seniority shall be computed by the length of accumulated, uninterrupted, full-time service within the bargaining unit.

Section 3. **Break in Seniority**. Seniority is interrupted through voluntary resignation, discharge for just cause, retirement, layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive workdays unless the employee is unable to call due to a medical emergency or a natural disaster.

Section 4. **Seniority List**. The Employer shall provide the Union with current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall contain, in order of date of hire, the name, classification, and department of each employee.

ARTICLE 14
REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Struthers Municipal Civil Service Commission governing work force reductions.

Section 2. **Notice**. Whenever the Employer determines that a lack of work or a lack of funds exists, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. **Procedure**. When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of bargaining unit seniority within the job classification selected by the Employer shall be reduced first. An employee who is reduced may utilize his total seniority to displace an employee with the least total seniority in another bargaining unit job classification.

In order to displace another employee, the bargaining unit member must satisfy all of the minimum qualifications for the position and be able to perform all of the essential functions of the position without a loss in efficiency or productivity. The Employer may decide that the employee is not capable of meeting the standards for performance for the position into which he bumped, recall the displaced employee back to the position, and reduce the other employee.

Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 13, Seniority, of this agreement.

Section 4. **Recall**. A bargaining unit member laid off under this article shall remain on the layoff list for twenty-four (24) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off.

Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall to the position from which they are laid off shall lose all seniority and recall rights. Employees who refuse or accept recall to a position other than that from which they were laid off shall retain seniority and recall rights to the position from which they were laid off, but only from the date of their original layoff.

Section 5. The Employer agrees that in the event there are bargaining unit employees who are on layoff status with recall rights, part-time, seasonal, temporary and/or individuals who are paid through local, state, and/or federal funding shall not be utilized to perform bargaining unit duties/work assignments (e.g., plant operations, clerk's duties, essential maintenance work).

ARTICLE 15
VACANCIES/TEMPORARY TRANSFERS

Section 1. **Vacancy Determination**. The Employer shall determine when a position within the bargaining unit is vacant and when or if it is to be filled. If the Employer eliminates a position that was in the bargaining unit, the Employer will notify the Union president of the elimination.

Section 2. **Vacancy Posting**. When a vacancy occurs, including a new job created within the bargaining unit, the Employer shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the classification title, rate of pay,

department, brief job description, and date of posting. Employees who wish to be considered for the posted job must file written application with the Employer/designee by the end of the posting period. Vacancies for bargaining unit positions shall be posted as such. Nothing will prohibit an employee from submitting a note to the Plant Manager indicating what position and/or shift he is interested in prior to a vacation leave.

Section 3. **Vacancy Award**. All applications timely filed shall be reviewed by the Employer and the job will be awarded to the most senior qualified employee. If there are no qualified employees who bid, the Employer may fill the vacancy from outside.

Section 4. **Temporary Transfers**. When the Employer determines that a transfer from one (1) job classification to another is necessary, it shall offer the transfer opportunity, by seniority, to those qualified employees in the classification from which the transfer is to occur. Should no one accept, the Employer may temporarily transfer a qualified employee from one (1) job classification to another job classification. The Employer shall notify the Union about the expected duration of said transfer whenever the Employer is made aware of such circumstances that necessitate the temporary transfer. This section shall be utilized for the purposes of filling temporary vacancies due to the absence of a bargaining unit employee. Nothing contained in this section shall obligate the Employer to fill all temporary vacancies, and it shall remain a management right to determine the necessity to fill such vacancies.

Section 5. **Out-of-Classification Pay**. When the Employer assigns an employee to work out of his classification for a period of more than one (1) week, he shall receive the average of his current rate of pay and the entry rate for the classification to which he is assigned. This provision shall only apply to work assigned to the classifications of Operator, Lead Operator, Lead Maintenance Man, and Chemist.

ARTICLE 16
JOB DESCRIPTIONS

Section 1. The Employer will provide each bargaining unit member with a copy of his job description upon hire. The Employer agrees to provide each impacted bargaining unit member and the Union with a copy of a revised job description when the Employer makes any changes. Prior to making any changes and upon the request of the Union, the Employer agrees to meet and discuss the proposed changes in a Labor/Management meeting.

ARTICLE 17
HEALTH AND SAFETY

Section 1. **Safety**. Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with all applicable safety rules and regulations. The Employer agrees to operate and maintain a safe working environment for all bargaining unit members.

Section 2. **Equipment/Vehicles**. The Employer agrees to provide employees with the necessary training, tools, and equipment in order to perform their job duties. Where employees are required to use City vehicles for their job duties, the Employer agrees to provide and maintain such vehicles in a safe working condition.

Section 3. **Unsafe Conditions**. All bargaining unit members are responsible to report in writing all unsafe conditions relating to operations to their designated supervisor. No bargaining unit member shall be subject to any disciplinary action for such reporting. As long as an employee has notified his supervisor of the alleged unsafe condition, the employee shall not be required to perform the work until it has been determined to be safe. However, that employee may be assigned alternative duties until an investigation can be completed.

Section 4. Employees shall follow all departmental safety rules, regulations, and methods and wear all required safety equipment. Employees failing to report safety violations, observe safety rules, regulations, and methods, or failing to appropriately use safety equipment that is provided shall be subject to disciplinary action.

ARTICLE 18
PERSONNEL FILES

Section 1. **Personnel Files**. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Insomuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made and what has been provided.

Section 2. **Access**. Each bargaining unit member shall be allowed to review his personnel file during non-working time within twenty-four (24) hours, subject to the availability of the Mayor's secretary, of submitting a written request to do so.

Section 3. **Clarification.** Bargaining unit members will be provided a copy of any new material placed in a member's personnel file within twenty (20) calendar days. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Safety/Service Director or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or insulting matter regarding the Employer or any other employees. Upon examination, the Safety/Service Director or his designee shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 19
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, the parties will hold labor/management meetings on a quarterly basis in the first year of the agreement. Following thereafter, the parties agree to meet on an as-needed basis. All meetings will be held within seven (7) calendar days of a written request of either party and/or on a mutually agreed day and time. The Mayor, the Plant Manager, and/or his designee shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

A. Notify the Union of changes made by the Employer which affect bargaining unit members;

B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Give the Union representatives the opportunity to share the views of their members; and

F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Plant Manager. Subjects of immediate concern to the Employer shall be brought to the attention of the Union local president.

ARTICLE 20
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

Section 2. **Mid-Term Bargaining**. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached.

ARTICLE 21
HOURS OF WORK

Section 1. This article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article.

Section 2. **Work Period Defined**. The work period shall begin at 12:01 a.m. on Wednesday and continue for seven (7) consecutive calendar days ending at 12:00 midnight the following Tuesday.

Section 3. **Work Schedule Defined**. Each employee's work schedule shall be determined by the Employer. The current normal work schedule consists of forty (40) hours of work during the seven (7) day period, eight (8) hours each day, inclusive of the time allotted for meals. The current work schedule for employees who work "turns" is three (3) twelve (12) hour shifts in a week and three (3) twelve (12) hour shifts and one eight (8) hour shift in the next week. Nothing shall prohibit the Employer from adjusting or implementing new work schedules.

Section 4. **Meal Period**. All employees shall be allowed a paid uninterrupted half-hour lunch unless otherwise mutually agreed between the Employer and the Union.

Section 5. **Breaks**. There shall be two (2) fifteen (15) minute rest periods for each eight (8) hour work day. The rest periods shall be scheduled, to the extent practicable, during the middle two (2) hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless agreed by both the employee and the Employer. Employees who work hours in excess of their regular shift shall be entitled to an additional fifteen (15) minute break after hour (4) hours.

ARTICLE 22
OVERTIME

Section 1. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime for such time over forty (40) hours at the rate of time and one-half (1 1/2) his regular hourly rate of pay.

Section 2. **Computation of Overtime**. For the purposes of computing overtime pay, hours actually worked by the employee and holiday leave and vacation leave will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 3. In no cases will overtime be duplicated or pyramided.

ARTICLE 23
OVERTIME ASSIGNMENT AND EQUALIZATION

Section 1. The Employer shall be the sole judge of the necessity for overtime.

Section 2. Nothing shall prohibit from pre-scheduling overtime. The overtime shall be assigned based upon the operational needs of the Employer.

Section 3. Except as noted above and below, overtime shall be offered first by classification to the employee with the least number of overtime hours worked. If an insufficient number of employees accept the overtime, it will be offered to employees in other classifications who are qualified to do the work in the following order:

A. Operator Callouts

1. Offered among the four turn Operators, one Lead Operator, and one Maintenance Worker.

2. Offered among Utility Maintenance Workers with operator licenses.

3. Offered among other bargaining unit employees at management's discretion.

B. Utility Maintenance Worker Callouts

1. Offered among the Utility Maintenance Workers.

2. Offered to the Lead Maintenance Worker.

3. Offered among other bargaining unit employees at management's discretion.

C. Maintenance Callouts

1. Lead Maintenance Worker.

2. Maintenance Worker.

3. Any other qualified bargaining unit employees at management's discretion.

D. Collection System Callouts

1. Offered to the current jet crew.

2. Offered among Utility Maintenance Workers.

3. Offered among other bargaining unit employees at management's discretion.

Section 4. The overtime equalization list for each employee will be updated and posted regularly.

ARTICLE 24
CALL-OUT PAY

Section 1. Anytime an employee is called to work outside his normal work shift, he shall be guaranteed a minimum of two (2) hours work at the appropriate hourly rate. This minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift if such "report in" time is one (1) hour or less prior to the employee's normal shift start.

ARTICLE 25
BEREAVEMENT LEAVE

Section 1. In the case of the death of a member of the employee's immediate family, an employee will receive two (2) consecutive working days off, with pay, one (1) of which must include the day of the funeral.

Section 2. **Immediate Family Defined**. For purposes of this article, immediate family member is defined as spouse, child, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or stepchildren from the current marriage.

ARTICLE 26
JURY DUTY/COURT APPEARANCES

Section 1. An employee subpoenaed for jury service that is to occur during his normal work hours must provide his supervisor with a copy of the notice as soon as possible after receipt.

Section 2. An employee will suffer no loss of straight time pay if selected for jury duty that coincides with his regular work hours. The employee shall be required to reimburse the City for any juror pay received for such appearance.

Section 3. **Return to Duty**. An employee released from jury duty with more than two (2) hours remaining in his shift shall contact his supervisor to determine if he should report to work as promptly as possible for completion of his shift.

Section 4. **Job-Related Court Appearances**. Any employee required to attend court for reasons related to his capacity as an employee of the City shall suffer no loss of straight time pay. All other court appearances must be covered by approved leaves of absences.

ARTICLE 27
FAMILY MEDICAL LEAVE ACT

Section 1. The parties agree to follow the applicable provisions of the Family Medical Leave Act.

Section 2. In addition to FMLA leave, the Employer may grant employees up to six (6) months of unpaid leave of absence. If, at the end of that time, the employee is still unable to perform those duties as set forth in his position description, then the Employer may terminate said employee.

ARTICLE 28
UNION LEAVE

Section 1. Employees who have completed their probationary period may utilize vacation leave to attend a Union convention or other Union function.

ARTICLE 29
MILITARY LEAVE

An employee shall be entitled to military leave in accordance with state and federal law.

ARTICLE 30
UNIFORMS

Section 1. **Uniforms**. The Employer shall furnish uniforms and provide laundry services to all employees who work out of the Wastewater Plant in accordance with the Employer's usual practice. Employees furnished a uniform shall be required to wear such uniforms.

ARTICLE 31
LICENSE INCENTIVES

Section 1. The Employer shall pay employees holding the following licenses incentives over and above their hourly rates of pay for all hours paid:

Class I Wastewater or Chemist License	$.35
Class II Wastewater or Chemist License	$.45
Class III Wastewater or Chemist License	$.60

Section 2. **Renewal Costs**. The Employer shall be responsible for the costs for the renewal tests and study material for any of the above licenses.

Section 3. **Renewal Costs for Employees on Layoff**. Employees who are laid off from a position that requires a Wastewater or Chemist License as a condition of employment must pay one-half (1/2) of the costs for renewal tests and study material for any of the above licenses. If the employee is recalled, the Employer shall reimburse the employee for his one-half (1/2) of the costs.

ARTICLE 32
COMMERCIAL DRIVER'S LICENSE

Section 1. The parties agree that certain classifications within the bargaining unit require, as a basic condition for employment and continued employment, the employee to obtain and maintain a valid Commercial Driver's License (CDL). If an employee who is required to maintain a valid CDL loses his CDL license, the Employer will assign him non-CDL work, if available. If non-CDL work is not available, the employee will be laid off without any bumping rights. The Employer makes the sole determination as to whether or not non-CDL work is available.

Section 2. **Costs**. The Employer shall pay the cost of the CDL renewal for any employee required to maintain a CDL.

Section 3. **City Vehicle Usage**. The City shall provide a vehicle for the test for any employee required to take the CDL driving test, with advance approval of the Plant Manager.

Section 4. **License Checks**. Each employee shall be required to complete a waiver for the Employer that will allow it to check/verify the status of any CDL annually.

Section 5. **Notification**. It shall be the responsibility of the employee to notify the City of any driver's (both CDL and non-CDL) license suspensions and of any driving infractions in a City vehicle.

ARTICLE 33
INSURANCE

Section 1. The City agrees to provide major medical/health care/hospitalization and other coverage(s) for all bargaining unit members in accordance with the terms and conditions of this article.

Section 2. **Insurance Committee**. There is hereby established a City Health Insurance Committee whose purpose is to select coverage(s), establish and adjust benefit levels during the term of the agreement, evaluate and select providers, and otherwise set the terms and conditions of insurance coverage within the maximum costs set forth in this article. Actions of the Insurance Committee shall be approved and implemented through majority vote. The Union agrees to send a representative to the committee, and it shall be bound by the decisions of the committee.

Section 3. **Committee Composition**. The committee shall consist of the Mayor, the Finance Chairman of City Council, the Auditor, and the employee representative from each of the following known employee groups: OPBA Sworn Personnel, the IAFF, the OPBA Dispatch, the street department, AFSCME, and the non-classified employees department.

Section 4. **Premium Costs/Employee Contribution**. During the term of this agreement, bargaining unit members shall agree to implement cost containment measures, through the committee structure, that will ensure that the City's total family premium cost does not exceed the yearly maximums set forth below:

> During the remaining term of the agreement, bargaining unit members shall contribute fifty dollars ($50.00) per employee toward the cost of their insurance coverage. Should the total family insurance premium cost fall between one thousand dollars ($1,000.00) and one thousand one hundred dollars ($1,100.00), bargaining unit members will contribute fifty dollars ($50.00) or six percent (6%) of the premium cost, not to exceed sixty-five dollars ($65.00), whichever is greater. Should the total family insurance premium cost fall between one thousand one hundred dollars ($1,100.00) and one thousand two hundred dollars ($1,200.00), bargaining unit members will contribute fifty dollars ($50.00) or seven percent (7%) of the premium cost, not to exceed eighty-five dollars ($85.00), whichever is greater. The insurance committee will institute measures to ensure that the total family insurance premium cost does not exceed one thousand two hundred dollars ($1,200.00).

Section 5. **Alternative Coverage**. Notwithstanding the provisions above which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said programs shall be at the discretion of the Employer and may be subject to change. In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in the sections above.

Section 6. All spouses shall be afforded the City of Struthers Health Insurance Plan provided that no other insurance is available to them by any other source, or which would cost them out of pocket premium expenses of more than thirty-five percent (35%) of the City of Struthers' family premium cost for the applicable coverage for medical and other insurances offered by the City. Said insurance plan should be reasonable in comparison to the City's current base plan offered in Section 4 as determined by the City's health insurance broker. In the event that either medical or other insurances are available to the spouse at an out-of-pocket premium expense to said spouse of less than thirty-five percent (35%) of the City of Struthers' current family premium cost for the applicable insurance coverage, the spouse must then waive coverage in the City insurance plan for that insurance.

ARTICLE 34
INJURY LEAVE

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed sixty (60) calendar days.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the sixty (60) day period. Should a claim be denied at any time during the time period described in sections 1 and 2, the Employer's obligation to provide such payment(s) shall be terminated.

Section 3. After sixty (60) calendar days, should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 4. Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the sixty (60) day period.

ARTICLE 35
VACATION LEAVE

Section 1. **Accrual**. The amount of vacation leave to which a full-time employee is entitled is based upon length of service with the City as follows:

Years of Service	Annual Vacation
Less than one (1) year	None
One (1) through (5)	80 hours
After Five (5) through Ten (10)	120 hours
After Ten (10) through Fifteen (15)	160 hours
Fifteen (15) and thereafter	200 hours

One additional day of vacation with pay for every additional five (5) year period which

occurs after the first (15) years.

Vacation leave shall be earned on a prorated basis in each pay period in active pay status. Any employee who has previously been credited with vacation leave from another agency prior to the execution of this agreement shall be grandfathered with said credit.

Section 2. **Accumulation and Carry-Over**. A bargaining unit member may accumulate up to three (3) years unused vacation time during his/her career as provided in accordance with Section 124.13 of the Ohio Revised Code. Nothing shall prohibit management from using its discretion afforded under 124.13.

Section 3. **Scheduling**. All requests for vacation leave are subject to the operational needs of the Employer. From January 1 to March 1 of the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of bargaining unit seniority. Full-week requests shall be given precedence over less than full-week requests. Employees shall only be allowed to split one (1) week of their vacation leave. On a non-precedential, non-grievable basis, the Employer may allow an employee to take additional days in single day increments.

The Plant Manager shall approve or deny the employee's requested vacation by March 15. After March 15, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit requests for the same day, at the same time, seniority will prevail.

Section 4. Unused accumulated vacation time shall be prorated to the date of separation to any member who leaves the employ of the City for any reason or who is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate for any member who dies, prorated to the date of his death.

ARTICLE 36
HOLIDAY LEAVE

Section 1. **Holidays**. The following days are designated as paid holidays for bargaining unit members.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 2. **Holiday Pay**. Full-time employees will receive eight (8) hours of holiday pay for those holidays listed above. In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before, on if applicable, and the next scheduled work day after the designated holiday.

Section 3. **Work Performed on a Holiday**. Full-time employees who work on a day listed above will receive two and one-quarter (2 1/4) times their base rate of pay for any hours worked,

in addition to their normal holiday compensation, for a maximum of eight (8) hours worked on the holiday.

Section 4. **Holidays During Vacation**. Holidays which occur during vacation leave shall not be charged against vacation leave.

ARTICLE 37
SICK LEAVE

Section 1. **Accrual**. All bargaining unit members shall earn sick leave at a rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Unused sick leave shall be cumulative to a maximum of 2,500 hours.

Section 2. **Minimum Usage Increment**. Sick leave when used shall be deducted from the member's earned sick leave on the basis of one (1) hour for every one(1) hour of absence from previously scheduled work, except as otherwise set forth herein.

Section 3. **Sick Leave Transfer**. An employee who transfers to the City from another public agency shall not be credited with the unused balance of his accumulated sick leave. Any employee who has previously been credited with sick leave from another agency prior to the execution of this agreement shall be grandfathered with said credit.

Section 4. **Sick Leave Usage**. Sick leave shall be granted to members for absence from regularly scheduled hours of employment as permitted by the Employer for:

A. Sickness, Illness, or injury of a member;

B. Pregnancy of the member;

C. Exposure to contagious disease which could be communicated to other persons;

D. Sickness, illness, or injury to a member of the immediate family of the member.

E. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours.

Section 5. **Immediate Family Defined**. Immediate family is defined as the employee's spouse, child, mother, father, step-child from the current marriage, sibling, or other relative residing with the employee. In the event of an emergency, sick leave may be granted for familial relationships other than those listed above.

Section 6. **Notification**. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, one (1) hour prior to the start of his shift, unless an emergency prevents such notice.

Section 7. **Documentation**. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. Where the employee utilizes sick leave for three (3) consecutive days or more, he may be required to provide a certificate from a licensed practitioner stating the

practitioner's opinion about the employee's ability to return to work and perform the essential functions of his position. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 8. **Employer Required Examination**. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, FMLA leave, or disability separation, in accordance with the City of Struthers Municipal Civil Service Rules.

Section 9. **Sick Leave Severance**. At the time of retirement, except in those cases where the employee's termination of employment is the result of violating Departmental Rules or Regulations, or the employee is found guilty of criminal violation of law, and provided the employee has at least ten (10) years of service with the City at the time of his retirement, an employee who was hired prior to January 1, 1985, will receive a cash payment equal to fifty per cent (50%) of the employee's unused accumulated sick leave.

Any employee hired after January 1, 1985, but prior to November 1, 2011, will receive thirty-five per cent (35%) of unused sick leave at the time of retirement, excepting those cases where the employee's termination of employment is the result of violation of Department Rules and Regulations, or the employee is found guilty of a criminal violation of the law and provided the employee has at least ten (10) years or more of service with the City at the time of his retirement.

Severance payment for all sick leave accumulated up to March 1, 1994, is to be based on the bargaining members' 1994 rate of pay. Severance payments for all sick leave earned after March 1, 1994, shall be at the member's regular rate of pay.

Any employee hired on or after November 1, 2011, will receive twenty-five percent (25%) up to a maximum of two-hundred forty (240) hours of unused sick leave at the time of retirement, excepting those cases where the employee's termination of employment is the result of a violation of Department Rules and Regulations, or the employee is found guilty of a criminal violation of the law. and provided the employee has at least ten (10) years or more of service with the City at the time of his retirement.

Section 10. **Absenteeism/Abuse of Sick Leave.** Employees shall not abuse or show a pattern of sick leave usage or leave without pay.

ARTICLE 38
WAGES

Section 1. The following reflects the base rates of pay for the duration of the agreement:

Classification	Annual Salary
Lead Operator	$40,613.95
Plant Operator	$39,941.87
Lead Maintenance Man	$41,009.08
Maintenance Man	$38,959.75
Utility Assistant Maintenance Man	
Entry	$36,894.27
After 1 year	$37,961.52
Industrial Monitoring Technician	$40,389.92
Chemist	$41,336.46
Administrative Secretary to the Auditor/ Storm Water Clerk	$27,300.00

ARTICLE 39
SHIFT PREMIUM

Section 1. Shift differential shall be paid for all hours worked at the Sewage Plant from 3:30 p.m. to 11:30 p.m. at a rate of twenty cents ($0.20) per hour and for all hours worked from 11:30 p.m. to 7:30 a.m. at a rate of thirty cents ($0.30) per hour.

ARTICLE 40
EXPOSURE PAY

Section 1. Each employee working out of the Wastewater Plant shall receive an annual exposure pay payment of six hundred twenty-five dollars ($625.00).

ARTICLE 41
LONGEVITY

Section 1. Longevity shall be based on two dollars and seventy-five cents ($2.75) per each month of service after completion of five (5) full years, commencing the first month of the sixth (6th) year. Longevity payments shall be capped at eight hundred and fifty dollars ($850.00) per year

ARTICLE 42
LIFE INSURANCE

The City shall insure the life of each member of the bargaining unit in the amount of thirty thousand dollars ($30,000.00).

ARTICLE 43
SCHOOL EXPENSE REIMBURSEMENT

Section 1. Bargaining unit employees who wish to attend job-related school instruction, seminars, or conferences shall submit a written request to the Plant Manager.

Section 2. Upon the approval of the Service Director and the Plant Manager, the employee shall be reimbursed the cost of attending the above referenced school institution, seminar, or conference. Employees shall submit receipts for the expenses occurred in the attendance of said programs to the Plant Manager.

Section 3. Employees using their private vehicle to attend any of the above programs shall be reimbursed mileage in accordance with the amount as determined by the Employer. No more than one (1) employee per vehicle shall receive mileage reimbursement.

Section 4. It is understood and agreed that during the term of the agreement, the Employer may deny such request for attending those programs described herein. Such denials may be based on staffing levels, available funds, or attending of such programs would create an overtime situation.

ARTICLE 44
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employer agrees to attempt to rehabilitate employees who are first time drug and alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and full participate in and complete a treatment program approved by the employer, or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

Section 2. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 3. This article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

Section 4. With cause, the Employer may request the employee to seek assistance.

ARTICLE 45
LEGALITY

If it is determined by a court of competent jurisdiction that any provision of this contract is in conflict with the law, that provision shall be null and void and shall not affect the validity of the remaining provisions, which shall remain in full force and effect. In the event any provision is determined unlawful, the contract shall be reopened on that provision, and the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 46
DURATION

Section 1. This agreement shall be effective November 1, 2011, and shall run in duration for three (3) years until midnight of October 31, 2014, and shall continue in full force and effect unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than one hundred twenty (120) days, nor later than sixty (60) days, prior to the expiration of the agreement.

SIGNATURE PAGE

Signed and dated at Struthers, Ohio, on this_____ day of _____, 2011.

For the City of Struthers

Honorable Terry Stocker, Mayor

Edward Wildes, Safety/Service Director

Jonathan Noe, Negotiator

For AFSCME

Jack Filak, AFSCME Regional Director

Bargaining Team Member

Bargaining Team Member

Approved as to Form:

Carol Clement-Wagner, Law Director

MEMORANDUM OF AGREEMENT

The City of Struthers, AFSCME Ohio Council 8, and the AFSCME local representing the City of Struthers employees agree as follows:

1. The AFSCME Care Plan shall provide Dental 3 coverage to the AFSCME bargaining unit employees effective January 1, 2011.

2. The City shall pay the AFSCME Care Plan fifty-six dollars ($56.00) per employee per month for each member of the AFSCME bargaining unit commencing January 2011.

3. The provisions of this agreement shall be incorporated into the parties' collective bargaining agreement during the contract negotiations.

4. As an AFSCME bargaining unit in the City of Struthers has AFSCME Care Plan coverage, the City shall be free and able to provide with the AFSCME Care Plan coverage for all city employees also effective January 1, 2011.

LETTER OF UNDERSTANDING #1
WAGE REOPENER

Effective after January 1, 2013, but during the following thirty (30) calendar day period, the Union may send a notice to negotiate and the parties shall enter into a reopener. The only subject of the reopener will be whether or not there will be an increase to wages and/or license incentives, and if so, how much. The parties retain any rights under ORC 4117 to go to fact finding if they do not reach an agreement.

LETTER OF UNDERSTANDING #2
RATE OF PAY FOR NEW CLASSIFICATIONS

Section 1. The Employer may establish and implement a rate of pay for the new classification. If the new rate of pay is established within eighteen (18) months of the expiration of the collective bargaining agreement, the rate of pay is final and binding upon the parties and will be addressed in the next set of contract negotiations. If the new rate of pay is established more than eighteen (18) months from the expiration of the collective bargaining agreement, the Union may file a grievance at Step 3 of the Grievance Procedure. If the grievance is arbitrated, the arbitrator shall have the authority to establish the rate of pay for the job, and the provisions in Article 9, Section 9, Grievance Procedure, stating the contrary are hereby waived.

LETTER OF UNDERSTANDING #3

The parties agree that the Auditor/Storm Water Clerk shall continue the current schedule of working hours and breaks, including lunch.

LETTER OF UNDERSTANDING #4

The Employer (City of Struthers) and the Union (AFSCME) hereby agree to the following.

In the event that, during the term of this agreement, the Insurance Committee makes/submits recommendations/modifications to the City Council regarding benefit levels, cost containment measures, or the cost of the health insurance plan to the City and the bargaining unit employees, and City Council approves such recommendations/modifications, those modifications shall supercede the language in the collective bargaining agreement.

LETTER OF UNDERSTANDING #5

Bargaining unit employees' work schedules that are what is recognized as a normal five (5) days, specifically Monday – Friday, shall be subject to the following:

A holiday that falls on a Saturday shall be observed on the preceding Friday;

A holiday that falls on a Sunday shall be observed on the following Monday.

This letter of understanding is intended to address a specific classification within the bargaining unit. Said classification shall be defined as Auditor/Storm Water Clerk.

LETTER OF UNDERSTANDING #6

Any bargaining unit member who, as of October 18, 2011, has accumulated over two thousand (2,000) hours of sick leave will be entitled to accumulate a maximum of three thousand (3,000) hours of sick leave.