

STATE EMPLOYMENT
DIVISION

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AGREEMENT BETWEEN

THE CITY OF IRONTON, OHIO

and

**LOCAL 771 AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE: APRIL 15, 2014 THROUGH APRIL 14, 2017

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ARTICLE 1: PREAMBLE AND PURPOSE

1. This Agreement is between the City of Ironton, Ohio, hereinafter referred to as the "City" and Local 771, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and has as its purpose, the establishment of wages, hours and other terms and conditions of employment for all bargaining unit employees through the process of collective bargaining.

ARTICLE 2: DEFINITIONS

1. Any reference to employees in this Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.
2. The term employee(s) referred to herein shall mean all employees in the bargaining unit.
3. Full-time employees shall be defined as regular employees employed on a continuing basis who work thirty (30) hours or more per week.
4. Employees who work less than thirty (30) hours per work week (i.e., temporary, seasonal or casual employees) shall be excluded from the bargaining unit.

ARTICLE 3: RECOGNITION

1. The Union is recognized as the sole and exclusive representative of full-time employees of the City in the bargaining unit classifications listed in Section 2 of this Article. Any classifications or positions not listed in Section 2 of this Article are excluded from the bargaining unit as are seasonal, temporary and casual employees.
2. The Union's exclusive bargaining unit shall include only the following job classifications and the City shall not recognize any other Union as the representative within such classification:

Other

- Income Tax Clerk
- Police Clerk

Flood

- Flood Control

Sanitation

- Refuse Collector
- Refuse Truck Drivers

Sewer

- Waste Water Treatment Operator Trainee
- Waste Water Treatment Plant Operator I
- Waste Water Treatment Plant Operator II

- Waste Water Treatment Plant Operator III
- Laboratory Technician
- Laboratory Technician with License
- First Class Maintenance/Waste Water Treatment Plant

Collections

- Crew Leader, Waste Water Collections
- Waste Water Collections Systems Operator Trainee
- Waste Water Collections Systems Operator I
- Waste Water Collections Systems Operator II
- Waste Water Collections Maintenance

Water Supply

- First Class Maintenance
- Meter Reader
- Water Distribution/Meter Reader
- Water Supply Trainee
- Water Supply Treatment Operator I
- Water Supply Treatment Operator II
- Water Supply Treatment Operator III
- Chief Operator - Water Supply
- Laboratory Technician
- Laboratory Technician with License
- Water Clerk I

Street

- Laborers
- Light Equipment Operator
- Heavy Equipment Operator
- Mechanic
- Automotive - General Serviceman
- Truck Drivers
- City Garage Custodian
- City Building Custodian
- Electrician

3. Any new employee classification established during the term of this Agreement which is not excluded as supervisory, managerial or confidential as defined by ORC Section 4117.01(I), (J) or (K) or as defined by ORC Section 4117.01(M) or (O), shall also be included in the bargaining unit.

4. Water Treatment Operator Trainee.

Any employee hired, transferred or who bumps into the classification of Clear Water Filtration Operator Trainee after the effective date of this Agreement will be required to pursue a course of study to obtain a Class I Operator's License.

A. This will require attendance of classroom instruction.

- B. This may require the completion of a correspondence course of study in the clear water filtration field.
- C. This will require meeting with the State of Ohio standards for taking the examination for a Class I Clear Water Filtration Operator's License.

Any new employee and/or bargaining unit member who has not completed the requirements as listed above for a Class I license at the end of twenty-four (24) months, or refuses to comply with the requirements in A, B or C above will be laid-off by the City. Bargaining unit members so laid-off will not have the ability to bump for another position under the terms of Article 13 (2) or (3) or 4 (A), but may be recalled under Article 13 - 4 (B). Any bargaining unit member so laid-off for failure to comply with A, B or C above shall be eligible to bid for any posted vacancies (Article 12 - 3) that they are qualified. Any employee laid-off under the provision of this paragraph shall have no recourse to the grievance procedure. The parties may mutually agree to extend the training period for an additional twelve (12) months.

5. Waste Water Treatment Operator Trainee.

Any employee hired, transfer or who bumps into the classification of Sewage Treatment Plant Operator Trainee after the effective date of this Agreement will be required to pursue a course of study to obtain a Class I Operator's License.

- A. This will require attendance of classroom instruction.
- B. This may require the completion of a correspondence course of study in the waste water treatment field.
- C. This will require meeting with the State of Ohio standards for taking the examination for a Class I Sewage Treatment Operator's License.

Any new employee and/or bargaining unit member who has not completed the requirements as listed above for a Class I license at the end of twenty-four (24) months, or refuses to comply with the requirements in A, B or C above will be laid-off by the City. Bargaining unit members so laid-off will not have the ability to bump for another position under the terms of Article 13 (2) or (3) or 4 (A), but may be recalled under Article 13 - 4 (B). Any bargaining unit member so laid-off for failure to comply with A, B or C above shall be eligible to bid for any posted vacancies (Article 12 - 3) that they are qualified. Any employee laid-off under the provision of this paragraph shall have no recourse to the grievance procedure. The parties may mutually agree to extend the training period for an additional twelve (12) months.

6. Collection Systems Operator Trainee.

Any employee hired, transfer or who bumps into the classification of Collection Systems Operator Trainee after the effective date of this Agreement will be encouraged to pursue a course of study to obtain a Class I Operator's License for wage increases. Employees who choose to pursue a license shall follow these criteria:

- A. This may require attendance of classroom instruction.
 - B. This may require the completion of a correspondence course of study in the waste water collection system field.
 - C. This will require meeting with the State of Ohio standards for taking the examination for a Class I Collection Systems Operator's License.
7. License/Certification Pay.
- A. The City shall reimburse registered operators for the actual cost of fees to keep their licenses current.

ARTICLE 4: RESPONSIBILITIES OF THE PARTIES

- 1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
- 2. The Union (its officers and representatives, at all levels) and all employees are bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in the Agreement, the following shall be observed.
 - A. During the term of this Agreement neither the Union nor any employee shall instigate, encourage, sanction or take part in any strike, slowdown or other stoppage, limitation or interference with or curtailment of work or service and the City shall not engage in any lockout.
 - B. This Agreement will be the sole recourse available to employees represented by the Union accordingly under Section 4117.10 (A) of the Ohio Revised Code. Members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.
 - C. The right of the Mayor to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the Union. The Union has the exclusive right to discipline its officers and representatives. The Mayor has the exclusive right to discipline his department heads, supervisors and employees.
 - D. The right of the Mayor to attract and retain qualified employees by providing those benefits compatible with the financial resources of the Mayor.

ARTICLE 5: UNION SECURITY/CHECK OFF

1. The City agrees to deduct Union dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee for that purpose.
2. The City agrees to deduct regular dues, initiation fees or assessments once each month from the pay of any employee.

Upon receipt of the proper authorization form, the City will deduct the Union dues 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 City. The City must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.

3. The City shall be relieved from making such individual check-off deductions upon:
 - A. termination of employment;
 - B. transfer or promotion to a job other than one covered by the bargaining unit;
 - C. layoff from work;
 - D. an agreed leave of absence; or
 - E. revocation of the check-off authorization in accordance with its terms and with applicable law.
4. Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and Local 771 that the dues check-off authorization has been revoked in accordance with its terms and with applicable laws.
5. The City will cause the dues deducted from the eligible bargaining unit employees' pay to be remitted along with a list of names for whom the deduction was made once each month in accordance with this Article to the Controller, AFSCME Ohio Council 8, 6800 North High, Worthington, Ohio 43085-2512 within fifteen (15) days of their deduction.
6. It is specifically agreed by the City and Local 771 that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article after the deductions have been remitted and Local 771 agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by anyone arising from the deductions made by the City pursuant to the provisions of the Contract. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

7. The City 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 dues.
8. It is specifically agreed that neither the employees nor the Union shall have claims against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.
9. All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment; however, upon completion of their probationary period or sixty (60) calendar days whichever is earlier all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall be in accordance with 4117.09 of the Ohio Revised Code.
10. Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of Local 771, nor shall the fair share fees exceed dues paid by members of Local 771 who are in the bargaining unit. The fair share fee shall be certified by mail to the City.
11. The Employer will provide the local union and the Ohio Council 8, Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every year thereafter.
12. Any conscientious objections to fair share fee shall be resolved according to 4117.09 of the Ohio Revised Code and may include an option for the employee to pay an amount equal to fair share to a non-religious, charitable organization as called for by law. In addition, the Employer recognizes that any internal rebate procedure is a matter between the Union and the employee under 4117.09 ORC.
13. The Union shall notify the City of its fair share fee appeal procedure and rebate disclosure.
14. Local 771 agrees to hold the City harmless against any and all claims which may arise in the City's implementation of the fair share provisions of this Article. The Union also agrees to assume full responsibility to insure compliance with the requirements of law with respect to the constitutional rights of fair share fee payers.

ARTICLE 6: UNION REPRESENTATION

1. The City recognizes the right of the Union to select the President of the Union to act as the bargaining unit member's Union representative. The Vice President of the Union shall act as alternate Union representative in the absence of the President.

Members of the negotiating committee of the Union shall also be authorized to act as Union representatives, upon permission of the City under A below.

- A. Union representatives shall, upon permission of their immediate supervisor and the employee's supervisor involved in the grievance, be allowed a reasonable time to take up grievances.
 - B. Union representatives shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.
 - C. The Union shall furnish the City with a written list of Union representatives and shall promptly notify the City in writing of any changes therein and shall not be permitted to do Union business on City time until the City is notified.
2. The accredited 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 expressly permitted by the City. Permission shall be obtained from the Mayor or from the supervisor of the area.

ARTICLE 7: MANAGEMENT RIGHTS

- A. The Management of the City of Ironton has, as it has always had, the exclusive right to manage the business of the City and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of Management include but are not limited to the right to:
 1. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City Departments, standards of services, its overall budget, utilization of technology and organization structure;
 2. direct, supervise, evaluate and hire employees;
 3. maintain and improve the efficiency and effectiveness of the City's operations;
 4. determine the overall methods, processes, means and/or personnel by which the City's operations are to be conducted;

- E. The City shall be the sole judge of the necessity for overtime.
- F. The City shall retain the sole and exclusive right to determine weekly and daily work schedules. All overtime work will be distributed in a fair and reasonable manner within departments and any employee shall have the right to inspect the overtime list.

3. Call-Out Pay.

Whenever an employee is called out to work other than his regular work schedule, he shall be paid two (2) hours call-out pay at his regular rate. (This call out pay does not apply to scheduled overtime.) Scheduled overtime is defined as time scheduled or notification 24 hours prior to the work being performed.

4. Overtime records will be maintained in the bargaining unit departments and sections as follows:

- A. A list for each department or classification in order of departmental or classification seniority from employees requesting to be put on the list for regular overtime within the department or classification, shall be posted in every department and updated after each assignment.
- B. A list in order of bargaining unit seniority from employees who request to work overtime in any department or classification, shall be posted in every department and updated weekly.

5. Procedure for overtime assignments will be as follows:

- A. In circumstances which require overtime on daily job assignments, the employees assigned will continue until the job is completed for the day.
- B. When overtime is required from employees outside the departments, then from bargaining unit seniority in order of seniority.
- C. When call-out overtime is required, call-out in order from:
 - (1) classification seniority;
 - (2) departmental seniority; and,
 - (3) bargaining unit seniority.
- D. If an employee's turn is by-passed for any reason, he will be given the opportunity to make up the overtime on the next call. In the event an employee is intentionally passed over the second consecutive time, he will be paid for overtime lost. All overtime will be on the basis of turn rather than hours actually worked. An employee who refused overtime will have the overtime charged and added as if he had worked it.

- E. In case overtime is required to be worked, it shall be offered to the low person in hours accumulated or worked on the overtime list taking into consideration the ability to perform the work. If all employees refuse the overtime, the junior qualified employee will be required to work. Failure to do so will result in disciplinary action being taken by the City against the employee who refused.
6. Employees are responsible for providing the City a telephone number where they can be contacted for overtime. The employee shall specify which number the Employer is to use to contact the employee.
7. Meal Allowance.
- Employees who are required to work overtime after they have worked their regular eight (8) hour or ten (10) hour shift shall be eligible for the overtime meal or money plans as follows:
- A. All meals or allowances must be based on overtime whether called out or held over.
- B. After their regular or scheduled eight (8) hours or ten (10) hours, employees will receive a meal during this four (4) hour period or a voucher entitling them to a \$7.00 cash allowance. This will be duplicated for each extra four (4) hours of overtime in any one day.
- C. If scheduled to work on Saturday, Sunday or holidays, the meal allowance starts after the first twelve (12) hours have been worked and for each four (4) hours afterwards. A hot meal may be provided if employees desire it before the twelve (12) hours pass, if the overtime will approach twelve (12) hours duration. The supervisor must decide if four (4) hours or longer will be worked.
- D. Meal allowance or money will also apply on call-out after each four (4) hours of work.
- E. Meal vouchers must be signed by the supervisor and presented to the Finance Director for payment within the current pay period.
8. Compensatory time off option at a rate of 1½ for such overtime worked over eight (8) hours. For five (5) day employees or anything over ten (10) hours for four (4) day employees may be granted. Such time will be stored in a compensatory time bank established for storing accumulated overtime. Accumulations of overtime shall be limited to a maximum of 480 hours that may be stored in the compensatory bank. Any hours over the maximum shall be paid as defined herein. Such accumulated compensatory time shall be taken at the employee's request with 24 hours notice to the Employer. The Employer shall grant such leave if sufficient manpower is available. Any and all unused compensatory time shall be paid at the employee's rate of pay upon termination of employment.

ARTICLE 10: SENIORITY

1. **Seniority** is the right of an employee to continue in the employ of the City and to exercise rights established by the applicable terms and conditions of this Agreement. Three (3) types of seniority are established:

A. **Classification Seniority** - the employee's length of continuous service in his current classification and computed from the last date of entry into that classification.

B. **Departmental Seniority** - the employee's length of continuous service in a department within the City and computed from the last date of entry into that department. Departmental Seniority will only be used for selection of vacation and choice of shift schedule, and preference on overtime. The departments included are:

- | | |
|--------------------------------|-------------------------------------|
| 1. Sewer-Wastewater Collection | 7. Water Processing-Water Treatment |
| 2. Street | 8. Income Tax |
| 3. Water Distribution | 9. Traffic Department |
| 4. Sanitation | 10. Civilian Dispatcher |
| 5. Flood Control | 11. Water Administration |
| 6. Wastewater Treatment | 12. Public Buildings |

C. **Bargaining Unit Seniority** - the employee's length of continuous service with the City of Ironton, Ohio, computed from the last date of hire with the City, in the bargaining unit.

Continuous service as used in this Agreement for the purpose of computing seniority shall be construed that absence from employment due to illness, injury, approved leaves of absence, or layoff of less than the employee's bargaining unit seniority shall not cause a break in such continuous service.

2. Seniority shall be broken or terminated when an employee:

- A. quits;
- B. retires;
- C. is terminated for just cause;
- D. is laid off for a period of more than the employee's bargaining unit seniority; or,
- E. accepts employment in a position outside the bargaining unit.

3. **Seniority List.** Effective on the date of this Agreement and every six (6) months thereafter, the City will post and provide to the Union, a seniority list of bargaining unit employees. The list shall contain the employee's names, job classifications, and classification, departmental and bargaining unit seniority dates.

4. Whenever seniority is applicable to any terms and conditions contained in this collective bargaining agreement and two (2) or more employees are tied in applicable seniority, the following listed seniority rights shall prevail:
 - A. If two (2) or more employees have the same departmental seniority, bargaining unit seniority shall prevail.
 - B. If two (2) or more employees have the same classification seniority, bargaining unit seniority shall prevail.
 - C. If two (2) or more employees have the same bargaining unit seniority, the City will go by alphabetical order in order to determine the most senior of the two.

ARTICLE 11: LEAVES OF ABSENCE

1. Funeral Leave.

In case of a death in an employee's immediate family (husband, wife, parent, mother-in-law, father-in-law, child, sister, brother, grandparent, step-mother, step-brother, step-child, grandchild, son-in-law, daughter-in-law) three (3) days leave with pay shall be granted for the funeral unless such funeral is greater than three hundred (300) miles from Ironton, in which case five (5) days leave with pay shall be granted, provided an obituary notice is given to the employee's supervisor covering the funeral in question. Time off may be taken for the funeral of any other relative without pay. Special cases may be taken up with the Mayor.

Any leave in excess of that specified in the paragraph above shall be deducted from the employee's sick leave accrual based upon approval of the sick leave by the employee's supervisor.

2. Jury and Witness Service Leave.

- A. A bargaining unit member who is called for jury or subpoenaed as a witness (except for cases in which the bargaining unit member has a personal interest or such witness service is a non-work related civil case) shall be excused from work of the days on which he is to serve. (Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he/she is used.)
- B. Such bargaining unit member shall receive, for each day of service on which he otherwise would have worked, the difference between the payment he receives for such service and his regular rate of pay. Such pay will be based on the number of days such bargaining unit member would have worked had he not been performing such service (plus any holiday in such period which he would not have worked) and the pay for each such day shall be his straight time hourly rate of earnings during the last payroll period worked prior to such service. The bargaining unit member will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore. All hours

certified by the court past the bargaining unit member's regular hours of work shall be reimbursed to the bargaining unit member in compensatory time for each hour past the bargaining unit member's regular workday.

3. Military Leave.

- A. An employee shall be granted an extended leave of absence without pay for required military duty in accordance with law. After discharge, he shall be restored to employment with the City, upon request, in accordance with state and federal law.
- B. Employees who are drafted shall be granted leave of absence with pay for the purpose of taking military physicals.
- C. Full-time employees of the City who are temporarily called to active duty (e.g., summer training) shall be granted a leave of absence for the duration of such duty for a period not to exceed fifteen (15) working days in any calendar year. However, an employee will receive only the difference between military pay and regular pay. He shall accumulate vacation and sick leave credit during the period of such leave.
- D. Employees on military leave who thereafter return to employment with the City shall receive retirement credit for all time spent in active military service as may be sanctioned by state and federal law. The City shall not be responsible for any monetary pick-up of Public Employees Retirement System time.

4. Union Leave.

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

5. Educational Leave.

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City.

6. Unpaid Personal Leave.

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leave will be based on the operational need of the employee's department and shall only be granted by the Mayor.

7. General.

- A. All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms to be provided by the City. 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. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position at the same rate of pay if his former position is not vacant or no longer exists.
- B. If it is found that a leave of absence is not actually being used for the purpose for which it was granted the City may cancel the leave either personally or by certified mail at the last known address, direct the employee to return to work and impose disciplinary action up to and including discharge.
- C. An employee who fails to return to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority and termination.

8. Sick Leave Without Pay.

- A. An employee who is injured in a work-related accident shall have the option of receiving leave without pay, and shall not be required to exhaust his sick leave.
- B. After an employee has exhausted his sick leave with pay, he shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury upon request supported by medical evidence satisfactory to the City if the employee has reported such illness or injury to his department head or immediate supervisor by no later than the second day of absence. If the illness or injury continues beyond the one (1) year, the City may grant additional sick leave under this paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his illness or injury as circumstances allow.

9. Sick Leave With Pay.

Regular full-time employees of the bargaining unit will earn paid sick leave at the rate of ten (10) hours per month on the active payroll for one hundred twenty (120) hours per year. There shall be no limit on cumulative sick leave.

- A. Sick leave with full pay shall be granted to employees for:
 - (1) actual sickness or injury;
 - (2) confinement by reason of quarantine;
 - (3) serious illness of the employee's immediate family; or
 - (4) a visit to a doctor or dentist for non-routine medical care.

- B. No paid sick leave shall be granted unless the City (supervisor or designated person) is notified of the sickness at least one (1) hour prior to the employee's scheduled starting time on the first day and every day thereafter of the absence on account of sickness, unless other arrangements are authorized by the supervisor or designated person. A certificate from a physician must be provided for any sickness extending beyond two (2) days.
- C. Severance pay for members of the bargaining unit shall be calculated and available under the following restrictions and guidelines:
1. Eligibility: - (a) Retirement - A bargaining unit member must have at least six (6) full years of service with the City of Ironton; b) Death - a bargaining unit member must have at least three (3) full years of service with the City of Ironton.
 2. Upon separation of employment, accumulated sick leave payment calculation shall follow the following formula:

Bargaining Unit members shall receive 100% pay for (720 hours) of sick leave. All accumulated sick leave above (720 hours) shall be paid at twenty-five percent (25%) at the Bargaining Unit employee's current rate of pay.
 3. At the end of each calendar year the City shall furnish to each bargaining unit member a list which totals all sick leave accumulated and used, and the current balance remaining.
 4. A full time Bargaining Unit member who has completed five (5) years or more service as an employee of The City of Ironton can designate and nominate a beneficiary entitled "Sick Leave Beneficiary" by signing, as required by the auditor, the sick leave beneficiary form. In the event, and only in the event, that such written designation is made, such sick leave beneficiary shall receive, upon the death of such employee, sick leave benefits to which such employee may be entitled. Such computation and payment to be made on deceased employee's rate of pay at the time of death times the number of hour's sick leave accrued.
 5. Sick leave incentive of \$85.00 for each full quarter year with zero usage. All bonuses shall be paid by separate check following each quarter, March 31, June 30, September 30 and December 31.

10. Paid Personal Leave.

Forty (40) personal leave hours may be scheduled off with said employee any time during the calendar year provided twenty-four (24) hours notice has been given to the employee's supervisor. These hours must be used during the calendar year and no carry over is permitted. All requests for these days will be on a first come, first serve basis.

11. Family Medical Leave.

- A. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:
- (1) to care for a newborn son or daughter;
 - (2) for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
 - (3) to care for a seriously ill spouse, child or parent; or
 - (4) because of their own serious health condition.
- Entitlement to child care shall end upon the child reaching age (1) or twelve (12) months after the date of adoption or foster placement.
- B. Bargaining unit members must give the City at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.
- C. Bargaining unit members may at their option, use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
- D. Medical certification shall be required in cases where the employee is requesting leave for his/her ailment to substantiate leave for the reasons stated above with the City having the option of requiring second and third opinions. Medical certification shall include the following:
- (1) appropriate medical facts regarding the condition and the necessity for the leave; and
 - (2) a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
- E. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Employer and the Union and provided all requirements have been satisfied.
- (1) When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the City may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
- F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the City paying the

City's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium, if any. The City may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

G. For the purpose of this Article, the following definitions shall apply:

- (1) "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
- (2) "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a bargaining unit member.
- (3) "Working Day" shall be the normal scheduled number of hours per work day for the employee (i.e., eight (8) hours or ten (10) hours).

12. Injury Leave.

The City shall pay the City's share of the hospitalization premiums for any bargaining unit member who has been injured on the job for up to three (3) months over and beyond FMLA.

ARTICLE 12: JOB POSTING, TRANSFER, ASSIGNMENT AND BIDDING PROCEDURE

1. Shift Preference.

Prior to any posting of vacancies, the City will offer such vacancies to employees as shift preference. The employee with the greatest departmental seniority shall have preference for the shift.

2. Vacancy.

A vacancy is defined as an opening in the bargaining unit where the City has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment. Whenever a vacancy to be filled exists, the position shall be posted within five (5) days after the occurrence which caused the vacancy and filled within seven (7) calendar days after the last day of bidding.

3. Posting, Bidding and award
 - A. All buildings owned and operated by the City shall be posted with notice of occurring vacancies and a job bidding form for a minimum of five (5) working days. The Union will be provided a copy of the notice.
 - B. All posted vacancies shall include the initial date of posting, job title, location, beginning date of hire, pay range and hourly rate, the hours required, the probable shift, the final date to notify the City in writing, the desired qualifications, and the job description for the position.
 - C. Employees shall have the right to bid for such vacancies. Employees on vacation shall be permitted two (2) working days after their return to submit bids or decline in writing.
4. Vacancies and promotions shall be awarded to employees in accordance with the following sequential order and criteria.
 - A. To the employee applicant who possesses the greatest classification seniority in the classification wherein the vacancy exists. If two or more applicants possess the same classification seniority, the bargaining unit senior will be awarded the position.
 - B. To the employee applicant who possesses the greatest bargaining unit seniority and who meets the minimum qualifications for the position. If two or more applicants are equally qualified, the employee with the greatest bargaining unit seniority will be awarded the position.

If no applications are received from employees, the City maintains the right to hire from the outside.
5. Transfer/Assignment.
 - A. The City shall have the right to temporarily transfer or assign employees to other jobs to fill in for absent employees due to illness, vacation or other leaves of absence or to temporarily fill a vacancy pending posting and filling of that position. Such transfer or assignment shall not exceed thirty (30) calendar days.
 - B. Employees transferred or assigned as prescribed by this Section shall be permitted preference by exercising their departmental seniority for the temporary position in the department where their departmental seniority is. If no departmental senior employee(s) desires the temporary transfer or assignment, the least department senior employee shall be assigned or transferred.
 - B. When an employee is temporarily transferred or assigned to another job classification with a higher rate of pay, he shall receive that rate of pay for all hours worked in that job classification if he holds the appropriate license required for that position. When transferred or assigned to another job classification with a lower

rate of pay, an employee shall retain his regular rate of pay of his regular job classification.

- C. Electrical Department. The Electrician, as work becomes available, will utilize the two (2) Street Laborers to assist him in his duties. The Street Laborers shall be scheduled to assist and shall be called out when needed. However, any occurrences during regular work hours where the Street Laborers are in the middle of a job assignment and cannot be released, the Electrician will notify his Supervisor the need to call out a bargaining unit employee to assist. At that time, the Supervisor will call out a bargaining unit employee by using the bargaining unit call-out list, rotating by master seniority.
- 6. An employee awarded a job in accordance with this Article will be provided adequate training and will be given a reasonable period of time but not more than thirty (30) calendar days to prove he is qualified to hold such job on a permanent basis. If an employee cannot prove his qualifications within that period of time, he will be returned to his former job and rate of pay.
- 7. The department head will provide the employee awarded a job with a checklist of the normal routine duties that will be required at the end of sixty (60) calendar days for the employee to maintain the assignment. An employee who is awarded a job under the bidding procedure can be given a standardized preliminary test to determine if he can perform the basic functions of the job.

ARTICLE 13: LAYOFF, JOB ABOLISHMENT AND RECALL PROCEDURES

1. Notice.

In the event it is necessary to reduce the work force due to a lack of work or funds, affected employees and the Union will be provided written notice of intent at least thirty (30) calendar days prior to such reduction.

2. Reduction.

Whenever a reduction in the work force occurs, the following order of layoff or abolishment will be implemented:

- A. All seasonal, temporary, casual, probationary and part-time employees in the classification where the layoff occurs will be laid off first;
- B. Thereafter, any further necessary reduction in the work force shall be made in the inverse order of bargaining unit seniority excluding required licensed positions from among employees in the affected classification(s).

3. Bumping Rights.

Employees displaced as a result of a reduction in the work force shall have the right to exercise their bargaining unit seniority to bump in order:

- A. The employee with less bargaining unit seniority in any other classification for which the displaced employee is qualified, excluding required licensed positions.

Employees who bump within classification will retain their rate of pay. Employees who bump into a lower rated classification will be paid at the rate of pay of the classification into which he bumps.

4. Recall Rights.

- A. No vacancies will be posted or filled in the jobs of employees who have been displaced as a result of a reduction in the work force until such employees' recall rights are exhausted.

- B. Employees will be recalled in the order of bargaining unit seniority (most senior recalled first) to their former jobs or to jobs for which they are qualified, whenever openings occur. Employees shall maintain recall rights for a period of the employee's bargaining unit seniority from the date of layoff or job abolishment.

- C. The City shall serve written notice of recall by certified mail, return receipt requested, to the employee's last known address. The employee shall have fourteen (14) calendar days from receipt of notice to report to work.

5. A laid off employee may, upon request, receive payment for all earned but unused vacation, as quickly as possible, but not later than fifteen (15) days after the layoff. An employee who has not received pay for unused vacation by the end of the calendar year and is still in layoff status will automatically be paid for his remaining vacation time at the end of said calendar year.

ARTICLE 14: ESTABLISHMENT OF NEW POSITIONS OR NEW METHOD OF OPERATION

1. If substantial changes in the method of operation, tools, or equipment or a job occur, or if a new job is established which would appropriately be included in the bargaining unit, as defined in this Agreement, then the wage rate for such job shall be determined by the Mayor. Before putting such rate into effect, the City shall meet with the Union to negotiate the rate for the position; in the event the parties are unable to agree upon a rate for the classification, the City may put the rate into effect without any further delay.
2. Thereafter, the Union can file a grievance on the single issue of whether the rate established by the Mayor is reasonable or unreasonable, and if the grievance is submitted to arbitration, the arbitrator shall have the authority to set a new rate if he determines that the rate set by the Mayor is unreasonable.

ARTICLE 15: PROBATIONARY PERIOD

1. The probationary period for all newly hired employees shall be ninety (90) work days. When hired, the employee will be paid eighty percent (80%) of the rate for the job for which he was hired. Individual's rates of pay will then progress in accordance with Appendix B of this Agreement, if such position is so listed, or to full pay in the event of a skilled position not listed in Appendix B.
2. A new employee shall have no authority rights until completion of the probationary period at which time the new employee will be credited with seniority from the original date of hire.
3. During or at the end of the probationary period, the City shall have the right to terminate the new employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement.
4. During the probationary period, none of the provisions of this Agreement are applicable to new employees except as noted in any other Articles of this Agreement.
5. All employees who are promoted will serve a sixty (60) calendar day probationary period. The employee may return to his former position prior to the 60th day by his own request or that of his employer. Once the employee is returned to his former position by the employer or himself, he/she cannot bid on the same position for a period of six (6) months.

ARTICLE 16: CONTRACTING OUT

1. No job that is normally performed by, or which can reasonably be expected to be performed by a City employee may be contracted out or subcontracted. This also applies to any City employee capable of doing the work on layoff status, provided that the employee is ready to assume duties within 24 hours written notice, unless otherwise agreed upon in writing by the Unions and the City of Ironton.
2. Permanent City employees shall perform all work normally performed by the regular City work force except as provided in this Agreement.

ARTICLE 17: HEALTH AND SAFETY

A Health and Safety Committee will be established, with equal representation from the Union and the City, to discuss, review and implement safety standards.

The City shall provide, at no cost, to bargaining unit employees, Hepatitis A, Hepatitis B, Tetanus, Flu and T.B. vaccinations. The vaccinations will be offered within ten (10) days of assignment to such position. Employees shall be notified at the time of hire that the vaccinations are required. (The only exception is a doctor's statement saying the employee has already received or can't receive because of health issues.)

ARTICLE 18: DISCIPLINE

A. Purpose.

The City agrees that a member of the bargaining unit shall not be peremptorily discharged after the effective date of this Agreement, but that in all instances in which the Mayor may conclude that a bargaining unit member's conduct may justify suspension or discharge, the bargaining unit member shall first be suspended. Such initial suspension shall be for not more than five (5) working days. No discipline shall be taken against any employee except for just cause.

B. Procedure.

1. The bargaining unit member and his/her Union representative shall be given a statement in writing promptly, but not later than twenty-four (24) hours from the time of the suspension, as to the reason(s) for the suspension. The City shall make an effort to communicate the reason(s) to the bargaining unit member and his/her representative prior to the start of the suspension.
2. Complaints concerning suspensions of four (4) working days or less shall not require a hearing before the Mayor, but instead shall be initiated in the second step of the grievance procedure with the department head.
3. If the initial suspension is for five (5) working days the bargaining unit member may, during this period of initial suspension, if he believes he has been unjustly dealt with, request a hearing before the Mayor such management representatives present that the Mayor may choose and such Union representatives as the Union may choose.
 - a. Such hearing shall be held within the five (5) working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.
 - (1). In the event the hearing is not held or requested within the five (5) working days referred to above, the mayor shall issue his decision on the case within five (5) working days and the effected bargaining unit member may thereafter present a grievance at any time within five (5) working days from the filing of the Mayor's decision with the bargaining unit member and the Union; such grievance shall be introduced at the third step of the grievance procedure.
 - b. At the suspension hearing the facts concerning the case shall be made available to both parties.
 - c. After such hearing the Mayor shall conclude within five (5) working days whether to convert the suspension into discharge or extend, reduce, sustain

or revoke the suspension. If the suspension is revoked, the bargaining unit member shall be returned to work and shall receive full compensation at this regular rate of pay for the time lost. If the suspension is sustained, extended or converted into discharge, the bargaining unit member may, at any time within ten (10) working days from the filing of the Mayors decision, allege and present a grievance to be introduced at the third step of the grievance procedure.

- C. Disciplinary action involving suspensions shall be maintained in the bargaining unit member's personnel file for two (2) years. Disciplinary action involving verbal or written warnings and/or reprimands will be removed at the end of one (1) year providing no intervening disciplinary action has occurred.
- D. A probationary bargaining unit member does not have recourse to the grievance procedure for his removal during his probationary period on the initial employment.

ARTICLE 19: GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the Union, or between the city and an employee, concerning the interpretation and application of any provision of this Agreement, including any disciplinary action as provided herein, and when any such grievance arises, the following procedure shall be observed.

All preparation through the completion of written grievances will be done on the employee's nonworking time (other than meetings set forth in this procedure).

A. STEP 1

An employee who has a grievance shall take it up orally with his immediate supervisor, either alone or accompanied by a Union representative, if the employee so wishes, within five (5) working days after the employee has knowledge of the event(s) upon which his grievance is based, and the immediate supervisor shall give his answer to the employee and the Union representative (if the representative was present at Step 1) within three (3) working days after the grievance is orally presented to him.

B. STEP 2

If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall, within five (5) working days after receipt of the step 1 answer, be reduced to writing and filed with the employee's department head setting forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested and specific rule or rules violated and dated and signed by the employee and his Union representative). The department head shall meet with a representative of the Union and the grievant within five (5) working days after the grievance has been filed, and a written answer shall be given to the Union within five (5) working days after the Step 2 meeting.

C. STEP 3

If the grievance is not satisfactorily settled at Step 2 of the grievance procedure, the Union may, within seven (7) working days after the receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor or his designated representative shall meet with representatives of the Union within seven (7) working days after the grievance is submitted to the Mayor and a written answer shall be given to the Union within seven (7) days after the Step 3 meeting.

Grievances must be appealed to arbitration within thirty (30) calendar days after the Step 3 answer is received, or thirty (30) calendar days following mediation.

D. STEP 4 – MEDIATION

If the grievance is not satisfactorily settled at Step 3, the Unions may appeal the grievance to mediation with notice to the City. The parties will use Federal Mediation Conciliation Services (FMCS) and follow FMCS guidelines. FMCS currently offers mediation at no cost to the parties. Should FMCS change its policy, the parties shall re-negotiate the mediation process. The mediator shall assist the parties and has no authority to force the parties into settlement. Neither party can use mediation against the other party in arbitration. Mediation is an informal setting.

E. ARBITRATION

1. In the event a grievance is submitted to arbitration the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this Agreement including all disciplinary actions; and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.
2. All decisions of arbitrators consist with D-1 above, and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employees, provided, however, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.
3. Time Limits.
 - a. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed thereafter, shall not be considered a grievance under this Agreement and shall not be arbitrable.

- b. If any grievance is not answered by the City within the time limits set forth in this Agreement, the grievance shall automatically be appealed to the next Step of the grievance procedure.
 - c. In computing the time for presenting, answering or appealing a grievance, Saturdays, Sundays and holidays shall not be counted as workdays.
4. If a grievance is posted for arbitration, the Union and the City shall request a panel of Ohio based arbitrators from the federal Mediation and Conciliation service (FMCS) or the Arbitration Mediation Services (AMS). The cost of such arbitration shall be borne by the losing side; however, if the losing party cannot be determined, the arbitrator shall order the costs to be shared by the City and the Union and shall set down this apportionment as part of the decision. Should either party decide to withdraw prior to arbitration, the party withdrawing shall pay any costs incurred. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator, if this rejection of the FMCS, AMS or any other mutually agreed upon agency list is made prior to the date to strike names, the party rejecting the list will be responsible for paying for the new panel from FMCS or any other mutually agreed upon agency. The party who cancels an arbitration shall be responsible for the costs of the cancellation. If mutually agreed to cancel, the cost will be split.
 5. The Union shall strike one name from the panel of arbitrators, and the City shall strike one name. This procedure will continue until one name remains. This procedure will take place within ten (10) working days of the receipt of the panel of arbitrators.
 6. The matter in dispute shall be submitted to the arbitrator in the form of a joint submission by the parties and shall define the issue or issues to be arbitrated. Any grievance submitted to arbitration shall be heard as soon as possible. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and arguments.
 7. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the City's payroll, that amount so awarded shall be less earned wages from whatever source.
 8. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the arbitrator.
 9. The Union may initiate, at Step 3 of the grievance procedure, a policy grievance that affects any number of employees, but only one employee grievant and the Union officer may process the grievance.

ARTICLE 20: HOLIDAYS

A. Holidays

1. All regular full time employees shall be entitled to the below listed holidays with pay.

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas

2. In addition to the above City wide holidays, members of the bargaining unit will be granted an additional day off on their birthday, which may be scheduled by said employee anytime during the calendar year.
3. Employees are automatically entitled to any holiday given in excess of the above listed holidays.
4. For employees not regularly scheduled for weekend shifts, if any of the listed holidays falls on a Sunday, the following Monday will be observed as the holiday. If any of the holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

B. Holiday Eligibility

1. A new bargaining unit member must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.
1. To be entitled to holiday "straight-time pay", an employee must be in active pay status (i.e., receives pay) on his first scheduled day before and after the holiday.

C. Holiday Pay

1. Eligible employees as set forth above shall receive eight hours of straight-time pay for holidays or ten (10) hours if regularly scheduled for ten (10) hour shifts.
2. Any employee required to work on a holiday shall receive one and one-half (1½) times his regular rate of pay for all hours worked up to eight (8) hours, or ten (10)

hours if regularly scheduled for a ten (10) hour shift on the holiday, in addition to the pay set forth in Section (C)(1).

3. Any employee required to work on a holiday shall receive two and one-half (2½) times his regular rate of pay for all hours worked in excess of eight (8) hours, or ten (10) hours if regularly scheduled for a ten (10) hour shift on the holiday, in addition to the pay set forth in Sections (C)(1) and (C)(2).
4. Any employee that is regularly scheduled to work weekends (Saturday and Sunday) shall receive holiday pay for the actual holiday.
5. In the event that a holiday observation fall upon an employee's regularly scheduled day off, holiday pay for such time shall not be counted for the purpose of determining overtime status for the pay period.

ARTICLE 21: VACATIONS

1. All regular full time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as follows:

YEARS OF SERVICE	VACATION
One (1) year but less than six (6) years	Two (2) weeks
Six (6) years but less than eleven (11) years	Three (3) weeks
Eleven (11) years but less than twenty (20) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

2. Each employee after reaching twenty (20) years of service shall receive five (5) weeks plus one (1) day, and shall receive an additional day for each two (2) years of service to a maximum of six (6) weeks.
3. Employees who have been deprived of part or all of their vacation by the City will be paid for vacation days due them at the end of the year.
4. If an employee's vacation is canceled by the City, the employee will not be required to take his vacation at another date unless he so chooses.
5. Scheduling
 - A. Vacation schedules shall be posted in each department no later than March 1 of each year. The senior employees will have preference. Normally no vacation of

less than one (1) week may be taken by any employee. However, vacations of less than one (1) week may be authorized by the employee's department head based on forty-eight (48) hours notice. Changes in vacation schedules may be changed if agreeable to the City. In such cases, at least (3) days notice must be given to the City. In cases of emergency, the City may grant vacations of one (1) week or more to the employees.

- B. An employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when his application was made.
- C. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation).

ARTICLE 22: INSURANCE

1. Hospitalization

- A. The City shall pay effective April 1, 2007 95% for all Bargaining Unit members who have completed their initial probationary period of the monthly premiums for hospitalization, surgical, and major medical plan. The employee shall be responsible for the balance of the premium for the plan they select from those available.
- B. The City shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as exists in the City's conventional insurance plan. The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductible so long as the City uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. During the terms of this Agreement, if changes to the benefit insurance policies provided by the City are instituted for employees not covered by this Agreement, the City agrees to additionally grant those changes to bargaining unit members covered by this Agreement.
- C. The parties agree to study and institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the current coverage which may include but not be limited to:
 - 1. mandatory second opinions for elective surgery;
 - 2. pre-admission and continuing admission review;

3. scheduling of admissions except in emergency situations; and
 4. outpatient elective surgery for certain designated surgical procedures.
- D. The extent of coverage under the Insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said Insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any Insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any Insurance carrier(s) or plan administrator(s) from any liability it may have to the City, bargaining unit member or beneficiary of any bargaining unit member.
2. AFSCME Care Plan.
The City will contribute \$68.75 per month for each bargaining unit employee who has completed his new hire probationary period to the Ohio AFSCME Care Plan. Dental IIA, Life, Prescription Drug, Vision, Hearing and Legal.
 3. The City agrees to institute an IRS 125 plan for members of the bargaining unit.
 4. Bargaining unit members are entitled to hospitalization after the completion of the initial probationary period.

ARTICLE 23: WAGES AND BENEFITS

1. Wages
 - A. 1. The Bargaining Unit shall receive a thirty cent (\$.30) wage increase effective April 15, 2014.

The Bargaining Unit shall receive a thirty cent (\$.30) wage increase effective April 15, 2015.

There shall be a wage reopener in the third year of the Agreement, April, 2016.
 2. The pay rates are listed in Appendix A and Appendix B, as attached hereto and incorporated by reference herein.
- B. Employees hired into positions in the bargaining unit after February 1, 1990 will be paid in accordance with the pay scale listed in Appendix B: entry level is at 80%, at 6 months 90%, at 1 year the employee will be paid the full rate of the position.

- C. In lieu of a pick-up of OPERS employees' contributions, the Employer shall pay a one-time base wage increase of two and one quarter (2.25%) percent.
 - D. When employees are using their private vehicles for work related purposes to attend training, seminar or other matters as directed and approved by City Council and/or the Mayor, the employee will be reimbursed mileage at the current federal tax rate and for meals. Reimbursement to be made by Finance Director with current pay period with receiving written proof of expenditures.
 - E. Longevity Increase: Each bargaining unit member will receive 1 cent per hour adjustment to their basic hourly rate multiplied by the number of completed years of service with the City.
 - F. Employees upon their anniversary date and completion of 28 years of full service with the City of Ironton shall receive a payroll bonus of \$1,000. Employees upon their anniversary date and completion of 29 years of full service with the City of Ironton shall receive a payroll bonus of \$1,000. Employees upon their anniversary date and completion of 30 years of full service with the City of Ironton shall receive a payroll bonus of \$1,000. No bonus will be given beyond 30 years of full service with the City of Ironton or will be retroactive for years previously completed. Bonus pay will be issued in the first paycheck following the employee's anniversary date.
2. Clothing Allowance.
- A. The City shall pay for all employees who work sanitation, mechanics, automotive serviceman, wastewater collections, flood control, water distribution meter reader, water filtration, wastewater, and streets a clothing allowance of four hundred dollars (\$400) for the year 2014, paid by separate check during February of each year of this Agreement. Employees shall receive five hundred dollars (\$500.00) for the year 2015.
 - B. The City will provide, insofar as practical, adequate protective clothing (gloves, boots and rain gear) for all employees of the City required to perform outside work.
 - C. The City shall pay to AFSCME Clerical employees a sum of two hundred dollars (\$200.00) as a clothing allowance for the year 2014, and two hundred fifty dollars (\$250.00) as a clothing allowance for the year 2015.
 - D. There shall be a reopener on clothing allowance in the third year of the Agreement, April, 2016.
3. Tool Allowance.
- A. Employees in the classification of mechanic, electrician and automotive serviceman will be entitled to a one hundred twenty-five dollar (\$125) per month tool allowance.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

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

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

The Union shall hold the City harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the City to the Controller of Ohio Council 8 within the first calendar week after such deductions are made.

ARTICLE 27: DURATION

1. This Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the City and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.
2. This Agreement shall become effective as of April 15, 2014, except as otherwise indicated herein, and shall remain in effect up to and including April 14, 2017, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to April 14, 2017, or prior to the date of expiration of any annual renewal hereof.
3. If notice of termination shall be given, negotiations for a new agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.
4. There shall be a reopener in April, 2016 for wages, health insurance and clothing allowance only.

ARTICLE 28: ALCOHOL AND DRUG TESTING

- a. It is the policy of the City of Ironton that the public has the absolute right to expect persons employed by the city will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees.
- b. Employees shall be prohibited from:
1. Consuming or possessing alcohol at any time during or just prior to beginning of the workday or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
 2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty.
- c. When the City has reasonable suspicion to believe that:
1. an employee is being affected by the use of alcohol; or
 2. has abused prescribed drugs; or
 3. has used illegal drugs,
- The City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The City may also require an employee to randomly submit to alcohol or drug testing.
- Supervisors of the City shall be trained to recognize symptoms of alcohol and/or drug use.
- d. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.
- e. In conducting the testing authorized by this Agreement, the City shall:
1. Use only a clinical laboratory or hospital facility which is certified by the State of Ohio to perform drug and/or alcohol testing.
 2. Established a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

3. Collect sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
4. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that is positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.
7. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
9. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

10. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with this Agreement.

If disciplinary action is not taken against an employee based in whole or part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

- F. The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:
1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
 2. The employee discontinues his use of illegal drugs or abuse of alcohol;
 3. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months;
 4. The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of his/her position or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Agreed to this 15th day of April, 2015.

**FOR AFSCME, OHIO COUNCIL 8
LOCAL #771**

FOR THE CITY OF IRONTON, OHIO

Brett Payne
Brett Payne

Joseph R. Blankenship
Mayor Joseph R. Blankenship

Larry Keating
Larry Keating

Ricky Jenkins
Ricky Jenkins

Rick Miller
Rick Miller

FOR THE IRONTON CITY COUNCIL:

Sandra S. Shonborn
Sandra S. Shonborn, AFSCME Rep.

K. Kevin Wald

APPROVED AS TO CONTENT:

Mark McCown
Mark McCown

APPENDIX A: WAGE RATES

CLASSIFICATION	Current	April, 2014	April, 2015
	April, 2013	\$.30	\$.30
CLERICAL POSITIONS			
Income Tax Clerk	\$14.60	\$15.23	\$15.53
Water Clerk I	\$14.87	\$15.50	\$15.80
Police Clerk	\$14.60	\$15.23	\$15.53
UNSKILLED LABOR POSITIONS			
City Garage Custodian	\$14.70	\$15.33	\$15.63
Laborer	\$14.70	\$15.33	\$15.63
City Building Custodian	\$14.70	\$15.33	\$15.63
Automotive-General Serviceman	\$14.87	\$15.50	\$15.80
Refuse Collector	\$14.99	\$15.63	\$15.93
First Class Maintenance/Paint-Sign	\$15.13	\$15.77	\$16.07
SKILLED POSITIONS			
Flood Control	\$15.35	\$16.00	\$16.30
Truck Driver	\$15.29	\$15.93	\$16.23
Refuse Truck Driver	\$15.49	\$16.14	\$16.44
Light Equipment Operator	\$14.87	\$15.50	\$15.80
Heavy Equipment	\$15.54	\$16.19	\$16.49
Mechanic	\$15.54	\$16.19	\$16.49
Meter Reader	\$15.37	\$16.02	\$16.32
Water Distribution Meter Reader	\$15.37	\$16.02	\$16.32
LICENSED POSITIONS			
Chief Operator Water Supply	\$16.55	\$17.22	\$17.52
Electrician	\$17.67	\$18.37	\$18.67

Water Supply Treatment Operator I	\$15.57	\$16.22	\$16.52
Waste Water Treatment Operator I	\$15.57	\$16.22	\$16.52
Waste Water Collections Systems Operator I	\$15.57	\$16.22	\$16.52
Water Supply Treatment Operator II	\$16.60	\$17.27	\$17.57
Waste Water Treatment Operator II	\$16.60	\$17.27	\$17.57
Waste Water Collections Systems Operator II	\$16.60	\$17.27	\$17.57
Trainees	\$14.99	\$15.63	\$15.93
Laboratory Tech (Water/Waste Water)	\$15.67	\$16.32	\$16.62
Laboratory Technician with License	\$16.60	\$17.27	\$17.57
Crew Leader (Waste Water Collections)	\$18.38	\$19.09	\$19.39
First Class Main/Waste Water Treatment Plant	\$15.13	\$15.77	\$16.07
Waste Water Collection Maintenance	\$15.37	\$16.02	\$16.32
Water Supply Treatment Operator III	\$17.10	\$17.78	\$18.08
Waste Water Treatment Operator III	\$17.10	\$17.78	\$18.08