



07-13-16
16-CON-04-0410
0410-04
K34592

AGREEMENT

BETWEEN

THE CITY OF EAST LIVERPOOL, OHIO

AND

THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 677

CASE NO. 2007-MED-02-
0148

Effective April 1, 2016
Through March 31, 2019

ARTICLE 1	DATE AND PARTIES TO AGREEMENT	2
ARTICLE 2	PURPOSE	2
ARTICLE 3	INTENT	3
ARTICLE 4	REPRESENTATIVE	3
ARTICLE 5	BARGAINING UNIT	3
ARTICLE 6	MAINTENANCE OF MEMBERSHIP	4
ARTICLE 7	FAIR SHARE FEE	4
ARTICLE 8	MANAGEMENT RIGHTS.....	5
ARTICLE 9	NO STRIKE/NO LOCKOUT	6
ARTICLE 10	SENIORITY	6
ARTICLE 11	WAGES	7
ARTICLE 12	WORKDAY AND WORK WEEK.....	7
ARTICLE 13	OVERTIME PAY.....	8
ARTICLE 14	OVERTIME WORK.....	9
ARTICLE 15	EQUALIZATION OF OVERTIME.....	9
ARTICLE 16	TEMPORARY PAY RATE	9
ARTICLE 17	LAYOFFS.....	10
ARTICLE 18	RECALL FROM LAYOFF.....	11
ARTICLE 19	SICK LEAVE.....	11
ARTICLE 20	ACCUMULATED SICK LEAVE	11
ARTICLE 21	VACATIONS	12
ARTICLE 22	HOLIDAYS	13 14
ARTICLE 23	MEAL TICKET ALLOWANCE FOR CONTINUOUS OVERTIME WORK.....	14
ARTICLE 24	PROVISION OF FOUL WEATHER GEAR.....	14
ARTICLE 25	NO DEFINED COFFEE BREAKS.....	15 16
ARTICLE 26	IDENTIFICATION OF METER READERS AND INSPECTORS	15 16
ARTICLE 27	WORK SCHEDULES	15 16
ARTICLE 28	DISCIPLINE AND DISCHARGE	16
ARTICLE 29	GRIEVANCE AND ARBITRATION PROCEDURE	16
ARTICLE 30	HOSPITALIZATION/HEALTH CARE	17
ARTICLE 31	AFSCME HEALTH AND WELFARE PLAN.....	18 19
ARTICLE 32	SUNDAY AS PREMIUM PAID DAY	18 19
ARTICLE 33	SHIFT DIFFERENTIAL	18 20
ARTICLE 34	JURY DUTY	19 20
ARTICLE 35	BEREAVEMENT LEAVE/PERSONAL ABSENCES	19 20
ARTICLE 36	LONGEVITY PAY	19 21
ARTICLE 37	CALL OUT/OVERTIME	20 21

ARTICLE 38	TRANSPORTATION FOR WATER DEPARTMENT METER READERS.....	<u>2122</u>
ARTICLE 39	PARKING FOR CITY EMPLOYEES.....	<u>2122</u>
ARTICLE 40	HEALTH AND SAFETY ADVISORY COMMITTEE	<u>2122</u>
ARTICLE 41	MISCELLANEOUS PROVISIONS	<u>2122</u>
ARTICLE 42	NON-DISCRIMINATION	<u>2324</u>
ARTICLE 43	UNION REPRESENTATION	<u>2425</u>
ARTICLE 44	JOB VACANCIES - PROMOTIONS	<u>2426</u>
ARTICLE 45	DEFINITIONS	<u>2527</u>
ARTICLE 46	SENIORITY LIST.....	<u>2627</u>
ARTICLE 47	PARENTAL LEAVE AND FAMILY EMERGENCY LEAVE.....	<u>2627</u>
ARTICLE 48	JOB DESCRIPTIONS.....	<u>2628</u>
ARTICLE 49	NO CONTRACTING OUT.....	<u>2728</u>
ARTICLE 50	JOB CLASSIFICATIONS	<u>2728</u>
ARTICLE 51	FORMER AGREEMENTS NOTIFICATION TO UNION.....	<u>2728</u>
ARTICLE 52	DURATION	<u>2729</u>
ARTICLE 53	ENTIRE AGREEMENT	<u>2729</u>
ARTICLE 54	LICENSES	<u>2829</u>
ARTICLE 55	UNION LEAVE TIME/TRAINING	<u>2930</u>
ARTICLE 56	COMMERCIAL DRIVER'S LICENSE	<u>2930</u>
APPENDIX A	DUES DEDUCTION CARD	<u>3132</u>
APPENDIX B	BARGAINING UNIT CLASSIFICATIONS.....	<u>3233</u>
APPENDIX C	WAGE SCALE.....	<u>3334</u>
APPENDIX D	WAGE SCALE.....	<u>3537</u>
	SIDE LETTER OF AGREEMENT - LONGEVITY	<u>4042</u>
	SIGNATURE PAGE.....	<u>4143</u>
	MEMORANDUM OF UNDERSTANDING - UNIFORMS.....	<u>ERROR! BOOKMARK NOT DEFINED.44</u>

ARTICLE 1 DATE AND PARTIES TO AGREEMENT

This agreement is entered into and executed by and between the City of East Liverpool, Ohio, hereinafter referred to as "City," and Local 677, American Federation of State, County, and Municipal Employees (AFSCME), and Ohio Council 8, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2 PURPOSE

The purpose of this agreement is the promotion of harmonious relations between the City, employees, and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 3 INTENT

It is the intent of the parties hereto to set forth the basis understanding, which understanding includes fringe benefits, working conditions, wages, salary, hours of work, standards of employment to be observed between the parties hereto, and the specific definition of the bargaining unit, and to provide a procedure for prompt and equitable adjustment of alleged grievances to the end that there shall be no interruptions or work stoppages or strikes, or other interferences with service during the term of this agreement.

ARTICLE 4 REPRESENTATIVE

The City recognizes the Union as the sole and exclusive representative of the below-defined bargaining unit for the purpose of negotiations and collective bargaining.

ARTICLE 5 BARGAINING UNIT

Section 1. The bargaining unit shall consist of those non-supervisory and non-managerial employees employed by the City in the City Sanitary Sewer Department, Water Works Department, Street Department Refuse and Recycling Department, Service Department, and Clerical employees in any of the above City departments.

Section 2. For purposes of the above provision, "clerical employees" shall be defined as employees who are not officials' secretaries, but whose primary duties involve secretarial, typing, or receptionist responsibilities, and who in the usual course of performing their duties, do not have direct access to official confidential information concerning administrative, financial, personnel, or legal matters of the City which may be used by the City in collective bargaining.

Section 3. For the purpose of the above general provision, "part-time employees" shall be defined as employees other than casual or seasonal employees who have worked on the average less than twenty-eight (28) hours per week during the immediate past calendar year.

Section 4. For the purpose of the above general provision, "probationary employees" are employees with the above City departments who have been employed by the City less than one hundred twenty (120) calendar days in any or more than one (1) of the above departments or offices. New employees hired in the bargaining unit shall be considered as probationary employees for the first one "hundred twenty (120) calendar days of their employment. The one hundred twenty (120) calendar day probationary period shall be accumulated within not more than one (1) year. When an employee has finished the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.

Employees who are promoted to a higher level position in the bargaining unit shall be considered as probationary.

Employees who miss five (5) or more consecutive work days during their one hundred and twenty (120) day probationary period shall have their probationary period extended by an amount equal to the number of said missed work days.

Section 5. Superintendents, assistant superintendents, and foremen in any of the above departments or offices are "supervisory" or "managerial" employees excluded from the above bargaining unit.

Section 6. Elected officials, officials, and secretaries in any of the above departments or offices are excluded from the bargaining unit.

Section 7. No employee heretofore included in the bargaining unit, but now excluded from said unit under the provisions of this agreement, shall be deprived of any accumulated sick leave accumulated prior to such exclusion, unless otherwise mandated by law.

ARTICLE 6 MAINTENANCE OF MEMBERSHIP

Section 1. The City will respect individual written authorization by employees to deduct from their wages or salaries such amounts as they have agreed to as regular Union dues and transmit such sums to the treasurer of Local Union 677. Likewise, the City will respect individual written requests for withdrawals from payroll deduction of Union dues upon written requests from individual employees of Local Union 677.

Section 2. The Union shall furnish printed cards (attached) for authorization of payroll deductions and withdrawals. These cards will be maintained in the Union office and furnished to the employee at his request. The authorization for deduction of Union dues shall be effective at the next regular pay of the employee, but not within five (5) days of the date authorizing such deduction. The withdrawal of authorization of deduction of Union dues shall be effective until the expiration of thirty (30) days, and the financial officer of the City shall notify the elected treasurer of Local 677 of the withdrawal within one (1) week of its authorization by the employee. The financial officer of the City shall provide the Union with a master list of Union employees having dues checked off, and shall thereafter inform the Union treasurer of any changes to such list as they occur.

ARTICLE 7 FAIR SHARE FEE

Section 1. All present employees within the bargaining unit who are members of the Union shall remain members of the Union. All present employees in the bargaining unit who are non-members may remain non-members. Effective with the date of the signing of this agreement, all employees in the bargaining unit who are not members in good standing within sixty (60) days from the date of hire shall pay a fair share fee to the Union subject to all requirements and stipulations of ORC 4117.09 as a condition of employment. The fair share fee amount shall be certified to the Employer by the treasurer of Union Local 677. 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. A separate listing of all names of employees who are being assessed a fair share fee shall be furnished to the treasurer of Local 677. Payment of fair share fees to the Union shall be made similarly to the regular dues deductions as provided in Article 6. The Employer shall notify each new employee at the time of hire of his or her right to join the Union or not to join the Union as he or she so desires. Each employee will be notified of his or her obligation, as a condition of employment, to payment of fair share fee as described in ORC 4117.09.

Section 2. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and the

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

ARTICLE 8 MANAGEMENT RIGHTS

Section 1. The Union recognizes and acknowledges and agrees to the right and authority of the City to manage its affairs and operations. To that end, certain powers are reserved for exclusive exercise by the City, including but not limited to the following:

A. Basic Policy Decision

1. The amount, level, and types of taxes and assessments levied on the citizens of East Liverpool, Ohio.
2. The amount and content of appropriation and the annual budget
3. The relative weighing in terms of money and manpower allocated to anyone (1) department in relation to any other department or group of departments.
4. The type and scope of services to be provided by the City to the residents of East Liverpool, Ohio.
5. The financial, budgetary, appropriation, and accounting policies and procedures of the City.
6. The organizational structure and format of the City, including the number, type, size, and inter-relationships of all departments, boards, and bureaus.
7. The relative allocations within any budgetary unit of amounts of money appropriated for personnel as related to other operating and capital improvement or maintenance costs.

Section 2. It is further recognized, acknowledged, and agreed by the Union that the elected and appointed officials shall have the right and responsibility to enforce and observe the laws of the State of Ohio, the ordinances of the City of East Liverpool, Ohio, and the constitution and laws of the United States, and that such laws shall not be abridged by the Union or members of the Union.

Section 3. The City further reserves to itself the following policy-making authority which directly affects the employees:

- A. The authority to control the processes of recruitment and selection of employees as governed by state and federal statutes concerning equal employment opportunity.
- B. The authority to establish the size of the work force and the specific employees necessary to provide the quality and nature of the various services of the City.
- C. The authority to formulate, evaluates, review, implement, and manage all City policies and procedures.
- D. The authority to designate the duties to be included in any job description or classification.
- E. The authority to review and evaluate employee work performance.
- F. The authority to establish departmental rules, regulations, and procedures.

Section 4. In order to assure a reasonable level of control over departmental operations, the City Administration, managerial departmental heads shall be exclusively and specifically empowered to lawfully do the following:

- A. Determine work methods.
- B. Select and purchase equipment.
- C. Schedule work assignments.
- D. Determine hours to be worked.
- E. Initiate and promote and transfer.
- F. With just cause, suspend, demote, discharge, terminate, and otherwise discipline.
- G. Determine shift operation and rotation of shifts.
- H. Layoff employees due to lack of funds or for conditions which arise that are beyond the control of the City, or when continuation of work would be wasteful, inefficient, or unproductive.
- I. Determine the amount of overtime to be worked, whether overtime shall be required, and to schedule such work in the manner which is most advantageous to the City.
- J. Require employees to work overtime.
- K. Establish Light Duty work for members not able to perform regularly scheduled duties due to a work related injury.
- L. Take any action during an emergency which is necessary to assure proper functioning of the department, board, or work unit.
- M. Discontinue any City service or operation permitted by law.
- N. Obtain any City service or operation presently provided, by subcontract or contract, as permitted by law. It is understood that the existence and exercise of the aforesaid management rights of the City are subject to the provisions of this agreement.

ARTICLE 9 NO STRIKE/NO LOCKOUT

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

ARTICLE 10 SENIORITY

Section 1. Bargaining unit seniority shall be an employee's uninterrupted length of continuous service with the (1) City, (2) department, (3) unit, or (4) job classification, depending on the question involved. An employee shall have no seniority for the probationary period, but completion of the probationary period shall result in seniority commencing retroactively to the date of hire.

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

Section 3. There shall be two (2) types of seniority within the bargaining unit:

- A. "City-wide seniority," which seniority is the total cumulative service with the City; and
- B. "Department seniority," which seniority is the total length of service an employee has been employed in the department. For the purpose of vacations, holidays, paid sick leave, promotions, job bidding, and layoffs (bumping), seniority shall apply as

provided herein, subject to the provisions of this agreement, and except under extreme emergencies.

Section 4. An employee may accumulate seniority in only one (1) department at a time. When an employee promotes from one (1) classification to another classification, he shall be placed at the bottom of the seniority list in that classification to which he has been transferred.

Section 5. Seniority shall be broken (or terminated) when an employee (a) quits or resigns, (b) is discharged for just cause, or (c) is laid off for a period of time equal to the amount of City-wide seniority the employee had on the date of his layoff.

Section 6. "Department seniority" shall generally mean seniority in a classification within a "department" and shall be used for preference of vacation periods, days off, shift assignments, filling vacancies within a "department," work assignments, and temporary promotions, subject to the provisions of this agreement. The term "department seniority" shall specifically be defined as the continuous length of service in a classification within a "department" as determined from the date of an appointment to a specific classification. The term "department" shall specifically be defined as Service Department, Incinerator Department, Street Department, Sewer Revenue Department, and Water Department.

Section 7. Temporary promotions shall be made from among the employees in the next lower pay range provided; however, the employee must have the ability to perform the duties entailed in such assignment.

Section 8. In the event two (2) or more employees have the same "department seniority," then in such event, the total "City-wide seniority" shall prevail.

Section 9. For the purposes of transfers outside the department, the employees selected shall be the employee(s) who has the longest seniority if the assignment is voluntary, or the employees with the shortest seniority if the assignment is involuntary.

Section 10. If an employee transfers or bids out of the bargaining unit, he will lose his seniority in the bargaining unit.

ARTICLE 11 WAGES

Section 1. Each employee, hired on or before December 31, 2011, for the term of this agreement, shall receive as his base wage the applicable rate of pay contained in Appendix C. 2016 increase of 2% is reflected in appendix C.

Each employee, hired on or after January 1, 2012, for the term of this agreement, shall receive as his base wage the applicable rate of pay contained in Appendix D. 2016 increase of 2% is reflected in appendix D.

Section 2. April 1, 2017 1% increase, and April 1, 2018 1% increase. The City of East Liverpool and the Union agree to re-open negotiations for the express purpose of negotiating wages only for calendar years 2017 and 2018 if income tax collections are 25% greater than the prior year, in accordance with O.R.C. 4117.

ARTICLE 12 WORKDAY AND WORK WEEK

Section 1. The normal schedule of working hours shall be eight (8) consecutive hours per day exclusive of a one-half (1/2) hour unpaid lunch period. The lunch break shall be scheduled as close to the middle of the shift as possible. The normal work week shall consist of five (5) consecutive days of work, excluding those employees currently working the swing shift.

Section 2. If there is any change in the normal work day work week, or starting and/or quitting times, the Union shall be notified at least two (2) weeks prior to the effective date of such change.

Section 3. All employees in the job classifications covered by this agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in one (1) week. The work week shall be defined as commencing Sunday through the following Saturday.

Section 4. All employees in the job classifications covered by this agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of eight (8) hours in a day.

Section 5. Time paid as holiday hours shall be counted as hours worked for the purposes of computing overtime.

Section 6. If an employee works on any holiday provided herein, the employee shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay in addition to the eight (8) hours holiday pay for each full holiday.

Section 7. Compensatory Time.

- A. An employee may elect to take overtime in the form of pay or compensatory time off: The election for pay or compensatory time made at the time the overtime is worked and compensatory time may not exceed one hundred sixty (160) hours at any one time. Once an employee elects compensatory time, the employee must utilize the compensatory time as time off and shall not have the option to "cash in" the time for pay except upon separation from employment. Additionally, the Employer may offer voluntary overtime as compensatory time provided notice is given prior to the overtime being worked.
- B. All requests for compensatory time off must be approved in advance and are subject to operational needs and staffing needs as determined by the department head and/or the Director of Service and Safety. Requests for compensatory time must be submitted at least seven (7) calendar days in advance. The time limit may be waived in case of emergency at the discretion of the Employer.
- C. The department head/Director of Service and Safety retains the authority to direct employees to utilize compensatory time as may be deemed appropriate and when an employee's bank reaches ninety-six (96) hours.

ARTICLE 13 OVERTIME PAY

An employee shall receive one and one-half (1 1/2) times his/her base hourly rate for each hour or fraction thereof which he/she works in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of forty (40) hours in a seven (7) day period. For purposes of this provision, an official City holiday shall be considered as a day worked, if not actually worked, when an employee works an extra (sixth [6th]) day, or portion thereof, within the applicable work week.

ARTICLE 14 OVERTIME WORK

Section 1. The City shall be sole judge of the necessity for overtime work. The City shall endeavor, insofar as it may be reasonably practicable, to make an equitable distribution of scheduled overtime within a job classification within the same shift. For the purpose of this article, scheduled overtime means overtime which is assigned twenty-four (24) hours or more prior to the commencement of the overtime work. Non-scheduled overtime means overtime which is assigned less than twenty-four (24) hours prior to the commencement of the overtime work.

Section 2. Employees shall be required to work non-scheduled overtime when requested by the City.

Section 3. Overtime work will be offered to qualified full-time employees within a job classification and within a shift. Employees may refuse scheduled overtime. If a sufficient number of employees do not voluntarily accept, the City shall assign the scheduled overtime to qualified employees within the classifications involved in the inverse order of their classification seniority, and the employees shall be required to work.

ARTICLE 15 EQUALIZATION OF OVERTIME

Section 1. The City shall make reasonable efforts to generally equalize all overtime among employees within the same classification within the same department.

Section 2. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

Section 3. A record of all overtime hours worked by each employee shall be recorded on a list by the superintendent or head of the respective department and it shall be made available for review by the shop steward on a monthly basis.

Section 4. There shall be no pyramiding of overtime.

ARTICLE 16 TEMPORARY PAY RATE

An employee shall be paid under the pay range of the job which he is called upon to perform for each hour or part thereof of such assignment even though such assignment is of a temporary nature, provided that such temporary job assignment is worked by the employee for at least two (2) hours. However, if an employee is required to fill a position temporarily for at least two (2) hours which bears a lesser pay scale than his own, the employee shall be

paid his regular rate of pay. The "higher rate" application of this provision shall apply only after an employee has worked on a higher rated job, and such "higher rate" temporary assignment shall be given, if voluntary, to the most senior, qualified employee within the respective department, and if such assignment is involuntary, shall be assigned by the department head to the least senior employee.

ARTICLE 17 LAYOFFS

Section 1. When the City determines that a reduction in the work force is necessary due to lack of funds or lack of work, employees shall be laid off in the following order within a classification:

- A. Part-time, temporary intermittent and seasonal employees;
- B. Full-time employees who have not completed their probationary period;
- C. Full-time employees who have completed their probationary period.

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

Section 3. In the event an employee is unable to "bump" a lesser seniority employee in an equal or lower-rated classification in the same department, the employee shall be able to exercise his seniority to bump the least senior employee in an equal or lower-rated classification in another department provided the employee is presently qualified to perform the essential functions of such classification/position without further training. Employees who bump into another position shall be given a two (2) week trial period to determine if they can perform the essential functions of the position.

Section 4. Any employee who is bumped out of the classification shall have the same right to exercise his seniority in the above-prescribed procedure. For the purposes of this agreement, a job abolishment shall be construed as a Layoff.

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

Section 6. In the event employees have the same City-wide seniority date, a flip of the coin shall determine who has greater seniority.

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

Section 8. All regular full-time employees shall be given a minimum of ten (10) working days advance notice of layoff or job abolishment, indicating the circumstances which make the layoff necessary.

Section 9. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation. Such payment shall be made as soon as possible after the request is made.

Section 10. A lay off employee shall continue to accumulate seniority as established in this agreement.

Section 11. For the purpose of layoff only, the classification of Laborer will be considered equally rated with the Assistant Maintenance classification.

Section 12. An employee who is laid off will, at the time he is notified of such layoff, indicate his desire to "bump" or to waive his "bumping rights." If notification is by mail, upon receipt of such notification, the employee shall have one (1) working day to notify the City of his intent to bump.

ARTICLE 18 RECALL FROM LAYOFF

Section 1. The City shall recall employees from layoff by classification. Recalls from layoff shall be made in the reverse order of the layoff, provided that the employee recalled has the ability to perform satisfactorily the duties of the job for which he is recalled. Employees transferred to other positions as a result of layoff shall have a right to return to their former position. Employees being recalled shall be notified to report to work by notice from the City sent by mail to the employee's address which he has given to the City for such purpose. A laid off employee shall have five (5) working days from the date of receipt of such notice to report to work. The employee shall be responsible for keeping the City informed of his current address. Employees shall be recalled from layoff to their classification or be returned to their former classification (if they have bumped) ahead of a job posting or hiring for that classification.

Section 2. No new employees shall be hired into a job classification until all employees on layoff status from that job classification or employees in other job classifications who were laid off from that classification have been recalled or are offered recall.

ARTICLE 19 SICK LEAVE

The current practice of sick-leave accumulation, sick leave cash out, and sick leave conversion shall remain the same.

ARTICLE 20 ACCUMULATED SICK LEAVE

Section 1. Employees currently employed by the City in the bargaining unit shall be entitled to accumulate not more than seventy-five (75) days of sick leave. Having accumulated sixty (60) days of sick leave, he shall be paid on the last regular pay day of December of the calendar year for each hour of unused sick leave in excess of four hundred eighty (480) hours of unused sick leave, at the rate of his regular hourly wage for each hour of unused sick leave.

Section 2. Each employee whose date of employment is after October 16, 1984, shall accumulate sick leave days and be paid for sick leave days in the same manner as provided in Section 1, provided that all employees hired after October 16, 1984, shall be paid forty percent (40%) of the sick days accumulated at the date of retirement.

Section 3. At the discretion of the Board of Public Utilities or the Director of Public Service-

Safety, the City may require that any absence due to illness of three (3) days or longer shall be substantiated with a physician's certificate. The Board of Public Utilities or the Director of Public Service-Safety may also require a physician's certificate to substantiate a one (1) day absence due to illness occurring repeatedly on a Monday or Friday. Before requiring the employee to produce said physician's certificate for a one (1) day absence, the City shall notify the employee's Union representative. This requirement shall not be unreasonably applied.

Section 4. This provision shall not be construed to affect the existing accumulated sick leave of any employee in excess of said four hundred eighty (480) hours accumulated prior to April 1, 1980. In accordance with the same, the City shall pay said employee at the end of the calendar year pursuant to the above-stated provision.

Section 5. Upon retirement, or termination by death, the employee or his representative shall receive payment for the unpaid accumulated sick leave existing at the time of said retirement or death, to a maximum of seventy-five (75) days.

ARTICLE 21 VACATIONS

Section 1. Employees become eligible for vacations with pay after completion of one (1) year of continuous service.

Section 2. All vacations must be taken by December 31st of the particular year, with supervisory approval that adequate personnel are available to operate City functions.

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

Section 4. Vacation pay shall be based only upon a regular forty (40) hour work week. Nevertheless, on the last pay day in December of each calendar year, the City shall pay a bonus to each employee equivalent to a single eight (8) hour work day for each week of vacation to which such employee was entitled to take during such calendar year.

Employees hired after April 1, 1980, shall only be paid vacation pay on the basis of their regular forty (40) hour work week. No employee hired after the effective date of this agreement shall be entitled to the above-stated year-end bonus.

Section 5. Vacation time shall be accrued in the following manner and amounts commencing with the calendar date of initial employment:

For employees hired on or before December 31, 2011:

Service

At least one (1) but less than five (5) years
At least five (5) but less than ten (10) years
At least ten (10) but less than fifteen (15) years
At least fifteen (15) but less than twenty (20) years
At least twenty (20) but less than twenty-five (25) years

Vacation

Two (2) Weeks
Three (3) Weeks
Four (4) Weeks
Five (5) Weeks
Six (6) Weeks*

Twenty-five (25) years

Seven (7) Weeks**

* This provision applies only to those bargaining unit employees hired on or before July, 2007.

* * This provision applies only to those bargaining unit employees hired on or before May 1, 2004.

For employees hired on or after January 1, 2012:

Service

After one (1) year of service
After two (2) years of service
After five (5) years of service
After ten (10) years of service
After fifteen (15) years of service

Vacation

One (1) Week
Two (2) Weeks
Three (3) Weeks
Four (4) Weeks
Five (5) Weeks

Section 6. In the event that an employee terminates his employment with the City by voluntary termination, retirement, or death, as part of his final pay, he shall not be entitled to receive vacation pay earned during the present calendar year of employment unless he has completed at least fifteen (15) years of continuous service with the City, in which case he will receive vacation pay earned during the preceding year and not previously taken. However, the vacation allowance for the year of termination shall not be used in computing the months of completed service in that year.

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

Section 8. In the event that any scheduled vacation includes the official holidays of the City, as herein designated, an extra day would not be added to the employee's vacation week; for that vacation week, the employee would be charged five (5) days of accrued vacation and be paid forty-eight (48) hours pay (eight [8] hours for each vacation day plus eight [8] hours for each full holiday).

Section 9. All vacations must be taken by December 31 of the particular year, with supervision's approval that adequate personnel are available to operate City functions.

Section 10. An employee may take up to ten (10) days of accrued vacation in one (1) day increments once he/she has earned up to three (3) weeks of vacation per year. However, the department head and employee may mutually agree to waive the three (3) weeks of accrued vacation eligibility requirement to take vacation in one (1) day increments. Employees who request use of single vacation days at least two (2) weeks prior to the date the employee wishes to be off work shall not be denied, except for important operational needs and/or staffing levels of the department. Requests less than two (2) weeks prior to the date the employee wishes to be off work shall be at the discretion of the department head.

ARTICLE 22 HOLIDAYS

Section 1. For the purpose of this agreement, the official holidays for the City shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor

Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 2. Employees who have been employed by the City ninety (90) calendar days immediately preceding said holiday shall receive, as holiday pay, his/her normal wages based upon an eight (8) hour work day.

Section 3. If it is determined that an employee must work on any of the aforementioned holidays, and said employee has been employed by the City ninety (90) calendar days immediately preceding said holiday, said employee shall receive, in addition to his normal wages based upon an eight (8) hour work day, additional wages for all hours worked on said holiday, at the rate of one and one-half (1 1/2) times his regular hourly rate.

Section 4. In order to receive holiday pay, an employee shall work the scheduled day before and the scheduled day after the holiday, unless an absence is verified by acceptable medical documentation.

Section 5. The necessity for employment, and which employees shall work on the aforementioned holidays, shall otherwise be in accordance with this agreement as it pertains to seniority and emergency situations.

ARTICLE 23 MEAL TICKET ALLOWANCE FOR CONTINUOUS OVERTIME WORK

Section 1. Any employee of the Service, Incinerator, Street, Water Works, and Sewer Departments, who is required to work ten (10) consecutive hours, shall receive meal tickets, with the meal ticket having a value of eight dollars (\$8.00). For each and every consecutive and continuous six (6) hours of work thereafter, said employee shall be entitled to receive an additional eight dollars (\$8.00) meal ticket.

Section 2. A slip entitling the employee to a meal ticket will be issued by the superintendent of the employee's department, or the employee's immediate supervisor and the employee will present the meal ticket to the City Auditor. Reimbursement will be made to the employee at the employee's next regular pay. The City shall provide the official meal ticket slips.

ARTICLE 24 PROVISION OF FOUL WEATHER GEAR

Section 1. The City will provide all necessary protective clothing and equipment, such as "rain gear" and gloves, and the City will keep such protective clothing and equipment in good repair. This equipment will be provided in October and March of each year. Before a new pair of gloves is issued, the employee will turn in the used pair of gloves.

Section 2.

Refuse and Recycling Department
Street Department

Water Department
Water Department

Sewer Department

Sewer Department

The provision of foul weather gear may be by voucher system, reimbursement, or distribution as determined by the City.

The above foul weather gear coats shall be of such bright color as to be appropriate to increase the safety of the employees working in traffic conditions. The above foul weather gear shall remain in the custody of the respective department when not used. The employee must check in and out the above foul weather gear on a daily basis. The City shall provide new foul weather gear upon the return by the employee of any unsuitable or unusable equipment or clothing, provided the unsuitability or unusability is not a result of neglect or abuse by the employee. Any lost items shall be replaced by the applicable employee. Employees in the Water and Sewer Departments shall receive one (1) set of foul weather gear each six (6) months.

Section 3.

A. All employees in the bargaining unit, excluding Meter Department employees, will receive a clothing/boot allowance five hundred dollars (\$500.00) per year. This clothing/boot allowance shall be payable during the month of January of each year.

B. Meter Department employees shall be provided uniforms in January of each year as has been done in the past. In the event a Meter Department employee changes classifications to a job which is provided an annual clothing allowance, the affected employee will receive a prorated portion of the annual clothing allowance based upon the number of full months remaining within the calendar year. The pro-rated clothing allowance shall be computed based upon fifteen dollars (\$41.50) per remaining month. The applicable payment shall be made in a lump sum.

ARTICLE 25 NO DEFINED COFFEE BREAKS

There shall be no defined schedule of coffee breaks, but such breaks shall be permitted by departmental regulations and/or supervisory discretion, and shall be for a fifteen (15) minute period. These periods shall not exceed more than two (2) in any work day.

ARTICLE 26 IDENTIFICATION OF METER READERS AND INSPECTORS

Employees who are meter readers and/or inspectors must wear their uniform and identification badge provided by the City when entering homes. The appropriate uniform and identification badge shall be provided by the City to said meter readers and inspectors.

ARTICLE 27 WORK SCHEDULES

For employees who work shifts, schedules of the employees' work week shall be posted in their respective departments or offices no later than Thursday noon for the following normal work week.

ARTICLE 28 DISCIPLINE AND DISCHARGE

The City retains the right to discipline and/or discharge employees for just cause and also the right to adopt and enforce reasonable work rules, and once adopted, to revise any and all of such rules, provided that in the exercise of those rights, the City will not act in violation of the express terms set forth in this agreement. Employee complaints concerning suspension and discharge shall be processed promptly as provided by the procedures contained in Article 29. Policy grievances affecting all or a group of employees may be presented initially by the Union at Step 2 of the grievance procedure. All records of disciplinary actions shall cease to have force and effect and will be removed from the employee's file two (2) years after the effective date of the disciplinary action.

ARTICLE 29 GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, not amenable to appeal by the employee to the East Liverpool Civil Service Commission, including the application, meaning, or interpretation of this agreement shall be processed and settled in the following manner.

Step 1. The Union steward, with or without the consent of the aggrieved employee, may take up a grievance or dispute with the employee's superintendent or department head within ten (10) days of the date of the grievous act or practice. The grievance or dispute, within ten (10) days from its occurrence, shall be reduced to writing, signed by the employee or steward, and dated. The superintendent or department head shall exert every effort to settle the grievance or dispute upon timely receipt of said written grievance report, and shall respond, in writing, to the steward within seven (7) working days from the receipt of said written grievance. If the superintendent or department head fails to respond to the written grievance within seven (7) working days from his receipt thereof, said grievance or dispute shall be presumed to be resolved in favor of the aggrieved employee.

Step 2. If the grievance or dispute has not been settled to the satisfaction of the aggrieved employee, it shall be presented in writing to the Director of Public Service-Safety within seven (7) working days after receipt of the superintendent or department head's response. The written grievance shall be dated and signed by the aggrieved employee and his Union representative. The Director of Public Service-Safety shall meet with the Union representative within five (5) working days from the timely receipt of the grievance, and shall file his written response to the Union representative within seven (7) working days after his meeting with the Union representative.

Step 3. If the aggrieved employee or his Union representative is not satisfied with the decision of the Director of Public Service-Safety, said employee or his Union representative shall present the written grievance, dated and signed by the employee or his Union representative, to the Mayor within seven (7) working days from the receipt of the Director's response. The Mayor shall meet with the Union representative within fourteen (14) days from his timely receipt of the employee's written grievance. The Mayor's written response shall be given to the Union representative within five (5) working days after said meeting. The Mayor shall have the power to affirm, reverse, or modify the ruling of the Director of Public Service-Safety.

It shall be a violation of this agreement for the City to fail to timely respond to grievances. A grievance not timely answered by the City shall be considered denied and may be appealed to the next step of the grievance procedure.

Step 4. Within thirty (30) days from the date of the decision of the Mayor, the aggrieved employee or his Union representative may file a request for arbitration proceedings to be conducted by the American Arbitration Association. Such arbitration shall be governed by the rules and regulations of the American Arbitration Association, and both parties shall be bound by the decision thereby rendered.

The arbitration panel shall have the authority to recommend to the City Council such legislation as the panel deemed necessary or appropriate to carry out the terms of its decision or award. The costs of such arbitration proceedings shall be shared equally between the parties. A grievance may be withdrawn by the Union at any step of the grievance and arbitration procedure.

Notwithstanding the above, the parties may mutually agree to submit a grievance to grievance mediation prior to proceeding to arbitration. Such mutual agreement must be reduced to writing within the fourteen (14) calendar day period following the submission of the matter to arbitration. The parties may mutually agree to the selection of a mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). Grievance mediation shall be advisory only.

ARTICLE 30 HOSPITALIZATION/HEALTH CARE

Section 1

- A. The Employer will continue to make available to full-time bargaining unit employees basic hospitalization and major medical coverage. The Employer reserves the right to select carriers/providers and/or to otherwise determine the manner in which coverage is to be provided. Employees may elect single or family coverage. The city will offer (bronze plan) and will continue to make available a higher level (buy-up) plan.

Cost containment programs which seriously reduce benefit levels, and for which a benefit level is not improved in any other area, unless such reduction is necessitated by reasons of market availability (unavailability), shall require the mutual agreement of the Employer and the Union.

Section 2. An employee may elect single or family coverage consistent with any eligibility requirements set forth under the terms and conditions of the plan.

Section 3.

- A. The Employer shall contribute up to maximum base amount, per employee, per month, towards the total cost of coverage as follows:

Type of Coverage	Maximum Base Monthly Employer Contribution
Single	\$196.25
Family	\$561.25

- B. The above amounts reflect a reduction of the Employer Contribution to the AFSCME Care Plan.
- C. Should the cost exceed the maximum amounts set forth in subsection A above, the participating employee shall be required to contribute one hundred percent (100%) of the amount in excess of such maximum, for the next one hundred dollars (\$100.00) of excess cost, in order to continue participation.
Should the cost of coverage exceed the amounts set forth in subsections A and C herein, any such costs shall be split equally between the Employer and the participating employee.

Section 4. Employee contributions will be capped at a maximum rate of \$577 per month

Section 5. Within six (6) months of the execution of this agreement, the City will convene a Health and Medical Insurance Committee comprised of one (1) representative from each of the City bargaining units and one (1) management representative. The purpose of this Committee shall be to immediately review the cost utilization and benefit levels of the existing health insurance program and to make recommendations to the City administration relative to cost containment provisions. The Committee should then review other alternative insurance plans for the purpose of finding plans which are more cost effective than the existing plan. The City and Union agree to cooperate to the fullest extent for the purpose of making plan changes where appropriate for the purpose of reducing the City's health care costs. Cost containment measures recommended by the Committee and adopted by the City shall not require the mutual agreement set forth in Section 1 herein.

ARTICLE 31 AFSCME HEALTH AND WELFARE PLAN

The City shall pay at a rate of sixty-nine dollars (\$69.00) per employee per month to the Ohio AFSCME Care Plan for the following health care benefits:

- A. Vision care level 2;
- B. Drug purchases
- C. Life insurance
- D. Hearing aid
- E. Dental care Level 2

ARTICLE 32 SUNDAY AS PREMIUM PAID DAY

Sunday shall be a "premium paid day," for which, if worked, an employee shall receive overtime pay, regardless of if it's a day in his/her scheduled work week.

ARTICLE 33 SHIFT DIFFERENTIAL

Section 1. Employees working the second shift (starting after 1:00 p.m.) shall receive an additional thirty-five cents (\$.40) per hour for all hours worked.

Section 2. Employees working the third shift (starting after 8:00 p.m.) shall receive an additional forty cents (\$.45) per hour for all hours worked.

Section 3. All hours worked on the first shift in excess of eight (8) hours in a day will include shift differential if applicable.

Section 4. Employees shall have the ability to trade shifts, at no additional cost to the City, with at least twenty-four (24) hour advance notice, so long as no operational problems would occur.

ARTICLE 34 JURY DUTY

Employees who are called to jury service shall receive their regular pay less any compensation received for said jury trial.

ARTICLE 35 BEREAVEMENT LEAVE/PERSONAL ABSENCES

Section 1. Bereavement Leave. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay, but not more than a total of five (5) working days. Immediate family, as pertaining to this provision, shall be defined as: parent, child, spouse, sibling, legal guardian, or other person who stands in place of a parent. Not more than three (3) bereavement day may be used in the event of a death of a grandparent, grandchild, parent-in-law, brother/sister-in-law, daughter/son-in-law or stepparent, stepchild where the deceased had lived with the employee in a family relationship.

Section 2. Personal Absence. All herein above enumerated employees, with the approval of said employee's immediate supervisor, shall be to the following personal absences, which shall not be deductible from their sick leave:

For employees hired on or before December 31, 2011, four (4) days of personal absence, per year, shall be granted to an employee at the rate of eight (8) hours times his base hourly rate, per diem. For employees hired on or after January 1, 2012, two (2) days of personal absence, per year, shall be granted to an employee at the rate of eight (8) hours times his base hourly rate, per diem. If an employee fails to use any or all of his personal days before December 1, in any calendar year, said employee shall forfeit his unused personal days without compensation for that calendar year.

Employees must request approval for personal days twenty-four (24) hours in advance of the requested day(s) off. Said personal day(s) are still subject to approval by the employee's supervisor; however, approval will not be granted unless the personal day(s) are requested twenty-four (24) hours prior to the start of the personal day.

ARTICLE 36 LONGEVITY PAY

Section 1. Effective in January 1997, employees, hired on or before December 31, 2011, shall be eligible for longevity pay, based upon full-time years of service, in accordance with the following schedule:

- | | |
|---|-----------------|
| 1. After five (5) years of continuous service | \$55.00 monthly |
| 2. After ten (10) years of continuous service | \$60.00 monthly |
| 3. After fifteen (15) years of continuous service | \$65.00 monthly |
| 4. After twenty (20) years of continuous service | \$70.00 monthly |

Employees hired on or after January 1, 2012 shall not be eligible for longevity pay.

Section 2. The term "continuous years of service" shall be defined as employment in the City's service without break or interruption. Leave of absence with or without pay of not more than thirty-one (31) consecutive days shall not interrupt continuous service or be deducted therefrom. Absence on leave without pay in excess of thirty-one (31) days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service. All absences without leave in excess of one (1) day shall be deducted from, and all absences without leave in-excess of three (3) days shall interrupt continuity of service.

ARTICLE 37 CALL OUT/OVERTIME

Section 1. If an employee is called out from home to work on a previously unscheduled work time, he shall be paid a minimum of one and one-half (1 1/2) times his base hourly rate for four (4) hours, or for actual hours worked, whichever is greater. The Employer reserves the right to retain the employee for work for the full four (4) hours.

Notwithstanding the above, when emergency call outs necessitate work of only one and one-half (1 1/2) hours or less, the employee may be released upon completion of the emergency work, and will be compensated a minimum of two (2) hours at one and one-half (1 1/2) times his normal rate.

Section 2. The Employer reserves the right to assign employees in the Water, Sewer, and/or Street Department(s) On Call Status in order to ensure that employees are available for call out. Should the City elect to require On Call Status, at least two (2) employees at a time in each department shall be designated during their off-duty hours. Employees shall be able to trade such assignment with another employee in the same department and same classification, upon advance written request for such trade to the applicable department head. Employees on On Call assignment must be available for call out within other departments as well as their assigned department, provided the call out list for that department is exhausted first. Employees will be called out for other departments only if they have the knowledge, skills, abilities, and any licensure required to perform the necessary job duties within the other department. Only departments subject to call out will receive a \$35 monthly cell phone allowance.

Employees who are Designated On Call shall receive two (2) hours of straight time pay for each week of assignment. Such straight time pay will be deducted from the first call back pay the employee receives during that week.

Such On Call assignment shall alternate every third work week and shall affect the following classifications:

<u>Water</u>	<u>Sewer</u>	<u>Streets</u>
Maintenance Person	Maintenance Person	Streets Maint./Operator
Equipment Operator Asst. Maint. Person	Utility Operator (when not covering vacations)	\ \

ARTICLE 38 TRANSPORTATION FOR WATER DEPARTMENT METER READERS

The City will provide transportation for the water meter readers in their performance of their duty of reading meters.

ARTICLE 39 PARKING FOR CITY EMPLOYEES

The City of East Liverpool will provide four (4) parking spaces for the employees who work regularly at City Hall at a City owned lot on West Sixth Street.

ARTICLE 40 HEALTH AND SAFETY ADVISORY COMMITTEE

There is hereby established a joint Health and Safety Advisory Committee which shall consist of two (2) members appointed by the City and one (1) member from the bargaining unit appointed by the Union. The purpose of this committee is to advise and recommend safe and healthful working conditions and procedures in the City and to encourage all employees to follow said procedures.

ARTICLE 41 MISCELLANEOUS PROVISIONS

Section 1. In-Service Meetings. The City will conduct quarterly "In-Service" meetings. These meetings will be used as training sessions for all or specifically tailored groups of employees. Topics of these meetings will be safety procedures, demonstrations regarding proper operation of equipment and techniques for performing certain tasks relating to the employee performing his or her job.

These meetings will be announced ten (10) days in advance, and will be held during working hours. All employees or employees of a single department or group of Departments may be instructed to attend a particular meeting. The affected employees will be identified in the announcement. The presentations will be planned so that all employees will be able to attend during their normal working hours. Attendance at the "In-Service" meetings will be mandatory.

In the event that an employee group is not notified to attend an "In-Service" meeting, then such employees will not be required to attend the "In-Service" meeting that quarter.

Section 2. Tuition Reimbursement. Employees may be reimbursed for expenses incurred as a result of their having obtained education from an approved school, trade school, college, or other similar institution subject to the following conditions:

- A. that the education obtained has some pertinence to the employee's job;
- B. that the employee gains prior approval from the department head.

Employees may be reimbursed up to a maximum of seventy percent (70%) of tuition costs in the "A" range. For employees receiving grades in the "B" range, reimbursement will be made at the rate of sixty percent (60%). For employees receiving grades in the "C" range, reimbursement will be made at the rate of fifty percent (50%) of tuition costs. Employees must have two (2) years of service prior to becoming eligible for any tuition reimbursement.

The City shall continue the current practice for "Water License" training and payments for such training shall be continued.

Section 3. Temporary Promotions.

Temporary promotions to positions within the bargaining unit shall be awarded as follows:

1. Shall be filled from the current eligibility list of civil service promotional or open competitive test, if one exists.
2. If no list exists, the employee is promoted from the next lower pay grade in the classification series, if possible, and with the ability to do the job.

If a vacancy occurs in any position, the next position in that classification has the first opportunity to fill that position. (Example: If Meter Repairman is open, Meter Reader would fill that position.) If the next lowest position does not want the job, then the second (2nd) lowest position in that classification series would get the opportunity to fill the position. If there is no lower position in that classification, then the next lowest position (according to pay grade) in another classification will fill the job. Using the same example, since there is no lower position within the meter classification than meter reader, if the meter reader chooses not to move up to meter repair, the next lower position to be offered the job would be the Assistant Maintenance Man. The entry level would be Meter Reader, Assistant Maintenance, Clerk Secretary, or Clerk Assistant Stenographer.

3. If a job is open on a temporary basis, a person who refuses this move up would give up his right to this job for six (6) months.

4. During the temporary promotion, the employee will accept all the responsibilities of the assumed promotion; wages, hours, overtime rights, and equalization of overtime. During their appointment, the rate of pay of the job the employee assumes will be paid for sick days, vacations, and holidays. During this temporary appointment, the employee will receive any

benefits or disadvantages the job encompasses just as though he were permanently appointed. Although his seniority will not apply to that classified position until they are permanently appointed.

Section 4. State EPA Licensing. The City offers an additional stipend as an incentive for employees to receive State EPA licensing, at their expense.

Employees who are State EPA recognized Water Plant Operators, Water Distribution Operators, Wastewater Operators, and Wastewater Collection shall receive the appropriate stipend for their licensing achievement. The only guidelines or restrictions are:

1. The employee must work in the classification corresponding with the licensure.
2. If an employee makes a classification or career change, he will have eighteen (18) months to duplicate a Class I license or certification and thirty (30) months for Class II, or forfeit the additional stipend.
3. Upon duplication, the employee will only be paid for his current license in the classification he is presently working and cannot compound this license incentive and collect for license in more than one (1) classification.

Employees will receive a day off with pay to take the applicable examination; all expenses for meals, travel, lodging, and examination fees shall be at the employee's expenses.

Section 5. Pay Day and Pay Period. The pay day and pay period shall be in accordance with current City practices.

ARTICLE 42 NON-DISCRIMINATION

Section 1. Both the City and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments legal and moral not to discriminate in any manner relating to employment on the basis of race, color, creed; national origin, age, or sex.

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

Section 3. The Union and the City agree that this contract will comply with the Americans with Disabilities Act (ADA) and City policy. If an employee with a bonafide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during any process to identify an accommodation.

Section 4. The City and the Union agree that employees shall not suffer sexual harassment in the work place. An employee is entitled to Union representation when filing a complaint of sexual harassment in accordance with City policy.

ARTICLE 43 UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representative for the purpose of processing grievances under the grievance procedure shall be known as "stewards." Each steward shall have an alternate who shall act as the steward when the steward is absent from work.

Section 2. The stewards shall represent one (1) or more classifications as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards as provided in this agreement or the agreed upon areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

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

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

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

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

Section 7. The Union shall within thirty (30) days of the effective date of this agreement furnish the City with a written list of the Local Union Officers, stewards, and alternate stewards, indicating the departments and classification(s) and shift(s) to which each is assigned, and further, shall notify the City in writing of any changes therein. A copy of the constitution and bylaws of the Union shall also be furnished to the City.

Section 8. Authorization. It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted by the department head, or in his absence, by the Safety-Service Director. Access to work areas shall only be permitted at those times authorized and only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for carrying into effect the provisions and aims of this agreement.

ARTICLE 44 JOB VACANCIES - PROMOTIONS

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

Section 2. Employees who wish to be considered for the posted position must file a written application with their department head by the end of the posting period.

Section 3. These applications will be reviewed by the department head and the appointing authority, and the job shall be awarded in accordance with the following order of preference:

A. Selection of qualified applicants shall first be from the department where the vacancy occurs, and then from the bargaining unit at large.

B. Whenever two (2) or more employees, from the respective department or bargaining unit, whichever the case may be, bid on a job, the City shall award the job to the employee with the greatest departmental seniority (if two [2] employees from the same department have bid), or City-wide seniority (if the two [2] or more employees are from different departments) and ability (seniority, skill, education, and training).

Section 4. The vacancy shall normally be awarded within seven (7) calendar days following the last day of the posting of the notice of the opening. Thereafter, the City shall normally move the successful employee to the new position within thirty (30) calendar days of being awarded. If the awarded position is a promotion and the successful employee is not moved within the thirty (30) calendar day period, the employee shall be awarded the rate of pay for the higher position commencing with the first full pay period following completion of the thirty (30) calendar day period.

Section 5. Employees awarded a job under the bidding process shall be given reasonable orientation, training, and supervision during the probation period.

Section 6. Employees shall be considered to have qualified for the new position at any time during the probation period when he/she can perform the required tasks with no more supervision than other employees in the same classification and work with regard to quality and quantity meets acceptable standards applicable to the classification.

Section 7. Employees qualifying for the permanent classification shall receive the rate of pay established for said classification.

Section 8. No employee shall be eligible for promotion until he has completed the probationary period established in this agreement.

Section 9. After the application of this article, initial appointments from outside the bargaining unit shall be at the City's discretion.

ARTICLE 45 DEFINITIONS

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

Section 2. The term "department," as used herein, shall be defined as one (1) of the currently established City departments.

Section 3. In the event that two (2) or more employees have the same department seniority, then total City seniority shall prevail.

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

ARTICLE 46 SENIORITY LIST

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

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

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

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

ARTICLE 47 PARENTAL LEAVE AND FAMILY EMERGENCY LEAVE

The City will allow employees up to twelve (12) weeks of unpaid leave of absence for the purpose of "parental leave" and "family emergency leave." "Parental leave" shall be granted by the City following the birth of a child or the adoption of a child by the employee and/or the employee's spouse.

"Family Emergency Leave" shall be granted by the City for the purpose of allowing an employee to be absent from work to assist himself or a family member with a verifiable emergency.

Leaves of absence as provided for in this article shall be applied for in advance of the start of the leave of absence whenever circumstances reasonably allow. Such leave will be without pay, and the City may require reasonable proof of the need for such leave of absence.

This article is not intended to expand or restrict the Family and Medical Leave Act of 1993. All limitations and requirements of this law shall apply.

ARTICLE 48 JOB DESCRIPTIONS

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

description is put into effect. Should a substantial change in job duties and responsibilities occur, excluding those necessitated by state or federal mandates or regulations, the Union shall have the right to request additional compensation. Such request shall be in writing and the Union and the Employer will meet to negotiate any increase as may be applicable.

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

ARTICLE 49 NO CONTRACTING OUT

Section 1. It is agreed that work normally done by the bargaining unit employees shall not be contracted out to non-employees of the City of East Liverpool so as to cause loss of employment or jobs for bargaining unit employees.

Section 2. It is agreed that work normally performed by bargaining unit employees shall not normally be performed by non-bargaining unit employees.

Section 3. This article shall not apply when bargaining unit employees and/or adequate equipment are not available for said work, or when an immediate emergency exists.

ARTICLE 50 JOB CLASSIFICATIONS

Employees shall work within their current job descriptions; job descriptions shall not be changed except by mutual agreement between the City and the Union with the Union having the right to request additional compensation if warranted.

ARTICLE 51 FORMER AGREEMENTS NOTIFICATION TO UNION

Section 1. All former written agreements heretofore entered into between the parties herein are hereby rendered void and of no effect, and shall have no application as the same might pertain to the matters stated herein.

Section 2. Other provisions of this agreement notwithstanding, the supplemental agreements (three [3]) attached as an appendix to this agreement shall remain in effect.

Section 3. The Local Union President will be notified of all hiring, suspensions, and terminations.

ARTICLE 52 DURATION

This agreement shall be effective April 1, 2016, and remain in effect until March 31, 2019. Negotiations will be in compliance with all rules and regulations of the Ohio Revised Code Section 4117.

ARTICLE 53 ENTIRE AGREEMENT

SECTION 1. The City, employees, and the Union agree that this agreement is the entire agreement, terminates all prior agreements or understandings, and concludes all collective

negotiations during its term. No party hereto will, during the term of this agreement, seek to unilaterally modify its terms.

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

ARTICLE 54 LICENSES

Section 1.

- A. The City has no objection that employees of both Water Distribution and Wastewater Distribution be given a monthly stipend for each year of the contract if said employees, at their expense, obtain a state EPA-recognized license for the operation of said facilities.

The rates shall be as follows:

	Monthly/Annual
Class I	\$75.00 /(\$900.00)
Class II	\$100 (1200.00)
Class III	\$150 (1800.00)

- B. Notwithstanding the provisions above, an employee will receive a day off with pay as necessary to take the applicable examination; all expenses for meals, travel, lodging, and examination fees shall be borne by the employee.

C. Criteria for eligibility for such stipends are as follows:

1. The employee must work in the classification corresponding with the licensure (e.g., Water Plant Operators, Water Distribution Operators, and Wastewater Collection).
2. If an employee makes a classification or career change, he will have eighteen (18) months to duplicate a Class I license or certification and thirty (30) months for a Class II, or forfeit the additional stipend.
3. Upon duplication, the employee will only be paid for his current highest license in the classification he is presently working and cannot compound license incentives or collect for licenses in more than one (1) classification.

Section 2. An employee functioning as a "Lab Technician" who holds and maintains an EPA chemical certification shall be entitled to a stipend per month, provided the employee maintains and utilizes such certification in his job performance. Effective January 1, 2000,

such stipend shall be seventy-three dollar and sixty-eight cents (\$73.68) per month (eight hundred eighty-four dollars and sixteen cents [\$884.16] per year).

Section 3. An employee holding the position of Meter Inspector or Meter Repairer, who obtains and maintains Back Flow Prevention Certification, shall be entitled to a stipend of thirty-five dollars (\$35.00) per month (four hundred twenty dollars [\$420.00] per year).

ARTICLE 55 UNION LEAVE TIME/TRAINING

Section 1. The City shall allow paid Union time in the amount of thirty (30) hours per year for the entire bargaining unit. The time shall be taken in minimum increments of four (4) hours, and the Local President shall notify the City seven (7) days in advance of such usage.

Section 2. Employees will receive reimbursement for expenses incurred by reason of their having obtained training or education relating to the job which they currently hold, provided that such courses or seminars meet the approval of the pertinent City officials in advance. Reasonable reimbursement for hotel accommodations, meals, and travel expenses can also be paid, provided that such courses or seminars are also approved in advance. This shall in no way obligate the City to pay for any educational related expense or hotel, meal, or travel expenses in any case where prior approval was not sought and obtained by the employee. Receipts for all expenses must be kept in order for the employee to receive reimbursement. These receipts must be presented to the proper department head and will be paid in a reasonable period of time to the employee. Time off for the purpose of taking any applicable test shall be granted so long as it does not interfere with City operations. This time off shall be non-paid, unless the employee opts to use a personal day.

ARTICLE 56 COMMERCIAL DRIVER'S LICENSE

Section 1. Specific bargaining unit positions may require a Commercial Driver's License (CDL) be held or obtained and retained as a condition of employment. Should any employee who is required to maintain a valid CDL by virtue of his classification fail to do so, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a voluntary reduction. If the Employer determines that a vacancy exists in a lower level classification for which the requesting employee is presently qualified to perform the essential functions of the position without further training, the employee will be placed in the lower level position as a voluntary reduction. If a voluntary reduction is not requested, or is not feasible as fairly determined by the Employer, the employee may request a leave of absence without pay for a period of not more than ninety (90) calendar days. If a leave of absence is not requested or has been exhausted, the employee will be placed on layoff, without bumping rights, until such time as the employee obtains his CDL or eighteen (18) months expires, whichever comes first. Any employee laid off under these provisions shall retain job bidding rights in accordance with this agreement. The provisions above shall apply only for a first offense and loss of a CDL.

Section 2. Effective January 1, 1996, Department of Transportation Federal Highway Administration Rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall become applicable to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation "Work Place Drug and Alcohol Testing Programs (49 CFR Part 40). The parties to this agreement are bound by those rules, and may

not modify, amend, or ignore them; however, the Union recognizes the City's independent authority under those rules.

Section 3. Drug/alcohol testing required by the rules specified in Section 2 of this article shall be paid for by the City for bargaining unit employees, exclusive of pre-employment testing.

Section 4. The City agrees to pay the cost for the initial Commercial Driver's License test for any bargaining unit employee who obtains a CDL. Further, the City agrees to pay \$30.00 for any employee who holds a position which requires a CDL. The affected employee must submit documentation of having passed renewal in order to receive reimbursement.

APPENDIX A

DUES DEDUCTION CARD

APPENDIX B BARGAINING UNIT CLASSIFICATIONS

REFUSE AND RECYCLING DEPARTMENT

Laborer
Truck Driver

SERVICE DEPARTMENT

City Hall Maintenance Person (i.e., Days)

SEWER DEPARTMENT

Chief Operator
Laborer
Maintenance Person
Operator
Utility Operator

STREET DEPARTMENT

City Mechanic
Streets Maintenance/Operator

WATER WORKS DEPARTMENT

Assistant Maintenance Person
Chief Clerk
Chief Operator
Computer Operator
Cashier/Clerk
Heavy Equipment Operator
Laborer
Maintenance Person
Meter Inspector
Meter Reader
Meter Repair Person
Operator
Utility Operator

**APPENDIX C_WAGE
SCALE**

REFUSE AND RECYCLING DEPARTMENT

	<u>Effective</u> <u>4/1/2016</u>
Laborer	16.42
Truck Driver	17.18

SERVICE DEPARTMENT

	<u>Effective</u> <u>4/1/2016</u>
City Hall Maint.	16.10

SEWER DEPARTMENT

	<u>Effective</u> <u>4/1/2016</u>
Chief Operator	19.61
Laborer	16.42
Maintenance Person	17.97
Operator	18.09
Utility Operator	18.09

STREET DEPARTMENT

City Mechanic

Effective
4/1/2016
17.34

Streets
Maintenance/Operator

17.97

**WATER WORKS
DEPARTMENT**

Asst. Maint. Person
Computer Operator
Chief Clerk
Chief Operator
Cashier/Clerk
Hvy. Equip. Operator
Laborer
Maint. Person
Meter Inspector
Meter Reader
Meter Repair Person
Operator
Utility Operator

Effective
4/1/2016

17.06
17.80
18.74
19.61
15.51
17.64
16.42
17.97
17.97
17.13
17.97
18.09
18.09

APPENDIX D WAGE SCALE

Refuse and Recycling

Laborer			
Time	Hourly	Yearly	
Start	\$10.65		\$
After 18 Months	\$11.42		\$
After 36 Months	\$12.25		\$
After 48 Months	\$13.12		\$
After 60 Months	\$14.07		\$

Driver			
Time	Hourly	Yearly	
Start	\$14.22		\$
After 18 Months	\$14.91		\$
After 36 Months	\$15.62		\$
After 48 Months	\$16.38		\$
After 60 Months	\$17.17		\$

Service Department

City Hall Maintenance			
Time	Hourly	Yearly	
Start	\$15.55		\$
After 18 Months	\$15.68		\$
After 36 Months	\$15.83		\$
After 48 Months	\$15.96		\$
After 60 Months	\$16.10		\$

Waste Water

Laborer			
Time	Hourly	Yearly	
Start	\$10.65		
After 18 Months	\$11.42		
After 36 Months	\$12.25		
After 48 Months	\$13.12		
After 60 Months	\$14.07		

Maintenance			
Time	Hourly	Yearly	
Start	\$17.69		
After 18 Months	\$17.76		
After 36 Months	\$17.83		
After 48 Months	\$17.90		
After 60 Months	\$17.97		

Utility Operator			
Time	Hourly	Yearly	
Start	\$17.98		
After 18 Months	\$18.01		
After 36 Months	\$18.04		
After 48 Months	\$18.07		
After 60 Months	\$18.09		

Operator			
Time	Hourly	Yearly	
Start	\$17.98		
After 18 Months	\$18.01		
After 36 Months	\$18.04		
After 48 Months	18.07		
After 60 Months	\$18.09		

Chief Operator			
Time	Hourly	Yearly	
Start	\$18.30		
After 18 Months	\$18.63		
After 36 Months	\$18.95		
After 48 Months	\$19.28		
After 60 Months	\$19.61		

Street

Street Maintenance/Operator		
Time	Hourly	Yearly
Start	\$14.73	
After 18 Months	\$15.48	
After 36 Months	\$15.98	
After 48 Months	\$16.48	
After 60 Months	\$17.95	

--

--

Mechanic		
Time	Hourly	Yearly
Start	\$16.85	
After 18 Months	\$16.95	
After 36 Months	\$17.05	
After 48 Months	\$17.15	
After 60 Months	\$17.25	

--

Water

Clerk	
Time	Hourly
Start	\$14.74
After 18 Months	\$14.93
After 36 Months	\$15.12
After 48 Months	\$15.32
After 60 Months	\$15.51

Meter Reader	
Time	Hourly
Start	\$15.75
After 18 Months	\$16.09
After 36 Months	\$16.43
After 48 Months	\$16.77
After 60 Months	\$17.13

Meter Repair	
Time	Hourly
Start	\$17.69
After 18 Months	\$17.77
After 36 Months	\$17.83
After 48 Months	\$17.90
After 60 Months	\$17.97

Meter Inspector	
Time	Hourly
Start	\$17.69
After 18 Months	\$17.51
After 36 Months	\$17.83
After 48 Months	\$17.90
After 60 Months	\$17.97

Computer Operator	
Time	Hourly
Start	\$17.13
After 18 Months	\$17.29
After 36 Months	\$17.47
After 48 Months	\$17.64
After 60 Months	\$17.80

Chief Clerk	
Time	Hourly
Start	\$17.86
After 18 Months	\$18.04
After 36 Months	\$18.29
After 48 Months	\$18.52
After 60 Months	\$18.74

Laborer	
Time	Hourly
Start	\$10.65
After 18 Months	\$11.42
After 36 Months	\$12.25
After 48 Months	\$13.12
After 60 Months	\$14.07

Assistant Maintenance	
Time	Hourly
Start	\$14.22
After 18 Months	\$14.89
After 36 Months	\$15.58
After 48 Months	\$16.30
After 60 Months	\$17.06

Heavy Equipment	
Time	Hourly
Start	\$17.23
After 18 Months	\$17.34
After 36 Months	\$17.44
After 48 Months	\$17.54
After 60 Months	\$17.64

Maintenance	
Time	Hourly
Start	\$17.69
After 18 Months	\$17.77
After 36 Months	\$17.83
After 48 Months	\$17.90
After 60 Months	\$17.97

Utility Operator	
Time	Hourly
Start	\$17.98
After 18 Months	\$18.01
After 36 Months	\$18.04
After 48 Months	\$18.07
After 60 Months	\$18.09

Operator	
Time	Hourly
Start	\$17.98
After 18 Months	\$18.01
After 36 Months	\$18.04
After 48 Months	\$18.07
After 60 Months	\$18.09

Chief Operator	
Time	Hourly
Start	\$18.30
After 18 Months	\$18.63
After 36 Months	\$18.95
After 48 Months	\$19.28
After 60 Months	\$19.61

SIDE LETTER OF AGREEMENT - Longevity

The Employer and the Union agree that those employees receiving more under the longevity system in effect as of December 31, 1996, as set forth in the 1993 - 1996 contract, than the longevity system, as set forth in Article 36 (2003 - 2004 contract), shall continue to receive what they were receiving as of December 31, 1996, until such time as they would receive equal or greater compensation under the contractually provided longevity plan.

For its term, this side letter of agreement shall have the same force and effect as any other section of the collective bargaining agreement including enforceability through the grievance procedure.

This side letter of agreement shall be effective April 01, 2016, through March 31, 2019.

SIGNATURE PAGE

In witness whereof, the parties hereto have set their hands this 12TH day of July 2016.

Witnesseth

The City of East Liverpool

**AFSCME, Local 677,
Ohio Council 8, AFL-CIO**



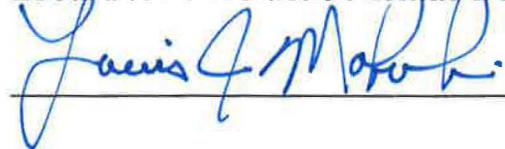
Mayor Ryan C. Stovall



Local #677 President Thomas Bess



Service-Safety Director Brian Allen



Ohio Council 8 Rep. Lou Maholic



Witness



Witness

