

The bargaining unit involved herein consists of approximately 25 non-uniformed employees of the City of Harrison, Ohio. The last collective bargaining agreement expired on May 31, 1999. Between May and November of that year the parties met and negotiated on at least eleven occasions, but were unable to reach a new contract.

As a result, this case came on for fact finding on February 8, 2000. Prior to the commencement of a formal hearing, however, the parties engaged in further good faith negotiations and were successful in reaching an agreement on all outstanding issues. The parties then jointly requested that the Fact Finder incorporate this settlement as his final report on the matter and the undersigned agreed to their request. Accordingly, the Fact Finder submits the following as his final report on the matter.

1. The parties now accept the tentative agreement (copy attached hereto) first reached on November 17, 1999, as their new contract, with the following amendments:

- (a) "This agreement shall be in full force and effect for a period of two (2) years beginning June 1, 1999 and ending May 31, 2001. It will include retroactive pay as far back as June 1, 1999, including all overtime and just contractual pay to which said employees would have been entitled [had the contract been in effect]."
- (b) "Any employee successfully completing and receiving a passing grade for the recognized State Test qualifying an employee for the Class I, II or

III Utilities positions will receive the negotiated wage rate for said level position.”

2. The parties further agreed that if the Union fails to accept this fact finding report, the City will have the right to implement its offer of November 17, 1999, effective as of the date of implementation (i.e. without retroactivity).

The Fact Finder recommends that the parties adopt their agreements as set forth above and hereby concludes his Report.

February 13, 2000

A handwritten signature in black ink, appearing to read 'James E. Murphy', with a large, stylized flourish at the end.

James E. Murphy
Fact Finder

STATE OF OHIO
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HARRISON, OHIO

AND

**UNITED STEELWORKERS OF AMERICA
(AFL-CIO-CLC), #1858**

June 1, 1996 1999 thru May 31, 1999 2001

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 1	PREAMBLE/PURPOSE	1
ARTICLE 2	UNION RECOGNITION	1
ARTICLE 3	DUES/FEES DEDUCTION	2
ARTICLE 4	REFERENCE TO GENDER	5
ARTICLE 5	UNION REPRESENTATION	5
ARTICLE 6	GRIEVANCE PROCEDURE	7
ARTICLE 7	ARBITRATION	10
ARTICLE 8	NO STRIKE/NO LOCKOUT	11
ARTICLE 9	MANAGEMENT RIGHTS	12
ARTICLE 10	CORRECTIVE ACTION	13
ARTICLE 11	SENIORITY	15
ARTICLE 12	PROBATION PERIODS	16
ARTICLE 13	VACANCY AND PROMOTIONS	17
ARTICLE 14	WORK SCHEDULE	19
ARTICLE 15	SICK LEAVE	21
ARTICLE 16	LEAVE OF ABSENCE	22
ARTICLE 17	FUNERAL LEAVE	23
ARTICLE 18	VACATION	24
ARTICLE 19	HOLIDAYS	25

ARTICLE 20	TUITION	26
ARTICLE 21	SAFETY	27
ARTICLE 22	HOSPITAL/SURGICAL/MAJOR MEDICAL	27
ARTICLE 23	CALL OUT PAY	28
ARTICLE 24	UNIFORMS	28
ARTICLE 25	BEEPER PAY	29
ARTICLE 26	PLANT MONITOR PAY	29
ARTICLE 27	BREAK	30
ARTICLE 28	LICENSE EXAMINATIONS	30
ARTICLE 29	JURY DUTY	30
ARTICLE 30	SUPERVISORS WORKING	31
ARTICLE 31	MILEAGE REIMBURSEMENT	31
ARTICLE 32	DEFERRED COMPENSATION/CREDIT UNION	31
ARTICLE 33	PERS "PICK-UP"	32
ARTICLE 34	OUTSIDE EMPLOYMENT	32
ARTICLE 35	LIFE INSURANCE	32
ARTICLE 36	WAGES	33
ARTICLE 37		34
ARTICLE 38	DURATION	35

ARTICLE 1

PREAMBLE/PURPOSE

Section 1.1

This Agreement, entered into by the City of Harrison, Ohio, hereinafter referred to as the "EMPLOYER," and the United Steelworkers of America (AFL-CIO-CLC), on behalf of Local Union #1858, hereinafter referred to as the "UNION," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment as well as the prompt and equitable settlement of grievances for those employees included in the bargaining unit as defined herein.

ARTICLE 2

UNION RECOGNITION

Section 2.1

The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees of the Employer in the bargaining unit.

The bargaining unit includes all full-time non-uniformed employees of the City. "Full-time" is defined as employees working thirty-five (35) or more hours per week.

Excluded are all management level employees, professional employees, confidential employees, supervisory employees, casual, seasonal and student employees, Clerk of Mayor's Court and any other employee excluded by Chapter 4117, Revised Code, all police and fire uniformed employees and employees working less than thirty-five (35) hours per week.

Section 2.2

The Employer will notify the Union ten (10) days prior to the creation, combination or elimination of a position in the bargaining unit.

ARTICLE 3

DUES/FEES DEDUCTION

Section 3.1

The Employer agrees to deduct Union membership dues, fees, and assessments AND AUTHORIZED PAC FUND CONTRIBUTIONS in accordance with this Article for all employees in the bargaining unit.

Section 3.2

The Employer agrees to deduct Union membership dues on a monthly basis from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the United Steelworkers of America. Upon receipt of the proper authorization, the Employer will deduct 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 Employer. The deducted dues will be paid to the Secretary/Treasurer of the International Union to the address as designated by the International Treasurer.

Section 3.3

As a condition of employment, thirty (30) days following the beginning of employment, or thirty (30) days following the effective date of this Agreement, whichever is later, employees who are not members of the Union including employees who resign from membership in the Union after the effective date of this Agreement, shall pay to the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The International Secretary/Treasurer shall annually certify to the Employer the amount of the Union dues and fair share fees. The Employer shall not be obligated to implement the fair share deductions under this Section until the Union has prescribed a rebate and challenge procedure which complies with ORC Section 4117(C) and federal law [pursuant to Chicago Teachers v. Hudson, 106 S.Ct. 1066 (1986)].

The Union shall notify all potential objectors of their right to file with SERB a conscientious objection because of religious beliefs.

Section 3.4

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deduction made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the United Steelworkers.

Section 3.5

The Employer shall be relieved from making individual "Check-Off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) lay-off from work; (4) an unpaid leave of absence; (5) revocation of the "Check-Off" authorization; or (6) resignation by the employee from the Union.

Section 3.6

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

Section 3.7

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or his designee.

ARTICLE 4

REFERENCE TO GENDER

Section 4.1

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5

UNION REPRESENTATION

Section 5.1

Provided permission is received from the Department Director, the Union's Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, provided eight (8) hours advance notice is given to the Department Director. Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated representative.

Section 5.2

The Union shall provide to the Employer an official roster of its officers and local Union committee persons which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Immediate supervisor
- (5) Union office held

No local Union person shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.3

The investigation and writing of grievances shall not occur on work time. All grievance hearings shall be scheduled outside of work hours unless otherwise agreed to by the Director of the Department in which the grievance occurred.

Section 5.4

The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

Section 5.5

Representatives as defined herein shall be allowed unpaid leave to attend official Union conferences and functions with two (2) weeks advance notice not to exceed five (5) days total during any odd calendar year and not to exceed ten (10) days total during any even calendar year.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1

(A) Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a violation concerning the application and interpretation of a specific provision of this Agreement by the employer.

(B) "Days" are calendar days.

Section 6.2

All grievances shall be processed in the following manner:

Verbal Procedure: Within fifteen (15) days of the occurrence of the incident giving rise to a grievance, the employee affected shall discuss the matter with the immediate supervisor to whom the employee ordinarily reports, with the object of settling the matter informally, the supervisor shall respond within five (5) days. If requested by the employee, a committee person may be present.

Step One: If the complaint is not satisfactorily resolved by the verbal procedure, the employee affected or a committee person shall reduce the employee's complaint

to a written grievance, date it and submit it to the immediate supervisor. The written grievance shall state the facts giving rise to the grievance; date first discussed with the supervisor; identify provisions of this Agreement alleged to have been violated; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested and be signed by the employee affected and co-signed by a committee person. The written grievance shall be submitted to the immediate supervisor within five (5) days after the Employer's answer in the verbal procedure. The supervisor shall within five (5) days place his written answer upon the grievance form and return it to the committee person.

Step Two: If the grievance is not resolved to the satisfaction of the employee, he or she may request, in writing, a review and hearing by the Mayor. The Mayor, or his designated representative, shall meet with the Union's representative and the aggrieved employee within fourteen (14) days after the request has been filed with the Mayor. The Mayor or his designated representative shall make such investigations as he deems necessary and shall, within fourteen (14) days after the hearing, render a decision in writing based on his findings and conclusions.

Any grievances which are not filed by the grievant within the stated time limit shall be considered settled as per the decision of the last step. Any grievances not taken up by the management within the stated time limit shall be moved to the next step.

Notwithstanding the provisions of this procedure, exceptional or uncommon conditions may give grounds for extension of time limits upon mutual agreement by the City and the Union.

Step Three: Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between representatives of the International Union and the Employer, along with the committee persons. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within ten (10) days following Step Three meeting.

Section 6.3

Time Limitations: The time limitations established in the grievance procedure shall be followed by the parties and may be extended by mutual agreement provided the extension is reduced to writing and the period of the extension is specified. Any grievance not advanced by the employee or Union in a timely manner shall be considered resolved based on the Employer's last response. Any grievance not answered by the Employer in a timely manner may be advanced to the next step in the grievance procedure within the time limits established for that step.

Section 6.4

All documents and other materials upon which the City relies as the basis for the action taken which gave rise to the grievance shall, upon request, be furnished to the member or his Union representative. The grievant or his Union representative will, upon request, furnish to the City all documents and materials upon which it relies as the basis for its position on the grievance.

ARTICLE 7
ARBITRATION

Section 7.1

Arbitration Request: The Union or Employer may request arbitration of any unresolved grievance by giving written notice to the Employer or Union of its intent to arbitrate within fifteen (15) days following the Employer's answer at Step Three of the grievance procedure. The time limits for a request for arbitration may be extended by mutual agreement in writing. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employer's last disposition .

Section 7.2

Selection of Arbitrator: An arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service using the alternate striking method.

Section 7.3

Arbitrator's Powers: The arbitrator's power shall be limited to the application and interpretation of the Agreement as written and he shall be governed at all times wholly by the terms of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit, provided, however, that if either party disagrees with the arbitrator's

decision, the dissenting party may appeal the arbitrator's decision to the Common Pleas Court of Hamilton County within thirty (30) days of the date upon which the arbitrator's opinion was rendered. The Common Pleas Court shall hear the dispute de novo and the decision of the arbitrator shall not be introduced in any proceeding before the Court.

Section 7.4

Arbitration Decision: The arbitrator shall render his decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 8.1

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

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

Section 8.2

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1

The Union recognizes the right and authority of the Employer to administer the business of the City of Harrison and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, including, but not limited to, those management rights set forth in Section 4117.08(C), Revised Code.

Section 9.2

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain in the exclusive function of the Employer.

ARTICLE 10
CORRECTIVE ACTION

Section 10.1

No employee shall be reduced to pay, suspended or discharged except for just cause.

Section 10.2

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.

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

C. Whenever the Employer determines it necessary for documented corrective action, that employee shall receive a copy of the corrective action.

Section 10.3

Records of disciplinary action will be removed from the employee's personnel file and shall cease to have force or effect, and shall not be considered in future discipline matters thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 10.4

The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. A committee person may be present if requested by the employee. The affected employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 10.5

Bargaining unit members shall deal exclusively with his/her immediate supervisor in the event of the member's dissatisfaction with any action or circumstance over which the City has control. If the member is dissatisfied with the immediate supervisor's response, the member shall contact the bargaining unit representative. In no event shall the member contact the Mayor or Member of Council directly to resolve an alleged problem.

Section 10.6

Each employee of the bargaining unit, upon request, within a reasonable period of time, shall be permitted access to his personal records, copies of injury or workman's compensation forms, or any other records pertaining to his employment.

ARTICLE 11

SENIORITY

Section 11.1

"Seniority" shall be computed on the basis of the uninterrupted length of continuous service with the Employer. Once continuous service is broken, the employee loses all previously accumulated seniority.

Section 11.2

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 11.3

Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of the layoff.

Section 11.4

The Employer shall prepare and maintain seniority lists of employees. Such lists shall be provided annually to the Union and shall indicate the name, seniority date, and current classification, rate of pay of all bargaining unit employees.

Section 11.5

When two (2) or more employees have identical hire dates, employees shall be placed on the seniority list in alphabetical order.

Section 11.6

In all cases of layoff and recall, seniority within classification shall apply, i.e., the least senior employee in a classification shall be laid off first and the most senior person within a classification on layoff status shall be recalled first. If an employee on layoff status declines to take a position when recalled, he/she shall be permanently removed from the recall list and shall lose any rights he/she may have to further employment with the City.

SECTION 11.7

A LAID OFF EMPLOYEE SHALL BE PERMITTED TO "BUMP" A LESS SENIOR EMPLOYEE IN ANOTHER CLASSIFICATION, IF THE LAID OFF EMPLOYEE HAS WORKED AT LEAST SIX (6) MONTHS IN THE OTHER CLASSIFICATION.

ARTICLE 12

PROBATION PERIODS

Section 12.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employees receive compensation from the Employer and shall

continue for a period of six (6) months. THE CITY MAY REQUEST TWO (2) ADDITIONAL CONSECUTIVE EXTENSIONS OF SIX (6) MONTHS EACH. SAID REQUEST SHALL BE MADE IN WRITING TO THE UNION PRESIDENT WHO SHALL RESPOND IN WRITING WITHIN FIVE (5) DAYS OF RECEIVING THE REQUEST.

Section 12.2

In the event an employee is promoted to a non-bargaining unit position and is subsequently demoted/disqualified for reasons other than disciplinary reasons, he will be returned to his former position provided such employee returns to the bargaining unit within one (1) year.

ARTICLE 13

VACANCY AND PROMOTIONS

Section 13.1

The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligible lists, shall be filled in accordance with this Article.

Section 13.2

Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on employee bulletin boards for seven (7) calendar days. The posting shall indicate the position that is vacant, the experience/education requirements, abilities, skills and duties as specified by the Employer. During posting

period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date.

Section 13.3

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for a period of up to thirty (30) days, pending the Employer's determination to fill OR NOT TO FILL a vacancy on a permanent basis.

Section 13.4

All timely filed applications shall be reviewed. The Mayor and the Director of the Department where the vacancy occurs shall determine who among the applicants, if any, shall fill the vacant position. Their decision shall be final, if not submitted to the grievance procedure.

Section 13.5

Once the selection has been made, the Employer will notify all applicants within ten (10) days after the selection is made.

Section 13.6

Notice of vacancies posted and resulting awards will be given to the appropriate committee person.

Section 13.7

Required training related to the employee's job shall be provided and if scheduled during an employee's off duty hours (and the employee attends/works), he shall be compensated for the same, as hours worked.

ARTICLE 14
WORK SCHEDULE

Section 14.1

The regular scheduled work week for full-time employees shall normally consist of forty (40) hours per week, and the scheduled work day shall normally consist of eight (8) hours per day. This shall not constitute a guarantee of work hours or work days. If it is necessary to change an employee's shift or starting time, i.e., from first shift to second shift, the employee shall be given two weeks advance notice. In cases of emergency, i.e., employee absence or sickness, no advance notice shall be necessary.

Section 14.2

A. When overtime is necessary, the city shall compensate eligible employees at time and one-half their regular rate of pay for any time worked over eight (8) hours in one day (except those employees working a regular week of four (4), ten (10) hour days) or forty (40) hours in one week. Holidays and vacation days shall be considered as time worked.

B. When an employee works on a city specified holiday, he will be paid at the rate of time and one-half his regular rate of pay for actual hours worked in addition to holiday pay at his straight time rate.

Section 14.3

Employees receiving a written assignment to temporarily work in a lower classification shall receive their regular rate of pay during such assignment. Employees receiving a written assignment to temporarily work in a higher classification shall be paid at the higher rate after the fifth continuous day in the higher classification. Said payment shall be retroactive to the first day of work in the higher classification.

Section 14.4

There shall be no duplication or pyramiding of overtime.

Section 14.5

Any member receiving a written assignment by the Mayor to replace a Director for a period of four (4) continuous working days or more shall be compensated at a rate of \$2.00 per hour in addition to his/her regular rate of pay.

ARTICLE 15
SICK LEAVE

Section 15.1

Employees are entitled to paid sick days. Paid sick days are earned at the rate of 2.5 hours per week. Sick days may be accumulated, up to a maximum of 1000 hours.

Section 15.2

In order to receive payment for sick leave, the employee must notify the immediate supervisor of the reason for the absence by the assigned starting time, and, upon return to work, the employee must complete and have the supervisor approve the absence by completing the "Absence with Pay" slip. If the employee does not report off as required, it will be indicated on the time card as a failed to report (FTR) and the employee shall not be paid for that day unless the employee furnished an acceptable reason immediately upon his return.

Section 15.3

In the event of sick leave ~~beyond three (3) days~~ OF FOUR (4) CONTINUOUS DAYS OR MORE, the supervisor may require a certificate from a medical doctor giving information as to the circumstances involved.

Section 15.4

Fraudulent use of sick leave shall subject the employee to disciplinary actions. Tardiness will not be accepted as sick leave.

Section 15.5

Whenever an employee is absent on his or her last regularly scheduled work day before a holiday, or on the first such day after a holiday, sick leave with pay will be allowed only if a doctor's certificate is presented.

Section 15.6

Upon retirement through the Public Employees Retirement System, a member with at least eight (8) years of service with the City shall receive fifty (50%) percent of his accumulated but unused sick leave.

Section 15.7

Sick leave may be taken to attend the sickness of a family member in the immediate household of the member.

ARTICLE 16

LEAVE OF ABSENCE

Section 16.1

An employee may submit a request to the Departmental Director for leave of absence without pay for a period not to exceed thirty-one (31) calendar days. This

dated and signed request shall be in writing, stating both the starting date of the leave and the return date. Any leave of absence without pay which will exceed thirty-one (31) calendar days must be approved by the Mayor.

Section 16.2 - Family Leave

The Employer will provide for twelve (12) weeks of family leave as spelled out in The Family Leave Act which becomes effective August 5, 1993.

The employee may use up to twelve (12) weeks of unpaid leave each year. The Employer and employee will adhere to regulations of the FMLA Act as interpreted by the Department of Labor, the federal agency enforcing the FMLA Act.

If the employee elects leave under this Article, it shall not be in addition to the leave provided in Article 16.1.

"Year" for purposes of FMLA shall begin on the first day of a member's leave under FMLA.

ARTICLE 17 FUNERAL LEAVE

Section 17.1

The city shall grant leave, with pay, that shall not be charged against "sick leave" for death in the family in the following manner:

A. On the occasion of the death of a father, mother, stepparent, spouse, mother or father-in-law, son or daughter, stepchild, brother, sister, stepbrother or stepsister, or half-brother or half-sister, or grandchild, up to three (3) days (day before,

day of and day after) if scheduled to work.

B. On the occasion of the death of a grandparent, grandparent-in-law, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee shall receive off the day of the funeral if scheduled to work.

ARTICLE 18

VACATION

Section 18.1

Employees are entitled to a paid vacation when they have completed one year's service with the city. At that time, and thereafter, they are eligible to receive paid vacations in accordance with the following schedule:

After one year	11 days
After eight years	16.5 days
After fifteen years	22 days
After twenty years	25 days

Such vacation must be granted in writing, in advance by the employee's supervisor by completing the city's "Vacation Request" form. If the employee should leave the city's employment before the expiration of one year's service, he shall not receive vacation pay as a termination benefit.

Every effort will be made to grant vacations at that time desired by each employee. However, seniority, number of people off the job at one time, and work load are important considerations which must be taken into account when arranging vacation schedules.

No employee can take any vacation beyond that already earned. Neither vacation pay or vacation off-time may be advanced from the date it is eligible to be taken.

During the paid leave status, the member will continue to be eligible for any benefits contained in this agreement.

Employees making a valid request to take a vacation that is not granted may carry forward one (1) week to the next vacation year. Also, if a valid request has not been granted for any remaining vacation time in excess of one (1) week carried over, employees shall be compensated at their regular rate of pay for any vacation time not granted. Said compensation shall be paid at the second pay period in January of the succeeding year.

ARTICLE 19 HOLIDAYS

Section 19.1

The city shall grant its employees the following holidays off with pay:

- a) Independence Day
- b) Labor Day
- c) Thanksgiving Day
- d) Friday after Thanksgiving
- e) Christmas Eve (one-half day - p.m.)
- f) Christmas Day
- g) New Year's Day

- h) President's Day
- i) Good Friday
- j) Memorial Day

ARTICLE 20

TUITION

Section 20.1

Tuition support requires fulfillment of the following requirements:

- a) Training must be job related either:
 - 1. To the employee's present job, and considered necessary by the supervisor, or
 - 2. To enable the employee to qualify for a higher rated position in the city in the future.
- b) Training must be with an accredited college, university, vocational school, business, or secretarial school or with a certified business-related training seminar course.
- c) Employees must receive advanced written certification from the Department Director that the training meets the requirements listed above.
- d) Employees must provide sufficient evidence of payment of the full tuition, evidence of satisfactory completion of the training (grade of "C" or better) to the Finance Director and the Department Director. A grade of "C" or better will mean a 50% reimbursement. In any course graded on a pass/fail basis, a pass grade is reimbursed 50% and a fail is not entitled to reimbursement (for example, 0%).

ARTICLE 21

SAFETY

Section 21.1

A safety committee composed of three (3) members from management and three (3) members from the Union shall be formed to discuss safe work practices and procedures and shall meet quarterly.

ARTICLE 22

HOSPITAL/SURGICAL/MAJOR MEDICAL

Section 22.1

The City shall provide a hospital/surgical/major medical benefit plan substantially similar to the plan set forth in the booklet entitled "Group Benefit Plan" which was effective 10/15/87. The City shall pay UP TO the following combined rates per month for each member utilizing the plan. Any rates above the rates set forth below shall be shared equally by the City and by the employee through a deduction from his/her wages. In the event an increase in the monthly rate is deemed necessary by the City, the City will meet with representatives of the bargaining unit prior to implementing the increased rate:

- | | | | |
|----|--|----------|--------|
| 1) | \$418.27 6-1-96 | \$504.00 | 1-1-00 |
| 2) | \$424.54 11-1-96 | \$564.00 | 1-1-01 |

Employee contribution to health insurance benefits shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service Code, provided, however, that if at any time the insurance company administering the Section 125 Plan determines to charge a fee for such service, the parties will reopen this portion of the contract to determine the responsibility for payment of said fee.

ARTICLE 23
CALL OUT PAY

A member of the bargaining unit "called-out" by the city after his/her shift has ended shall be paid a minimum of three (3) hours at his/her regular rate of pay for work performed during said call-out period. This minimum time does not apply to a bargaining unit member who may be asked to remain on the job as a continuation of his/her normal shift.

ARTICLE 24
UNIFORMS

The City shall provide and pay for uniforms worn by employees in the Street Department, Utilities Department (water and waste water treatment) and Community Center (driver, custodian and kitchen worker). The number provided shall be determined by the Department Director.

The City shall reimburse any employee required to wear safety shoes UP TO \$105.00/PAIR/YEAR OF THE CONTRACT. ~~as follows:~~

~~————— \$85.00 ————— June 1, 1996 - May 31, 1997~~

~~————— \$95.00 ————— June 1, 1997 - May 31, 1998~~

~~————— \$100.00 ————— June 1, 1998 - May 31, 1999~~

The employee must present a receipt for the purchase to his/her Director.

ARTICLE 25

BEEPER PAY

Any member of the bargaining unit required to rotate beeper duty on weekends and/or holidays when they are not otherwise scheduled to work shall be paid two (2) hours pay at his/her regular rate of pay for each day they are required to carry the beeper. Beeper pay is in addition to call out pay set forth in Article 23.

ARTICLE 26

PLANT MONITOR PAY

Any member of the bargaining unit scheduled to perform routine monitoring of plant operations on weekends or holidays shall be paid a minimum of three (3) hours pay or the actual time worked, whichever is greater.

ARTICLE 27

BREAK

Employees ~~will be permitted~~ SHALL RECEIVE one (1) fifteen (15) minute break during the first four (4) hour period and the final four (4) hour period of the work shift at a time designated by the Director of the Department.

ARTICLE 28

LICENSE EXAMINATIONS

The City will reimburse the employee for the cost of a license examination providing the employee successfully passes the examination requirements.

ARTICLE 29

JURY DUTY

Immediately upon receipt of an order or summons to report for jury duty or subpoena, the employee must present a copy of the order or summons to the Supervisor so time served on jury duty will not be charged against other leave. After completing the jury duty, the employee must furnish evidence of having served on a jury for the time claimed. The employee will be paid his regular pay while on jury duty and the employee shall endorse his/her jury duty check over to the City.

ARTICLE 30
SUPERVISORS WORKING

Under normal circumstances, supervisors will not perform work duties assigned to bargaining unit members, provided, however, that in emergency situations or, in situations where necessity dictates, a supervisor may perform duties normally assigned to a bargaining unit member.

ARTICLE 31
MILEAGE REIMBURSEMENT

With the approval of the Director, members required to use their personal automobile to travel to a job related function such as training or licenses will be reimbursed by the City for mileage and parking fees. Mileage will be paid at the rate allowed by the Internal Revenue Service for the current tax year.

ARTICLE 32
DEFERRED COMPENSATION/CREDIT UNION

Employees shall be provided the opportunity to participate in the Ohio Public Employees Deferred Compensation Program, and a Credit Union at no cost to the employee.

ARTICLE 33
PERS "PICK-UP"

The employee contributions to PERS shall be tax sheltered for so long as tax sheltering is approved by the IRS and the Ohio Department of Taxation.

ARTICLE 34
OUTSIDE EMPLOYMENT

An employee may engage in outside employment as long as such activity does not interfere with the proper performance of his/her City job. Outside employment is prohibited when: (1) It causes frequent absences or tardiness; (2) It causes the quality of the employee's work to deteriorate; (3) It has an adverse effect on the public's confidence in the City government; (4) It could result in a conflict of interest; (5) It, in another way, results in a disadvantage to the City.

ARTICLE 35
LIFE INSURANCE

The City shall provide each bargaining unit member with a term life and accidental death and dismemberment insurance policy in the amount of Ten Thousand (\$10,000.00) Dollars.

ARTICLE 36

WAGES

*T.A.
Deleted
wmo
08 FEB 00*

Category	Job Title	5/30/99	6/4/00	6/3/01
1	Laborer Laborer/Custodial Kitchen Worker/Grounds Maint. Senior Asst. Clerk/P.M. Recept.	\$11.75	\$12.15	\$12.55
2	Utilities Recept./Clerk Water Recept./Secretary	\$12.00	\$12.40	\$12.80
3	Utilities Technician	\$12.50	\$12.90	\$13.30
4	Service I Senior Van Driver/Grounds Maintenance	\$12.75	\$13.15	\$13.55
5	Service II	\$13.00	\$13.40	\$13.80
6	Utilities Maintenance Police Clerk Community Center Recept./ Zoning/Bldg. Dept. Secy.	\$13.60	\$14.00	\$14.40
7	Billing Entry Clerk Adm. Asst./Payroll Clerk Utilities I	\$13.85	\$14.25	\$14.65
8	Utilities II Deputy Tax Commissioner Leadman	\$14.50	\$14.90	\$15.30
9	Utilities III	\$15.00	\$15.40	\$15.80
10	Utilities Coordinator	\$16.00	\$16.40	\$16.80

Newly employed bargaining unit members shall be paid 80% of the rates set forth herein during the period of his/her probation set forth in Article 12.1

The following differential rates shall apply to hours actually worked by employees assigned to a second or third schedule:

SECOND SHIFT: Wherein the majority of the scheduled hours worked are between 3:00 p.m. - 11:00 p.m. - increase rate 25 cents per hour.

THIRD SHIFT: Wherein the majority of the scheduled hours worked are between 11:00 p.m. - 7:00 a.m. - increase rate 35 cents per hour.

SHIFT PREMIUM SHALL BE USED IN ANY PAYROLL CALCULATION FOR VACATION, SICK OR HOLIDAY PAYMENT.

ARTICLE 37

EFFECTIVE WITH THE RATIFICATION OF THIS CONTRACT, BARGAINING UNIT MEMBERS SHALL BE PAID ON A BI-WEEKLY BASIS.

ARTICLE 38

DURATION

T/A
Two (2)
WMDI
08 FEB 00

This Agreement shall be in full force and effect for a period of ~~three (3)~~ years beginning June 1, ~~1996~~ 1999 and ending May 31, ~~1999~~ 2001.

UNITED STEELWORKERS OF AMERICA
#1858

CITY OF HARRISON, OHIO

By _____
President

By _____
Daniel J. Gieringer, Mayor

By _____
Secretary

By _____
Carol Wiwi, Clerk

By _____
Vice Pres. - Administration

By _____
Vice Pres. - Human Affairs

By _____
Treasurer

By _____

By _____

By _____

By _____

By _____