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COLLECTIVE BARGAINING AGREEMENT

The City of Orrville And The United City Workers

**Effective:
January 1, 2019 – December 31, 2021**

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AGREEMENT

This Agreement, made and entered into at Orrville, Ohio, this 29th of December, 2018, by and between the City of Orrville, Ohio (hereinafter referred to as "the City"), and The United City Workers, (hereinafter referred to as "the Union" or "the UCW", has for its purposes to promote harmonious relations between the City and employees who are represented by the Union and to provide all citizens served by the City with continuous, efficient, economical services and facilities.

The parties hereby reaffirm their commitment that consistent with and to the extent provided by federal and state laws, there shall be no discrimination against any employee because of the employee's race, creed, national origin, age, disability, sex or religion.

ARTICLE 1
RECOGNITION

The City recognizes the Union as the sole bargaining agent for all employees designated on attached Exhibit A which is made a part hereof, excluding there from probationary employees as defined in Article 21, Section 1 of this agreement.

ARTICLE 2
DURATION

Section 1 – This Agreement shall become effective as of January 1, 2019, and shall remain in full force and effect until midnight, December 31, 2021, and shall automatically be renewed for consecutive periods of one (1) year thereafter unless either party shall notify the other in writing at least ninety (90) days, but not more than one hundred twenty (120) days prior to December 31 of any calendar year beginning in 2021, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close of such December 31, unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

Section 2 - It is understood the negotiations referred to in this Article are to be completed in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 3
DUES CHECK-OFF

Section 1 – Upon the request of any employee covered by this Agreement in the form of a signed authorization by said employee, the City shall deduct from the employee's pay the amount of regular Union dues as certified by the Union, once each month for the period covered by this Agreement.

Section 2 – Deductions provided in Sections 1 and 6 shall be remitted to the Treasurer of the Union not later than the 25th day of the month following the deduction and shall include all deductions made in the previous month. Should any employee have no pay on the pay period the dues or fair share fee are to be deducted, the City shall not be required to furnish any funds for the employee. In such situations, the City shall deduct such dues or fees at the next period when dues or fees are regularly deducted if the employee is entitled to pay.

Section 3 – Deductions for Union dues may be canceled by an employee at any time by advising the Director of Finance in writing of such cancellation. A copy of the cancellation will be sent to the Union.

Section 4 – The parties agree that the check-off authorization form shall be as mutually agreed to by the parties.

Section 5 – Upon written request being made to the Director of Finance, the City will furnish to the Union, not later than fourteen (14) days after the request is received, a list of City employees who have requested that dues be deducted from their pay and the amount of pay deducted in that calendar year. The City shall not be required to furnish this information more than once each calendar year.

Section 6 – The Union agrees that it will indemnify and save the City harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the City in accordance with the terms of this Article.

ARTICLE 4
HOURS AND MISCELLANEOUS

Section 1 – Work Week – “Regular work week” means a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hours. It may begin on any day of the week and at any hour of the day, and need not be the same for all departments and all employees. Once established, an employee's work week may not be changed, except in case of emergencies, unless written notice is given seven (7) days prior to the change or if the employee agrees to shorter notice. However, an employee’s schedule, to include work week or shift, may be changed in order to accommodate another employee’s request for time off due to vacation, personal, sick leave or compensatory time so long as the change does not require the City to incur additional overtime. Employees will not be required to work split shifts during the normal work day, unless the employee consents.

Section 2 – Call in Pay – Any employee called in to work after his/her shift will receive a minimum of two (2) hours call-in-pay.

Section 3 – Shift Differential

- a. Employees who work second shift shall receive a shift differential of thirty cents (\$0.30) per hour and employees who work third shift shall receive a shift differential of forty cents (\$0.40) per hour.
- b. Employees who work on a 12-hour shift schedule shall receive a shift differential of forty-seven cents (\$0.47) per hour for hours worked on night shift (6:00pm – 6:00am).

Section 4 - State License or Certification – The City shall reimburse employees for the cost to obtain and retain a state license and/or certification required for the classification to which they have been assigned. The City shall reimburse employees the difference between the cost of a regular driver's license and a commercial driver's license if required by the classification to which they have been assigned, or requested by the City.

Section 5 – Travel – When employees covered by this agreement are authorized to travel or receive training outside normal work hours, the City will only compensate employees as follows:

- a. for travel time that exceeds one (1) hour when no overnight stay is required; and
- b. for time actually spent in training required by the City.

Section 6 – Standby Duty

- a. Employees in the Distribution Department assigned standby duty shall receive two (2) hours pay at the applicable straight time rate if assigned standby duty during their normal work week and six (6) hours pay at the applicable straight time rate if assigned standby duty during their normal weekend or on a holiday.

- b. Section 2 – Employees in the Street Department shall receive an annual snow removal standby duty stipend of four hundred dollars (\$400) dollars payable the second pay of each January.

ARTICLE 5
OVERTIME AND COMPENSATORY TIME

Section 1 – Employees shall work such overtime as may be necessary to meet City requirements. Except for emergencies, employees will be given notice of scheduled overtime twenty-four (24) hours prior to scheduled overtime work. When it becomes necessary to work overtime, such overtime shall first be offered to bargaining unit member(s) who are at work and normally perform the work in question, prior to offering such work to non-bargaining unit member(s).

Section 2 – Employees shall be paid one and one-half (1½) times their regular rates of pay for all time worked after the regularly scheduled work day, which may consist of either eight (8), ten (10), or twelve (12) hours and/or forty (40) hours in a work week.

Section 3 – Compensatory Time – All employees may earn compensatory time off in lieu of monetary overtime compensation. Such compensatory time shall be calculated in the same fashion as overtime under Section 2 of this Article. The maximum number of hours of compensatory time an employee may use in one calendar year is eighty (80). All compensatory time hours to the employee's credit will be cashed out at the end of the calendar year and will be paid to the employee in the second pay in January.

Compensatory time shall be scheduled the same as vacation time and must be used in a minimum unit of one (1) hour, and then in one-half (½) hour increments thereafter. The City will honor requests for the use of compensatory time within a reasonable period of time after the request has been made, as long as the request does not unduly disrupt the normal operations of the department to which the employee is assigned or result in the payment of overtime. Upon the retirement or termination of an employee, all banked compensatory time shall be cashed out at the last hourly rate of pay. This Article will be administered in accordance with the FLSA.

Section 4 – There shall be no pyramiding of premium pay or compensatory time.

ARTICLE 6
PAY RATES

The pay grade ranges which shall be effective during the term of this Agreement are set forth in the attached Exhibit B which is made a part hereof. There shall be no reduction in rate of pay for any employee as long as he remains in his present class description.

ARTICLE 7
UPGRADE PAY

Section 1 – Certain employees covered by this Agreement may be eligible to be compensated for work performed in a classification other than the one in which they are currently classified. To qualify for such compensation employees must be assigned to work in the Power Plant Control Room. In addition, employees must be assigned by a representative of management and work a minimum of four (4) consecutive hours in a higher classification than that to which they are currently assigned. It is understood that for every hour so worked employees shall be paid their current hourly wage plus \$.50 per hour, or the minimum of the pay scale for the position to which they are assigned, whichever is higher.

Section 2 – Employees considered to be in training are exempted from the provisions of the previous section.

ARTICLE 8
CLOTHING

Section 1 – The City shall pay one-half (½) of the rent and cost of laundry service for employees work clothes for employees who use the service. The provision shall apply to eleven (11) uniforms only. Employees who utilize this service shall be limited to a choice of two types of uniforms. Said choice shall be mutually determined by the parties.

Section 2 – Selected employees shall be furnished gloves, boots, and raincoats for job use and the meter crew shall receive uniforms for job use.

Section 3 – Safety Glasses – The City shall pay for safety glasses for employees. Employees shall furnish to the City their prescription for safety glasses. Employees shall be entitled to new glasses when their prescription changes but not more than once per calendar year. Glasses broken during work hours shall be replaced by the City unless such breakage was due to the employee's negligence.

Section 4 – Upon the submission of medical evidence indicating the need for same, the City will allow an employee to purchase photo-gray optic (transition) lenses at the expense of the employee.

Section 5 – Tool Insurance and Reimbursement – In addition to all other compensation, individuals classified as mechanics shall receive, on receipt of verification, an allowance to cover the actual cost of insuring their personal tools, and will be reimbursed for personal tool purchases up to \$200.00 per year, with presentation of receipt of purchase.

Section 6 – Work Boot Allowance – In additional to all other compensation, individuals required to wear steel toe boots shall be reimbursed up to \$100 per calendar year for the purchase of steel toe boots, with presentation of receipt of purchase.

ARTICLE 9
MUTUAL AID

Section 1 – When mutual aid is requested from an AMP/APPA member, any employee serving on mutual aid will be paid two (2) times their hourly rate. Employees shall be paid a minimum of 8 hours per day while on assignments in communities outside of the State of Ohio. Hours will be limited to 16 hours per day while on assignment. Hours worked will include only hours spent traveling to and from community requesting aid, hours traveling to and from lodging and job assignment, and time performing job work duties. Hours do not include time sleeping or eating meals.

Section 2 – All employees responding to a request for mutual aid shall be deemed acting within the scope of their employment, at all times while engaged in such aid or traveling to or from the site of such aid, to the extent as if those employees were engaged in their normal duties.

ARTICLE 10

INSURANCE

Section 1 – Life Insurance – The City will provide group life insurance for full-time employees under age seventy (70) in the amount of one (1) times said employee’s base annual salary based on a 2,080 hour year. The City will provide group life insurance for full-time employee’s age seventy (70) and over in the amount of sixty-five percent (65%) of said employee’s hourly rate based on a 2,080 hour year. In addition, the City will provide accidental death and dismemberment insurance in an amount equal to the plan presently in effect.

Section 2 – Medical Insurance – The City will continue to provide medical, prescription, and ancillary coverage for full-time employees covered by this agreement. The Employer reserves the right to select carriers/providers and/or to otherwise determine the manner by which any and all coverage is to be provided.

Section 3 – Medical Insurance Benefit Levels and Premiums

- 1) 2019 – The City agrees to provide employees with hospitalization and medical service benefits at the same levels as 2018. The City will also make health savings account contributions at the same level as 2018.
- 2) 2020 – Should the City’s total negotiated cost of healthcare increase by an amount less than or equal to 6%, the City will provide hospitalization and medical service benefits at the same level as previous plan year, including the City’s HSA contribution. Should the increase be greater than 6%, the City will provide the Union with three (3) plan options that will bring the total increase for coverage under 6% over the previous year. The Union shall select one plan for all of its members. If the Union fails to choose an option within 14 days, the City shall select a plan benefit levels from one of the three (3) plans offered to the Union.
- 3) 2021 – Should the City’s total negotiated cost of healthcare increase by an amount less than or equal to 6%, the City will provide hospitalization and medical service benefits at the same level as previous plan year, including the City’s HSA contribution. Should the increase be greater than 6%, the City will provide the Union with three (3) plan options that will bring the total increase for coverage under 6% over the previous year. The Union shall select one plan for all of its members. If the Union fails to choose an option within 14 days, the City shall select a plan benefit levels from one of the three (3) plans offered to the Union.

Section 4 – Employee Premium Share

- a. 2019 – Employees shall pay 4% of the health insurance premium based on the employee’s enrollment.
- b. 2020 – Employees shall pay 6% of the health insurance premium based on the employee’s enrollment.

- c. 2021 – Employees shall pay 8% of the health insurance premium based on the employee’s enrollment.

Section 5 – Coverage Coordination – A bargaining unit member who is married to another City employee is only entitled to coverage under a single family policy from the Employer.

Section 6 – Dental Plan – The City will make available a group dental plan for employees covered by this Agreement. The plan shall be mutually agreeable to the City and the Union. Employees may opt out of the dental coverage once per plan year. The cost for the monthly premium during the life of this agreement shall be borne equally by the City and employees.

ARTICLE 11
PENSION PICK UP

Section 1 – Pension Pick-Up – The City agrees to “pick-up” the statutorily required contribution to the applicable pension fund by the salary reduction method that the individual employee has been paying pursuant to present Federal and Ohio laws. Allowing employees to contribute in this manner will result in a deferral of federal and state income taxes on a portion of their wages and a reduction in taxable income.

Section 2 – Procedure – The City will withhold the full amount of the statutorily required contributions by the salary reduction method from the gross pay of each person within the bargaining unit and will remit the payment to the Ohio Public Employment Retirement System (OPERS). No employee shall have the option of choosing to receive the statutorily required contribution directly instead of having it “picked up” and remitted in this manner. The City shall, in reporting and making remittance to the OPERS, report that the employee's contribution has been made by the salary reduction method as provided by statute. The gross wage or salary of the employee subject to the “pick up” provided by this section shall not change as a result of this “pick-up.”

ARTICLE 12
HOLIDAYS AND PERSONAL DAYS

Section 1 – All employees covered by this Agreement shall receive eight (8) hours of pay (ten (10) hours if assigned to a ten (10) hour shift) at their regular hourly rate for the following holidays, regardless of the day of the week on which the holiday falls. Employees must have worked their scheduled day before and after the holiday to be paid unless they are excused. For the purposes of this Article, an excused absence consists of verified illness, injury or death in the immediate family, jury duty, vacations or an absence approved by the City. Such excused absence must be documented.

Section 2 – For purpose of this Agreement, the holidays are:

New Years Day	Good Friday
Memorial Day	Fourth of July
Thanksgiving	Day after Thanksgiving
Day before Christmas	Christmas
Two Personal Days	Martin Luther King Day
Labor Day	

Section 3 – Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday, or on the following Monday, at the option of the City after consultation with the Union. This provision does not apply to employees who work a shift other than day shift and/or a schedule other than Monday through Friday, who shall observe the legal holiday on the day on which it falls.

Section 4 – If a holiday falls within an employees' vacation period, such day shall be counted as a holiday and not as a vacation day. If a holiday falls within a sick leave period, it will not be counted as a sick day.

Section 5 – Hours not worked on any holiday for which the employee is paid shall, if the holiday occurred on what would have been a regularly scheduled work day, be considered as hours of work in computing overtime under any provision of this agreement.

Section 6 – Employees who work on designated holidays shall be paid one and one-half times (1½) their regular rates of pay for the hours worked in addition to the regular holiday pay.

Section 7 – Personal day(s) shall be scheduled in advance and shall be approved by the employee's immediate supervisor.

ARTICLE 13
VACATION

Section 1 – Full-time employees shall have earned and will be due vacation leave with full pay according to the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation with Full Pay</u>
After 1 year	40
After 2 years	80
After 3 years	88
After 6 years	120
After 12 years	160
After 17 years	176
After 20 years	200

Section 2 – Notwithstanding Section 9.44 of the Ohio Revised Code, years of service shall include only continuous full-time service with the City of Orrville. Credit for years of service shall not be granted for employment with any other local or state subdivision in the State of Ohio. Years of service shall be computed on the basis of anniversary dates of employment and an employee shall not be entitled to vacation leave until earned.

Section 3 – Upon the death or retirement of full-time employees, said employee or said employee's estate will be entitled to vacation pay on a prorated basis to date of death or retirement.

ARTICLE 14
SICK LEAVE

Section 1 – An employee shall earn sick leave with pay on the basis of eight (8) hours for each calendar month of continuous service. Sick leave may be accumulated to a maximum of one thousand, four hundred forty (1440) hours. Employees hired after January 1, 2007, may accumulate up to a maximum of nine hundred sixty (960) hours of sick leave. Employees hired after January 1, 2019, may accumulate up to a maximum of four hundred eighty (480) hours of sick leave.

Section 2 – After an employee has accumulated at least 96 hours of sick leave, said employee is entitled to one (1) personal day (eight [8] or ten [10] hours as appropriate) for each consecutive four (4) month period when no sick leave is taken. Said four (4) month period is defined as January 1 through April 30, May 1 through August 31, and September 1 through December 31, each calendar year. In instances where an employee uses no sick leave in a calendar year, he/she is entitled to one (1) additional personal day that may be used as time off or may be converted to cash. An employee shall not earn any personal leave if his or her balance of accrued sick leave falls below ninety-six (96) hours and until such time as said balance equals or exceeds ninety-six (96) hours. Personal days may be accumulated to a maximum of eighty (80) hours. Any hours beyond eighty (80) will be forfeited.

Section 3 – Days off chargeable to sick leave shall be deducted from the total sick days accumulated at that time, which shall consist of either eight (8) hours, ten (10), or twelve (12) hours depending on the individual employee's normally scheduled shift.

Section 4 – Sick leave may be taken for the illness of the employee, the employee's spouse or the employee's minor or otherwise unemancipated children when needed to care for them. Sick leave may also be used to care for the employee's parents and adult children in cases of serious illness or hospitalization.

Section 5 – Employees who quit or are discharged shall not receive any compensation for any accumulated sick leave.

Section 6 – Upon the death of any full-time employee of the City, a lump-sum payment of that portion of unused sick leave which such employee has accumulated, up to a maximum of nine hundred sixty (960) hours, shall be paid to the surviving spouse, or if none, to the estate. Any full-time employee of the City, who is eligible for retirement according to the applicable state statutes or rules and regulations of the applicable State Retirement Board, and who does so retire shall be paid the accumulated sick leave to the employee's credit, not to exceed nine hundred sixty (960) hours accumulated sick leave in a lump-sum amount upon retirement. For employees hired after January 1, 2007, the maximum payment in case of death or retirement is eighty (80) percent of their accumulated sick leave at the time, subject to a maximum of seven hundred sixty-eight (768) hours. For employees hired after January 1, 2019, the maximum payment in case of death or retirement is eighty (80) percent of the accumulated sick leave at the time, subject to a maximum of three hundred eighty-four (384) hours.

Section 7 – Sick leave earned with another public agency or entity shall not be transferable to the City of Orrville.

ARTICLE 15
LEAVE DONATION

Section 1 – In the event of a catastrophic illness or injury to an employee or an employee’s immediate family member (herein defined as current spouse or an employee’s child, to include stepchild) said employee is eligible to receive donated leave. In order to be eligible to receive donated leave, the employee must have been absent for a period of at least thirty (30) consecutive calendar days and have exhausted all paid sick leave, vacation leave, compensatory time, or other available paid leave, and the employee’s absence must be the result of a catastrophic injury to or illness of the employee or a member of the employee’s immediate family.

Section 2 – The determination as to whether or not an injury or illness is “catastrophic” within the meaning of this Article shall be based on medical documentation in the custody of the Human Resources Manager who shall make such designation after receipt of an authorization from the employee.

Section 3 – The decision of individual employees whether or not to donate leave time to another employee per this Article is to be free and voluntary and no employee shall pressure or coerce any other employee, directly or indirectly to donate leave.

Section 4 – Employees may donate sick leave, vacation, personal leave or compensatory time to another employee. No employee shall donate more than forty (40) hours of leave to another employee in any one (1) calendar year and donated leave must be in minimum units of eight (8) hours. The donation of sick leave is subject to a maximum of sixteen (16) hours in a calendar year. An employee donating sick leave must have a minimum balance of two hundred forty (240) hours of sick leave after making a donation. No employee shall be eligible to receive more than three hundred sixty (360) hours of donated leave during the course of that employee’s service with the City of Orrville.

Section 5 – An employee (donor) proposing to donate leave time must have written authorization in the form of an agreement with the City in advance of donated leave to be used by another employee (donee-employee). Said agreement shall include both the identity of the proposed employee (donee-employee) and a statement that the donor-employee is forever waiving his or her right and claim to such leave. Upon receipt of the fully executed agreement by the City, such donated leave shall be credited to the leave balance of the donee-employee. The donee-employee may not use the donated leave to cover any absence prior to the City’s receipt of the fully executed agreement. Donated leave shall be credited and paid to the donee-employee in the order it is received, to the extent practical.

Section 6 – Approved donated leave shall be credited at a rate equal to the current hourly pay rate of the donor-employee or the donee-employee, whichever is less.

ARTICLE 16
FUNERAL LEAVE

Section 1 – In the event of a death in the employee’s immediate family (i.e. an employee’s current spouse, an employee’s parent, a parent of the current spouse, brother, sister, and child, to include stepchild), the employee may use accumulated sick leave as funeral leave for up to three (3) consecutive work days in order to attend the funeral or memorial service.

Section 2 – In the event of the death of the employee’s grandparent, spouses’ grandparent, grandchild, daughter-in-law, or son-in-law, the employee may use accumulated sick leave as funeral leave for up to two (2) consecutive work days in order to attend the funeral or memorial service.

Section 3 – Funeral leave of one (1) day may be granted in the case of the death of an employee’s brother-in-law or sister-in-law, and such funeral leave shall be deducted from accumulated sick leave.

Section 4 – Funeral pay as provided above shall consist of pay for any regularly scheduled shift the day(s) the employee is excused. The rate of pay will be the straight time hourly rate of the employee for days he would have worked during his normal workweek.

Section 5 – Additional funeral leave may be granted without pay at the discretion of the appropriate director. Such additional leave shall not be deducted from accumulated sick leave.

Section 6 – An employee who attends a funeral as defined above, shall not have such time off count against said employee for the purpose of earning a personal day as specified in Article 14, Section 2, provided documentation acceptable to the City of said funeral is presented to the City on the employee’s first day back to work after funeral leave.

ARTICLE 17
JURY DUTY

Section 1 – An employee who is called for jury duty and serves as a juror on a regularly scheduled working day or days shall receive their regular rates of pay not exceeding eight (8), ten (10), or twelve (12) hours per day (depending on employee’s normally scheduled shift), provided the pay for such services is given to the City along with a copy of the summons to serve as a juror. In addition, the employee shall provide the City with an affidavit of attendance for each day the employee serves as a juror. Any employee who is called for jury duty and who is released from service shall return to work within a reasonable amount of time upon being released from service for the day.

Section 2 – An employee shall be similarly paid for time lost from work (not to exceed the actual time lost from work or a maximum of four [4] hours) because of being called to determine his qualifications for jury duty.

ARTICLE 18
LEAVES OF ABSENCE

Section 1 – With the consent of the Civil Service Commission, and at the discretion of the City, an employee may be granted a leave of absence for a period of time not to exceed one (1) year, and upon the expiration of such leave the employee shall be reinstated to his position. The leave of absence shall be without pay; however, the employee may exhaust paid vacation, personal, compensatory and sick leave during the leave of absence.

Section 2 – Whenever possible the employee’s request for a leave of absence shall be submitted to the City and Civil Service Commission thirty (30) days prior to the desired commencement date.

Section 3 – Any employee on an authorized leave of absence does not accrue sick leave or vacation leave. Time spent on an authorized leave of absence shall be considered for seniority purposes.

Section 4 – Employees on a leave of absence may be laid off as any other employee and retain only those rights as would any other laid off employee.

ARTICLE 19
MANAGEMENT RIGHTS

Section 1 – It is agreed the City shall retain the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit;
10. Ensure a full day's work for a fair day's wages;
11. Require employees to observe reasonable City rules and regulations presently in effect and/or to be put in effect, provided that the exercise of these rights, powers, and privileges and authority shall not be in violation with this Agreement.

Section 2 – Failure of the City to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said right or of the City's right to exercise said rights in some other manner not in conflict with the terms of this agreement.

ARTICLE 20
CONTRACT WORK

The City shall have the right to contract work out at the power plant, provided it does not cause a layoff from work or prevent a recall of a member of the bargaining unit, and provided it is not reasonable or practical to have bargaining unit employees perform the work. Where feasible, the City will endeavor to continue to give its employees at the power plant available work at the power plant rather than contract it out. The City retains exclusive right to contract work out as it pertains to City operations not included herein.

ARTICLE 21
PROBATION, PROMOTION, SENIORITY, TRANSFERS AND LAYOFF

Section 1 – Probation

- a. **Initial Hire** – All newly hired employees shall have a probationary period of one hundred eighty (180) days commencing on the date of hire. Probationary periods may be extended in instances where an employee is off work due to illness or other reason by an amount of time equivalent to the time he/she was off.
- b. **Promotional Probation** – All promoted and transferred employees shall serve a one hundred eighty (180) day probationary period. If an employee does not successfully complete his probationary period, he is to be returned to his previous classification/position if it continues to exist, and to any position for which he qualifies should the position not exist. Any employee displaced by the return shall be treated as if he was placed on layoff.
- c. **Demotion During Probation** – Demotions of newly promoted employees who do not successfully complete their probation period are not subject to the grievance procedure or any other avenue of appeal.

Section 2 – Promotions – Except as provided for in this Article, all promotions, transfers, and temporary appointments will be made in accordance with Municipal Civil Service Rules and Regulations as amended from time to time. Seniority will be determinative where other qualifications are substantially equal.

Section 3 – Seniority

- a. **Definition** – Seniority shall be defined as an employee’s continuous, uninterrupted length of full-time service with the City of Orrville. A newly hired probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.
- b. **Termination of Seniority** – An employee’s seniority shall be terminated when one or more of the following occur: 1) he resigns; 2) he is discharged for just cause; 3) he is laid off for a period of time exceeding twelve (12) months; 4) he retires; 5) he refuses recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Section 4 – Transfers – In the case of a pending layoff, an employee may be transferred without regard to Civil Service Rules and Regulations to a vacant position in the classified or unclassified service of the City of Orrville with a pay grade of equal or lesser value, provided the individual has the skills and abilities to perform the essential functions of the position.

Section 5 – Layoffs

- a. Layoffs – Whenever it becomes necessary to lay employees off because of a lack of work or funds, reorganization, a material change in duties, or the abolishment of positions, the appointing authority shall determine in which classification(s) the layoff will occur and the number of employees to be laid off. All layoffs shall be in reverse order of seniority as defined in Section 3 of this Article. The order of layoff shall be as follows: seasonal employees, student employees, temporary employees, part-time employees, provisional employees, laborers, full-time probationary employees and full-time employees. Employees in the category at the beginning of the list are to be laid off first and no employees from the next category can be laid off until all employees in the previous categories have been laid off.

For the purpose of this Article, employees serving a probationary period in a new classification as a result of a promotion shall not be deemed probationary employees and shall be treated the same as other employees in that classification.

- b. Notice – Each employee to be laid off shall be given advance written notice of the layoff by the appointing authority. The written notice shall be either hand delivered or sent via certified mail to the employee fourteen (14) calendar days prior to the layoff. Such notice shall contain the reason for layoff, the effective date, the employee’s seniority, and the right to reemployment.
- c. Re-call rights – Each laid off employee shall be eligible for recall based on Civil Service Commission Rules and Regulations in effect at the time.
- d. Bumping Procedure – Bumping shall be by seniority as defined in Section 3 of this Article. An employee to be laid off may bump an employee in the same, or a lower classification within the same classification series, an employee in a classification considered to be similar, or a classification for which the employee possesses the documented knowledge, skills and abilities as described in the appropriate classification description and who also can perform the essential functions of the position, with a lesser amount of seniority. An employee who exercises his bumping rights into a similar classification or a classification for which he possesses the knowledge, skills and abilities required to perform the essential functions of the position shall be placed on probation for one hundred eighty (180) days in order to determine their ability to meet the requirements of the new position. If the employee does not successfully complete the probationary period, he may continue to exercise his bumping rights per this Article. The order of bumping shall be first by department, then division (City or Utilities), and finally City-wide. The bumping employee shall receive his current hourly rate of pay or the top of the scale for the new position, whichever is less.

Section 6 – Temporary Transfer – Employees covered by this agreement are subject to a temporary transfer to a different classification as long as the employee possesses the requisite knowledge and skill to safely provide temporary assistance in the classification to which

temporarily assigned. The skills and requisite knowledge shall be determined by the appropriate Appointing Authority. Temporary transfers may be made during periods of lack of work, heavy workload, or when the City determines that a transfer is likely to improve the efficiency and effectiveness of its operations.

The City will determine the department and classification from which the temporary transfer is to be made. The transfer will be first offered to the qualified/skilled employee with the most seniority, as defined by this agreement. An employee has the right to decline the transfer, however, at which time the next senior qualified/skilled employee will be offered the transfer. In the event the position is not filled by a volunteer, the qualified/skilled employee with the least seniority in the lowest selected classification in the designated department will be transferred.

Individual temporary transfers shall not exceed one hundred-twenty (120) calendar days, unless the transferred employee agrees to extend the transfer. If the transferred employee does not desire to extend the transfer period, the qualified/skilled employee with the next least seniority in the lowest selected classification in the designated department will be transferred. In no instance will the City use temporary transfer for a single period greater than 1 calendar year,

The City shall first notify the employee and the Union seven (7) days prior to a transfer, (two (2) days if the employee agrees) except in cases of an emergency, that a transfer is necessary, the reason for the transfer, and the approximate length of time the transfer shall last.

It is understood that during a temporary transfer employees shall not receive a decrease in compensation even if working in a lower classification. In addition, in the case of a transfer to a higher classification, employees shall be paid their current hourly wage plus \$0.75 per hour, or the minimum of the pay scale for the position to which they are assigned, whichever is higher.

ARTICLE 22
FITNESS FOR DUTY

Section 1 – Employer Required Examination – Should the Employer have a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer’s expense.

Section 2 – If the employee so requests, the City's doctor will confer with the employee's doctor regarding the employee's mental and/or physical fitness for his job. If the City's doctor and the employee's doctor disagree, the dispute may be referred to a medical clinic or neutral doctor selected by the City and the Union for final determination of whether the employee is fit for his job. The fees of the neutral party shall be borne equally by the City and the Union; the City shall pay the fees of its doctor and the employee shall pay the fees of his doctor.

ARTICLE 23
WORK RULES

Section 1 – The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer’s services and programs.

Section 2 – Notification/Posting. At least ten (10) days prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union. If requested the City will meet with the Union to discuss the matter prior to the date of implementation. Except in cases of emergency, revisions to work rules, policies and procedures shall be subject to the above notification period and will be posted five (5) calendar days in advance of their effective date.

Section 3 – The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 24
DISCIPLINARY PROCEDURES

Section 1 – The Employer may take disciplinary action against any non-probationary employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Oral Warning
2. Written reprimand
3. Suspension of record (i.e., paper suspension)
4. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
5. Reduction in pay or position.
6. Discharge

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

Section 2 – Grounds for Discipline – Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

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

Section 4 – Pre-disciplinary Conference. – Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify the employee and the Union President in writing at least seventy-two (72) hours in advance of the hearing of the charges against the employee, what form of discipline may be imposed, and the date and time of the hearing

The employee may be accompanied by a Union steward, officer, or attorney during the disciplinary hearing. Prior to the time of the hearing, the employee may waive their right to the disciplinary hearing in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present his/her response.

Section 5 – Discipline Records – In imposing discipline on bargaining unit employees, the City will not rely upon previous discipline that is more than two (2) years old, unless a suspension was involved. In the event that a prior discipline involved a suspension, the City may rely upon that discipline in imposing future discipline for a period of up to, but not exceeding four (4) years.

ARTICLE 25
SHIFT BIDDING

Section 1 – Employees in the Water and Wastewater Utility shall be permitted on an annual basis, as established by the Superintendent of the department, to exercise their seniority as defined by this agreement for shift preference and “bid” on shifts for a twelve (12) month period of time. In order to “bid” on a shift, the employee must possess the appropriate license and or certification required for the classification. An employee’s request to work a specific shift pursuant to this Article shall not be denied for arbitrary or capricious reasons.

Section 2 – The Superintendent of the department retains the exclusive right to place an employee on an appropriate shift in cases where it is necessary to meet the requirements and or needs of the department and/or for purposes of training, to accommodate a request for paid leave, or to improve an individual employee’s performance that does not meet expectations in accordance with his most recent performance appraisal.

ARTICLE 26
LABOR/MANAGEMENT MEETINGS

Section 1 – During the term of this Agreement, the City and the Union agree to participate in a Labor/Management Committee that will be comprised of the Union’s officers, the Directors and the Human Resource Manager. It shall meet to discuss any problems that may arise. The Union will notify the City, in writing, of the names of the Union officers any time a change is made.

Section 2 – Any issues either the City or the Union desires to discuss at any Labor/Management Committee meeting must be submitted in writing no less than 2 weeks prior to the next scheduled meeting to the Human Resources Manager (by the Union) or the Union President (by the City). Meetings are to be held the first Tuesday of January, April, July, and October, unless there are no issues to be discussed.

ARTICLE 27
UNION REPRESENTATIVES

Section 1 – The City recognizes the right of the Union to elect or otherwise designate a committee to administer this Agreement. Such committee shall not exceed seven (7) employees.

Section 2 – The authority of each Union representative designated in accordance with the preceding Section shall be limited to and shall not exceed the investigation and presentation of grievances to the City or the designated City representative in accordance with the provisions of this Agreement.

Section 3 – The Union shall keep the City informed at all times in writing of the employees serving under the above Section 1.

Section 4 – In no event shall a Union representative leave his job or contact another employee during working hours without the prior express approval of his foreman and the foreman in affected departments, which approval will not unreasonably be withheld.

Section 5 – The City will reimburse Union representatives for time spent during their regular working hours in the performance of their recognized activities under the above Section 2 only where such activity involves the participation of representatives of the City in meetings with a foreman or other management representatives in the grievance procedure. In no event will the City reimburse Union representatives for time lost from their regular hours of employment resulting from the attendance at Union meetings not involving members of management, arbitration hearings, or negotiating meetings.

Section 6 – The City and the Union will schedule negotiating meetings for a successor contract at mutually convenient times. The City will pay up to three (3) employee negotiating team members any straight time pay lost from their regular work schedule for attendance in negotiations.

Section 7 – Upon request by the employee, the City will allow an employee to have the presence and advice of a Union representative at any hearing or meeting where a formal disciplinary action can be anticipated as a result of said meeting, or where formal disciplinary action which involves a written warning (or oral warnings which are placed in the file), suspension, demotion or dismissal is to be issued. Failure to allow for representation upon the employee's request shall preclude the City from taking disciplinary action or invalidates any action taken.

ARTICLE 28
GRIEVANCE AND ARBITRATION

Section 1 – Definition – A grievance is hereby defined as a claimed violation of the right of employees or the Union as established by this Agreement or by the application of the policies of the City set forth in the policy manual, as amended from time-to-time.

Section 2 – Grievance Processing – The Union or any member of the bargaining unit shall have the right to present his grievance in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination or reprisal. Each enumerated step provided for herein shall be exhausted before going to the next enumerated step.

In cases where it is unclear whether a claimed violation of this agreement may be appealed to the Civil Service Commission, a jurisdictional determination may be made by the Commission before being processed as a grievance. In order to preserve the time frames as provided for in this Article while said jurisdictional issue is being decided, a grievance may be filed by notifying the Human Resources Manager in writing in order to notify him of the jurisdictional question. While the jurisdictional issue is being decided, all time requirements in regards to this grievance procedure are frozen. Within seven (7) calendar days after the Commission makes its determination and renders a decision, the employee and/or the Union shall choose which route to utilize to pursue the matter by notifying the Human Resources Manager of its decision.

A grievance that arises between the City and the Union where the immediate supervisor was not involved in the instance giving rise to the grievance may be initiated at Step 2. A grievance contesting a discharge may be initiated at Step 3.

Step 1 By conference between the employee involved and his immediate supervisor no more than ten (10) calendar days after the time the employee knew or should have known of the occurrence giving rise to the grievance. Should no agreement be reached as a result of this conference, then:

Step 2 Within ten (10) calendar days thereafter, the employee or his steward must request a meeting between the employee and his Union representative and the employee and the employee's immediate supervisor and his immediate supervisor. If an agreement as to the resolution of the grievance is not reached within seven (7) calendar days after the meeting provided for in this step, the grievance shall be reduced to writing, dated and signed by the grieving employee and two copies thereof shall be presented to the Human Resources Manager and one copy to the Union. Said writing shall reference the Step 1 and Step 2 meetings, stating the date and times the parties discussed the matter and shall also specifically reference the section or sections of this Agreement claimed to be violated, or the appropriate policy as set forth in the City of Orrville Policy Booklet claimed to have been misapplied. Such failure shall not invalidate the grievance, but the Human Resources Manager may return the grievance to the employee

who shall have seven (7) calendar days to resubmit the grievance with the appropriate section(s) or policies so referenced. Failure to resubmit the grievance within such time period shall invalidate the grievance.

Step 3 As soon after receipt of the written grievance as practical, the Human Resources Manager shall schedule a meeting, not more than once per month, between the Union grievance committee (not to exceed three [3] in number) and the City representatives (not to exceed three [3] in number). The parties have fourteen (14) calendar days to reach an agreement following the Step 3 meeting.

Step 4 Arbitration – If a grievance shall not have been settled through the foregoing procedure, then the Union may, within thirty (30) calendar days after the Step 3 decision, refer the matter to arbitration by giving the City notice of its desire to submit the grievance to arbitration. Failure to request arbitration in writing within the thirty (30) calendar day time frame and obtain a panel of arbitrators shall result in dismissal of the grievance.

The parties shall pick an arbitrator who is mutually agreeable from a panel or panels from the Federal Mediation and Conciliation Service. Upon request for arbitration, an arbitrator shall be picked through alternate strike, with the Union having the first strike.

The Arbitrator shall fix a time and place in Wayne County, Ohio, for a hearing upon reasonable notice to each party. After such hearing, the arbitrator shall render a decision within thirty (30) days or as soon thereafter as possible. Such decision shall be binding on both parties and the employee or employees. The Arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement or which is in violation of applicable federal, state or local law. The decision shall be confined to the meaning of the contract provision or application of the policy manual that gave rise to the dispute.

The parties to the arbitration shall bear equally the expense of the Arbitrator and the rental, if any, of the place of arbitration. All other expenses attendant to arbitration will be borne by the parties incurring them, including the expense of any witnesses called by such party.

Section 3 – Civil Service Commission Jurisdiction – If an employee or the Union opt to pursue a grievance under this Article, said action expressly waives any rights that the individual and/or the Union may have to proceed with the same dispute under the jurisdiction of the Municipal Civil Service Commission of the City of Orrville.

In instances where there is a question as to whether the Civil Service Commission has jurisdiction over the issue, a jurisdictional determination may be made prior to determining a course of action. In this instance, the sole function of the Commission is confined to the issue of jurisdiction and not the merits of the case.

Section 4 - Miscellaneous

1. In the event the City representatives and the Union arrive at an agreement as to the disposition to be made on any matter, such agreement shall be binding upon the City, the Union and the employee or employees involved.
2. All time limits for the processing of grievances, up to and including the actual appeal in writing to arbitration, shall be deemed mandatory requirements and the failure to comply with such specified time limits shall cause the grievance to be barred and considered completely disposed of from the standpoint of the City, the Union and the employee or employees involved.

ARTICLE 29
STRIKES

The Union shall not cause a strike nor shall any employee or employees take part in a strike or any other interference with or stoppage of work. The Union agrees to take reasonable steps to fully support the City in maintaining operations. Any employee or group of employees violating this section shall be subject to disciplinary action, including discharge, by the City and only the question of whether or not he did, in fact, participate in or promote such action shall be subject to the grievance procedure. The City will not cause a lockout for any purpose during the term of this Agreement.

ARTICLE 30
SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Should this occur, within thirty (30) calendar days the City and the UCW representatives will meet for the purpose of discussing a mutually satisfactory replacement for such provisions. In the event that the parties are unable to agree, either party shall have the ability to file for negotiations over the invalidated matter only under R.C. 4117.

ARTICLE 31
HEADINGS

Headings of the Articles are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, apply or aid in the interpretations, construction or meaning of the provision of this contract.

ARTICLE 32
ABROGATION OF STATUTORY PROVISIONS

It is expressly understood and agreed upon by the parties that where explicitly addressed by an article in this Agreement, this Agreement's provisions shall supersede any conflicting provisions contained in:

1. Sections 9.44, 124.01 through 124.56, 325.19, and 4111.03 of the Ohio Revised Code;
2. Ohio Administrative Code Chapters 123 and 124;
3. Local City of Orrville Ordinances; and
4. The City of Orrville Civil Service Regulations, Rule I through Rule XIII.

The Articles in this Agreement that specifically and explicitly supersede the corresponding section(s) of the Ohio Revised Code, Ohio Administrative Code and/or the City of Orrville Municipal Civil Service Rules and Regulations include but are not limited to:

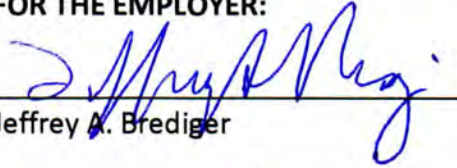
Article 10 – Insurance
Article 12 – Holidays and Personal Days
Article 13 – Vacation
Article 14 – Sick Leave
Article 15 – Leave Donation
Article 16 – Funeral Leave
Article 17 – Jury Duty
Article 21, Section 1 – Probation
Article 21, Section 3 – Seniority
Article 21, Section 4 – Transfers
Article 21, Section 5 – Layoffs
Article 21, Section 6 – Temporary Transfer

Notwithstanding the other terms of this Article, specific City of Orrville Ordinances that only address policy issues, where such policy does not conflict with an express provision of this Agreement and/or the City of Orrville Policy Book shall continue to apply to bargaining unit employees.

SIGNATURE PAGE

This Agreement is hereby executed by the parties on the 28th of December, 2018, in duplicate, each of which shall constitute an original.

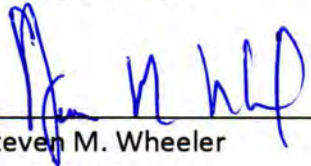
FOR THE EMPLOYER:



Jeffrey A. Brediger



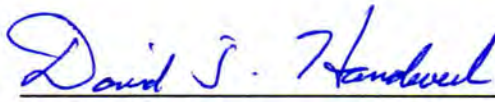
Janet L. Strimlan



Steven M. Wheeler

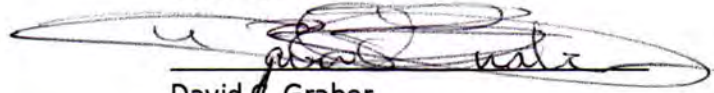


Philip C. McFarren

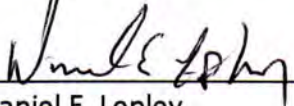


David T. Handwerk

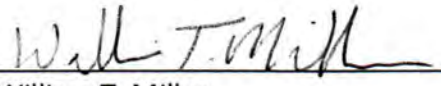
FOR THE UNION



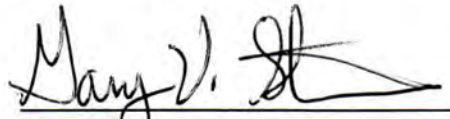
David C. Graber



Daniel E. Lepley




William T. Miller



Gary V. Steiner

APPROVED AS TO FORM:



Cheryl M. Kirkbride, Law Director

EXHIBIT A
CLASSIFICATIONS IN THE BARGAINING UNIT

Account Clerk I
Account Clerk II
Custodian
Customer Service Representative
Electronic Technician I
Electronic Technician II
Electronic Technician III
Laborer
Lab Technician
Line Worker I
Line Worker II
Line Worker III
Mechanic
Meter Reader
Motor Equipment Operator
Power Plant Technician 1
Power Plant Technician 2
Power Plant Technician 3
Public Service Worker I
Public Service Worker II
Supply and Toolroom Attendant
Utilities Electronic Technician I
Utilities Electronic Technician II
Utilities Electronic Technician III
Utilities Maintenance Worker I
Utilities Maintenance Worker II
Utilities Maintenance Worker III
Utility Worker
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Water Plant Operator Water I
Water Plant Operator Water II
Water Quality Coordinator

EXHIBIT B
PAY RANGE BY TITLE AND GENERAL WAGE INCREASES

Section 1 – Pay Ranges – Effective January 1, 2019, the pay ranges for bargaining unit positions shall be as follows:

Account Clerk I (Grade 100)	\$17.38 - \$21.72
Account Clerk II (Grade 102)	\$19.61 - \$24.50
Custodian (Grade 100)	\$17.38 - \$21.72
Customer Service Rep. (102)	\$19.61 - \$24.50
Electronic Technician I (102)	\$19.61 - \$24.50
Electronic Technician II (Grade 105)	\$23.53 - \$29.40
Electronic Technician III (Grade 107)	\$25.85 - \$32.31
Laborer (Grade 100)	\$17.38 - \$21.72
Lab Technician (Grade 104)	\$22.15 - \$27.70
Line Worker I (Grade 104)	\$22.15 - \$27.70
Line Worker II (Grade 106)	\$24.99 - \$31.26
Line Worker III (Grade 108)	\$28.20 - \$35.26
Mechanic (Grade 106)	\$24.99 - \$31.26
Meter Reader (Grade 104)	\$22.15 - \$27.70
Motor Equipment Operator (Grade 106)	\$24.99 - \$31.26
Power Plant Technician 1 (Grade 104)	\$22.15 - \$27.70
Power Plant Technician 2 (Grade 106)	\$24.99 - \$31.26
Power Plant Technician 3 (Grade 108)	\$28.20 - \$35.26
Public Service Worker I (Grade 104)	\$22.15 - \$27.70
Public Service Worker II (Grade 106)	\$24.99 - \$31.26
Supply and Tool Room Attendant (Grade 104)	\$22.15 - \$27.70
Utilities Electronic Tech. I (Grade 104)	\$22.15 - \$27.70
Utilities Electronic Tech. II (Grade 106)	\$24.99 - \$31.26
Utilities Electronic Tech. III (Grade 108)	\$28.20 - \$35.26
Utilities Maintenance Worker I (Grade 104)	\$22.15 - \$27.70
Utilities Maintenance Worker II (Grade 106)	\$24.99 - \$31.26
Utilities Maintenance Worker III (Grade 108)	\$28.20 - \$35.26
Utility Worker (Grade 102)	\$19.61 - \$24.50
Wastewater Treatment Plant Operator I (Grade 104)	\$22.15 - \$27.70
Wastewater Treatment Plant Operator II (Grade 106)	\$24.99 - \$31.26
Water Plant Operator I (Grade 104)	\$22.15 - \$27.70
Water Plant Operator II (Grade 106)	\$24.99 - \$31.26
Water Plant Operator III (Grade 108)	\$28.20 - \$35.26
Water Quality Coordinator (Grade 106)	\$24.99 - \$31.26

Section 2 – General Wage Increases – Employees covered by this agreement shall receive wage increases as described herein. Effective January 1 of each year of this agreement, an employee whose performance met expectations on his last evaluation, shall receive an increase in pay in accordance with this agreement and the above pay grade maximums. It is understood that all

increases are based on satisfactory performance. An employee whose evaluation is less than satisfactory shall not receive an increase in compensation. However, it is agreed that a special second chance evaluation shall be completed should performance on the regular evaluation be rated less than satisfactory. Second chance evaluations shall be completed approximately one hundred twenty (120) days after the employee's anniversary or seniority date, whichever is appropriate. If the employee's performance improves during this one hundred twenty (120) day period to the point that it is considered satisfactory on the second chance evaluation, the appropriate increase shall become effective as of the first pay period following the completion of the one hundred twenty (120) day period. Should the second chance evaluation not be at a level considered satisfactory, no increase shall be received until the employee's next regular evaluation is considered to be satisfactory.

Effective January 1, 2019, the pay grades in effect on January 1, 2018, shall be increased by two and three quarters percent (2.75%).

Effective January 1, 2020, the pay grades in effect on January 1, 2019, shall be increased by two and three quarters percent (2.75%).

Effective January 1, 2021, the pay grades in effect on January 1, 2020, shall be increased by two and three quarters percent (2.75%).

EXHIBIT C
SIX STEP WAGE PROGRESSION

Section 1 – Pay Grade 100

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$17.38	\$17.86	\$18.35
Step 1	\$18.09	\$18.59	\$19.10
Step 2	\$18.80	\$19.32	\$19.85
Step 3	\$19.53	\$20.07	\$20.62
Step 4	\$20.25	\$20.81	\$21.38
Step 5	\$20.99	\$21.57	\$22.16
Step 6	\$21.72	\$22.32	\$22.93

Section 2 – Pay Grade 102

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$19.61	\$20.15	\$20.70
Step 1	\$20.41	\$20.97	\$21.55
Step 2	\$21.24	\$21.82	\$22.42
Step 3	\$22.05	\$22.66	\$23.28
Step 4	\$22.88	\$23.51	\$24.16
Step 5	\$23.66	\$24.31	\$24.98
Step 6	\$24.50	\$25.17	\$25.86

Section 3 – Pay Grade 104

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$22.15	\$22.76	\$23.39
Step 1	\$23.08	\$23.71	\$24.36
Step 2	\$23.98	\$24.64	\$25.32
Step 3	\$24.93	\$25.62	\$26.32
Step 4	\$25.81	\$26.52	\$27.25
Step 5	\$26.76	\$27.50	\$28.26
Step 6	\$27.70	\$28.46	\$29.24

Section 4 – Pay Grade 105

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$23.53	\$24.18	\$24.84
Step 1	\$24.50	\$25.17	\$25.86
Step 2	\$25.47	\$26.17	\$26.89
Step 3	\$26.43	\$27.16	\$27.91
Step 4	\$27.41	\$28.16	\$28.93
Step 5	\$28.42	\$29.20	\$30.00
Step 6	\$29.40	\$30.21	\$31.04

Section 5 – Pay Grade 106

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$24.99	\$25.68	\$26.39
Step 1	\$26.03	\$26.75	\$27.49
Step 2	\$27.05	\$27.79	\$28.55
Step 3	\$28.11	\$28.88	\$29.67
Step 4	\$29.15	\$29.95	\$30.77
Step 5	\$30.20	\$31.03	\$31.88
Step 6	\$31.26	\$32.12	\$33.00

Section 6 – Pay Grade 107

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$25.85	\$26.56	\$27.29
Step 1	\$26.92	\$27.66	\$28.42
Step 2	\$28.00	\$28.77	\$29.56
Step 3	\$29.08	\$29.88	\$30.70
Step 4	\$30.16	\$30.99	\$31.84
Step 5	\$31.26	\$32.12	\$33.00
Step 6	\$32.31	\$33.20	\$34.11

Section 7 – Pay Grade 108

	<u>2019</u>	<u>2020</u>	<u>2021</u>
Base	\$28.20	\$28.98	\$29.78
Step 1	\$29.38	\$30.19	\$31.02
Step 2	\$30.54	\$31.38	\$32.24
Step 3	\$31.75	\$32.62	\$33.52
Step 4	\$32.89	\$33.79	\$34.72
Step 5	\$34.09	\$35.03	\$35.99
Step 6	\$35.26	\$36.23	\$37.23

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the City of Orrville (hereinafter “the City”) and the United City Workers (hereinafter “the UCW”).

WHEREAS, the City and the UCW are parties to a collective bargaining agreement, and;

WHEREAS, the UCW represents the City’s full-time employees in the Department of Safety and Service, Finance Department and Department of Public Utilities (hereinafter “bargaining unit employees”); and

WHEREAS, the City has and shall retain and reserve the exclusive right to determine when overtime shall be worked and shall schedule bargaining unit employees to perform such work when required, or require employees to work in emergency situations as the circumstances dictate; and

WHEREAS, the City and UCW have reached an agreement as to the resolution of a grievance in regards to granting of overtime work to employees in a department other than to which they are regularly assigned, and hereby desires to restate and amend the resolution to the grievance as follows:

In instances where work is scheduled in advance (ten [10] or more calendar days) and it is anticipated that the work will result in overtime for bargaining unit employees, the City will first offer such overtime work to employees within the department who normally perform the duties in question. If there is not a sufficient number of employees within the department to perform the work, the Superintendent or his designate will ask for volunteers to work overtime and post such overtime work in departments where employees are qualified to perform the duties in question. Volunteers will be accepted for work on a first come first served basis. For example, if three (3) individuals are required, the first three (3) that volunteer will be scheduled to work. It is understood that once an individual has been scheduled to work he has made a commitment and any failure to report for work as scheduled will result in an occurrence under the City’s Absence Control Policy. It is further understood that should an emergency arise and the scheduled day be extended beyond the time frame originally agreed to, said employee shall remain at the job site until the work is completed absent any extenuating or emergency circumstance on the part of the employee.

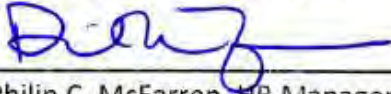
It is further understood that the aforementioned procedure shall not apply in an emergency situation wherein the work has not been scheduled in advance as described above. In this instance the Superintendent and/or his designate retains the right to require the employees on site or in their department to complete the emergency work.

It is agreed to and understood that the overtime resulting from scheduled overtime worked outside the employee’s department is not subject to any overtime equalization as may be otherwise agreed to by the parties to this agreement.

The classifications eligible to work according to this resolution include Laborer and Utility Worker that would normally perform the duties in question or have had prior training in the work being performed.

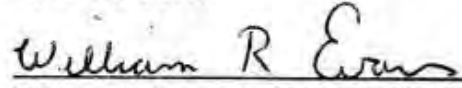
Dated this 15th day of January, 2016:

FOR THE CITY OF ORRVILLE:



Philip C. McFarren, HR Manager

FOR THE UCW:



William R. Evans, U.C.W. President

LETTER OF AGREEMENT - 2

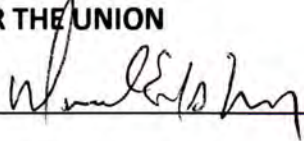
All members of the UCW will receive a one-time lump sum payment of seven hundred fifty dollars (\$750) to be paid the second pay period in January, 2019. This agreement will expire upon the payment of said lump sum.

FOR THE CITY



DATE 11/14/2018

FOR THE UNION



DATE 11/14/18