



East Liverpool – USW Local Union #00333M-01 Dispatchers CBA – Final - 1-31-2022

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AGREEMENT BETWEEN

THE CITY OF EAST LIVERPOOL, OHIO

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, ON BEHALF OF LOCAL
UNION #00333M-01 - DISPATCHERS

January 1, 2022 through December 31, 2024

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1 **PREAMBLE**

2 The intent and purpose of this Agreement is to maintain and further harmonious labor relations
3 upon a constructive and sound foundation. This foundation has as its cornerstone the acceptance
4 and recognition of the obligation and rights of both parties. The foundation embraces a true spirit
5 of full cooperation with the parties working together so that full and prosperous employment can
6 continue, and from which will emanate a healthy and prosperous city.

7
8 **AGREEMENT**

9 This Agreement is between the City of East Liverpool, Ohio, hereinafter “City” or “Employer”
10 and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and
11 Service Workers International Union, on behalf of Local Union #00333M-01, hereinafter The
12 “Union.”

13
14 The City and Union agree that they are authorized to negotiate this contract on their own behalf
15 and on the behalf of the City signatory hereto, and on behalf of the dispatchers of this City, and
16 each party to this contract agrees to comply with all of the terms and provisions of this Agreement
17 during the life thereof.

18
19 The City and Union acknowledge that this Agreement has been reached as a result of collective
20 bargaining in good faith, and that this Agreement, along with the schedule of wage rates, embodies
21 the complete and final understanding reached by the parties as to wages, hours, and all other items
22 and conditions of employment of all employees covered by this Agreement.

23
24 **ARTICLE 1**
25 **DEFINITIONS**

- 26 A. “Employer” or “City” shall mean the City of East Liverpool, Ohio.
27
28 B. “Union” shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing,
29 Energy, Allied Industrial and Service Workers International Union, on behalf of Local
30 Union #00333M-01, who may sometimes hereinafter be referred to as the “Union.”
31
32 C. “Employee” means and includes all dispatchers for the City of East Liverpool, Ohio.
33
34

35 **ARTICLE 2**
36 **RECOGNITION**

37 **Section 2.1 Bargaining Unit** The Employer recognizes the Union as the sole and exclusive
38 bargaining agent for all dispatchers of the Employer.
39

40 **Section 2.2 Recognition** The Employer further agrees that it will recognize and will not interfere
41 with the rights of its employees to become members of the Union, and that there shall be no

1 discrimination, interference, restraint, or coercion by the Employer or any of its agents against any
2 member because of membership in the Union. The Union agrees not to interfere with the rights of
3 employees to refrain or resign from membership in the Union, and there shall be no discrimination,
4 interference, restrain or coercion by the Union or its representatives against any employee
5 exercising the right to abstain from membership in the Union or involvement in Union activities.
6

7 **Section 3.** The Law Director's Office recognized the Union as the collective bargaining agent in
8 his May 20, 1987, letter to the Union.
9

10 **ARTICLE 3**
11 **UNION MEMBERSHIP**

12
13 **Section 3.1 New Hire Notification** The Employer shall notify each new employee at the time of
14 hire of his or her right to join or not join the Union as he or she so desires.
15

16 **Section 3.2 Compliance with State and Federal Law** It is the intent of the parties that this
17 article complies with state and federal law, where required, that are currently in existence or
18 developed in the future.
19

20 **Section 3.3 Indemnity** The Union hereby agrees to hold the Employer harmless from any and all
21 liabilities or damages which may arise from the performance of its obligations under this article,
22 and the Union shall indemnify the Employer for any such liabilities or damages that may arise.
23

24 **ARTICLE 4**
25 **DUES CHECK OFF**

26 **Section 4.1 Payroll Deduction of Union Dues** The City will respect individual written
27 authorization by employees to deduct from their wages or salaries such amounts as they have
28 agreed to as regular Union dues and transmit such sums to the Treasurer of the Union. Likewise,
29 the City will respect individual written requests for withdrawals from payroll deduction of Union
30 dues upon written request from individual employees of the Union.
31

32 **Section 4.2 Authorization of Payroll Deductions and Withdrawals** The Union shall furnish
33 printed cards for authorization of payroll deductions and withdrawals. These cards will be
34 maintained in the Union office and furnished to the employee at his/her request. The authorization
35 for deduction of Union dues shall be effective at the next regular pay of the employee at which
36 time dues are deducted, but not within five (5) days of the date authorizing such deduction. The
37 withdrawal of authorization of deduction of Union dues shall not be effective until the expiration
38 of thirty (30) days, and the Financial Officer of the City shall notify the elected Treasurer of the
39 Union of the withdrawal within one (1) week of its authorization by the employee. The Financial
40 Officer of the City shall provide the Union with a master list of Union employees having dues
41 checked off and shall thereafter inform the Union Treasurer of any changes to such list as they
42 occur.

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Section 4.3 Indemnity of Employer It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article and Article 3, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
EMPLOYEE ADDRESS AND INFORMATION

Each employee shall be responsible for furnishing to the Auditor's Office of his/her Employer and to the Recording Secretary of the Local Union, his/her mailing address, and a telephone number at which he can be reached and shall likewise furnish changes in his/her mailing address and telephone number. Such mailing address and telephone number may be used by his/her Employer in giving any notice to the employee which may be required under any of the articles of this contract. The Employer shall, not later than April 1 of each year, furnish the Secretary-Treasurer of the International Union and the Local Union with a current and corrected list of the names and addresses of employees coming under the jurisdiction of this contract.

ARTICLE 6
FAIR EMPLOYMENT PRACTICE AND EQUAL OPPORTUNITIES

Section 6.11 Anti-Discrimination The Employer and the Union recognize their responsibilities under civil rights laws preventing discrimination against any employee because of race, color, religion, national origin, age, sex, or disability.

Section 6.2 Gender Recognition Wherever the masculine gender is used throughout this contract, it is also to include the female gender.

Section 6.3 FMLA Compliance The parties agree to comply with the Family and Medical Leave Act.

Section 6.4 Charges of Discrimination Alleged charges of discrimination (statutory right) may be appealed in accordance with the applicable federal and/or state statutes and regulations.

Any disputes under this article, as with all other articles of this contract, may be appealed through the grievance procedure herein.

ARTICLE 7
RANK & WAGES

Section 7.1 Rank
Designation

Third Class Dispatcher	Less than twelve (12) months of continuous service with the Department as a full-time, fully paid Dispatcher.
Second Class Dispatcher	More than twelve (12) months of continuous service with the Department as a full-time, fully paid Dispatcher, but less than twenty-four (24) months.
First Class Dispatcher	More than twenty-four (24) months of continuous service with the Department as a full-time, fully paid Dispatcher.
Part-Time Dispatcher	Less than 2080 hours per year of service with the Department as a Dispatcher.

Section 7.2 Wage Scale (See Appendix 1) Effective with the first full pay period of January, the regular rate of pay for a bargaining unit employee shall be as set forth in the Appendix.

Section 7.3 Shift Differential Shift differential shall be paid at the rate of forty cents (\$.40) per hour for the second shift and forty-five cents (\$.45) per hour for the third shift.

Section 7.4 Notary Duties As dispatchers are assigned the duties of Notary (to assist the East Liverpool Municipal Court), additional compensation of fifty cents (\$.50) per hour was rolled into their base rate of pay.

Section 7.5 9-1-1 Certification Bargaining unit employees who attain and maintain 9-1-1 certification will receive a wage supplement of sixty-five cents (\$.65) per hour. 9-1-1 certification shall be a job requirement for employees hired on or after January 1, 2009.

Section 7.6 Communication Allowance Bargaining unit employees will receive a monthly communication allowance of thirty-five (\$35.00) dollars (twenty cents (\$.20) per hour).

Section 7.7 Certification Pay Certification pay shall be afforded to employees hired on or before December 31, 2008, who obtain and maintain certification in areas of responsibility of a police dispatcher.

Certification pay in the amount of thirty-five dollars (\$35.00) per month (twenty cents (\$.20) per hour), per certification, for up to a maximum of four (4) certifications per employee, is available for eligible employees for any of the following certifications:

- | | |
|--------|------------------|
| LEADS | HAZMAT AWARENESS |
| NOTARY | 9-1-1 |

1 All of the above certifications excluding "notary," shall be job requirements for employees hired
2 on or after January 1, 2009.

3
4 **Section 7.8 Transition to Full-Time Dispatcher** Upon hire as a full-time, fully paid dispatcher
5 with the Department, a part-time dispatcher's accumulated hours with the Department shall be
6 calculated to determine their wage classification.

7
8 **Section 7.9 Senior Pay Supplement** When a member reaches 20 plus years of continued full-time
9 service in the department, they will be afforded a senior pay increase in the amount of \$.35 per
10 hour above their current negotiated rate.

11
12 **ARTICLE 8**
13 **WORKDAY AND WORK WEEK**

14 **Section 8.1 Work Schedules** The minimal work week for full-time employees shall be forty (40)
15 hours. The workday will normally consist of eight (8) hours, inclusive of sixty (60) minutes of
16 break and lunch time (one-half [1/2] hour lunch and two [2] fifteen [15] minute breaks). The
17 scheduling and/or combining of the breaks and lunch time are subject to the approval of the
18 Chief/designee, based upon operational needs. As the sixty (60) minutes referenced above is paid
19 time, employees are subject to recall to duty and/or may not be released in cases of emergency or
20 important operational needs.

21
22 **Section 8.2 Shift Schedules** The Director of Public Service/Safety or his/her designee shall
23 establish the shift schedules for each full-time position. At least twice per calendar year (e.g.,
24 January and July), employees may bid for the shift schedules on the basis of seniority (most senior
25 picks first).

26
27 **ARTICLE 9**
28 **REPORT AND CALL-IN PAY**

29 **Section 9.1 Reporting for Work** Any employee under the jurisdiction of this contract holding a
30 regular position reporting for work at his/her usual time will be guaranteed at least four (4) hours
31 of pay at his/her regular rate of pay.

32
33 **Section 9.2 Call-In to Work** An employee who is called into work other than during his/her
34 scheduled time will be paid four (4) hours pay or actual hours worked at time and one-half (1 1/2)
35 his/her regular rate of pay, whichever is greater.

36
37 Notwithstanding the above, for employees hired on or after January 1, 2011, when emergency
38 callouts necessitate work of only one and one-half (1 1/2) hours or less, the employee may be
39 released upon completion of the emergency work and will be compensated a minimum of two (2)
40 hours at one and one-half (1 1/2) times his/her normal rate.

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ARTICLE 10
CLOTHING ALLOWANCE

3 A separate check will be issued within the month of March of each year to each dispatcher for a
4 clothing allowance. Full-time employees shall be issued two hundred seventy-five dollars
5 (\$275.00).
6

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ARTICLE 11
UNION RIGHTS

9 **Section 11.1 Union Rights** The Employer agrees that subject to the provisions of this contract,
10 the Union shall at all times be free to exercise its rights to advance the full freedom to engage in
11 activities on behalf of the Union, and that no member of the Union shall be restrained, coerced or
12 discriminated against, in any manner, because of his/her membership in and for lawful activities
13 on behalf of the Union or its constituent local unions.
14

15 **Section 11.2 Chairperson Rights** The Chairperson during working hours shall be permitted to
16 conduct legitimate business dealings with Union-Management matters, after first notifying the
17 Employer, who shall as promptly as possible grant permission to leave their work area for such
18 purpose. This privilege shall be exercised reasonably.
19

20 Notwithstanding the provisions above, two (2) local Union representatives will be authorized to
21 participate in successor contract negotiations and preparation therefore upon advance notice of at
22 least twenty-four (24) hours to the Chief Such release time will not be unreasonably withheld after
23 proper notice.
24

25 **Section 11.3 Union Representation Right to Visit City Hall** The accredited international
26 representative of the Union shall, after first advising the Employer of such visit and its purpose,
27 be granted the right to visit the City Hall in matters pertaining to complaints and/or grievances
28 arising out of questions concerning the application or interpretation of this contract.

29 **Section 11.4 Leave of Absence for Union Duties** When an employee is called to full-time duty
30 by the Local Union, International Union, public office, or state, federal or AFL-CIO, he shall be
31 granted leave of absence up to five (5) years and must renew his/her leave of absence each of these
32 five (5) years with the Mayor. Upon this contract, taking his/her position on the seniority list
33 indicated by his/her years of service includes time spent on such duties for which leave was
34 granted.
35

36 **Section 11.5 Union Presence at Disciplinary Meeting** When a meeting is held at which
37 disciplinary action is going to be given to an employee, and a written record of that action is going
38 to be placed in his/her personnel file as formal discipline, he shall, if he so requests, have the
39 Chairperson present at the meeting,
40

41 **Section 11.6 Part-Time Employees' Union Rights** Should there be any part-time employees,
42 they will be treated the same as full-time employees as to joining the Union. Wages, benefits, and

1 any other coverage enjoyed by full-time employees may be addressed separately for part-time
2 employees.
3

4 **ARTICLE 12**
5 **JOB CLASSIFICATION AND SENIORITY**

6 **Section 12.1 Seniority** An employee’s seniority will be that uninterrupted length of continuous
7 service with the City in any classification within the bargaining unit. Probationary and part-time
8 employees will have no seniority until they become a permanent full-time employee, and then their
9 seniority date shall be their original date of hire. Initial probationary employees will be laid off
10 first. All newly hired bargaining unit employees shall be subject to an initial probationary period
11 of eighty-five (85) workdays, from the date of hire, inclusive of the eighty-fifth (85th) work date.
12 The retention of such employee at any time during the initial probationary period shall be at the
13 sole discretion of the Employer. Additionally, the Employer may extend the initial probationary
14 period for a period of up to sixty (60) calendar days, with mutual agreement of the Union.
15 Continued employment during any such extension remains at the sole discretion of the Employer.
16

17 **Section 12.2 Employee’s Resignation or Discharge** If an employee is discharged and/or quits
18 and is later rehired, he/she shall be considered a new employee.
19

20 **Section 12.3 Termination of Seniority** Seniority shall be broken (or terminated) when an
21 employee:

- 22 A. quits or resigns;
- 23 B. is discharged for just cause;
- 24 C. is laid off for a period of time equal to the amount of his/her seniority at the time of lay
25 off.
26

27 **Section 12.4 Seniority Preference** Seniority shall be used for preference of vacation periods, shift
28 assignments, and overtime subject to the provisions of this Agreement.
29

30 **Section 12.5 Layoff/Recall** Employees laid off will be recalled by seniority. Should an employee
31 not report back to work within ten (10) working days after a recall, they shall be considered a
32 “quit” unless an agreement is worked out between the parties prior to the expiration of the ten (10)
33 day period.
34

35 **Section 12.6 Accumulation of Seniority** Seniority shall accumulate while an employee is absent
36 due to a sickness or injury, provided he/she returns to his/her job as soon as he/she is medically
37 able and is on an approved leave of absence, paid and/or unpaid, as applicable.
38

39 **Section 12.7 Part-Time Employee Preference** Part-time employees who have successfully
40 completed their initial probationary period and any extension thereof and who do not have active
41 disciplinary actions of record, shall be offered a full-time position within the bargaining unit, prior
42 to the consideration of external applicants.

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ARTICLE 13
NO STRIKE/NO LOCKOUT

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

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ARTICLE 14
PUBLIC EMPLOYEES RETIREMENT SYSTEM

10 The current Public Employees Retirement System of Ohio is acceptable and will continue.

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ARTICLE 15
GROUP INSURANCE

14 See attached Memorandum of Understanding.

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ARTICLE 16
OVERTIME

18 **Section 16.1 Overtime Pay** An employee shall receive one and one-half (1 1/2) times his/her
19 combined hourly rate for each hour or fraction thereof which he/she works in excess of eight (8)
20 hours in a twenty-four (24) hour period or in excess of forty (40) hours in a seven (7) day period.
21 “Combined hourly rate,” as used herein, shall include the base hourly rate, shift differential and
22 longevity, as applicable.

23
24
Section 16.2 Overtime Work

- 25
26 A. The Director of Public Service/Safety or his/her designee shall be the sole judge of the
27 necessity for overtime. The Director of Public Service/Safety or his/her designee shall
28 endeavor, insofar as it can be reasonably practicable, to make an equitable distribution of
29 scheduled overtime within a job classification within the same shift and by seniority. For
30 the purpose of this article, scheduled overtime means overtime which is assigned twenty-
31 four (24) hours or more prior to the commencement of the overtime work. Non-scheduled
32 overtime means overtime which is assigned less than twenty-four (24) hours prior to the
33 commencement of overtime work. Employees shall receive double (2) times his/her
34 combined hourly rate for hold over or force out.
35
36 B. Employees shall be required to work non-scheduled overtime when requested by the
37 Director of Public Service/Safety or his/her designee. Full-time dispatchers will be offered
38 non-scheduled overtime first, followed by part-time dispatchers, then police officers.
39 Scheduled overtime in the dispatcher classification will be offered to the part-time
40 dispatchers (twenty-eight [28] hours per week limit) first, then full-time dispatchers, then
41 police officers. Individual days are to be covered in the following order: full-time, then

1 part-time, then police officers. Overtime work will be offered to qualified employees
2 within the job classification and within a shift by seniority. Employees may initially
3 refuse overtime.

- 4
5 C. If a sufficient number of employees do not voluntarily accept, the Director of Public
6 Service/Safety or his/her designee shall assign the overtime to qualified employees within
7 the classification involved in the inverse order of their classification seniority and the
8 employee(s) shall be required to work.
9

10 **ARTICLE 17**
11 **VACATION**

12 **Section 17.1 Eligibility for Vacations** Full-time employees become eligible for vacations with
13 pay after completion of one (1) year of continuous full-time service.
14

15 **Section 17.2 Scheduling of Vacations** Final authority to schedule a particular vacation rests solely
16 with the Chief of Police who shall grant scheduling requests of vacations in accordance with
17 departmental seniority, unless said Chief of Police has reasonable justification to schedule
18 otherwise.
19

20 Employees will be required to make their vacation selection for the upcoming year by seniority
21 (most senior first) by December 15 of the preceding year. After vacation selections have been
22 made, any change or addition thereto will only be allowed as a result of separation from
23 employment of another employee, or if a vacation slot remains open, and only if requested at least
24 twenty-one (21) days in advance. Such changes or additions cannot conflict with vacation
25 selections in place and/or negatively impact operational needs and/or staffing levels.
26

27 **Section 17.3 Vacation Week** A vacation week shall be defined as commencing Sunday through
28 the following Saturday.

29 **Section 17.4 Vacation Pay** Vacation pay shall be based only upon a regular eight (8) hour
30 workday for full-time employees.
31

32 **Section 17.5 Vacation Accrual** For employees hired prior to January 1, 2011, vacation time shall
33 be accrued in the following manner and amounts commencing with the calendar date of initial full-
34 time employment and based upon a forty (40) hour or five (5) day work week:

<u>Completed Years of Continuous Service</u>	<u>Weeks of Vacation Entitlement</u>
At least one (1) but less than five (5) years	2 weeks
At least five (5) but less than ten (10) years	3 weeks
At least ten (10) but less than fifteen (15) years	4 weeks
At least fifteen (15) but less than twenty (20) years	5 weeks

1 Employees hired on or before March 15, 2007, shall also be entitled to vacation as follows:

2		
3	At least twenty (20) but less than twenty-five (25) years	6 weeks
4	After twenty-five (25) years of service	7 weeks
5		

6 For employees hired on or after January 1, 2011, vacation time shall be accrued in the following
7 manner and amounts commencing with the calendar date of initial full-time employment and
8 based upon a forty (40) hour or five (5) day work week:

9	<u>Completed Years of Continuous Service</u>	<u>Weeks of Vacation Entitlement</u>
10		
11	At least one (1) but less than two (2) years	1 week
12	At least two (2) but less than five (5) years	2 weeks
13	At least five (5) but less than ten (10) years	3 weeks
14	At least 10 years	4 weeks
15		

16 **Section 17.6 Termination of Employment** In the event that an employee terminates his/her
17 employment with the City by voluntary termination, retirement, or death, as part of his/her final
18 pay, he/she shall be entitled to receive vacation pay earned during the present calendar year of
19 employment.

20
21 **Section 17.7 Discharge of Employment** Any employee who is discharged shall not be entitled to
22 an unused vacation allowance for the calendar year in which he/she is discharged.

23
24 **Section 17.8 Scheduled Vacation and Holiday** In the event that any scheduled vacation includes
25 an official holiday of the City, the employee will be paid for the holiday at straight time as well as
26 for the vacation day.

27
28 **Section 17.9 Division of Vacation** Any employee with three (3) or more weeks of vacation may
29 divide one (1) week into days with the advance approval of the Chief Any employee with four (4)
30 or more weeks of vacation may divide two (2) weeks into days with the advance approval of the
31 Chief Additionally, single days of vacation must be requested at least seven (7) calendar days in
32 advance, unless otherwise waived by the Chief. Each full-time dispatcher, hired prior to January
33 1, 2011, who is entitled to take three (3) weeks or more of vacation per year shall be granted, at
34 his/her election, the right to work one (1) week of vacation and in addition to vacation pay shall
35 receive compensation for regular hours worked.

36
37 **ARTICLE 18**
38 **HOLIDAYS**

39 **Section 18.1 Holidays** For the purpose of this Agreement, the official holidays are:

40	New Year's Day	Easter
41	President's Day	July 4th

1	Columbus Day	Memorial Day
2	Thanksgiving Day	Labor Day
3	Veterans' Day	Christmas Day
4		

5 **Section 18.2 Entitlement to Holiday Pay** Full-time employees who have been employed by the
6 City thirty (30) days immediately preceding said holiday shall receive, as holiday pay, his/her
7 normal wages based upon an eight (8) hour workday.
8

9 **Section 18.3 Holiday Pay** If it is determined that a full-time or part-time employee must work on
10 any of the aforementioned holidays, and said employee has been employed by the City thirty (30)
11 days immediately preceding said holiday, said employee shall receive, in addition to his/her normal
12 wage based upon an eight (8) hour work day or scheduled hours, as applicable, additional wages
13 for all hours worked on said holiday at the rate of one and one-half (1 1/2) times his/her regular
14 hourly wage. There shall be no pyramiding of premium pay if the work on the holiday would
15 otherwise result in overtime pay, *i.e.*, an employee shall not receive holiday premium pay and
16 overtime for the same hours worked.
17

18 **ARTICLE 19**
19 **DISCIPLINE AND DISCHARGE**

20 **Section 19.1 City's Right** The City retains the right to discipline and/or discharge employees for
21 just cause and also the right to adopt and enforce reasonable work rules, and once adopted, to
22 revise any and all such rules, provided that in the exercise of those rights, the City will not act in
23 violation of the express terms set forth in this Agreement.
24

25 **Section 19.2 Employee Complaints** Employee complaints concerning suspension and discharge
26 shall be processed promptly as provided by the procedures contained in this Agreement.
27

28 **Section 19.3 Policy Grievances** Policy grievances affecting all or a group of employees may be
29 presented initially by the Union at Step 2 of the grievance procedure.
30

31 **Section 19.4 Discipline Records** All records of disciplinary actions shall cease to have force and
32 effect three (3) years after the effective date of the disciplinary action.
33
34

35 **ARTICLE 20**
36 **GRIEVANCE AND ARBITRATION PROCEDURE**

37 A grievance is a dispute which may arise between the parties as to the application, meaning, or
38 interpretation of this Agreement. A grievance shall be processed and settled in the following
39 manner.
40

1 **Step 1 - Chief**

2 The Chairperson, with or without the consent of the aggrieved employee, may take up a
3 grievance or dispute with the employee's senior officer (Chief) within ten (10) days of the
4 date of the grievous act or practice. The grievance or dispute within ten (10) days from its
5 occurrence, shall be reduced to writing, signed by the employee or steward, and dated. The
6 senior officer (Chief) shall exert every effort to settle the grievance or dispute upon timely
7 receipt of said written grievance report and shall respond, in writing, to the steward within
8 seven (7) working days from the receipt of said written grievance. If the senior officer
9 (Chief) fails to respond to the written grievance within seven (7) working days from his/her
10 receipt thereof, said grievance or dispute shall be presumed to be resolved in favor of the
11 aggrieved employee.
12

13 **Step 2 – Safety/Service Director**

14 If the grievance or dispute has not been settled to the satisfaction of the aggrieved
15 employee/Chairperson, it shall be presented in writing to the Director of Public
16 Service/Safety within seven (7) working days after receipt of the Chief of Police's response.
17 The written grievance shall be dated and signed by the aggrieved employee and his/her
18 Union representative. The Director of Public Service/Safety shall meet with the Union
19 representative within five (5) working days from the timely receipt of the grievance and
20 shall file his/her written response to the Union representative within seven (7) working
21 days after his/her meeting with the Union representative.
22

23 **Step 3 - Mayor**

24 If the aggrieved employee or his/her Union representative is not satisfied with the decision
25 of the Director of Public Service/Safety, said employee or his/her Union representative
26 shall present the written grievance, dated and signed by the employee or his/her Union
27 representative, to the Mayor within seven (7) working days from the receipt of the
28 Director's response.
29

30 The Mayor shall meet with the International Union Representative within fourteen (14)
31 days from timely receipt of the employee's written grievance. The Mayor's written
32 response shall be given to the International Union Representative within five (5) working
33 days after said meeting. The Mayor shall have the power to affirm, reverse, or modify the
34 ruling of the Director of Public Service/Safety.
35

36 **Step 4 - Arbitration**

37 Within fifteen (15) days from the date of the decision of the Mayor, the Union
38 Representative may file a request for arbitration proceedings to be conducted by the
39 American Arbitration Association (AAA). Such arbitration shall be governed by the rules
40 and regulations of the AAA, and both parties shall be bound by the decision thereby
41 rendered. The arbitrator shall not have the authority to add to, subtract from, modify,
42 change, or alter any provisions of this Agreement. The decision of the arbitrator shall be
43 final and binding upon both parties.
44

1 The question of arbitrability of a grievance may be raised by either party before the arbitration
2 hearing on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction.
3 The costs of such arbitration proceedings shall be shared equally between the parties.
4

5 A grievance may be withdrawn by the Union at any step of the Grievance and Arbitration
6 Procedure.
7

8 **ARTICLE 21**
9 **JURY DUTY**

10 Employees who are called to jury service during times when they are scheduled to work shall
11 receive their regular pay, less any compensation received for said jury trial.
12

13 **ARTICLE 22**
14 **SICK LEAVE**

15 **Section 22.1 Accumulation of Sick Leave** Each full-time employee shall be entitled to sick leave
16 at the rate of no less than .0578 hours per regular hour in active pay status (equivalent to ten [10]
17 hours per month for a full-time employee), subject to the following accumulated sick leave
18 limitations:
19

20 **A. Accumulated Sick Leave**
21

- 22 1. Each employee shall be entitled to accumulate not more than seventy-five
23 (75) days of sick leave. Upon an employee, hired prior to January 1, 2011,
24 having accumulated sixty (60) days of sick leave, he or she shall be paid
25 on the last regular payday of December of the calendar year for each hour
26 of unused sick leave, at the rate of his or her hourly wage for each hour of
27 unused sick leave, not to exceed a maximum of fifteen (15) days per year.
28 Upon an employee, hired on or after January 1, 2011, having accumulated
29 sixty (60) days of sick leave, he or she shall be paid on the last regular
30 payday of December of the calendar year for each hour of unused sick
31 leave, at the rate of his or her hourly wage for each hour of unused sick
32 leave, not to exceed a maximum of ten (10) days per year.
- 33 2. The City shall require that any absence of three (3) or more days
34 attributable to illness be substantiated by a physician's certificate.
35 Patterned and/or excessive absence or use of sick leave shall be just cause
36 for discipline.
- 37 3. Upon retirement, or termination by death, the employee or a
38 representative shall receive payment for the unpaid accumulated sick
39 leave existing at the time of said retirement or death, up to a maximum of
40 seventy-five (75) days, if said employee has accrued sixty (60) days of
41 accumulated sick leave on the first day of January in the year in which
42 his/her retirement or death occurs.

- 4. City employees hired after December 31, 1984, shall be entitled to accumulate sick leave as provided above, providing that those said employees shall be entitled to be paid one-third (1/3) of their accumulated sick leave at retirement or termination by death.

Section 22.2. Active Pay Status "Active pay status," as used in Section 1 above, shall be deemed to include actual regular hours worked, sick leave, holiday time, vacation time, compensatory time, Union business time, and personal days.

ARTICLE 23
FUNERAL LEAVE AND PERSONAL LEAVE OF ABSENCE

All hereinabove enumerated employees, with the approval of said employee's immediate supervisor, shall be entitled to the following personal leave of absence which shall not be deducted from their sick leave:

- A. Funeral leave - Up to four (4) days of absence at the rate of eight (8) hours times the base hourly rate, per diem, shall be paid upon the death of a member of an employee's immediate family, provided: [1] that such employee shall be paid for only those days actually scheduled, and [2] at least one (1) of those days must be the day of the funeral.

- B. Immediate Family - For the purpose of this article, "immediate family" shall be defined as being the employee's spouse, children, brother, sister, mother, father, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

In the case of the death of an employee's spouse, child, stepchild, mother, or father, the employee will be allowed two (2) additional days off with pay.

- C. Personal Leave - All full-time employees, hired prior to January 1, 2011, shall be granted four (4) days of personal absence, per year, at the rate of eight (8) hours times his/her base hourly rate, per diem.

In recognition of Police Memorial Day, each full-time employee, hired prior to January 1, 2011, shall be entitled to one (1) additional personal day to be used within the applicable calendar year.

All full-time employees, hired on or after January 1, 2011, shall be granted two (2) days of personal absence, per year, at the rate of eight (8) hours times his/her base hourly rate, per diem.

ARTICLE 24
LONGEVITY

Section 24.1 Longevity Pay In addition to the compensation provided by this Agreement, employees hired prior to January 1, 2011, shall receive as wages such sums of money monthly for longevity of continuous service according to the following schedule:

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	<u>Monthly Amount</u>
3 years of service	\$50.00 (\$.31 per hour)
5 years of service	\$55.00 (\$.34 per hour)
10 years of service	\$60.00 (\$.38 per hour)
15 years of service	\$65.00 (\$.41 per hour)
20 years of service	\$70.00 (\$.44 per hour)

* Employees hired on or before December 31, 2008, are entitled to longevity in the amount of seventy-five dollars (\$75.00) per month (\$.47 per hour) after completion of twenty (20) years of service.

Section 24.2 Continuous Years of Service The term "continuous years of service" shall be defined as employment in the City's service without break or interruption. Leave of absence with or without pay of not more than thirty-one (31) consecutive days shall not interrupt continuous service or be deducted there from. Leave of absence without pay in excess of thirty-one (31) days, except for extended services with the Armed Forces of the United States, shall be deducted in computing continuous service. All absences without leave in excess of three (3) days shall interrupt continuous service.

ARTICLE 25
COURT PAY

Any police dispatcher who is required by subpoena to appear before any court, grand jury, governmental administration agency, board, or commission, to testify concerning any matter related to his/her duties as a police dispatcher shall receive compensation to be known as court pay for all time related to that court appearance. Court pay shall be at the rate of one and one-half (1 1/2) times the hourly rate for said person. There shall be a minimum of two (2) hours court pay for all appearances in the City of East Liverpool. There shall be a minimum of four (4) hours pay for all appearances outside the City of East Liverpool. In addition to the minimum, travel time shall count as one-half (1/2) hour.

ARTICLE 26
TERM

This Agreement shall be for a period of three (3) years beginning on January 1, 2022 and ending December 31, 2024. The Union or the City may, ninety (90) days prior to the expiration date in 2024, give notice to the other in writing of its intention to make any alterations or changes in this Agreement.

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ARTICLE 27
LAYOFF AND RECALL

3 **Section 27.1 Layoff Notification** Whenever the Employer determines that a layoff (reduction in
4 force) is necessary within the bargaining unit, the Employer shall notify affected employees in
5 writing at least five (5) working days in advance of the effective date of the layoff.
6

7 **Section 27.2 Layoff Process** The Employer shall determine the number of employees to be
8 affected by any layoff and the layoff shall occur by inverse order of seniority.
9

10 **Section 27.3 Recall** Employees who are laid off will be placed on a recall list for a period equal
11 to their seniority at the effective date of the layoff. Recall from layoff will be made in reverse order
12 of layoff, that is, the last employee placed on layoff will be the first to be recalled. Employees shall
13 be given fourteen (14) calendar days advance notice of recall and such notice shall be sent by
14 certified mail to the employee's last address on record. Employees shall have five (5) calendar days
15 to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to
16 work on the effective date of the recall shall lose all seniority and rights of recall.
17

18 **Section 27.4 Vacation Pay at Layoff** In the event an employee is laid off, he shall receive payment
19 for any earned but unused vacation time as quickly as practicable, but not later than thirty (30)
20 calendar days following the effective date of layoff.
21

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23
ARTICLE 28
SEVERABILITY

24 This Agreement is subject to all applicable federal laws, and state laws where a matter has not
25 been addressed herein and is therefore superseded and shall be interpreted wherever possible so as
26 to comply fully with such laws, provisions, or any official decision interpreting them, where
27 required.

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ARTICLE 29
MANAGEMENT RIGHTS

30 **Section 29.1 Management Rights** Except to the extent expressly modified herein, the Union
31 recognizes those rights that are established as inherent management rights, including but not
32 limited to the following:
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- 34 1. Determine matters of inherent managerial policy which include, but are not limited
35 to, areas of discretion or policy such as the functions and programs of the public
36 employer, standards of service, its overall budget, utilization of technology, and
37 organizational structure;
- 38 2. Direct, supervise, evaluate, or hire employees;
- 39 3. Maintain and improve the efficiency and effectiveness;
- 40 4. Determine the overall methods, processes, means, or personnel by which operations
41 are to be conducted;
- 42 5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign,
43 schedule, promote, or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer.

Section 29.2 Reserved Rights The Union recognizes and accepts that all rights, responsibilities, and discretion of the Employer not expressly restricted or modified herein shall remain the function and prerogative of the Employer.

ARTICLE 30 **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

Section 30.1 Collective Bargaining Agreement The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed by this Agreement.

Section 30.2 Civil Service Examinations Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of East Liverpool Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C.

Section 30.3 O.R.C. § 124.57 Notwithstanding the above, O.R.C. Section 124.57 shall continue to apply to bargaining unit employees.

ARTICLE 31 **LABOR-MANAGEMENT MEETINGS**

The Labor/Management Committee shall consist of the Safety/Service Director, the Chief of Police, and one (1) designated representative if desired; two (2) members of the bargaining unit; and the Union representative, if desired. It is mutually agreed that this labor-management committee shall meet within fourteen (14) calendar days after a written request from either party. The written request shall include the desired topics of discussion and suggested meeting dates. This committee will assemble for the purpose of:

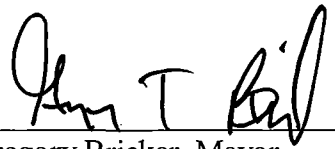
- A. the dissemination of general information of interest to the parties;
- B. to give the Union representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;
- C. to discuss ways to improve efficiency and effectiveness within the Department;
- D. to discuss the administration of this Agreement;
- E. to consider and discuss safety and health issues of the Department;
- F. to notify the Union of changes which may affect bargaining unit employees.

IN WITNESS WHEREOF, both parties hereto have caused this Agreement to be signed by their authorized representatives this 23rd day of ~~January~~ 2022.

March

CITY OF EAST LIVERPOOL OHIO

**UNITED STEEL, PAPER and FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL and SERVICE
WORKERS INTERNATIONAL UNION**




Gregory Bricker, Mayor




Tom Conway, International President



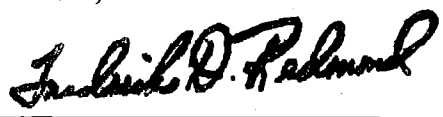
David Dawson, Safety Service Director



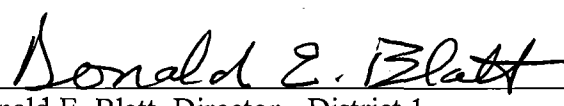
John E. Shinn, Intl. Secretary-Treasurer



D.R. McCall, Vice President-Administration



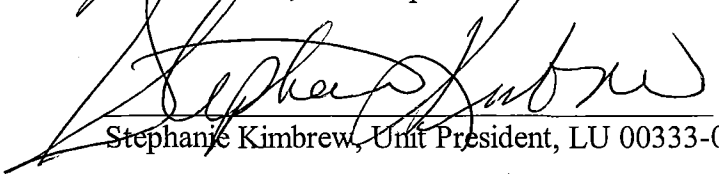
Fred Redmond, Vice President-Human Affairs



Donald E. Blatt, Director - District 1



John Saunders, Staff Representative

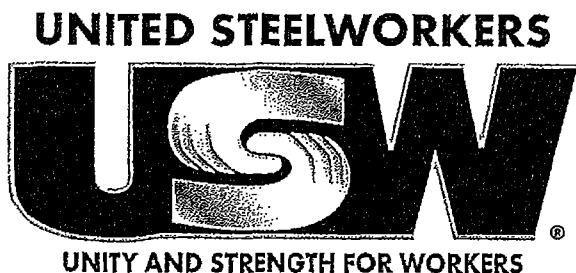


Stephanie Kimbrow, Unit President, LU 00333-01

East Liverpool – USW Local Union #00333M-01 Dispatchers CBA Final 1-31-2022

**APPENDIX I
WAGES**

		2021 – BASE YEAR	2022	2023	2024
DISPATCHER			1.50%	1.50%	1.50%
First Class	More than 24 months	17.01	17.27	17.53	\$17.79
Second Class	More than 12 months	16.18	16.43	16.67	\$16.92
Third Class	Less than 12 months	15.40	15.63	15.86	\$16.10
Part-Time	Less than 2080 hours per year	13.27	15.00	15.23	\$15.46



District 1, Sub-District 2 Staff Office

Donald E. Blaff
District Director

Bill Connor
Sub-District Director

MEMORANDUM OF UNDERSTANDING

The City of East Liverpool and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of the Police Dispatcher's bargaining unit, Local Union 00333-01, hereby agree to the following Insurance (Article 15.3(A) premium revisions:

1. For calendar year 2022 the monthly premiums the employees will pay will be as follows:
 - A. Single plan \$152 per month
 - B. Family plan \$217 per month
2. These premium amounts include eye and dental as well.
3. Family health plan exposure to the members shall not exceed the capped amount of \$7,400 per year combination of premium and deductible.
4. Single health plan exposure to the member shall not exceed the capped amount of \$4,220 per year combination of premium and deductible.
5. The Parties agree that once the insurance rates for 2023 have been received, upon the written request of either party by filing a Notice to Negotiate with the State Employment Relations Board, the terms of Article 15 "Health and Medical Coverage" shall be re-opened for bargaining consistent with ORC Chapter 4117, including the statutory impasse proceedings. The parties agree that only Article 15 "Health and Medical Coverage" is subject to re-opening for calendar year 2023. The parties agree to waive the provisions of ORC Section 4117.14 (G)(11) regarding cost implications resulting from the re-opener may be awarded by a Conciliator retroactive to January 1, 2023, as long as the fact finder hearing has occurred by June 30, 2023.

For the City of East Liverpool

Gregory Bricker, Mayor

David S. Dawson, Safety Serv. Director

For the USW

John Saunders, Staff Representative

Stephanie Kimbrow, Unit Chair, LU 00333-01