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AGREEMENT

BETWEEN

**AFSCME OHIO COUNCIL 8,
LOCAL 2015, AFL/CIO**

AND

THE CITY OF STEUBENVILLE

SERB CASE # 2020-MED-01-0090

EFFECTIVE DATE:

**APRIL 1, 2020
to
MARCH 31, 2023**

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PREAMBLE/PURPOSE

Section 1. Preamble. This Agreement is made by and between the City of Steubenville, Ohio, hereinafter referred to as the “CITY,” and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 2015, representing certain employees of the City of Steubenville, hereinafter referred to as the “UNION.”

Section 2. Purpose. In order that the Administration and the Union may work together in harmony and so that any matter which may arise between the Union, its members, or members within the appropriate unit and the City may be settled in an orderly fashion, the parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the City, is highly undesirable not only from the standpoint of the City government and the Union, but more particularly so from the standpoint of the general welfare of the citizenry.

Therefore, it is the desire of both the parties to this Agreement to avoid disputes, and to bargain collectively with regard to wages, hours and working conditions in the City, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound by the terms and conditions of this Agreement.

ARTICLE 1 RECOGNITION

Section 1. Included. The City recognizes the Union as the sole and exclusive representative for all employees as defined in SERB Case Nos. 92-REP-01-0014, 92-REP-04-0083, and 96-REP-08-0173 in the job classifications of the bargaining unit, as set forth in ATTACHMENT “B” (attached) for the purpose of establishing rates of pay, wages, hours and other conditions of employment.

Section 2. Excluded. All management, confidential, supervisory, seasonal, intermittent, and temporary employees and those employees not explicitly included in the bargaining unit are excluded. The parties agree that all positions and classifications not specifically listed in ATTACHMENT “A” and “B” established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notification of Hires/Changes in Unit Status. The Administration shall notify the Union in writing of all new hires, terminations, layoffs, leaves of absence, recalls and transfers out of the bargaining unit as they occur, that pertain to employees in the bargaining unit. The notification shall contain the name, job classification, department, and date of affected action for said employee.

Section 4. The City and the Union agree to work together to update the job titles contained in the recognition clause and wage scale in ATTACHMENT “A” and “B.” This update will be based on the job titles and job classifications as determined and approved by the State Employment Relations Board. The signing of this agreement shall in no way affect the rights of either party before the SERB Board.

Section 5. Orientation. The Union president/designee will be provided fifteen (15) minutes to meet with a newly hired full-time employee in a bargaining unit classification to provide the employee with a copy of the contract and fair share fee notices.

ARTICLE 2
CHECK-OFF-FAIR SHARE FEE

Section 1. Dues Deduction. The City will deduct regular initiation fees, assessments, and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. As provided in Ohio Revised Code 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 2. The Employer shall be relieved from making individual “Check-Off” deductions upon an employee’s (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of authorization. The payroll deduction authorization form is attached as Appendix “A” of this Agreement for reference purposes and it contains the revocation process in the membership agreement between the Union and the member. Beginning the first pay period an employee returns from a layoff or unpaid leave of absence, the Employer will recommence making deductions.

Section 3. Deduction Transmission. All deductions under Section 1 together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union (Attn: Comptroller, Ohio Council 8, 6800 North High Street, Columbus, Ohio 43085) no later than the tenth (10th) day following the end of the pay period in which the deduction is made and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. Where there is a change in dues paying status from paying to non-paying from month to month, the Employer will note such change and the reason (e.g., retirement, termination, etc.).

Section 4. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the City in complying with the provisions of this Article.

ARTICLE 3
P.E.O.P.L.E CHECK-OFF

Section 1. P.E.O.P.L.E. Check-Off. The Employer will deduct voluntary contributions to AFSCME’s Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and

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

Section 2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of P.E.O.P.L.E. and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

Section 3. This list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

Section 4. All PEOPLE contributions shall be made as a deduction separate from the duties and fair share fee deductions.

Section 5. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of P.E.O.P.L.E. contributions. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the employer pursuant to the article, unless specifically exempted above.

ARTICLE 4 **NON-DISCRIMINATION**

Section 1. Federal/State Discrimination Allegations. The parties recognize and acknowledge that any allegation of discrimination based on a legally protected classification under Federal or State Law is processed through external administrative agencies (i.e., EEOC/OCRC).

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

Section 3. Gender Neutral. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

Section 4. External Actions. In the interest of attempting to resolve outstanding issues that may be filed under this article or would be otherwise appealed to an external administrative agency (i.e., SERB, EEOC, or OCRC), the Employer, employee, and their representatives shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency. In the event that a grievance is filed over a matter alleging a violation of Section 2 and at the same time a corresponding action or legal action is filed with SERB, such grievance may be held in abeyance until the disposition of the external action.

ARTICLE 5
UNION VISITATION

Section 1. Business Representative. The business representative may consult with employees in the assembly area before the start of and at the completion of the day's work and before and after Labor/Management meetings, as needed.

ARTICLE 6
UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representative for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work. There shall be one Chief Steward for the bargaining unit who will attend the labor management meeting.

Section 2. Each Department shall be represented by one Steward. The Custodian classification shall be represented by the M&R department Steward. If maintained, the Animal Control Officer will be represented by the "Refuse" Department Steward. If the need arises to adjust either the number of stewards as provided in this Agreement or the agreed upon areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

Section 3. Union Activity During Workday. Upon the approval of the Employer/designee, Union representatives/officers shall be permitted to investigate and process grievances, attend grievance step meetings with the City, and attend other mutually scheduled meetings with the Employer during his or her regular working hours without loss of pay.

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

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

Section 6. There shall be a meeting of the City and the Union Grievance Committee at a time mutually agreeable between the parties, when needed. The purpose of such meeting will be (A) to consider grievances pending at Step 3 of the Grievance Procedure, and (B) to discuss matters of mutual interest relating to the employees covered by this Agreement.

Section 7. The Union shall within thirty (30) days of the effective date of this Agreement furnish the City with a written list of the Local Union Officers, Stewards, and Alternate Stewards, indicating the departments and classifications(s) and shift(s) to which each is assigned, and, further, shall notify the city in writing of any changes therein. A copy of the Constitution and by-laws of the Union shall also be furnished to the City.

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

ARTICLE 7 **DISCIPLINE**

Section 1. Forms of Discipline. No employee shall be demoted, suspended (including work suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Only the following shall be considered disciplinary action:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. 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.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
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, negligence, insubordination, violation of work rules and personnel policies, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming of a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, and other just cause shall be cause for disciplinary action.

Section 3. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union representative during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union

representative shall be allowed in the predisciplinary conference. At the conference, the employee and/or his Union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 4. Representation in Discipline Matters. In case of proposed discipline, the employee has a right to have his steward present, and upon request, will be permitted to discuss his discipline with the steward in an area made available by the City before he is required to leave the premises.

Section 5. Notice of Discipline/Appeals. An employee who is disciplined shall be given a written notice, with a copy to the Union, stating the reason for the disciplinary action. Disciplinary actions shall be reviewed through the Grievance Procedure commencing at Step I through Step 2 of the Grievance Procedure and through the Arbitration Procedure if unresolved at Step 2. Verbal and Written Reprimands may be appealed through the grievance procedure but are not subject to arbitration.

Section 6. Disciplinary Records. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters, provided no other disciplinary action has occurred, under the following periods:

Documented Verbal Warnings	6 months
Written reprimands	12 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	36 months

Discipline for drug and alcohol related offenses or violations of the parties' Drug and Alcohol Testing policies are not subject to the provisions listed above and shall be considered in all future discipline. With respect to discipline involving a termination matter that is subsequently appealed, prior discipline for a suspension level offense or greater shall be eligible for consideration and the above force and effect language shall not bar the introduction of a complete disciplinary record for suspension level offenses or greater.

Section 7. Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the City, in order to be enforceable. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7th Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1. Unless limited or modified by some other provision of this Agreement, the Employer shall exercise the rights conferred by Ohio Revised Code Section 41 17.08 to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, 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, process, means, or personnel by which government operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or to lay off, 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 of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The purpose of this Article is (a) to provide opportunity for discussion of any request or complaint, (b) to establish procedures for the processing and settlement of grievances as defined in Section 2.

Section 2. Definition. The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of the specific and express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

Section 3. Group Grievances. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 4. Grievance Processing/Steps to Initiate. All grievances shall be required to be filed and processed at the appropriate step of the grievance procedure in order to be valid. Disciplinary, Union, or Group Grievances shall be submitted to Step 2 of the Grievance Procedure.

Section 5. Time Limits. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing. Any grievance which is not processed by the Union within the time limits provided shall be considered resolved based upon management's last answer, or default rejection if applicable.

Section 6. Days Defined. For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

Section 7. Grievance Contents. Grievances filed in the grievance procedure shall be in writing on a grievance form that is agreed upon between the Union and the City and shall include the following information:

- A. Name of employee(s) involved, if known at the time of filing;
- B. Date of alleged violation, if known at the time of filing;
- C. Remedy sought;
- D. Specific Article and/or Section of the Agreement or Memorandum alleged to be violated;
- E. Date of presentation of written grievance;
- F. Signature of Union Representative;
- G. Signature of employee (except for policy grievances).

Section 8. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. Either party may designate the appropriate representative substitute at any step of the grievance procedure. In furtherance of this objective, the following procedure shall be followed:

Step 1: Discussion of Request or Complaint. Any employee who believes that he has a justifiable request or complaint shall discuss the request or complaint with the departmental supervisor within five (5) working days after its occurrence or after it has become known to the employee, whichever is later, with the Shop Steward being present in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his Steward, and in such event, the Steward, if he believes the request or complaint merits discussion, shall take it up with the employee's departmental supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. Discussions under the provisions of the paragraph shall be held within five working days after notice of the grievance has been given.

References in this Section to a “departmental supervisor” refer to a representative or representatives of the City, who shall be responsible for receiving and disposing of employee requests or complaints who may carry the title of “superintendent” or “director.”

If the appropriate departmental Supervisor and the Steward, after full discussion, are unable to resolve the request or complaint and feel the need for aid in aiming at a solution, they may invite such additional City or Union representatives as may be necessary and available to participate in further discussions and investigations. Additional time in which to conduct such further discussions and investigations (not exceeding a total of twenty (20) calendar days after notice of the grievance has been given) may be utilized before the grievance, if unsettled, is to be reduced to writing and submitted to his Department. Within five (5) working days thereafter, the Superintendent shall furnish the employee and the Union with a written answer to the grievance.

Step 2: If the grievance is not satisfactorily settled at Step 1, it may be presented to the City Manager in writing by the Union within ten (10) days after the response from the Department Head/Designee. The City Manager may, within ten (10) days of receipt of the grievance, call a meeting of the Union’s Grievance committee, the Ohio Council 8 representative, and any others as may be appropriate, in order to attempt to resolve the grievance. The City Manager shall issue a written answer to the Local Union President and to the Union Staff Representative within ten (10) days of his receipt of the grievance, or ten (10) days following the meeting, if a meeting is held.

Section 9. Arbitration. If the grievance is not settled in Step 2, the Union may provide written notice of its intent to submit the grievance to arbitration. A notice of intent to submit a matter to arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 2 of the grievance procedure or default rejection as applicable. After submitting the request for arbitration to the City, the Union may submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio resident arbitrators within thirty (30) calendar days of the date of the notice of appeal, with a copy of such request delivered to the Employer. In the event the notice of intent to appeal to arbitration or the referral to FMCS to obtain an arbitration panel is not submitted within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply, or default rejection as applicable.

Section 10. Selection of Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Prior to striking, either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request one (1) additional list. Any cost involved in obtaining the initial list of arbitrators shall be equally divided between the Employer and the Union. The cost of obtaining a new list will be split equally.

Section 11. Mediation. At any point following the submission of a timely demand for arbitration and request for the submission of a panel from FMCS, either party may request that the other engage in grievance mediation utilizing the services of FMCS.

Section 12. Arbitrability. The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 13. Arbitration Procedure. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator's decision shall be consistent with applicable law.

Section 14. Decisions/Fees/Expenses. The decision of the Arbitrator shall be final and binding upon the City, the Union, and any affected employee(s), except as provided by law. Expenses incurred shall be borne equally by both parties.

Section 15. Authority of the Arbitrator. The arbitrator shall NOT have jurisdiction or authority to:

- A. Contrary to, inconsistent with, modifying, establishing, or varying in any way from the terms of this Agreement;
- B. Nullify, in whole or in part, any provisions of the Agreement;
- C. Add to, detract from, or alter in any way, provisions of the Agreement;
- D. Decide any issue relating from an action or occurrence which takes place prior to the execution of this Agreement, and no arbitration determination or award shall be made by any arbitrator which grants any rights or relief for any period of time whatsoever prior to the execution date of this Agreement.

Section 16. Representatives/Witnesses. Either party may designate the appropriate representative substitute at any step of the grievance procedure. Furthermore, the aggrieved employee, the Local Union President, his Steward, and any witnesses shall not lose any regular straight time pay for the time off the job while attending the arbitration proceedings.

ARTICLE 10 **SENIORITY**

Section 1. An employee shall have no seniority for the probationary period but completion of the probationary period shall result in seniority commencing retroactively to the date of hire.

Section 2. Seniority List Posting. The City shall post both a Department and City-wide Seniority Roster in the various departments for Departments of the City covering the employees in such (See Attachment "B").

Section 3. Seniority Defined. For all other purposes set forth in this Agreement, "seniority" shall be defined as follows:

- A. Super Seniority. Super seniority shall be defined as the seniority provided to Officials of Local 2015 (President, Vice-President, Secretary, and Treasurer), which supersedes that seniority of any other employee in the City for the period of time they hold one of the aforesaid offices, and which only applies to layoffs.
- B. City-Seniority. City Seniority shall be defined as the total cumulative uninterrupted service with the City.
- C. Department Seniority. Department Seniority shall be defined as the total length of service an employee has been employed in a Department. An employee shall accumulate “Department Seniority” in only one (1) department at a time. When an employee moves from one Department to another Department, he shall be placed at the bottom of the seniority list in that Department. Department Seniority shall apply to scheduling of vacations. In the event that two (2) or more employees have the same Department Seniority, then total City seniority shall prevail.
- D. Classification Seniority shall be defined as the total length of service an employee has in his current classification and shall be used only for shift bidding as described in Article 16.

Section 4. For the purpose of vacations, holidays, paid sick leave, promotions, job bidding, and lay-offs (bumping), seniority shall apply as provided herein, subject to the provisions of this Agreement.

Section 5. An employee who chooses to move from one department to another department shall have five (5) working days from the date of the transfer to return to his previous department before losing his seniority rights in that department. If an employee chooses to exercise his right to return within the above five (5) working days time frame, for whatever reason, then that employee shall lose his right to bid on another position for a period of six (6) months.

Section 6. Seniority During Disability Leave. An employee who is unable to work due to a “service-connected” disability or illness shall continue to accumulate seniority during such period of sickness or disability.

Section 7. Seniority During Personal Leave or Layoff. Except as otherwise provided in this Agreement, any employee absent on an authorized leave in compliance with the terms of this Agreement shall continue to accumulate seniority during this period of absence or until the employee’s recall rights expire under the layoff article.

Section 8. Seniority shall be broken or terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of time equal to the amount of City-wide seniority the employee had on the date of his layoff;

- D. is absent without leave for fourteen (14) consecutive work days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;
- E. fails to report for work when recalled from layoff within ten (10) working days from the date on which the City sends the employee notice by certified mail (to the employee's last known address as shown on the City's record).

Section 9. In those departments composed of more than one division (unit), there shall be one seniority list, which list shall include all employees within the department.

ARTICLE 11 **DEFINITIONS/PROBATION/TEMPORARY APPOINTMENTS**

Section 1. Vacancies. The term "vacancies" as used in this Agreement shall be defined as a job opening where the City has made a determination that it wishes to fill such opening as a result of (1) an increase in the number of jobs in a particular classification or (2) promotion, transfer, quit, discharge or other termination of employment, or (3) a new job is created.

Section 2. Departments. The term "Department" as used herein shall be defined as follows: Building, Clerical, Electrical, Engineering, Maintenance and Repair, Meter, Pump/Line Maintenance, Parks, Recreation, Refuse, Sewer Maintenance, Utility Collection, Waste Water Plant, Water Filtration.

Section 3. Initial Probationary Period. The probationary period for any newly hired employee shall be one hundred and eighty (180) days. During this time such probationary employee shall have no recourse through the grievance procedure for a probationary removal or discharge.

Section 4. Promotional Probationary Period. The probationary period for any promoted employee shall be sixty (60) days. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) actual days of work. A newly promoted employee who evidences unsatisfactory performances may be returned to his former position any time during his probationary period with no recourse through the grievance procedure.

Section 5. Temporary and Seasonal Employees. Temporary employees shall not be part of the bargaining unit and shall be limited to sixty (60) days of employment as a temporary employee unless such employee is filling a position vacant due to sickness, leave or absence/long term leave, or injury. Seasonal employees shall not be a part of the bargaining unit.

ARTICLE 12 **JOB VACANCIES AND PROMOTIONS**

Section 1. Whenever the City determines that a non-promotional vacancy exists which the City elects to fill, the City shall post a notice of the opening or openings for five (5) consecutive working days City-wide. Whenever the City determines that a promotional vacancy exists which

the City elects to fill, the City shall post a notice of the opening or openings for five (5) consecutive working days in the department where the vacancy occurs and City-wide. The notice shall contain the job classification, title, rate of pay, department, shift, area of vacancy, brief job description, qualifications and date of posting.

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

Section 3. These applications will be reviewed by the Department Head and the City Manager, and the job shall be awarded within ten (10) working days of the close of bids if filled internally; employees awarded the job will be physically transferred to the new job within thirty (30) days of the award. Jobs will be awarded in accordance with the following:

- A. Evaluation of qualified applicants shall first be from the Department where the vacancy occurs, and then from the bargaining unit.
- B. The Employer will evaluate the job applicants in the following categories to determine if the applicants meet the job qualifications: knowledge, skills, and abilities; past work record; and seniority. This may include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer, at its sole and exclusive discretion, may select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all bidders with respect to the requirements of the open position. Whenever two (2) or more employees bid on a job and the Employer determines that the employees are equally qualified, the City shall award the job to the employee with the greatest seniority. In the event that the Employer determines that no internal candidates are qualified or suitable for the position, it may elect to expand its process to include external candidates. In the event an employee is not selected, the Employer will provide written feedback to the employee if requested.

Section 4. Employees awarded a job under the bidding process shall be given reasonable orientation training and supervision during the probation period.

Section 5. An employee shall be considered to have qualified for the new position at any time during the probation period when he can perform the required tasks with no more supervision than other employees in the same classification and work with regard to quality and quantity and meets acceptable standards applicable to the classification.

Section 6. Rate of Pay following Probation. Employees qualifying for permanent classification shall receive the rate of pay established for said classification.

Section 7. Restrictions on Bidding for Promotion/Transfer. No employee shall be eligible for promotion or transfer until he has completed the probationary period established in this Agreement.

Section 8. In the event that a permanent transfer is necessary, the Employer shall determine the department and classification from which a transfer is to be made. Within the affected

department and classification, the transfer opportunity will be offered by department seniority. Should no employee accept, the employee with the least amount of departmental seniority in the affected classification shall be transferred.

If subsequently a vacancy is declared in the classification from which the employee was transferred, that employee shall be offered the opportunity to return to the position before it is posted for bid.

ARTICLE 13 **SENIORITY LIST**

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

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

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

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

ARTICLE 14 **EQUALIZATION OF OVERTIME**

Section 1. The City shall be the sole judge of the necessity of overtime. All overtime will be offered to employees in accordance with their classification seniority on a rotating basis. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the City shall assign the overtime work to employees within the same department, within the same classification, within the same shift involved in the inverse order of seniority and employees must work such overtime when assigned.

Section 2. The City shall make an equitable distribution of overtime on a current basis among employees within the same classification, within the same department, within the same shift, so long as said employee is qualified to perform the work. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

Section 3. A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the supervisor. All employees, including the Steward, shall have an opportunity to review the list at reasonable times. All overtime hours shall be recorded on a daily basis.

Section 4. If an employee refuses to work an overtime assignment, he shall be charged with the hours worked by the employee who accepted the assignment as though he worked the turn.

Section 5. Compensatory Time. Employees shall be compensated for overtime work at one and one-half times their regular rate of pay. An employee, at his choice, may select compensatory time instead of overtime pay. However, employees shall not be eligible to elect compensatory time in lieu of overtime when the employee incurs overtime for out of Department work. Compensatory time shall be earned at the rate of one and one-half (1.5) hours for each hour worked and employees may accrue up to two hundred forty (240) hours of compensatory time, which shall carry over from year to year. Use of compensatory time requires prior approval by a supervisor and must be taken at a mutually convenient time. Upon termination of employment, any employee with accrued, but unused, compensatory time shall be paid for that time at the rate that is the greater of the employee's final rate of pay or the employee's average rate of pay during the last three (3) years of employment with the City.

Section 6. The City shall assign overtime based on the procedures in the above section of this Article. The only exception to the above is when an employee is performing tasks during his normal shift or work schedule and because of the continuation of those tasks past the normal shift. Then that employee is eligible to perform in overtime status.

Section 7. The City shall have the right to disqualify any employee from receiving overtime opportunities if such employee is abusing sick time/report offs.

Section 8. When an employee is called for overtime they must accept or refuse the opportunity. If the call is not answered, the City shall move on to the next available employee. The City shall attempt to contact employees at their stated primary number and through City issued cell phones.

Section 9. Overtime Rotation/Mandating Procedure. When the City determines that overtime is necessary under Section 1, the procedure for offering and then mandating overtime work shall be as follows:

- A. Employees within the Department in the applicable classification shall be offered the opportunity first;
- B. Employees within the Department who are qualified in other classifications shall be offered the opportunity next;
- C. Employees in other Departments who are qualified for the work and who have signed up to be on the non-Department call-out list shall be offered the opportunity.

For purposes of departments and the procedure under A, B, and C, the water distribution/meters, and wastewater departments shall be considered as one department, and the M&R, electrical, and

sanitation departments shall be considered as one department. After going through the procedure under parts A-C, in the event that the Employer determines that more staff are needed to meet the applicable service need, members shall be assigned to perform the overtime work as follows:

- D. Qualified employees within the department shall be assigned to perform the work first;
- E. Qualified employees outside of the department shall be assigned to perform the work next in inverse order of actual OT hours worked.

Section 10. Non-Departmental Call-List. In November of each year, the Employer will circulate a non-departmental call out list. Members will be provided with the opportunity to sign up for non-departmental overtime opportunities by signing up on the list. Once those members indicating interest in voluntary overtime opportunities have signed up, they shall be ordered by seniority, with the most senior member at the top of the list. Following that, members who did not sign up on the list shall be placed on the list by seniority with the most senior member not signing up being placed after the least senior member who did sign up. The list shall then be utilized and updated for the coming year with actual overtime hours tracked for purposes of overtime assignments during the coming year.

ARTICLE 15 **SHIFT PREFERENCE**

Section 1. An employee may exercise his classification seniority for the purpose of changing shifts when an opening occurs within his classification on another shift. An employee who desires a change of shift must make application in writing to the department head (on forms provided by the City) prior to the opening occurring. A copy of the application form shall be retained by the employee. It is recognized by the City that an employee shall have the right to refuse a permanent transfer to another shift against his will. An employee's preference shall supersede the promotion/job bidding provisions of this agreement. No shift preference shall be exercised more than once in any twelve (12) month period, and then only when a vacancy exists.

ARTICLE 16 **LAYOFF AND RECALL**

Section 1. It is the intent of the parties, through this Article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Steubenville Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. When the Employer determines that a lack of work, lack of funds, or reorganization in operations of the Employer requires a reduction in force (e.g., layoff or job abolishment, etc.), the Employer shall notify the affected employees, in writing, at least fourteen (14) calendar days in advance of the effective date of the reduction. The Employer, upon written request from the Union, agrees to discuss with the representatives of the Union the impact of the layoff on the bargaining unit employees. This notice provision shall only apply to those employees originally affected by layoff and shall not apply to bumped employees.

Section 3. Procedure. When the City determines that a reduction in the work force is necessary, employees shall be laid off within the affected department and classification in the following order:

- A. Part-time, temporary, intermittent, and seasonal employees;
- B. Full-time employees who have not completed their probationary period;
- C. Full-time employees who have completed their probationary period within the department affected by the layoff.

Section 4. Bumping Rights. Employees shall be laid off in accordance with the above order on the basis of “City Wide” seniority within their department. An employee who is laid off shall be able to bump another employee with less seniority in an equal or lower rated classification within the same department.

In the event an employee is unable to “bump” a less senior employee in an equal or lower rated classification in the same department, the employee shall be able to exercise his seniority to bump the least senior employee in an equal or lower rated classification, in another department, provided he has the immediate ability to perform the job.

Section 5. Any employee who is bumped out of his classification shall have the same right to exercise his seniority in the above prescribed procedure in Section 4.

Section 6. Failure of an employee to exercise his bumping rights shall constitute a waiver of those rights.

Section 7. In the event employees have the same City-Wide Seniority date, a flip of the coin shall determine who has greater seniority.

Section 8. Before any bargaining unit employee is given notice of layoff under Section 1 above, the City and Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit in accordance with the layoff procedure, specifically Section 3. The Union shall receive a copy of all such layoff notices.

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

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

Section 11. The City shall recall employees from layoff by classification. Recalls from layoff shall be made in the reverse order of the layoff provided that the employee has the ability to perform satisfactorily the duties of the job for which he is recalled. Employees transferred to other positions as a result of layoff shall return to their former position. Employees being

recalled shall be notified to report to work by notice from the City sent by mail to the employee's address which he has given to the City for such purpose. A laid off employee shall have five (5) working days from the date of receipt of such notice to report to work. The employee shall be responsible for keeping the City informed of his current address. Employees shall be recalled from layoff to their classification or be returned to their former classification (if they have bumped) ahead of a job posting or hiring for that classification.

Section 12. Recall Rights. Employees shall be on recall for a period of the employee's City-wide seniority at the time of layoff. The Union Representative shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made.

Section 13. Notice of Recall. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

ARTICLE 17 **LEAVES OF ABSENCE**

Section 1. Union Leave. Absence without loss of regular pay shall be authorized to permit employees who are officers of the Union to attend meetings and conventions of International Union on a Regional, State, or National level. Only employees elected or appointed by the Union membership and certified to the City by official notification from the Union shall be granted such leave.

- A. The maximum number of employees who shall be released from duty without loss of pay shall be governed by Article IV, Section 6, of the Constitution of International Union of American Federation of State, County and Municipal Employees and further governed by the valid number of members of the bargaining unit.

(Article IV Section 6: Locals shall be entitled to delegates on the basis of membership as follows: 100 or fewer, one delegate; more than 100 but not exceeding 200, two delegates).

- B. The Union shall be limited to twelve (12), cumulative annually, leave days each calendar year provided that no more than two (2) employees from the same department are on leave of absence under this Section during the same period of time. If Union leave falls during posted vacation leave for Union delegates, said delegates shall not be entitled to additional pay or vacation leave. The City shall not be required to replace any such employee on an overtime basis.

The twelve (12) days leave under this Section shall not be accumulated from year to year.

Section 2. Family and Medical Leave (FMLA). Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve (12)

month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

- A. Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.
 - 1. In order for the employee to care for a newborn or recently adopted child;
 - 2. In order for the employee to care for a foster child placed with employee;
 - 3. The inability of the employee to work due to a severe health condition;
 - 4. In order for the employee to care for the employee's spouse, parent, child or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.
- B. Employees shall be entitled to such leave as outlined in items A1 and A2 above only during the twelve (12) month period immediately following the birth, placement, or adoption of a child. Employees requesting leaves pursuant to items A3 and A4 of this Article may do so subject to the conditions outlined in paragraph 1 above.
- C. For the duration of all such leaves as outlined in this Section 2, employees may utilize any or all of the following combinations of leave:
 - 1. Accrued, but unused sick leave;
 - 2. Accrued, but unused vacation;
 - 3. Leave without pay.

Nothing in this Article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section, but in no case shall the employee be entitled to more than twelve (12) weeks of Family and Medical Leave as defined in the Family and Medical Leave Act of 1993.
- D. During the term of any such leave outlined in subsection A of this Section 2, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested unpaid; nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.
- E. Employees shall provide to the Employer as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave. Within two (2) business days of returning to work the employee will be required to furnish the Employer with the reason for an FMLA qualifying; otherwise the leave will not be FMLA protected.

- F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

- G. In case of an employee requesting leave under subsection A1, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examination shall be borne by the Employer.

- H. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or the same or similar position if the prior position no longer exists, and shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this Agreement. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced work week. Intermittent or reduced work week family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member. Intermittent or reduced workweek family and medical leaves will not be granted for birth or adoption of a child, or the placement of a foster child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- 1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospice or residential medical care facility;
 - 2. Any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or;
 - 3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three (3) calendar day's and for prenatal care.
- I. Health Care Providers include:
- 1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,

2. Podiatrists, dentists, clinical psychologists, optometrists and Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,
 3. Nurse practitioners and nurse midwives authorized to practice under State law and performing within the scope of their practice as defined under State law: or,
 4. Christian Science practitioners listed with the First Church of Christ, Scientist, in Boston, Massachusetts.
- J. Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the Employer of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

EMPLOYEES SEEKING TO USE FAMILY AND MEDICAL LEAVE MUST PROVIDE:

1. Thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
2. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

Second and third medical opinions and periodic recertification when the City requires such at the City's expense:

1. Periodic response during family and medical leave on the employee's status and intent to return to work;
2. A "fitness-for-duty" certification upon return to work. Forms are available in each department.

ARTICLE 18
JOB DESCRIPTION

Section 1. The City shall furnish the Union with copies of job descriptions of any job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the City shall meet with the Union to discuss changes and answer any concerns before the job description is put into effect. However, the Union acknowledges that the Employer retains the right, at its sole and exclusive discretion, to establish and adjust duties for new and existing job descriptions/classifications.

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

ARTICLE 19
BARGAINING UNIT WORK/NO CONTRACTING OUT

Section 1. Bargaining Unit Work. Work customarily performed by employees within the bargaining unit shall not be performed by non-bargaining unit employees unless bargaining unit employees are not available or in the event of an immediate emergency.

Section 2. Contracting Out. It is agreed that work normally done by the bargaining unit employees shall not be contracted out to non-employees of the City of Steubenville, so long as bargaining unit employees and/or adequate equipment are available for said work and provided further no immediate emergencies exist that could endanger the citizens or community.

Section 3. Where bargaining unit work is being performed or subcontracted under Section 1 and 2, and such activity continues beyond normal work hours, it shall not be construed as a violation of this Article.

ARTICLE 20
WORK SCHEDULES

Section 1. Scheduling. Except for emergencies, which are to be the determination of the Administration, departmental work weekly schedules now in effect are hereby agreed to except no work schedule shall be changed without first holding a meeting between the City and the Union to discuss such changes through the labor management process. Changes in the normal hours of work and normal work week which are already in practice will continue subject to the operational needs of the respective Department.

Section 2. Notwithstanding the above, the Union recognizes the ability of the City to make any reasonable and/or necessary changes in the work policies, assignments and equipment usage in order to improve the efficiency of the departments, including but not limited to the following:

1. “Early Start” during the summer months for the “M&R Department.”
2. Employees may be assigned to cover a secondary shift during the winter months from October to April 15 in the Maintenance and Repair Department. Where the Employer determines there to be an anticipated or imminent need for extended coverage, additional staff may be deployed to a secondary shift in order to extend emergency service response capabilities within Maintenance and Repair.
3. Employees who paint curbs and apply “thermo-platis” to street lines may be assigned to work night shift when this work is being performed.
4. When weather permits, the street sweeper shift shall be from 4:30 a.m. to 12:30 p.m. This does not pertain to legal holidays that fall on those days of the week.
5. Employees who are assigned “sewer clean-out” may be assigned to the night shift when this work is being performed.

6. “Summer hours and days” in Recreation Department may be assigned to the employees during the summer months (two [2] employees), to be increased to three (3) employees upon the vacancy in the position of Recreation Supervisor, to be worked out between City and Union.
7. Provision of winter hours for employees of the Parks & Recreation Department shall be as follows: Park Crew will start at 6:30 a.m.
8. The City may alter schedules to perform recreation and maintenance and repair building maintenance.
9. Filter plant operations shall continue to utilize continuous scheduling as is the current practice.

The forgoing recognition of actions that the Employer has determined to be necessary to promote efficiency and service in its departments does not limit the Employer from determining that an adjustment is necessary and implementing such change after notifying and meeting to discuss the matter with the Union.

ARTICLE 21 **HOURS OF WORK**

Section 1. Overtime. All hours paid in excess of the regular work day or the normal work week, as described in Section 4, shall be defined as overtime work. Sick leave, vacation leave, and holiday leave shall be counted as “hours worked” for the purpose of computing overtime hours.

Section 2. Work Day. The regular work day shall be eight (8) consecutive hours of work within a twenty-four (24) hour period commencing with the employees’ starting time on Monday of each calendar week. All non-City Hall departments not working an adjusted schedule (see Article 20, Section 2, Work Schedules), will work from 7:00 a.m. until 3:00 p.m., including lunch. The normal work day for departments in City Hall will work from 8:30 a.m. until 4:30 p.m., including lunch.

Section 3. The normal hours of work each day shall be consecutive except for interruption for lunch periods. Reference to “consecutive hours of work” in the balance of this Article shall be construed to include lunch periods. Each work shift shall have a regular starting and quitting time and said starting and quitting time now in effect shall remain in effect for the duration of this Agreement.

Section 4. Call in Pay. Those employees who have completed their normal work day or work week, and who are called out to work shall be paid at the rate of time and a half (1 1/2) for a minimum of three (3) hours or actual time worked, whichever is greater. The City shall have the right to require any employee who receives three (3) hours call-out pursuant to this Section to work the full three (3) hours. The parties agree that the three (3) hour call-out does not apply to scheduled overtime.

ARTICLE 22
JURY AND WITNESS DUTY

Section 1. An employee will be granted a Leave of Absence for required jury duty and when subpoenaed as a witness and will receive eight (8) hours pay at his applicable hourly rate less any jury or witness duty compensation. Evidence of service and compensation received must be presented to the City prior to payment. Should the time required for jury duty and/or witness duty leave be less than four (4) hours, the employee is required to report to work for the remainder of the day.

ARTICLE 23
TRANSFERS/TEMPORARY PAY RATE

Section 1. Out of Class Opportunities Within Department. When the Employer determines that an out of class opportunity is to be offered to existing personnel within a Department, an employee shall be paid under the pay range of the job which he is called upon to perform for all hours of such assignment even though such assignment is of a temporary nature, provided however an employee is required to fill a position temporarily which bears a lesser pay scale than his own, the employee shall be paid at his regular rate of pay. The “High Rate” assignment will be offered, if voluntary, to the most senior, qualified employee within the applicable job classification where it is offered and within the applicable department, and if such assignment is of an involuntary nature shall be assigned by the Division Head to the least senior employee in the applicable job classification from which the assignment is made. When an employee performs such “High Rate” duties temporarily for a supervisory classification, such higher rate will be paid immediately upon assuming the duties.

ARTICLE 24
HOLIDAYS

Section 1.

A. All full-time employees of the City of Steubenville are hereby granted twelve and one-half (12 1/2) paid holidays per year as follows:

- New Years’ Day
- President’s Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Martin Luther King’s Birthday
- Good Friday (1/2 day afternoon)
- Independence Day
- Columbus Day
- Veteran’s Day
- Christmas Eve day (afternoon) December 31 day (afternoon)

For purposes of determining the pay to be given those employees paid on an hourly basis, eight (8) hours shall be determined to be a normal work day for full time employees.

- B. Employees whose salary is determined by virtue of being paid annually shall have such annual pay reduced to a monthly salary and further reduced to a daily wage and those employees shall receive their holiday pay based upon said daily wage.
- C. All employees of the City of Steubenville eligible herein shall receive in the pay period during which a holiday falls their regular rate of pay, and in addition thereto, employees hired before April 1, 2014, shall receive an additional pay for said holiday with said pay to be based upon the employee's regular rate of pay with said payment to be made on the 15th of July for those holidays which fall between the period of December 15 to June 15th of each year, and on the 15th day of December for those holidays that fall between the period of June 15th through December 14th of each year. Said additional pay shall be paid regardless of whether or not an employee works, and in the event that an employee of the City of Steubenville is required to work on a holiday, said employee shall receive an additional pay on the 15th day of July or the 15th day of December for one-half time for the time that was worked.
- D. An employee who is on vacation during the pay period during which a holiday falls shall be paid as herein above set forth, regardless of the fact that said employee was on vacation.
- E. In the event any City recognized holiday falls on a Saturday, such holiday shall be observed on the Friday immediately preceding, unless that Friday is also a recognized holiday in which case the holiday shall be observed on the next preceding work day. In the event any City recognized holiday falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday, unless that Monday is also a recognized holiday in which case the holiday shall be observed on the next succeeding work day.
- F. Any employee not working the full day on his regularly scheduled days of work immediately before and immediately after a holiday shall forfeit any holiday pay to which said employee is entitled. The employee shall lose only the eight (8) hours pay related to that specific holiday in that specific pay period; moreover, the employee shall not lose the holiday pay which is paid twice annually. This sub-section shall not apply to an employee who has a doctor's certificate for his absence.

This section does not apply to any employee not regularly scheduled for work on those turns immediately preceding or following said holidays, or to any employee missing work because of a prior injury or extended illness, subject to the provisions of Article 21, Section 2.

- G. Shift employees in the Water and Waste Water plants who are required to work on a holiday shall be paid during the applicable pay period at the rate of time and one-half. The parties agree that twelve (12) employees are covered by this provision.

ARTICLE 25
SICK/PERSONAL LEAVE

Section 1. Accrual/Transfer. For the year 2021, sick leave accrual shall remain unchanged from the prior Agreement. Effective with the first full pay following January 1, 2022, bargaining unit employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hour period worked, not to exceed one hundred twenty (120) hours annually. Such sick leave shall be accumulated without limitation. Sick leave earned with another public employer shall not be transferable to the City of Steubenville.

Section 2. Approval/Usage. Employees may use sick leave upon approval of the responsible administrative officer of the employing unit for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family, i.e., spouse, child, or parent.

Section 3. Minimum Increments for Use. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Section 4. Documentation. The proper appointing authority of each employee unit within the City shall require an employee to furnish a satisfactory written and signed statement to justify the use of sick leave. If medical attention is required, or the absence is greater than three (3) days, a certificate stating the nature of the illness from a licensed physician shall be required; otherwise a medical statement will not be required to justify the use of sick leave.

Section 5. Falsification/Abuse. Falsification of either a written signed statement or a physician certificate shall be grounds for disciplinary action, up to and including dismissal.

Any employee suspected of abusing sick leave and/or showing a pattern of abuse shall be subject to counseling. A pattern of abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous or related to holidays, weekends, vacation and/or consistent regular usage, or a method of usages of available sick leave. Further abuse/patterned use of sick leave or pattern abuse will result in disciplinary action, up to and including termination.

Section 6. Notification. An employee who is to be absent on sick leave shall notify the Department Head/designee of such an absence in accordance with established department policy.

Section 7. Fitness For Duty Examinations. If the Employer has 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. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separation made. Such action is non-disciplinary in nature.

Section 8. Annual Cash Out/Unused Personal Days. In January of each year, each employee shall have the option of selling back up to one hundred twenty (120) hours of accrued unused sick leave at a rate of 50% based upon the prior year's sick leave usage. The amount of sick leave eligible to be sold back is reduced hour for hour based on each sick leave hour utilized during the prior year. Notification of the employee's elections shall be provided to the Finance Department in accordance with its procedures.

Section 9. Sick Leave Conversion at Retirement/Disability Separation. Employees with up to ten (10) years of continuous service with the City shall upon retirement or termination of employment due to disability be reimbursed at a rate of 25% of their regular rate of pay for all unused sick leave days. Employees with ten or more years of continuous service with the City shall, upon retirement or termination of employment due to disability, be reimbursed at a rate of 50% of their regular rate of pay for all unused sick leave days up to a maximum of two hundred and fifty (250) days.

Section 10. Personal Days. In addition to sick time provided for under section 1, each employee shall be credited with personal days in January of each year according to the following schedule:

Less than 3 years of service	One (1) Personal Day
3 years but less than 5 years of service	Two (2) Personal Days
5 or more years of service	Three (3) Personal Days

Any bargaining unit member employed as of 10/19/2020 shall not have his personal day allotment decreased as a result of the implementation of time based schedule for personal days set forth above.

Section 11. Personal Day Scheduling. Scheduling and approval of personal days shall be subject to the Employer's determination of its operational needs. Personal days not utilized are lost.

ARTICLE 26 **INJURY ON DUTY PAY**

Section 1. When an employee is injured or suffers an occupational disease in the line of duty while actually working for the Employer, the employee shall be entitled to injury leave pay for up to sixty (60) days from the original injury date provided that the employee complies with the terms of this Article. The City will make this determination based on the nature and extent of the injury. In order to be eligible for such payment, the employee must provide a report of the injury as provided herein and comply with the terms of this Article.

Section 2. Qualifications.

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts

surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident, unless the injury or condition renders the employee unable to do so.

2. Furnish the Employer with a signed Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits. The injury must be an allowed BWC claim. In no event will compensation commence before paperwork is filed with the BWC. Competent medical proof of disability must be provided via proper documentation. The attending physician must complete the appropriate form in its entirety and affix his/her original signature to the form. The employee must complete a First Report of Injury (FROI) and sign a salary continuation agreement (C-55), authorization to release medical information and election form, unless the injury or condition renders the employee unable to do so.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days as a result of a qualifying event under Section 1.
5. Provide a medical certification from a physician on the list of Employer approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the employee's inability to return to work as a result of the injury, its nature as being permanent or partial, and in the event that said disability is of a partial nature, whether or not the injured employee is capable of performing any type of work, the kind of work able to be performed, the recommended treatment, and along with an estimated date of return.
6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work during the initial sixty (60) day IOD period shall be counted against the maximum IOD entitlement and compensated at the employee's current rate of pay.

Section 3. Benefits during IOD Period/Subsequent Absence. Any employee off work due to a work-related injury shall be entitled to all insurance coverage during the period of receipt for IOD. Longevity pay and Holiday pay will not be paid for the time an employee is off work on a work-related injury and not being paid by the City. Benefits earned while in active employment with the City shall be prorated up till the time the employee went off the payroll due to the on the job injury. An employee using his accrued sick leave shall continue to receive all benefits of an active full-time employee. Time spent on IOD shall not be captured for FML purposes. After the IOD period is exhausted, FML shall be run concurrently with subsequent paid or unpaid leave.

Section 4. Discontinuance of Benefits. All entitlements and benefits described herein will be discontinued upon any one or more of the following:

- A. Physician releases employee to return to work.
- B. Employee returns to work for another employer doing work similar to his City job functions or works during the same hours he would otherwise be scheduled for the City.
- C. Employee fails to return to a transitional “limited duty” assignment consistent with his/her medical restrictions and approved by the employee’s treating physician.
- D. Employee fails to appear for employer-sponsored medical examination.
- E. Employee has reached maximum medical recovery and/or the condition has become permanent.
- F. Regardless of the above conditions of termination, if the work-related injury exceeds the IOD period, management will evaluate the circumstances of the case and may, at its sole discretion, continue salary continuation or terminate injury leave benefits.
- G. The claim is found to be fraudulent after payment has commenced.
- H. The employee attempts to collect both wage continuation and temporary total compensation; and
- I. Employment is terminated.

Section 5. Delay in Payment/Reimbursement. When such injured employee has filed an application for Workman’s Compensation, which such application has: (1) not been disallowed; and, (2) been pending for more than thirty (30) days, then the City will continue to pay such employee in wages an amount equal to the rate then and there allowed by Workman’s Compensation. If, however, such claim for temporary total disability for Workman’s Compensation be ultimately disallowed, then the City shall be reimbursed all injury on duty pay so advanced, which such reimbursement shall be withheld from the pay of such employee at the rate of twenty five percent (25%) of his regular salary (per pay period) until the total amount of the advancement is repaid to the City.

Section 6. Any monies paid by the City to the employee pursuant to this article shall be reimbursed to the City in the same amount received by such employee from the Ohio Bureau of Workers’ Compensation for such relevant period of time.

Section 7. Light Duty/Transitional Assignments during IOD. A member who is not physically capable of performing full duty, with approval of an Employer-appointed physician and the City Manager or his designee, may be assigned to light/transitional duty tasks on a temporary basis. Employees are required to participate fully in any approved light/transitional duty assignments. Decisions by the City Manager/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

Section 8. Light Duty/Transitional Work after IOD Period. An employee incapable of returning to work beyond the IOD period shall use accumulated sick leave or any other

accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, the employee may apply for lost wages and benefits through the Bureau of Workers' Compensation. Additionally, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty may be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the initial IOD period.

Section 9. Disability Separation. Any employee who has exhausted his or her IOD benefits under this article and exhausted all available paid and unpaid leave benefits and is still unable to return to duty shall be disability separated from employment with reinstatement rights provided for under civil service. Such action is non-disciplinary in nature. Reinstatement rights expire twenty-four (24) months from the date of disability separation at which time the position will be declared vacant and the separated employee's reinstatement rights will be terminated as an employee of the City of Steubenville. This will not affect his/her claim with Worker's Compensation or the payment received from Worker's Compensation.

Section 10. Medical Appointments Connected to BWC Claims. When an employee has a doctor's appointment that is related to a workers' compensation claim, the employee does not have to use sick time for the appointment. The employee does have the responsibility to present a doctor's excuse upon return to work. If the employee fails to report to work within a reasonable time after the appointment, he/she will have to use sick time or have their hours reduced.

ARTICLE 27 **FUNERAL LEAVE**

Section 1. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay, for not more than a total of three (3) consecutive work days, one of which must include, or be contiguous to, the day of the funeral/ services.

Section 2. Immediate Family Defined. Immediate family as pertaining to this Article shall be defined as the employee's spouse, child, step-child, parent, parent-in-law, sibling, sibling-in-law, Grandparents, Grandchildren.

Section 3. The City Manager shall have discretion to provide funeral leave for the death of family members not listed above.

ARTICLE 28
HOSPITALIZATION AND AFSCME OF OHIO CARE PLAN COVERAGE

Section 1. All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan through the insurance committee and may offer alternative plans. The terms, conditions, and contribution rates, and all other aspects of any alternative plans so offered shall be at the sole and exclusive discretion of the City and may be subject to change. Cost containment measures may be adopted in the base plan by the City pursuant to the provisions of Section 3 below.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered.

The City, however, may modify the method of payment of the premium or the type of policy as a cost-saving measure and in doing so may eliminate benefits provided such benefits are uniformly offered to city personnel under the applicable plan.

Section 2. The City shall contribute \$47.50 per month per employee to the AFSCME Ohio Care Plan; the plan will provide for life, vision, dental, hearing, and prescription drug coverage. New employees shall be covered after the completion of ninety (90) days of employment.

Section 3. Insurance Committee.

1. A Citywide Health Care Cost Containment Committee has been established consisting of five (5) members. Three (3) of such members shall be Union representatives, one (1) from each of the City's three (3) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The remaining two (2) members of this committee shall consist of the City Manager and the Finance Director and their designees.
2. This committee, called the Citywide Health Care Cost Containment Committee, hereinafter referred to as the Committee, shall meet at least four (4) times a year. The City Manager shall serve as its Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the five (5) members shall have one vote, and, that a majority vote will be controlling. These rules and regulations may include provisions for providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.

3. The calendar year ending immediately before the establishment of the Committee (2003) shall be considered the initial base year for the purpose of determining health care cost economic data, and the monthly base contributions, including dental, effective 11/1/2018, based on this are as follows:

<u>Plan Type</u>	<u>City Base</u>	<u>EE Base</u>	<u>2018 Total Base Contribution</u>
Single	\$601.88	\$97.86	\$699.74
EE + 1	\$1,528.83	\$150.43	\$1,679.26
Family	\$1,520.21	\$204.81	\$1,725.02

The Committee will investigate methods to contain the overall cost of health care. These methods may include, but may not be limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care). The final determination as to the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee; however, under no circumstances shall the committee be empowered to elect a benefit structure that subjects the City to fines, penalties, or is otherwise not in compliance with the Affordable Care Act or any other federal legislation setting forth legal mandates for the provision of health insurance.

4. In the event that the overall cost of health care increases from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis, shall be shared between the City and the bargaining unit member on a 75-25% basis, respectively. However, in no event shall the bargaining unit members share increase more than fifty dollars (\$50.00) per month per year during the term of this agreement. In the event that the total costs for the plan on a monthly basis are below the base amounts set forth above, the costs shall be prorated back to the Employer and the employee on a 75/25% basis up to the original base contribution amount for each party.

ARTICLE 29 **VACATION SCHEDULE**

Section 1. Members of the bargaining unit hired before April 1, 2014, shall be entitled to receive vacations with pay in accordance with the following schedule, subject to additional vacation listed in Section 2. Members of the bargaining unit hired on or after April 1, 2014, shall receive vacations with pay in accordance with the following schedule except that they shall be capped at five (5) weeks vacation after fifteen (15) years of service.

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>
1 to 5 years	2 Weeks
over 5 to 10 years	3 Weeks
over 10 to 15 years	4 Weeks
over 15 to 20 years	5 Weeks
over 20 to 25 years	6 Weeks
over 25 to 30 years	7 Weeks
30 years or more	8 Weeks

Section 2. The current procedure on “GRANDFATHERED” vacation benefits shall remain in effect for those employees who are currently receiving a higher level of vacation than is called for in Section 1 above. This shall remain their level of vacation until such time as they would receive more vacation through the application of Section a above.

Section 3. Days specified as holidays in Article XXVII of this agreement shall not be charged to an employee’s vacation leave.

Section 4. The Department Heads shall arrange a schedule for granting of vacations so as not to interfere with the working of the department. Vacation scheduling shall start with the most senior employee through the least senior employee picking two (2) weeks of vacation time each (or whatever time less than two [2] weeks that the employee has and requests) on a rotational basis until all allotted vacation time that has been requested is scheduled. Any vacation time which an employee did not request at the time of this scheduling may be requested on a first come-first served basis among remaining available dates.

Section 5. Employees shall be permitted to utilize at least one (1) week of their vacation in single day (8 hour) increments. Request must be made in accordance with City policy upon reasonable notice and single day vacations may not be used the day before or the day after a holiday unless specifically approved by the employee’s supervisor.

ARTICLE 30
LONGEVITY

Section 1. Longevity pay for all members of the bargaining unit shall be based, paid, and set according to the following schedule for completion of service for the City as follows:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY (MONTHLY)</u>
0 to 4 years	No additional pay
over 4 years	\$4.00 per month for each month of service
After 30 years	No additional pay

Those members hired after April 1, 2014, who will now be eligible for longevity payments shall receive longevity beginning with the December payment (i.e., half of the annual payment).

ARTICLE 31
SHIFT DIFFERENTIAL

Section 1. A shift differential pay shall be in accordance with the following schedule:

Effective April 1, 2009:

Afternoon shift	\$.25 per hour
Midnight shift	\$.30 per hour

ARTICLE 32
WAGES

Section 1. The parties agree that there shall be no increase for the first year of the Agreement. Effective July 1, 2021, the Union may file to reopen negotiations. The reopen shall cover wages and other matters with cost implications to the Employer, and any adjustments made may be made retroactive to April 1, 2021. If, however, the City agrees to grant general wage increases to another bargaining unit for the year 2021, the Union may file to re-open negotiations sooner. The reopener will include equity adjustments for those positions previously discussed as part of negotiations within the Finance Department and unit composition issues related thereto.

Section 2. Water/Wastewater Licensure Supplemental Payments/Prior Equity Adjustments. Members of the Water Line Gang who have Class I, Class II or Class III Water licenses but are not required to have them as part of their job description shall receive an additional thirty-five (\$.35) cents per hour for each license they possess. Members of the Wastewater Line Gang who have Class I, Class II or Class III Wastewater licenses but are not required to have them as part of their job description shall receive an additional thirty-five (\$.35) cents per hour for each license they possess. The other wage inequities negotiated during these negotiations are reflected in the wage schedule “A” and represent the parties’ view that the classifications are now equalized. Additionally, Equity Adjustments have been made for Billing Cashiers, Billing Operators, and Customer Service and the parties agree that these rates are now equalized.

Section 3. CDL Licensure Requirements/Supplemental Payments. The parties agree that during the term of the Agreement, employees who are subject to being called out or detailed into Water or Wastewater Department service crew operations (i.e. line gangs) will be provided the opportunity to obtain supplemental CDL certification as a “Pintle A” CDL driver. The Employer will determine how many opportunities are to be made available and once those opportunities are identified, they shall be made available, by seniority, first within the affected department (by departmental seniority) and then among those individuals on the “out of department” call list as of October 1, 2017 (by city-wide seniority). Thereafter additional opportunities for Pintle A certification will be offered by City-wide seniority to those members who join the out of department call list after October 1, 2017.

Those members who already possess a CDL A and are working in gang operations in the Water or Wastewater Departments are on the “out of department” call-out list will receive a one-time lump sum payment in the amount of \$400 in January of 2018. Thereafter, those members shall receive a lump sum CDL bonus payment in the amount of \$200 annually provided that they continue to maintain the CDL licensure and the employee remains part of gang operations or on the “out of department” call list.

During the term of the parties agreement, those members who obtain CDL Pintle A certification and are working in gang operations in the Water or Wastewater Departments or are on the “out of department” call-out list will receive a one-time lump sum payment in the amount of \$400 in January of the year following that in which they obtained the certification. Thereafter, those members shall receive a lump sum CDL bonus payment in the amount of \$200 annually

provided that they continue to maintain the CDL Pintle A licensure and the employee remains part of gang operations or on the “out of department” call list.

Section 4. Wage schedules shall be a part of this agreement, marked as an Attachment “A” attached hereto, and made part hereof as if fully rewritten herein.

ARTICLE 33
HEALTH AND SAFETY COMMITTEE

Section 1. There is hereby established a joint Safety and Health Committee which shall consist of two (2) members appointed by the City and two (2) bargaining unit members appointed by the Union.

Section 2. The purpose of the committee is to establish safe and healthful working conditions and procedures in the City and to encourage all employees to follow said procedures. In the event of a dispute between the committee, the Union shall have the right to refer said dispute to the third step of the Grievance Procedure.

ARTICLE 34
PENSION PICK-UP

Section 1. The City shall continue the Public Employees Retirement System “Pick-Up” whereby employees have their PERS contributions deducted from their gross wages prior to the application of designated taxes.

ARTICLE 35
NEW/REVISED JOB CLASSIFICATIONS

Section 1. Newly Established/Revised Classifications. In the event new job classifications are established by the City or when substantial and permanent changes in job classifications or equipment operation are changed in any existing position after the effective day of this Agreement and before the termination date, such matters shall be proper subjects for immediate negotiations to establish a new or revised wage rate.

Section 2. Copies of Job Descriptions/Notice of Changes. Copies of job descriptions shall be furnished to the Union and to each employee at time of hire. Notice of a change in job description shall be given to the Union in advance of implementation so as to enable the parties to negotiate the same if necessary.

Section 3. Wage Rates. If in negotiations the parties are unable to agree to a new wage rate, the Union may submit the issue of the wage rate to arbitration, and the arbitrator shall have the authority to establish the new wage rate.

ARTICLE 36
UNIFORMS & EQUIPMENT

Section 1. Employees required to wear City approved uniforms/or uniform pants will receive one hundred fifty dollars (\$150.00) per year to purchase uniforms through payroll deduction at Weisberger's or another approved vendor. Employees working in positions designed by the City as requiring a standard of work boot (e.g. steel-toe boots, etc.) shall be provided one hundred fifty dollars (\$150.00) per year to purchase work boots meeting the established standard.

Employees are expected to wear and maintain such uniforms in good repair and wear the designated standard work boot. Failure to do so may subject an employee to discipline.

Section 2. The City will provide inclement weather gear -- carharts for the Line Maintenance crews and Electricians, Street Department (including also meter readers and rec. repairmen) and under armor for Sanitation employees one time during the term of the agreement.

Section 3. Effective January 1, 2021, the City shall pay an annual tool allowance to all employees in the Mechanic and Electrician classifications in the amount of four hundred dollars (\$400) per year per employee. Such tool allowance shall be individually recorded and spent through the Purchase Order procedure.

Section 4. Employees must utilize their applicable uniform and equipment allowances by October 31 of each calendar year. Any uniform or equipment allowance not utilized by October 31 shall be forfeited.

ARTICLE 37
LICENSURE

Section 1. Licensing Requirements. It is agreed that the City may require an employee to pursue a Class I License for Assistant Operators in the Water and Waste Water Departments, effective April 1, 2007.

It is agreed that the City will require a Class 1 License for Operators in the Water and Waste Water Department, effective April 1, 2007. Instead of a Class 2 Wastewater Treatment license, the Laboratory Technician shall be required to obtain a Class I Wastewater Plant Operator's License within three (3) years of appointment and to maintain the certification once obtained.

It is agreed that employees who choose to acquire Water and Waste Water licenses or lab certification shall have the cost of transportation to classes and the cost of such classes paid for by the City (as is the current practice). This payment shall apply once for each level of license. Thereafter, the employee shall be responsible for the costs. When an employee passes the test, such employee will be reimbursed for the cost of obtaining the license. Employees who acquire such license will be paid the increased wage rate as currently provided. Where the City requires an employee to pursue a water, wastewater, or lab certification that is not required in the job description, it shall pay the cost of such training and testing.

It is agreed that if two (2) or more employees bid on a position which requires a license, employees already possessing a relevant license may be awarded the position instead of a more senior employee; provided however, any current qualifications pertaining to years of experience on a prior position shall remain a consideration in filling said position.

Section 2. CDL Licensure. When an employee whose regular employment duties with the City require a CDL, that employee shall be reimbursed by the City the difference between the fee for a standard driver's license and the fee for a CDL renewal, when such renewal is necessary due to CDL expiration. When a CDL is not required, the City will provide an opportunity for any employee to obtain a CDL on a voluntary basis at the City's expense.

Section 3. Licensure Maintenance/Insurability. Should any employee who is required to maintain a valid CDL, driver's license, or other job required license fail to do so or should an employee fail to remain insurable under the City's motor vehicle insurance policy where his duties require that he operate City vehicles/equipment, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a temporary voluntary reduction. If the Employer determines that there exists non-licensure work available in the existing job classification or a vacancy exists in a lower level classification for which the requesting employee is presently qualified to perform the essential duties of the position, without further training, the employee may be given limited work in his classification or placed in the lower level position not requiring licensure or insurability as a temporary voluntary reduction at the Employer's discretion.

Where the employee requests a reduction and the Employer, at its sole and exclusive discretion, determines a temporary reduction will not be offered, the employee shall be placed on a limited unpaid leave of absence, not to exceed twenty-four (24) months.

At any point should the Employer determine that the continuation of limited duty or a temporary voluntary reduction is inconsistent with its operational needs, the employee may be placed on an unpaid leave of absence due to his failure to remain appropriately qualified for his permanent job classification for the remainder of the twenty-four (24) month period.

ARTICLE 38 **EMPLOYEE ASSISTANCE PROGRAM/DRUG TESTING**

Section 1. Employee Assistance Program. The City will offer an Employee Assistance Program. The City will provide racks and brochures in each department for the purpose of advertising the available employee assistance programs. The designated Union Steward will be responsible for the ordering and stocking of these materials.

Section 2. Drug Testing. The City has implemented a Transition Work Program and a Drug-Free Workplace Program. These programs are developed and subject to update in a manner that provides maximum benefit to the City and incorporates the Federal CDL Drug and Alcohol testing requirements.

Section 3. Notification of Prescription Medications/Narcotics. All bargaining unit members who perform safety sensitive functions or operate City vehicles/heavy equipment are required to

notify the City Manager/designee's office when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The City Manager/designee shall have the authority to consult with the Medical Review Officer who shall be a physician designated by the City and having expertise in occupational medicine.

Section 4. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the Drug Testing Policy established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this Article if the level reflects the dosage regimen. However, where the level is above the Drug Testing Policy level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

Section 5. Refusal to Test. An employee's refusal will be considered to be insubordination and the employee will be subject to termination. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result. An employee refusing to take a return to duty test cannot be returned to duty.

Section 6. Required Evaluation and Treatment. Those employees having tested positive for drugs or having self reported drug use in violation of the Employer's policies, shall not be permitted to perform or continue to perform safety-sensitive functions until he has been cleared by the SAP and passed a return to duty test. Any covered employee found to have engaged in prohibited drug or alcohol use shall be informed of available resources to evaluate and resolve problems with the misuse of alcohol and drugs and provided with a list of substance abuse professionals and counseling and treatment programs. The covered employee must be evaluated by a substance abuse professional (SAP) to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said rehabilitation program; and, after a determination that he has successfully complied with an education and/or treatment program, must pass a return to duty alcohol or drug test.

Section 7. Discipline. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. For a first offense of alcohol, marijuana, or a legal but regulated substance (provided that the employee has been prescribed the drug previously) under federal law, if the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time. Discipline for a subsequent positive finding on a drug or alcohol test shall be immediate termination.

1st offense positive tests for illegal drugs under federal law, refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination. Employees failing to provide notification to the Employer under Section 3 shall be subject to a three (3) day suspension for the first offense, a ten (10) suspension on the second offense, and termination for the third offense.

ARTICLE 39
NO STRIKE/NO LOCKOUT

Section 1. It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, welfare, and safety. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slow down or other interference with these services during the term of this Agreement and any extensions or renewals thereof. The Administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of City services.

ARTICLE 40
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Steubenville or Rules and Regulations of the Civil Service Commission of the City of Steubenville, 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 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 41
WORK RULES, POLICIES AND DIRECTIVES

Section 1. The Union recognizes that the Employer has the right to prepare and implement new and revised reasonable work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Notice. The Employer shall notify the Union of any alterations, deletions, or additions to the Employer's work rules and policies prior to their implementation except in emergency situations or where it is otherwise not practicable. If requested, the Employer agrees to meet with the Union for the purpose of receiving input regarding the rule adjustment prior to the implementation date or as soon as practicable thereafter.

Section 3. Distribution/Access. The Employer agrees that work rules shall be reduced to writing and distributed to employees. Any changes to the work rules and/or policies as may occur during the life of this Agreement shall be distributed to the Union and posted on bulletin boards prior to their effective date. All written policies shall be placed in a policy manual, and made available to all bargaining unit employees.

Section 4. Application/Administration. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement. In the event that the Union believes that any new or existing work rule, regulation, policy or procedure is in violation of any express terms of this Agreement, it may file a grievance in accordance with the grievance and arbitration procedure.

ARTICLE 42 **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

Section 1. The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to negotiate the impact of the decision with the Union. If the parties are unable to reach agreement on the matter and impasse is reached, the Employer may unilaterally implement such changes after such discussions have occurred.

ARTICLE 43 **SEVERABILITY**

Section 1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, the parties hereto shall meet to renegotiate those specific Articles, Sections, or portions affected, with the remainder of the Agreement remaining in full force and effect.

Section 2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 3. Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 44
DURATION

Section 1. This Agreement shall be effective as of April 1, 2020, and shall remain in effect until March 31, 2023, at 11:59 o'clock p.m.

Section 2. Notice to reopen the agreement shall be sent by either party at least sixty (60) days prior to the expiration of the agreement by certified mail. Each party shall notify the other of any address changes during the term of this agreement.

Section 3. All terms and conditions and definitions contained in this Agreement shall be in accordance with Section 4117 of the Ohio Revised Code.

5. This Memorandum of Understanding shall fully resolve the wage reopener (SERB Case No.: 2020-MED-01-0090) set forth in Section 1 of Article 32, Wages, and this memorandum supersedes and replaces said reopener language and the prior Appendix A.

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and signed by their respective designated officers on the _____ day of _____, 2021.

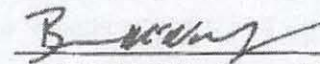
CITY OF STEUBENVILLE, OHIO

**AFSCME OHIO COUNCIL 8,
LOCAL 2015, AFL/CIO**


Jim Mavromatis, City Manager

AFSCME Local 2015 President

/s/ Michael J. Zhelesnik
Michael J. Zhelesnik, Labor Consultant



AFSCME Ohio Council 8 Representative



Costa Mastro, Law Director

Bargaining Team

Bargaining Team

Bargaining Team

Bargaining Team

ATTACHMENT A
AUTHORIZATION AGREEMENT FOR PAYROLL DEDUCTION



PUBLIC SECTOR



AUTHORIZATION/MEMBERSHIP

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

I request and hereby accept membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to act as my exclusive bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment with my employer. I agree that my membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may be revoked by me by giving written notice of my desire to withdraw from union membership to a subordinate body. I understand that my membership authorization is separate from my checkoff agreement and that I may only revoke dues authorization in accordance with the procedure set forth below.

Print Name _____
 Address _____ City _____ State _____ Zip _____
 Employee Signature _____ Date _____



**AUTHORIZATION AGREEMENT
 FOR PAYROLL DEDUCTION
 (CHECKOFF AGREEMENT)**



Effective immediately, I hereby voluntarily authorize and direct my employer to deduct from my wages each pay period, or such other period as set forth in the applicable collective bargaining agreement, the amount of dues, initiation fees or assessments certified by the Union and as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period; provided however, if the applicable collective bargaining agreement specifies an annual revocation window period of longer than fifteen (15) days, then only that longer period shall apply. The applicable collective bargaining agreement is available upon request.

This Agreement supersedes any prior checkoff agreement/card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. I understand that I have a right to retain employment without joining the union or paying union dues.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Print Name _____
 Address _____ City _____
 State _____ Zip Code _____ Home () _____ Personal Cell () _____
 Personal Email _____ Last 4 Digits of Your Social Security No. _____
 Employer _____ Job Title _____
 Worksite/Building _____ Shift _____
 Signature _____ Date _____

**By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.*

(Revised 2/20) (Council)

APPENDIX A
BARGAINING UNIT JOB CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>Effective</u>
	<u>4/1/2020</u>
Account Clerk II (Finance Dept)	\$18.435
Account Clerk II (After 120 Days)	\$18.969
Animal Control/Litter Control	\$19.663
Assistant Electrician	\$17.940
Assistant Electrician (After 1 Year)	\$19.291
Assistant Operator-Water	\$19.169
Class 1 Water License	\$19.714
Class 2 Water License	\$19.979
Class 3 Water License	\$20.142
Class 3 Water License with Lab Certification	\$20.395
Assistant Operator -Wastewater	\$18.560
Class 1 Water License	\$19.081
Class 2 Water License	\$19.347
Class 3 Water License	\$19.511
Chief Wastewater Operations Supervisor	\$20.307
Chief Water Plant Operations Supervisor	\$21.191
City Electrician	\$22.250
Clerk Typist 1	\$17.010
Clerk Typist 1 (After 120 Days)	\$17.642
Clerk Typist 2	\$17.010
Clerk Typist 2 (After 120 Days)	\$17.642
Custodian	\$18.247
Custodian/Building Maintenance Repairman	\$19.663
Customer Relations	\$18.586
Customer Relations (After 120 Days)	\$19.119
Deputy Building Inspector	\$20.825
Electrician	\$21.029
Engineer Aide	\$18.880
Engineer Aide (After 1 Year)	\$20.105
Engineer Aide (After 2 Years)	\$20.421
Engineer Aide(After 3 Years)	\$20.825
Engineer Aide (After 4 Years)	\$21.230
Engineering Draftsman	\$19.208
Executive Secretary 1	\$17.010
Executive Secretary 1(After 120 Days)	\$17.642
Heavy Equipment Operator	\$19.663
Housing Inspector	\$16.758
Laboratory Technician -Wastewater	\$19.625
Lead Mechanic	\$21.028
Line Leader	\$19.081
Maintenance Worker 1	\$18.326
Maintenance Worker (Refuse Collector)	\$18.326
Maintenance Worker 2	\$18.560

APPENDIX A
BARGAINING UNIT JOB CLASSIFICATIONS
(Continued)

<u>CLASSIFICATION</u>	<u>Effective</u> <u>4/1/2020</u>
Maintenance Worker 2 (Meter Truck)	\$19.663
Maintenance Worker 2(Refuse Collector Operator)	\$18.664
Maintenance Worker 2 (With CDL Required)	\$18.664
Maintenance Worker 3 (Bricklayer)	\$19.663
Maintenance Worker 3 (Meter Repair)	\$19.663
Maintenance Worker 3 (Tree Trimmer)	\$19.663
Mechanic	\$19.663
Meter Reader/Installer	\$19.663
Meter Reader	\$18.640
Park Maintenance Foreman	\$20.269
Police Matron/Clerk Typist	\$16.113
Police Matron/Clerk Typist (After 120 Days)	\$16.744
Receptionist	\$11.393
Recreation Supervisor	\$17.452
Sanitation Foreman	\$20.269
·Secretary 1	\$17.010
Secretary 1(After 120 Days)	\$19.777
Secretary 2	\$17.829
Secretary 2(After 120 Days)	\$18.399
Secretary 2A	\$18.460
Secretary 2A (After 120 Days)	\$18.993
Street Maintenance Foreman	\$20.269
Utilities Billing Cashier	\$17.829
Utilities Billing Cashier(After 120 Days)	\$18.399
Utilities Billing Operator	\$20.000
Utilities Billing Operator(After 120 Days)	\$18.399
Wastewater Maintenance Foreman-Class 1 License	\$20.915
Wastewater Maintenance Foreman-Class 2 License	\$21.040
Wastewater Plant Operator	\$19.663
Wastewater Plant Operator Class 2 License	\$20.167
Wastewater Plant Operator· Class 3 License	\$20.130
Water Line Maintenance Foreman	\$21.040
Water Line Leader	\$20.339
Water Plant Operator	\$20.547
Water Plant Operator-Class 2 License	\$20.837
Water Plant Operator-Class 3 License	\$21.015

These Positions Must Assist Each Other As Needed.

LETTER OF UNDERSTANDING
DISCIPLINE

The parties agree that suspensions issued prior to April 1, 2020, will expire in accordance with the schedule contained in Article 7, Section 6, and not be eligible for consideration if they have expired in a subsequent termination.

LETTER OF UNDERSTANDING
LUMP SUM PAYMENT/INSURANCE COSTS

In the event that employee insurance costs are increased for the year 2021, each eligible employee (i.e., employees receiving City sponsored health insurance at the time of the insurance cost increase) shall then receive a lump sum payment which is the lesser of either six hundred dollars (\$600.00) or the annualized monthly increase (e.g., if the monthly cost increase is twenty dollars [\$20.00], the payment would be two hundred forty dollars [\$240.00]). Such payment will be issued by separate check on or before March 31, 2021.

MEMORANDUM OF UNDERSTANDING
EMERGENCY SERVICES CALL OUTS/DISCIPLINE

Section 1. The parties recognize that one of the core functions of unit members is to perform emergency services generally including work that is necessary to restore or maintain city services, operations and systems (examples are snow and ice removal; snow and ice control; flood control, infrastructure failures, or response to natural disaster).

Employees designated to respond to perform emergency public service operations are expected to be available for emergency services and shall provide valid and up-to-date phone numbers (including cell phones) for emergency contact. Employees are further expected to leave their phones on and respond to calls when it is reasonably expected that the need for emergency services may be imminent.

Employees who have provided an acceptable notice of unavailability, as determined by the Employer but subject to a standard of reasonableness, or who are on an approved vacation or other approved leave, are not expected to respond to an emergency call-out. Employees who are unavailable for emergency call-outs due to injury or illness are expected to call in and explain their unavailability and may be required to provide medical evidence to justify their unavailability.

Section 2. Discipline Failure to Respond to Call-out. The parties agree that disciplinary action for violations of this Memorandum and failure to respond to mandatory overtime will be subject to a standard of just cause.

MEMORANDUM OF UNDERSTANDING
SUCCESSORSHIP

The Employer agrees that should it sell off a portion of its operations to a private sector entity, it will include a provision in the sale contract that would require the purchasing entity to honor the existing AFSCME labor contract for the duration of the Agreement.

MEMORANDUM OF UNDERSTANDING
FAIR SHARE FEES

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Steubenville (Employer) and Ohio Council 8, AFSCME, AFL-CIO (“Union”) in order to address the controlling authority of the decision of the United States Supreme Court in Janus v. AFSCME, Council 31, et al., 585 U. S. ____ (2018).

The parties acknowledge that they have agreed to remove the fair share fee language of the contract based on the aforementioned Janus decision. The parties further agree that should the United States Supreme Court modify or reverse its Janus position, or action be taken by a Federal or State entity with legislative jurisdiction and authority to provide for an alternative or modified collection/enforcement mechanism, the parties agree that fair share fee will be reinstated and shall engage in mid-term bargaining to negotiate a legally permissible structure for the deduction of what was previously known as fair share fees.