



12/11/2020
1412-01
20-MED-05-0617
39760

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ELYRIA

AND

LOCAL #277 AND OHIO COUNCIL 8

OF THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, AFL-CIO

STATE EMPLOYMENT RELATIONS BOARD

CASE NO. 2020-MED-05-0617

**Effective September 1, 2020 Through
December 31, 2021**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Agreement.....	1
2	Preamble/Purpose	1
3	Union Recognition	1
4	Pledge Against Discrimination and Coercion.....	3
5	Management Rights	4
6	Union Representation.....	5
7	No Strike/No Lockout.....	6
8	Health and Safety	7
9	Work Rules	9
10	Severe Weather	9
11	Dues Check Off.....	10
12	Fair Share Fee	11
13	Bulletin Boards	12
14	Progressive Disciplinary Standards	13
15	Grievance Procedure	15
16	Probationary Period	19
17	Seniority	19
18	Hours of Work	20
19	Wages	21
20	Longevity	21
21	Call-In Pay and Hold-Over Pay	22
22	Show-Up Pay	23
23	Stand-By Pay	23
24	Overtime Premium Pay	23
25	Equalization of Overtime	24
26	Shift Premium	25
27	License Incentive	25
28	Commercial Drivers License	27
29	New Jobs	28
30	Promotions and Job Bidding	29
31	Temporary Transfers	31
32	Temporary Pay	32
33	Sick Leave	32
34	Sick Leave Incentive	34
35	Bereavement Leave	35
36	Injury-On-Duty	36
37	Leave of Absence	37
38	Personal Leave	38
39	Military Leave	38
40	Union Leave	39
41	Court Leave	39

42	Layoffs	39
43	Restoration of Forces	40
44	Vacation	41
45	Holidays	42
46	Hospitalization	42
47	AFSCME Care Plan	46
48	Foreman/Supervisor	46
49	Miscellaneous Provisions.....	46
50	Rest Periods and Lunch.....	47
51	Severability	47
52	Welfare to Work and Subcontracting.....	48
53	Labor/Management Committee	48
54	Neutrality and Card Check Agreement	49
55	Copies of Contract	50
56	Duration of Agreement	50
	Signature Page	51
	Appendix A:	52
	Appendix B:	53
	Appendix C: Grievance Form	54
	Grievance Form: Step 1 Form.....	55
	Grievance Form: Step 2 Form.....	56
	Grievance Form: Step 3 Form.....	57
	Appendix D: Vacant Position Forms	58
	Appendix E: Agreement-Worker's Compensation	60
	Appendix F: Equalization of Overtime	61
	Appendix G: Meter Readers Program.....	63
	Appendix H: Panel of Arbitrators	65
	Appendix I: Wage Rates: Year 2017-2018	66
	Letter of Agreement, Operator Position.....	67
	MOU, Hospitalization.....	68
	MOU, Sick Leave Conversion.....	70
	MOU, Sick Leave Retirement.....	71
	Letter of Understanding, Employee/Employer Contribution.....	72
	Letter of Understanding, Sick Leave Sell Back	73

ARTICLE 1
AGREEMENT

Section 1.1. This Agreement is entered into between the City of Elyria, hereinafter referred to as the “City” or as the “Employer,” and the Elyria Ohio Public Employees Union A.F.S.C.M.E. Local #277 and Ohio Council 8 of the American Federation of State, County, and Municipal Employees AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 2
PREAMBLE/PURPOSE

Section 2.1. The City and the Union agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

- a.) To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.
- b.) To provide for the peaceful and equitable adjustment of differences that may arise.
- c.) To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- d.) To insure the right of every employee to fair and impartial treatment.
- e.) To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment.
- f.) To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- g.) To provide for orderly and harmonious employee relations in the interest of the parties, and of the citizens of Elyria, Ohio.

Section 2.2. Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the bargaining unit as defined hereunder.

ARTICLE 3
UNION RECOGNITION

Section 3.1. The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours, and other terms and conditions of employment for all regular full-time employees of the Employer in the following departments:

Building, Community Development and Engineering, Street, Sanitation, Water Distribution, Water Pumping, Parks and Recreation, Wastewater Pollution Control Plant, Central Maintenance Garage, Police, Fire, Public Utilities, Engineer, Building and Lands (City Hall custodial staff) and Communications, in the following classifications:

Accounting Clerk I, II	Financial/Project Systems Coordinator
Administrative Aide	Heavy Equipment Operator
Animal Warden	Inspector-IND. Pre-Treatment
Building Inspector	Lab Technician
Clerk	Lab Technician, Waste Water I, II, III
Clerk Cashier	Laborer I, II
Clerk-Typist (excluding Safety-Service Director's Office)	Landfill Attendant
Clerk-Typist/Public Utilities I, II	Leadman I, II, III
Clerk Parts/Stockroom	Light Equipment Operator
Communication Sr. Tech.	Maintenance Manager
Communication Technician	Mechanic I, II, III
Computer Key Punch/Verify	Meter Reader
Computer Operator I, II, III	Park Ranger I, II
Computer Operator Trainee	Parking Meter Attendant
Computer Programmer I, II, III	Park Warden
Computer Programmer Operator	Project Coordinator
Computer Programmer Trainee	Pump Operator
Computer Technician	Records Clerk I, II
Construction Inspector I, II, III	Route Manager
Custodian	Sanitation Collector
Deputy Housing Inspector	Sanitation Sub. Collector
Deputy Housing Inspector II	Secretary I, II
Drafter I, II, III	Senior Electrician
Electrician	Senior Laboratory Technician
Electrician Specialist	Senior Pre-treatment Industrial Insp.
Electrician Technician	Service Worker I, II, III
Electrician/Technician Specialist	Skilled Maintenance
Engineering Technician I, II, III	Skilled Painter
Engineering Technician - UTIL	Technician Specialist
Equipment Control Electrician	Technician - Traffic Control
Field Crewman	Vehicle Equipment Operator
Filter Operator	

Section 3.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3.3. Notwithstanding the provisions of this article, management, confidential, supervisory, part-time, casual, temporary and seasonal employees, shall not be included in the bargaining unit. As used in this Agreement, the following terms shall have the meanings indicated:

- a.) “Confidential Employee” means any employee who works with information to be used by the City in collective bargaining; or who works in a close continuing relationship with public officers or representatives who directly participate in collective bargaining on behalf of the City.
- b.) “Management Employee” means an individual who formulates and effectuates policy on behalf of the City or who may reasonably be required on behalf of the City to assist in the preparation for the conduction of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.
- c.) “Supervisory Employee” means any individual who has authority to do any of the following duties in the interest of City:

Hire, transfer, layoff, recall, promote, discharge, assign, reward, or discipline other public employees, to adjust their grievances or to effectively recommend such actions, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

ARTICLE 4

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 4.1. The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, political affiliation, genetic information, religion, military status, and involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 4.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4.3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 4.4. The Union recognizes its responsibility as bargaining agent and agrees to represent all

employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4.5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union of its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. Nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- a.) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- b.) To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- c.) To determine the City's goals, objectives, programs, and services. To utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- d.) To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- e.) To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- f.) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- g.) To determine the necessity to schedule overtime and the amount required thereof;
- h.) To determine the City's budget and uses thereof;
- i.) To maintain the security of records and other pertinent information;
- j.) To determine and implement necessary actions in emergency situations;

- k.) To maintain the efficiency of governmental operations;
- l.) To exercise complete control and discretion over department organization and the technology of performing the work required;
- m.) To set standards of service and determine the procedures and standards of selection for employment.

Section 5.2. The above rights and responsibilities of the Employer shall remain that of the Employer except as specifically modified by provisions contained in this Agreement or ensuing agreements reached through negotiations.

ARTICLE 6
UNION REPRESENTATION

Section 6.1. The Union shall furnish the City with a written list of the stewards and their alternate indicating which area each is assigned, and shall promptly notify the City in writing of any changes.

Section 6.2. Employees selected by the Union to act as Union representatives for the purpose of processing and investigating 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. The City will recognize one (1) Steward in each of the following areas:

- Area #1 - - Parks and Recreation and Cemetery Departments
- Area #2 - - Wastewater Pollution Control Collection Systems
- Area #3 - - Street Departments
- Area #4 - - Water Distribution (and Public Utilities Staff at Central Maintenance Garage)
- Area #5 - - Water Pumping Station Department
- Area #6 - - Wastewater Pollution Control Plant Department (down)
- Area #7 - - Central Maintenance Garage & Communications Departments
- Area #8 - - City Hall (Building Department, Community Development, Engineering)
- Area #9 - - City Hall (Police Department, Fire Department, Public Utilities)
- Area #10 - - Sanitation Department

Section 6.3. No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 6.4. The Stewards shall represent all bargaining unit employees in their area and will be allowed a reasonable amount of time to investigate, and process grievances during working hours without loss of pay provided the Steward and/or Local President receives written authorization from his supervisor.

Section 6.5. To secure pay for time off afforded by the Employer during their regularly scheduled working hours under this article, the above mentioned Stewards may be required to

use the authorization forms which will be provided by the Employer for the accounting of such time, a copy of which is attached as Appendix A and made a part hereof.

Section 6.6. If there is a reason to suspect that the Union is abusing time under Section 4 of this article, the Employer shall discuss the situation with the Union at a special meeting as requested by the Safety Service Director. If it is determined that actual abuse occurred and the abuse continues after the special meeting, the Safety Service Director shall have the right to deny the Steward future paid time off as provided in Section 6.4 of this Agreement, but only after discussion with the Local Union President. It is understood that the Union has the ability to grieve the determination of whether abuse has actually occurred.

Section 6.7. Grievance hearings or other necessary meetings between the City and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 6.8. The use of City equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement or approved in advance by the Safety Service Director. These include, but are not limited to, use of typewriter, copying and duplicating machines, use of City paper, and the use of City vehicles.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of Elyria. Therefore:

- a.) The Union agrees that it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sick out, walkout, slowdown or any other interruption of operations or services of the Employer, by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall encourage all employees to immediately return to work, or if the Union fails to post such notice, the Employer shall have the option of canceling any Article, Section, or Subsection to this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such interruption of operations or services as previously outlined, may be discharged or have other disciplinary action taken.
- b.) The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any

lockout of members of the Union, unless those members shall have violated Section 'a' above.

Section 7.2. Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

ARTICLE 8 **HEALTH AND SAFETY**

Section 8.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the City accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The Department Heads will correct unsafe working conditions, and see that the safety rules and safety working methods are followed by their employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safety work methods of the City. All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known. Losses resulting from the employee's failure to exercise reasonable care, or for willful destruction of any tools, vehicles, facilities, supplies, or equipment, may result in disciplinary action. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee.

Section 8.2. The City will provide storage for the tools of employees who are required by the nature of their work and by their Department Head to use their own personal tools in order to perform their work. The City agrees that it will provide replacement tools for any tool stolen as a result of a break-in provided said tools were properly stored by the employee.

Section 8.3. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Committee, who will advise the City whether they believe any corrective action, is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Committee and work supervisor are advisory only, and shall not bind the City or prevent the employee(s) from filing a safety complaint or grievance.

Section 8.4. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when the Public Employees Risk Reduction Program ("PERRP") under the Ohio Bureau of Workers' Compensation specifically requires engineering and/or work practice controls. The equipment provided must meet the requirements of PERRP or agencies referred to by PERRP (e.g., ANSI, MSHA, and NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 8.5. Employee exposure records (Environmental Monitoring and Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to his designated representative, upon tendering to the City a signed written consent form from the employee who is the subject of the record.

Section 8.6. The Safety Committee shall consist of the Safety Officer, one (1) additional Employer appointee, and two (2) bargaining unit members and two (2) alternates appointed by the Union. Bargaining unit appointees shall not serve on the Committee for more than twelve (12) consecutive months unless agreed to by Safety Service Director. The Union shall provide to the City a list of its appointees for each Agreement year. This will be provided not less than one (1) month prior to the anniversary date of this agreement.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

- 1.) Review all health and safety complaints and make recommendations for corrective action.
- 2.) Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
- 3.) The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 3 of this article.
- 4.) Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.
- 5.) Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to drive the safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

Section 8.7. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee. However, this section shall not prohibit the Union or Employee from filing a grievance and having it heard at Steps 1, 2 and 3 of the Grievance Procedure.

ARTICLE 9
WORK RULES

Section 9.1. The City or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, procedures, and directives, and to regulate the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of work rules.

Section 9.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 9.3. Any additions or amendments to the work rules shall be reduced in writing, posted on department bulletin boards for a period of three (3) working days, and within three (3) days of the posting, all employees must sign to acknowledge the awareness of the addition or amendment. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. The notification requirements for work rules do not limit the right of the City to implement a work rule prior to the conclusions of the acknowledgment or posting period.Section 9.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Department Head and/or the Safety Officer, or by the use of outside vendors for the conduct of awareness training.

ARTICLE 10
SEVERE WEATHER

Section 10.1. It shall be the policy of the City not to require employees to perform work, except in cases of an emergency, in temperatures of five degrees (5°) Fahrenheit above zero (0°) or below, or if there are six inches (6") inches of snow until after the streets have been cleared. In the event there is any difference of opinion in respect to the weather temperature, the parties will abide by the temperature shown on the thermometer located at the Central Maintenance Garage. In the event the sanitation employees, as a whole, choose to work in temperatures of five degrees (5°) Fahrenheit above zero (0°) or below, such employees shall automatically receive an additional six dollars (\$6.00) for the entire day as provided in Section 2 of this article, even if the City has not declared an emergency condition.

Section 10.2. If in the opinion of the Safety Service Director an emergency condition exists, the determination of whether or not the employee will work will be made by the Safety Service Director after a discussion with the president of the local or in his absence, the vice-president of the Local 277 if they are available. Should the Safety Service Director invoke this emergency section provision, any employees who are asked and choose to work outside under emergency conditions shall receive an additional seventy-five cents (\$.75) per hour for the entire day. Employees performing incidental or minimal duties shall not receive this benefit. Any employee required to work on overtime under emergency conditions shall also receive the additional seventy-five cents (\$.75) per hour for the length of the overtime period.

Section 10.3. For this article, an emergency is defined as an impairment in City services or operations which cannot be delayed until the beginning of the next regular work day. Any dispute regarding an emergency situation will be submitted directly to Step 2 of the Grievance Procedure after conclusion of the emergency.

Section 10.4. If Section 1 of this article takes effect, the City may transfer the employees affected to other departments where severe weather is not a factor. Said employees shall receive their regular rate of pay, but shall fall under the supervision of the department head in the department where they are transferred.

Section 10.5. The City shall provide jackets (carharts) and insulated coveralls for all employees who work outdoors in winter weather. The City shall provide rubber gloves to Sanitation Department employees. The City shall provide raingear and boots for employees required to work in adverse weather conditions.

ARTICLE 11

DUES CHECK OFF

Section 11.1. The City agrees to deduct regular Union membership dues per pay from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct Union dues with the next payroll period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City (see Appendix B).

Section 11.2. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 11.3. In conjunction with notification to the local Union's Secretary/Treasurer, the Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization by the employee, or (f) resignation by the employee from the Union.

Section 11.4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 11.5. It is agreed that neither the employees nor the Union shall have a claim against the City for errors in processing of deductions unless a claim of error is made to the City, in writing within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted

by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 11.6. Two (2) weeks advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Secretary/Treasurer of the Union a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

Section 11.7. The Employer shall provide the Union separate alphabetical lists of the names, addresses, and social security numbers for each employee on whose account dues were deducted during the previous month including the amount of the deduction. The Employer shall also provide the name of each employee whose name has been dropped from the prior dues list and the reason(s) for the omission.

Section 11.8. Employees may authorize the City to deduct contributions to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) by payroll deduction (check-off). Upon receipt of the employee's P.E.O.P.L.E. deduction authorization, the City shall make the deduction and remit monthly to P.E.O.P.L.E. all such deducted monies.

ARTICLE 12 **FAIR SHARE FEE**

Section 12.1. All bargaining unit employees who are not members of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share obligation shall commence on:

- a.) The effective date of this agreement for all employees who have been employed for more than sixty (60) calendar days.
- b.) The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this agreement.
- c.) The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this agreement.

Section 12.2. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix B, attached hereto. Appendix B, including all amendments thereto, is incorporated in this article by reference.

Section 12.3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided in Article 11 for dues deductions. The Employer shall provide the Union separate alphabetical lists of the names, addresses, and social security numbers for each employee

on whose account a fair share fee was deducted during the previous month including the amount of the deduction. The Employer shall also provide the name of each employee whose name has been dropped from the prior fair share list and the reason(s) for the omission. The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 office.

Section 12.4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each nonmember, bargaining unit employee, of each obligation established in Appendix B.

Section 12.5. The Union may amend Appendix B, by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt of the Employer.

Section 12.6. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 12.7. This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 12.8. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 12.9. This article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix B, no portion of this article may be amended except by written signed agreement of the parties.

ARTICLE 13 **BULLETIN BOARDS**

Section 13.1. The Employer shall provide the Union with bulletin boards in each department including one in or near the Engineering Department for use by the Union.

Section 13.2. All Union notices, which appear on the bulletin boards, shall bear the written approval of the Union President and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- a.) Union recreational and social affairs;
- b.) Notice of Union meetings;
- c.) Union appointments;
- d.) Notice of Union elections;
- e.) Results of Union elections;
- f.) Reports of non-political standing committees and independent non-political arms of the Union;
- g.) Publications, rulings or policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

- a.) Personal attacks upon any other member or any other employee;
- b.) Scandalous, scurrilous or derogatory attacks upon the administration, or County officials;
- c.) Attacks on any other employee organization;
- d.) Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

Section 13.3. The Employer agrees to maintain Union bulletin boards when damage or wear is caused by normal wear and tear.

ARTICLE 14

PROGRESSIVE DISCIPLINARY STANDARDS

Section 14.1. An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action within ten (10) working days after the employer, through its Department Head or his designated representative, has knowledge of the event necessitating the discipline unless the initiation of disciplinary action would jeopardize an ongoing criminal or

administrative investigation (by a City or non-City agency) of violations of the rules, ordinances and statutes of the City or State. The City shall have the burden of proof that a more comprehensive investigation was being conducted. A copy of said written notice will be forwarded to the employee's Steward and Local Union President unless the employee requests otherwise.

Section 14.2. In those cases not involving incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty, violations of rules of the City, or any other failure of good behavior or any act of misfeasance, malfeasance or nonfeasance in office, the Employer shall follow a policy of progressive discipline including verbal warning, written warning, suspension without pay of one to five days, suspension without pay of ten to thirty days, and/or termination. Repeated offenses shall be subject to progressive discipline regardless of whether they are similar in nature; however, Employer, within its sole discretion, may decide to repeat steps.

Section 14.3. An employee may request to have a Department Steward present when discipline is issued by the Department Head. An employee may request to have the Department Steward and the Union President present when discipline is issued by the Safety-Service Director.

Section 14.4. Records of verbal or written warnings shall cease to have force and effect, and shall not be considered or relied on, upon the completion of a twelve (12) month period following the effective date of such disciplinary action provided there is not intervening disciplinary action taken during that time period.

Records of suspension of one (1) to nine (9) days shall cease to have force and effect, and shall not be considered or relied on, upon the completion of an eighteen (18) month period following the effective date of such disciplinary action provided there is not intervening disciplinary action taken during that time period.

Suspensions of ten to thirty days shall cease to exist, and shall not be considered or relied on, upon the completion of a twenty-four (24) month period following the effective date of such disciplinary action provided there is not intervening disciplinary action taken during that time period.

Section 14.5. Written reports of all disciplinary action taken against an employee should be made and kept on file in the Safety Service Director's office and copies of the reports should be given to the employee and the employee's Department Steward within five (5) working days thereafter. Such written reports should include the following:

- 1.) The specific offense;
- 2.) The steps being used;
- 3.) The discussion;
- 4.) The names of those present;
- 5.) The decision or the nature of the disciplinary action taken.

Section 14.6. The Employer may take action up to and including discharge without following the progressive disciplinary procedures in those cases where the employee is charged with incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules of the City, or any other failure of good behavior, or any act of misfeasance, malfeasance, or nonfeasance in office.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 15.1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 15.2. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the United States or Ohio Constitutions.

Section 15.3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension which shall be introduced at Step 2 of the grievance procedure.

Section 15.4. Any employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. All time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 of the grievance procedure within five (5) working days after the occurrence of the incident giving rise to the grievance.

Section 15.5. When an employee covered by this Agreement represents himself in a grievance, in accordance with the provision set forth in Section 15.2 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provision of this Agreement and shall not be binding on the Union. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The employee must represent himself and shall be prohibited from utilizing legal counsel or any other representative. The Union shall maintain the sole and exclusive right to determine if a matter shall be mediated and arbitrated.

Section 15.6. All written grievances must contain the following information to be considered:

- a.) Aggrieved employee's name and signature;

- b.) Aggrieved employee's classification;
- c.) Date grievance was first discussed;
- d.) Date the grievance was filed in writing;
- e.) Name of supervisor with whom grievance was discussed;
- f.) Date and time grievance occurred;
- g.) Where grievance occurred;
- h.) Description of incident giving rise to the grievance;
- i.) Articles and sections of Agreement violated;
- j.) Resolution requested.

The Employer and the Union will develop jointly a grievance form, (Appendix C), which shall provide the information as outlined in this section. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

STEP 1--DEPARTMENT HEAD

The employee who has an alleged grievance shall file a grievance in writing, using a form jointly developed by the parties, with the employee's department head. The grievance form will be signed by the employee and his steward. The department head shall meet with the steward within five (5) working days after the written grievance has been filed. It shall be the responsibility of the department head to investigate the allegations and provide the steward with his written answer to the grievance within five (5) working days after the meeting. The grievant will attend this step of the grievance procedure when so authorized by the local Union grievance committee. The department head may also call the employee's immediate supervisor to attend this meeting.

STEP 2--DIRECTOR OF SAFETY SERVICE

If the grievance is not settled at Step 1, the grievant may within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Director of Safety-Service. The Director of Safety-Service shall have seven (7) working days in which to schedule a meeting, in the cases he deems a meeting necessary or where the grievance involves an actual suspension from work (not withheld) or a termination. If a meeting is necessary, the Director of Safety-Service shall meet with the steward, the local Union President, and/or, if necessary, the department head. In the case of a grievance, which involves an employee who is suspended or discharged, there shall be a mandatory meeting between the City and the Union. The Director of Safety-Service and/or the department head shall meet with the department Steward, the Local Union President and, when requested by the Local Union President, a representative of Ohio Council 8. The grievant will attend this step of the grievance procedure when so authorized by the local Union grievance committee. It shall be the responsibility of the Director of Safety-Service

to investigate the allegations and provide the steward and the Local Union President with his written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the steward and the Local Union President within seven (7) working days after the grievance was received at this step.

STEP 3--MAYOR

If the grievance is not settled at Step 2, the grievant may within five (5) working days after the receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor or his designee shall have seven (7) working days in which to schedule a meeting. The Mayor or his designee shall meet with the steward, the local Union President, and/or, if necessary, the Director of Safety-Service, Law Director, or Department Head, any of whom may be the Mayor's designee. The grievant will attend this step of the grievance procedure when so authorized by the local Union Grievance committee. When requested by either the City or the Union, a representative of Ohio Council 8, AFSCME shall attend. It shall be the responsibility of the Mayor or his designee to investigate the allegations and provide the steward, the Local Union President and the Ohio Council 8 Representative with a written answer to the grievance within seven (7) working days after the meeting.

Upon the request of the Union, the City shall state whether it considers arbitration an issue in the case.

STEP 4--GRIEVANCE MEDIATION

i.) Any grievance which has been appealed to arbitration may upon agreement of the parties be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall jointly request that the Federal Mediation and Conciliation Service appoint a mediator to the parties at no cost to either party, pursuant to that organization's rules for selection.

ii.) Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.

iii.) If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made

by a party may be referenced or introduced into evidence at an arbitration of this grievance.

STEP 5--ARBITRATION

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Step 5. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the

date final action was taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

A.) Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as arbitrator from the panel of arbitrators as listed in Appendix H, using the alternate strike method to select the arbitrator.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:

- i.) Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement or of applicable laws.
 - ii.) Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law.
 - iii.) Limiting or interfering in any way with the powers, duties, or responsibilities of City Council under its rule making powers not inconsistent with this Agreement.
 - iv.) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.
 - v.) That would change the established wage scales, rates on new or changed jobs, or change in any way the rate that has been negotiated as part of this Agreement.
 - vi.) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- B.) The question of arbitration of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrament, the alleged grievance will be heard on its merits before the same arbitrator unless the parties agree to have the alleged grievance heard on its merits before a different arbitrator.
- C.) The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the arbitrator shall be final and binding, and the Employer shall notify the grievant and the Union within ten (10) working days after his receipt of the arbitrator's decision as to when the Employer will implement the arbitrator's decision.

D.) The cost of the services of the arbitrator, the cost of any proof produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room, shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the costs and fees of the arbitrator shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. When for any reason the parties mutually cancel a scheduled arbitration hearing, and there is a cancellation fee to be paid to the arbitrator, the parties shall share equally the cost of the fee. In the event only one (1) party cancels a scheduled arbitration hearing, the cancellation fee, if any, shall be paid by the party canceling the scheduled hearing.

Section 15.6. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Working days as provided in the Grievance Procedure shall not include Saturdays, Sundays or holidays.

ARTICLE 16 **PROBATIONARY PERIOD**

Section 16.1. New employees shall be considered to be on probation for a period of three (3) months, or ninety (90) calendar days. During this period an employee may be dismissed at any time without recourse. Any such action shall not be appealed through any civil service commission or the grievance procedure. The City will not discharge a probationary employee because of Union membership or authorized Union activity.

ARTICLE 17 **SENIORITY**

Section 17.1. City-wide seniority shall be an employee's uninterrupted length of continuous service with the City less any time for unpaid leaves of absences of thirty (30) days or more, except when said unpaid leave is the result of compensable injury. An employee shall have no seniority for the probationary period provided in Article 16, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 17.2. Departmental seniority shall be an employee's length of service within the department less any time for unpaid leaves of absences of thirty (30) days or more, except when said unpaid leave is the result of compensable injury. An employee shall have no seniority for the probationary period provided in Article 16, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 17.3. The Union will receive from the City one (1) copy of the seniority list of all the employees in the bargaining unit every six (6) months.

Section 17.4. Seniority shall be broken (or terminated) when an employee:

- a.) Resigns or leaves the bargaining unit (employees hired prior to 7-31-90 are grandfathered);
- b.) Is discharged for just and proper cause;
- c.) Is laid-off for a period of more than eighteen (18) consecutive months;
- d.) Absence without leave for five (5) or more consecutive workdays, without reporting off;
- e.) Failure to report to work after a leave of absence has expired;
- f.) Failure to report to work after a leave of absence has been disapproved or revoked;
- g.) Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sent the employee notice by certified mail (to the employee's last known address shown on the City's records).

ARTICLE 18 **HOURS OF WORK**

Section 18.1. The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hours days during any seven (7) consecutive day periods, other than those departments that are on a continuous operation schedule.

Section 18.2. In the event it is necessary to change the hours of work and schedule of hours, the City shall meet with the Union and negotiate said changes.

Section 18.3. The pay period shall commence Sunday 12:00 a.m.

Section 18.4. If a time clock or time management system is to be used for a department, all hourly employees shall be required to clock in and clock out at the beginning and end of each shift. Any employee clocking in late shall be docked to the nearest tenth of an hour. Any employee working overtime with the approval of supervision shall be paid overtime to the next tenth of an hour.

Section 18.5. Employees assigned to a specific Sanitation route will, once such route is completed on a daily basis, assist other employees with the completion of their routes as directed by the supervisor. Once all routes are completed for the day, all employees will be free to leave work for the remainder of the day. A list of daily pay rates for each classification applicable for each year of this agreement is included in the wage table appendices to this agreement. For the

purpose of establishing an overtime rate, the employer will divide the daily rate by eight (8). Overtime will then be paid in accordance with Article 24.

Section 18.6. Meter Readers and the Service Worker/Meter Reader (when working as a Meter Reader) are free to leave work prior to working eight (8) hours so long as they have completed their assigned reads for that day, have completed all the reads in the billing cycle through that day, and have met all of the other rules governing “Read and Go Home Program” in Appendix G. This section applies only to existing employees as of September 13, 2017 in the Meter Reader (1 employee) and Service Worker/Meter Reader (2 employees) classifications. For all subsequent employees in these classifications, the Read and Go Home Program is discontinued.

ARTICLE 19 **WAGES**

Section 19.1. Insofar as the City has the ability, pay checks will be given out before 11:30 a.m. on regular pay days, and employees who are assigned to work the night shift will be provided with their pay check no later than 7:00 a.m. on regular pay days.

Section 19.2. The employees shall be paid in accordance with the Base Wage Rates. (1% increase effective September 1, 2020, and a signing bonus of \$250, not on the base).)

There shall be a “me too” in which employees will receive the same base wage increase applicable to EPPA for contract year 2021 only (1/1/21 – 12/31/21), offset by the 1% increase set forth above.

ARTICLE 20 **LONGEVITY**

Section 20.1. Longevity refers to an employee's elapsed time of employment by the City.

Section 20.2. Longevity shall be computed by starting with the employee's first day on the City payroll, and including every additional and continuous day that the employee remains on the payroll.

Section 20.3. An employee is allowed an interruption of this continuous service, but only if that interruption is for less than 200 days. An interruption of 450 days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than 200 days will be counted towards an employee's longevity, while the days missed between 200 days and 449 days will not be counted towards longevity, but will be subtracted from an employee's total longevity time.

Section 20.4. For full-time employees hired before January 1, 2015, longevity benefits will be a one (1%) percent salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one (1%) percent increments due to longevity are limited to twenty (20) years, for a maximum of twenty (20%) percent.

Section 20.5. For full-time employees hired on or after January 1, 2015, longevity benefits shall be as follows.

1. Employees shall be paid their base salary plus any allowance plus any negotiated wage increases for their first five (5) years of employment. On the 5th anniversary date of their employment (which occurs at the start of their 6th year of employment, i.e., the fifth anniversary date for an employee hired on January 1, 2015 is January 1, 2020), the full-time employee shall receive a five percent (5%) increase which shall be calculated on their base salary.
2. Employees shall be paid their base salary plus any allowance plus any negotiated wage increases for years six (6) through ten (10) of their employment. On the 10th anniversary date of their employment, the full-time employee shall receive an additional five percent (5%) increase.
3. Thereafter, on the 11th through 20th anniversary date of their employment, employees shall receive an additional one percent (1%) wage increase, which shall be calculated on their base salary.
4. This longevity structure is limited to twenty years total, for a maximum total increase of twenty percent (20%).

These increases shall be calculated on the Employee's base salary in effect at the time of the increase which shall not include allowances, but shall include any negotiated increases in base salary.

Section 20.6. Employees, for the purpose of longevity, are limited to all regular, full-time employees.

ARTICLE 21

CALL-IN PAY & HOLD-OVER PAY

Section 21.1. When an employee is called into work at a time when he is not regularly scheduled to work, and such work does not abut his regularly scheduled shift, said employee shall receive a minimum of three (3) hours work or three (3) hours pay in lieu thereof at the applicable rate.

Section 21.2. When an employee is called into work and the time does abut the start of his regularly scheduled shift, said employee shall receive two (2) hours pay or the amount of time actually worked, whichever is greater, at the applicable rate.

Section 21.3. If an employee is held over at the close of the regular shift, the employee shall be paid at the overtime rate for the actual time worked to the nearest tenth (10th) of an hour for the first thirty (30) minutes. If the employee is held beyond thirty (30) minutes, the employee shall be paid a minimum of one and a half (1 1/2) hours at the overtime rate and if the employee works beyond one and a half (1 1/2) hours, he shall be paid the actual time worked.

Section 21.4. When the Employer schedules an employee for overtime and gives twenty-four (24) hours notice, said employee shall receive two (2) hours overtime or the amount of actual time worked, whichever is greater, at the applicable overtime rate.

Section 21.5. When an employee is on standby and is called out by any City Department, which call is subsequently canceled by the supervisor, the employee shall receive one hour pay at the applicable rate.

ARTICLE 22
SHOW UP PAY

Section 22.1. When an employee reports for work at his regularly scheduled time and no work is available within his classification, said employee shall be scheduled to available work. In the event that such available work is in a higher classification, then the employee shall be paid the higher classification rate. If there is no available work, then the employee shall receive three (3) hours of pay. However, any employee may refuse to perform the available work. If such available work is refused, there shall be no pay.

ARTICLE 23
STAND BY PAY

Section 23.1. Employees who are required to be on stand-by time shall be paid a bonus of four hours pay at the employee's regular rate of pay for each stand-by turn. There shall be strict adherence to the standby provision requiring the employees to be fit for duty and within the geographical radius of the City.

Section 23.2. Stand by turn is defined as a seven (7) consecutive day period.

ARTICLE 24
OVERTIME PREMIUM PAY

Section 24.1. All employees shall be entitled to receive time and one half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) hours within a twenty-four (24) hour period. Said twenty-four (24) hour period shall begin with the employee's shift.

Section 24.2. All employees shall be entitled to receive time and one half (1 1/2) their regular rate of pay for all hours worked on Saturday unless it is a regularly scheduled workday. All employees shall be entitled to receive double their regular rate of pay for all hours worked on Sunday, unless it is a regularly scheduled workday. For any employee who has a regular or rotating schedule that requires him to work on Saturday or Sunday, his two (2) consecutive days off shall be considered his Saturday and Sunday for purposes of overtime pay. All employees shall be entitled to receive double their regular rate of pay for all hours worked on a vacation day, or on holidays (except for work performed on Thanksgiving day, December 25, or January 1) in addition to their regular holiday or vacation pay. All employees shall receive triple their regular rate of pay for all hours worked on Thanksgiving day , December 25, or January 1 in addition to their regular holiday pay.

Section 24.3. Employees working continuous shifts shall receive forty cents (\$.40) per hour premium pay for work on a calendar Saturday and fifty cents (\$.50) per hour premium pay for work on a calendar Sunday.

Section 24.4. There shall be no pyramiding of time eligible for overtime. Therefore, hours compensated for overtime rates in excess of eight (8) hours in any one day shall not be included in the total of forty (40) hours used to determine eligibility for premium pay in an assigned work week.

Section 24.5. For the purposes of determining overtime, employees of the Water Pumping Station and the W.W.P.C. Plant shall consider their first scheduled day off during the calendar week as a Sunday and the second scheduled day off during the calendar week as a Saturday.

Section 24.6. Employees who work through the night on snow removal shall be permitted to use compensatory time the following day with less notice than normally required, upon approval of the Employer.

ARTICLE 25

EQUALIZATION OF OVERTIME

Section 25.1. The City shall be the sole judge of the necessity of overtime. When overtime is required, an employee shall have the right to refuse an overtime assignment except for emergencies. For the purpose of this section, an emergency is defined as an impairment to City services or operations which cannot be delayed until the beginning of the next regular work day. When it is necessary to call in an employee to work overtime, the selection of such employee shall be made by the Department Head.

Section 25.2. The City shall equalize overtime among employees within each department on a continuous basis, within each classification. 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 this section. If an employee does not personally refuse overtime, then his/her name shall remain on the overtime list. For purposes of emergency call-outs, if an employee cannot be reached on one (1) call, the call shall be considered a refusal, and the employee shall be credited as if he had worked the overtime. If failure to work is because of extenuating circumstances approved by the Director of Safety Service, then the employee shall not be credited as if he had worked the overtime. Failure to provide the Employer with a telephone number where the employee can be reached will relieve the Employer from their obligation under this article. In the event that a sufficient number of employees are not available for overtime work within a department, qualified employees shall be offered the overtime work according to current departmental policy.

After departmental lists have been exhausted, other departments shall be offered overtime as listed in Appendix F at the end of this document. Whenever new bargaining unit work arises, the City and the Union will meet before the work is to be performed to determine which bargaining unit classification and/or department is initially responsible for that work. A list is to be maintained whereby an employee will sign-up if he or she wishes to be considered for overtime in that department. A new list is to be created quarterly. If an employee refuses to work the overtime on three occasions his or her name will come off the list for the balance of that quarter.

Section 25.3. In the event an employee desires to waive the provisions of the above paragraph, he may do so by signing a waiver for a period of not less than thirty (30) calendar days.

Section 25.4. A record of all overtime hours worked by each employee shall be recorded on a list by the City and the overtime lists shall be posted on the City bulletin boards in each department and maintained on a continuous basis. A daily record will be made of overtime worked. Errors in the assignment of overtime will be corrected by assigning the employee the next overtime opportunity.

Section 25.5. If in the course of managing this article, it is determined that a grievance has occurred in regards to not being offered overtime, that employee will be granted the opportunity to work two (2) hours of holdover overtime after a shift of the employee's choosing within the following two weeks.

Section 25.6. The following procedure shall be used for equalization of overtime in the Wastewater Pollution Control Plant where snow clearing is involved:

A list is to be maintained by the department, whereby all employees will sign-up if he/she wishes to be considered for overtime which involves snow removal under Appendix F of the contract. A new list is to be created quarterly. The original list will be set up in city seniority order. The overtime list will be equalized on a continuous basis.

When employees are called out from this list to perform snow removal of secondary streets, those same employees will be responsible for clearing the parking areas and drive areas at the Wastewater Plant and their time will be charged to the "snow removal equalization chart". If there is not a need for employees to be called out from this list to perform snow removal to the secondary streets, the old method of using equal numbers from top and the bottom of the hill to clear the plant will be used. At this point overtime will be charged to the individuals "plant overtime equalization list."

ARTICLE 26 **SHIFT PREMIUM**

Section 26.1. A bonus of fifty cents (\$.50) per hour shall be paid for all employees working the second shift and sixty cents (\$.60) per hour shall be paid for all employees working the third shift. Employees may exercise their City seniority in the choice of shifts to be worked.

ARTICLE 27 **LICENSE INCENTIVE**

Section 27.1. All employees in the Wastewater Treatment Plant and the Water Pump and Filtration Plant who have acquired or acquire a number one (I) license shall receive an additional seventeen cents (\$.17) per hour. Employees in the Wastewater Treatment Plant and the Water Pump and Filtration Plant shall receive an additional twenty-three cents (\$.23) per hour for acquiring a number two (II) license and an additional twenty-nine cents (\$.29) per hour for

acquiring a number three (III) license. These incentives do not stack but shall be included in the base wage rate.

Section 27.2. The license referred to above may be Stationary Engineer, Boiler, Water Treatment or Wastewater Treatment or Wastewater Collection and Laboratory Analyst.

Section 27.3. Mechanics shall be paid an additional seventeen cents (\$.17) per hour for the first area of certification, nineteen cents (\$.19) per hour for two areas of certification up to a maximum of twenty-two cents (\$.22) per hour for three or more areas of certification. Water Distribution Employees shall be paid an additional twelve cents (\$.12) per hour for the first area of certification, fourteen cents (\$.14) per hour for two areas of certification and seventeen cents (\$.17) per hour for three (3) or more areas of certification. Employees who are required to operate a vehicle as part of their job duties, as set forth in Section 28.4, shall receive an additional twenty-five cents (\$.25) per hour for obtaining and maintaining a Class 'A' CDL. Employees required to hold backflow certification shall receive an additional ten cents (\$.10) per hour. These incentives do not stack but shall be included in the base wage rate.

Section 27.4. The Laboratory Technician shall receive an additional fourteen (14) cents per hour for certification. This shall be included in the base wage rate.

Section 27.5. The City agrees to pay for the costs of the application for testing and compensate for any hours used for travel to and from the examination site and for any hours used to complete the examination provided that the Employee passes the examination and achieves certification. There shall be no compensation for examination preparation for the certification tests, or for study materials. The Employee agrees to waive any overtime compensation which results from the compensation for time given in this article. The employer shall waive any fee or reimburse for the renewal fee for licenses required by employees in all Electrician or Technician classifications. The City shall pay for all testing and renewals for all required licenses.

Section 27.6. All employees holding the position of operator prior to August 1, 2011, shall not be required to obtain certification to a Class I License under this provision. After this date, however, in order to meet the minimum qualifications for a job bid for an Operator position for which the City requires a Class I Wastewater Operator's Certificate or Water Supply license as issued by the State of Ohio, an employee must have at least an Operator in Training (OIT) certificate.

The City agrees to provide classes two (2) times per year at no cost to employees in order to assist employees in obtaining an OIT certificate. In order to be eligible for the class, employees must agree to take the OIT test within 6 months after completing the class. Employees who fail to take the test within 6 months of the class will be prohibited from signing up for a class for a period of two (2) years from the date of the last test administered in the 6 month period. Enrolled employees must take the class during his work hours, if possible, or may take the class outside of his work hours with prior approval by the WWPC Superintendent. If the employee is unable to take the class during his work hours due to the requirements of his current position, the employee will receive compensatory time for the time spent in class outside of his work hours. An employee may only take the class one time either during work hours or outside of work

hours with receipt of compensatory time. An employee who has already taken the class, but wishes to repeat it may do so, but only if there is space available in the class that is outside of his work hours and without compensation and provided the employee took the test within the 6 month period of the employee's last participation in the class.

The City also agrees to pay for any renewal fees provided that the Employee does not allow the license to expire. Furthermore, this Section shall not apply to an employee required to apply for re-certification which has been allowed to lapse.

The City shall reimburse with prior approval the costs of Class I, Class II, and Class III required continuing education contact hours for employees in Water Pumping, Waste Water Pollution Control, Water Distribution and Public Utilities. In an attempt to prevent an overtime situation, the following order shall be used to cover the shift:

1. Relief operator
2. Volunteers
3. Least senior employees

Section 27.8. Employees maintaining certification as a Residential Building Official shall receive an additional twenty-five cents (\$0.25) per hour. Employees maintaining certification as a Residential Plumbing Inspector shall receive an additional twenty-five cents (\$0.25) per hour.

Section 27.9. Any employee that holds a State of Ohio Electrical Contractor License shall be paid an additional twenty-five cents (\$.25) per hour. Any employee that holds a pesticide license shall be paid an additional twenty-five (\$.25) per hour. This shall be included on the base wage rate.

ARTICLE 28

COMMERCIAL DRIVER'S LICENSE

Section 28.1. Certain bargaining unit positions require a Commercial Driver's License (CDL) and applicable endorsements to be obtained and retained as a condition of employment.

Section 28.2. Effective January 1, 1995, Department of Transportation Federal Highway Administration Rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in the Department of Transportation "Work Place Drug and Alcohol Testing Programs (49 CFR Part 40). The parties to this agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the City's independent authority under those rules. Prior to the effective date of these rules, the City will provide awareness training to all affected employees regarding the testing (including random) required by the rules.

Section 28.3. All drug/alcohol testing required by the rules specified in Section 2 of this article shall be paid for by the City for bargaining unit members (but not for pre-employment testing).

Section 28.4. In the event an employee is not successful in passing the CDL license exam by his required date, he shall be given a thirty (30) day grace period to pass the CDL exam. If the employee is still unsuccessful in passing the exam he will fall subject to Article 40 - Layoffs and may avail himself to any seniority rights under the Layoff article. The City will provide, with reasonable notice, an appropriate vehicle for the CDL driving test for employees.

The City shall reimburse employees for CDL's and for renewal costs for CDL's. The following classifications are required to have CDL's:

- Street Dept:** Service Workers and all classifications above Service Workers
- Parks Dept:** Same as Street Department
- Wastewater:** Sewer Crew Service Workers, Vehicle Equipment Operators and all classifications above that level
- Sanitation:** All classifications except Collectors
- Water Dist.:** Service Workers
- Communications:** Electricians
- CMG:** Mechanics III

CDL's are highly desirable, but not required, for Laborers (in all departments) and for Mechanics I and II.

Section 28.5. Employees required to hold a CDL license shall receive a license incentive of fifteen cents (\$0.15) per hour for each hour worked.

Section 28.6. The Laborer I and Service Worker III classifications do not require a valid driver's license or commercial driver's license. These classifications will be used, when available, to temporarily demote an employee who temporarily loses his right to operate a motor vehicle. The temporary transfer, when available, is not to exceed six (6) months and the employee will be returned to his former position when driving rights are restored. If however, the State of Ohio requires a 12-month suspension for a 1st offense for D.U.I., the temporary transfer, when available, is not to exceed fourteen (14) months and the employee will be returned to his former position when driving rights are restored. Under no circumstances shall a temporary transfer be granted more than once.

ARTICLE 29 **NEW JOBS**

Section 29.1. The parties agree that if a substantial change in the method of operation, tools, or equipment of a classification represented by the Union occurs, or if a new job classification is established which does not meet the provisions for bargaining exclusion under Article 3; Section 3 of this Agreement, the parties shall meet for the purpose of negotiating a rate of pay and classification or for the purpose of placing the job in an existing classification. In the event that the City and the Union are unable to reach agreement on the issue, the City may establish a temporary rate and classification and will notify the Union in writing of such action. Thereafter, the Union may file a grievance beginning at Step 3 of the Grievance Procedure. Should the Union carry the grievance to arbitration, the arbitrator shall have only the authority to establish a

new rate and classification, or place the job in an existing classification. In establishing a new rate the arbitrator must do so within the perimeters of the current bargaining unit wage scale. Any award of the arbitrator shall be retroactive to the date the City placed the temporary rate into effect. Any rate decided by the arbitrator shall become part of the Wage article of this Agreement.

Section 29.2. The parties further agree that employees appointed to excluded positions as listed in Article 3; Section 1, whether acting or not, shall not be considered part of the bargaining unit.

ARTICLE 30 **PROMOTIONS AND JOB BIDDING**

Section 30.1. The Employer will determine when a vacancy exists or a new position is to be created and/or whether the vacancy or new position is to be filled.

Section 30.2. Vacancies and/or newly created positions within the bargaining unit shall be posted on the bulletin board in each department for a period of five (5) working days. The posting shall include the following:

- 1.) Position job title;
- 2.) The department to which the job is assigned;
- 3.) Scheduled shift;
- 4.) The current rate of pay;
- 5.) The current duties of the job;
- 6.) Minimum qualifications for job;
- 7.) Beginning and ending dates of the posting period.

Section 30.3. The City shall provide the Union a copy of each new vacancy posting as they occur.

Section 30.4. Employees shall place their application (bid) for the position in writing to the Safety Service Director on a form provided by the City. The Employer shall not be required to consider applications filed after the required posting period.

Additionally, the City will accept application from bargaining unit employees for lateral and downward transfers, both within and without their present department, when applications for job bids have been posted. The employee must meet the minimum qualifications for the position sought. The bid application process shall be governed by Section 5 of this Article. Downward transferees shall receive the rate of pay at the step the employee was at prior to said transfer. (A to A; B to B; C to C).

Section 30.5. Timely filed applications will be reviewed by the City. Only those applications which meet the minimum qualifications for the job will be considered. For vacancies in positions whose Step 'A' pay rate equals or exceeds the Step A rate for the Skilled Maintenance position,

the employer will then consider the experience, skill and ability to perform the work in question. If the experience, skill and ability of two (2) or more employees are substantially equal, seniority shall govern. For vacancies in all other positions, the position will be awarded to the qualified applicant with the most bargaining unit seniority.

Section 30.6. All bidders must shadow the position for a period time determined by the City, which shall be applicable to all bidders on an equal basis, prior to the City making the award; a bidder must confirm or withdraw his/her bid within three working days of the job shadow. This job shadowing may be waived only by written mutual agreement between employee and the City, and a copy of such waiver shall be provided to the union president. A mutual waiver shall not be used in favor of or against an employee when being evaluated under this section. The successful bidder under Section 5 shall be awarded the vacant position within ten (10) working days after the ending date of the posting period or job shadow period, whichever is later. An employee awarded a job under this Article will be required to satisfactorily complete a probationary period of sixty calendar days. He will be considered to have satisfactorily completed his probationary period if at the end of the sixty (60) calendar days the employer feels he can perform the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality of work meets the standard applicable to the job. An employee who fails to qualify under this section during the probationary period shall be returned to his former position; an employee shall not be entitled to return himself to the former job.

Section 30.7. No employee shall be eligible for promotion under these provisions that has not satisfactorily completed the required single initial probationary period.

Section 30.8. The term “promotion,” for the purposes of this Agreement, shall mean the act of placing an individual in a classification within the bargaining unit which carries a higher salary range than that previously held. The City agrees that any employee who is promoted to a higher classification shall be placed in the pay step of the new classification that gives the employee a pay increase of at least ten cents per hour.

Section 30.9. In the event that there are no successful bids in any of the departments in the bargaining unit, the City is then free to fill the opening through any other procedure.

Section 30.10. All Sections and Subsections in this Article shall, during periods of layoff, be applied in accordance with the provisions of the Layoff and Recall Procedures.

Section 30.11. Employees in the following classifications shall progress automatically to higher classifications after completing the necessary service time in their current classifications. Such advancement shall not create a vacancy or require posting. Employees who have been at Step A of one of these classifications for one year or more on the effective date of this contract shall move up to Step C of the higher classification, or that step that gives the employee a pay increase of at least ten cents (\$.10) per hour. Employees with less than one year at Step A shall move up on their one year anniversary date.

- 1.) Service Worker II to Service Worker I;

- 2.) Leadman III to Leadman II to Leadman I (applies also to Leadman positions more specifically designated as Mechanic Leadman or Operator Leadman);
- 3.) Communications Technician to Communications Senior Technician to Communications Specialist (so long as the employee meets the eligibility requirements listed on the current job descriptions to qualify for the higher classification);
- 4.) Electrician to Senior Electrician to Electrician Specialist (so long as the employee meets the eligibility requirements listed on the current job descriptions to qualify for the higher classification);
- 5.) Computer Operator Trainee to Computer Operator I to Computer Operator II;
- 6.) Computer Programmer Trainee to Computer Programmer I to Computer Programmer II;
- 7.) Construction Inspector I to Construction Inspector II to Construction Inspector III;
- 8.) Engineering Technician I to Engineering Technician II to Engineering Technician III or Engineering Technician – UTIL;
- 9.) Accounting Clerk I to Accounting Clerk II;
- 10.) Clerk to Clerk-Typist to Secretary I to Secretary II (Current Secretary position shall be re-designated Secretary I);

In Public Utilities: Clerk to Clerk Cashier to Accounting Clerk I to Accounting Clerk II
- 11.) Records Clerk I to Records Clerk II (Current Records Clerk will be re- designated as Records Clerk I);
- 12.) Electrician/Technician to Electrician/Technician Specialist (Note: The rate for Electrician/Technician Specialist shall be the same as the rate for Electrician Specialist or Technician Specialist).

ARTICLE 31
TEMPORARY TRANSFERS

Section 31.1. A temporary transfer shall not exceed thirty (30) calendar days, except:

- a.) To fill a position while an employee is on sick leave or other approved leave of absence;

- b.) To provide vacation relief scheduling;
- c.) To meet an emergency; or,
- d.) To fill a vacancy while job posting, bidding, and selection procedures takes place.

Section 31.2. A copy of all temporary transfers shall be provided to the Local Union President stating the anticipated duration of such transfer.

ARTICLE 32 **TEMPORARY PAY**

Section 32.1. When an employee is temporarily transferred to another job classification, his rate of pay shall be as follows:

- a.) He/She shall remain in his current step classification;
- b.) If the rate of pay for such other job classification is lower than his regular rate, he shall receive his regular rate;
- c.) If the rate of pay for such other job classification is higher than his regular rate, he shall receive the higher rate.

Section 32.2. Employees assigned to operate the backhoe in city streets, the city right of way, or around utilities shall be paid the Heavy Equipment Operator rate on the days the employee operates the backhoe.

ARTICLE 33 **SICK LEAVE**

Section 33.1. Sick leave will be earned and accumulated without limit at the rate of 4.6 hours for each bi-weekly pay period. Pay for sick leave shall be at the employee's base rate, plus longevity.

Section 33.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal scheduled work day or work week earnings.

Section 33.3. Sick leave may be granted to an employee for the following reasons:

- a.) Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
- b.) Death of a member of his immediate family (see bereavement leave).
- c.) Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee's presence and which cannot

be scheduled during non-working hours.

- d.) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- e.) Pregnancy and/or childbirth and other conditions related thereto.

Section 33.4. For the purpose of this article, immediate family includes the employee's spouse, mother, father, child, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child, step-parent, or any person who acted *in loco parentis* to the employee.

Section 33.5. To be eligible to be paid sick leave, an employee must report prior to his scheduled starting time the reason for his absence to his department head or his designee, (which may be a Central reporting number), on each day involved, unless otherwise approved by the City. Whenever possible, an employee must provide at least three (3) days' notice for previously scheduled appointments or procedures.

Section 33.6. The Employer may require an employee to furnish a standard written statement on the form provided by the City to justify the use of sick leave. An employee who is absent on sick leave may be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than three (3) days duration.

Section 33.7. In addition to the provisions in Section 33.6 when an employee is off work because of an injury or disability whether job related or not, the employee may be required to provide the Employer with a physician's statement that the employee is physically fit to perform the duties of his/her job. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care of the ill person.

Section 33.8. At the discretion of the City, an employee may be required to submit to and pass a physical or mental examination by a licensed physician satisfactory to the City before being permitted to return to work. If a physician is designated by the City, the City will bear the expense of said examination.

Section 33.9. Employees failing to comply with the sick leave rules and regulations shall not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. In the event an employee's sick leave bank falls below eighty (80) hours, the employee and a union representative will meet with the Safety Service Director or designee to discuss the reasons for the employee's absences and ways to address the employee's absenteeism and its impact on operations.

Section 33.10. If an employee was hired by the City before July 1, 1985, he shall have the option of subscribing to the conversion plan detailed in Section 33.11. If the employee chooses

not to subscribe to said plan, he shall receive pay for one hundred five (105) days, plus fifty percent (50%) over one hundred five (105) days, of his unused sick leave in case of death, or permanent disability, or retirement, or if he resigns for a proven bona fide illness of himself or a member of his immediate family, or if he leaves employment for any reason after ten (10) years of continuous service. In case of death, permanent disability, resignation for a proven bona fide illness of an employee, or a member of his immediate family, if an employee leaves employment after ten (10) years of continuous service, those employees who were hired by the City on or after July 1, 1985, shall receive pay for up to one-third (1/3) the value of two hundred ten (210) days of their accumulated but unused sick leave. No such employee shall receive more than seventy (70) full days' pay. Employees shall not be eligible for payment of accumulated but unused sick leave as described herein if they have already begun to sell back sick leave in accordance with Section 33.11.

Section 33.11. Any full-time employee who has accumulated and not used a minimum of 65% of the employee's earned sick leave shall be eligible to sell back to the City not more than two weeks of accumulated and unused sick leave per year. Any employee who is eligible to sell back sick leave under this section shall notify the City Finance Director by December 1 of each calendar year as to how much accumulated and unused sick leave, if any, the employee desires to sell back. The compensation for any such sick leave sold back to the City shall be paid to the employee by January 30 of the following year. The maximum amount of sick leave sold that can be considered earnable salary and therefore pensionable is the amount of sick leave the employee earns in one calendar year, less any amounts taken during the same calendar year. Sick Leave Sell Back payments must meet the requirements of Ohio Revised Code (ORC) and the Ohio Public Employees Retirement System (OPERS) in order to be considered earnable salary and pensionable.

Section 33.12. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Safety Service Director to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Section 33.11.

ARTICLE 34

SICK LEAVE INCENTIVE

Section 34.1. Any full-time employee who has accumulated and not used at least the minimum percentage of earned sick leave as stated in Section 33.11 shall be eligible to sell back the employee's unused vacation as provided in Section 34.1 A. through D:

- A. Employees accruing vacation at a rate of 80 hours per year with the City, minimum accumulated in unused sick leave required: 80%, maximum vacation sell-back: one week; and
- B. Employees accruing vacation at a rate of 120 hours per year with the City, minimum accumulated in unused sick leave required: 78%, maximum vacation sell back: two weeks; and
- C. Employees accruing vacation at a rate of 160 hours per year with the City, minimum accumulated in unused sick leave required: 74%, maximum vacation sell-

back: three weeks; and

D. Employees accruing vacation at a rate of 200 hours per year or more with the City, minimum accumulated in unused sick leave required: 70%, maximum vacation sell-back: four weeks; and

The maximum amount of vacation leave sold that can be considered earnable salary and therefore pensionable is the amount of vacation leave the employee earns in one calendar year, less any amounts take during the same calendar year. Sick Leave Incentive payments must meet the requirements of Ohio Revised Code (ORC) and the Ohio Public Employees Retirement System (OPERS) in order to be considered earnable salary and pensionable. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation, if any, he desires to sell back. The vacation sold back to the Employer shall be paid to the employee by January 30 of the following year.

Section 34.2. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Safety Service Director to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Section 34.1.

ARTICLE 35 **BEREAVEMENT LEAVE**

Section 35.1. Employees shall be granted a leave of absence with pay in the event of the death of his/her spouse, the employee's or employee's spouse's parents, step-parents, children, step-children, brother, step-brother, sister, step-sister, grandparents, step-grandparents, grandchild, step-grandchild, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and any person in loco parentis. For purposes of this Article, "spouse" shall include same-sex, legally married spouses.

Section 35.2. An employee may absent himself for this purpose for a period not to exceed three (3) work days for each death, including travel time within the State of Ohio and five (5) work days for each death, including travel time outside the State of Ohio.

Section 35.3. Employees will be granted a period not to exceed one (1) working day in the event of the death of their or their spouse's aunt or uncle.

Section 35.4. In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave. However, an employee may utilize any accumulated time, including sick leave, to extend their bereavement leave as necessary, with the approval of the Safety Service Director.

ARTICLE 36
INJURY ON DUTY

Section 36.1. Every full-time bargaining unit employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 36.2. To apply for benefits under Section 1 hereof, written application shall be made to the Safety Service Director accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Safety Service Director to approve or reject the application and in doing so may require examination by a registered physician of the Employer's selection.

Section 36.3. Before any employee, who has made application to the Safety Service for benefits under this article is entitled to receive any benefits under this article; he shall first make application for Workers' Compensation benefits from any compensation fund to which the City contributes by the filing of a FROI-1 form with the Bureau. He shall also complete the injury on duty and reimbursement form provided by the City (see Appendix E). No employee shall be entitled to City paid injury-on-duty benefits until this requirement has been completed.

Section 36.4. If the employee's application is approved and the state's FROI-1 is filed, payments received shall be considered a continuation of wages. The Employee may receive up to twelve (12) months full pay. The employee will be entitled to compensation for any job-related disability that requires him/her to lose any time off work, including weekends and holidays. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay for the injury. In any event, no benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary, part-time, and seasonal employees.

Section 36.5. When the employee's application is approved, the Director of Safety Service shall place the employee in such benefit status.

Section 36.6. In the event the injury or disability is disallowed by the Bureau of Workers Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City.

Section 36.7. In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employee to duties which are consistent with the employee's physical abilities. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the employee's

ability to perform the alternate job duties. Should an employee elect not to return to work under a modified duty assignment, the provisions for the benefits under this article shall cease.

Section 36.8. Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a medical practitioner designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

In the event it is determined the employee cannot return to the full and complete duties of his position, the employee shall either draw Workers Compensation payments or the employee shall apply for disability retirement. If the licensed physician determines that the employee is unlikely to return to work at the end of the twelve (12) month period, the employee shall either file for Workers Compensation (lost wages only), or process disability retirement, and the provisions for the benefits under this article shall cease.

ARTICLE 37 **LEAVES OF ABSENCE**

Section 37.1. An employee is entitled to unpaid maternity or disability leave if declared incapacitated for the performance of the essential functions of his/her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Section 37.2. Such leave shall not exceed six (6) months in duration. Additional unpaid leave time may be granted by the City at the discretion of the Safety Service Director. Fringe benefits shall not continue or accumulate during this unpaid leave period.

Section 37.3. When an employee is ready to return to work, he shall furnish a statement from his attending physician certifying the employee is able to return to work. The City maintains the right to designate another physician to conduct an examination, provided the City bears the cost of said examination.

Section 37.4. Family and Medical Leave. The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties further agree that the Employer reserves the right to develop policies in order to implement the FMLA, and that such policies shall not conflict with any terms and conditions of this Agreement.

Once an employee is notified of his eligibility for Family Medical Leave, the employee may elect to reserve forty (40) hours of sick leave for usage after his return to work in accordance with this agreement. The employee shall notify the City of his election within five (5) days of receiving his notification of eligibility.

ARTICLE 38
PERSONAL LEAVE

Section 38.1. Employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause shown, for a period not to exceed three (3) months. The granting of such leave will be based upon the operational needs of the employee's department. Application for such leave shall be made in writing at least one (1) week prior to the beginning of said leave. An extension may be granted provided the employee applies in writing one (1) week prior to the end of the existing leave. Fringe benefits shall not continue nor accumulate during a personal leave. An employee may, upon notification of one (1) week, return to work prior to the expiration of a person's leave of absence, if such early return is agreed to by the City.

ARTICLE 39
MILITARY LEAVE

Section 39.1. Bargaining unit employees who are members of the Ohio National Guard, the Ohio military reserve, the Ohio Naval militia, or other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, without loss of pay, for such time as they are performing military duty. Such paid time shall not exceed twenty-two (22) eight (8) hour work days, or one hundred and seventy-six (176) hours, in a calendar year.

Section 39.2. Except as otherwise provided in Section 3 herein, a bargaining unit employee who is entitled to leave, as described in Section 1, and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in a calendar year in which military duty is performed, due to an executive order of the President of the United States or an act of Congress, shall, during such period designated in the order or act, be paid the lesser of the following:

- i.) The difference between the gross monthly wage/salary as an employee and the sum of his gross military pay and allowances received that month;
- ii.) Five-hundred dollars (\$500.00).

Section 39.3. No bargaining unit employee shall receive payment under Section 2 herein if the sum of his gross monthly military pay and allowance exceeds his gross monthly wage/salary from the Employer.

Section 39.4. A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military commander authorizing such duty, prior to being credited with military leave as described herein.

ARTICLE 40
UNION LEAVE

Section 40.1. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a leave of absence, as follows:

- a.) Leave granted for employees elected or appointed to full-time Union office will be valid only for the length of the term of office to which the employee is elected or appointed. Upon notice of his or their dates to again return to work for the City, he or they shall be placed upon a job or jobs previously held by him or them, or the equivalent thereof, at the then prevailing rate of pay for the job providing work is available in accordance with the seniority of the department.
- b.) If any employee is re-elected or re-appointed to a Union position, the Union shall renew its request for leave of absence for said employee.

ARTICLE 41
COURT LEAVE

Section 41.1. An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury service or witness service, and will be compensated for the difference between his regular pay and jury duty or witness duty. Material documented proof of duty shall be presented upon return to work. Forms are provided by the Court.

Section 41.2. Any employee who is party to a lawsuit shall be granted leave without pay to attend the court proceedings.

ARTICLE 42
LAYOFFS

Section 42.1. Whenever it is necessary for the City to reduce its forces, the employees shall be laid off by classification or classification series within a department and in the following order:

- a.) Temporary or part-time seasonal employees, excluding those employees with special skills in the Parks and Recreation Department, school guards, concession stand workers, dispatchers, and employees of elected officials and/or their appointees.
- b.) Employees who have not completed their probationary period.
- c.) Employees who have satisfactorily completed their probationary period.

Notwithstanding the above, in the event of a layoff any part-time employees shall be laid off first unless otherwise agreed to by the Union, except for those positions listed in Section 1, (a) above.

The employer agrees that in exercising departmental layoffs, it will not use employees from other departments with the same classification or classification series to perform the work of laid-off employees.

Section 42.2. Employees shall be laid off on the basis of seniority within the categories enumerated in Section 1, above. If the seniority of two (2) or more employees is equal, the employee shall be laid off alphabetically "Z" to "A." However, the president, vice-president, secretary, treasurer, and stewards shall have super-seniority.

Section 42.3. In the event an employee cannot hold his present classification, he shall have the right to bump an employee with lesser seniority in an equal or lower rated classification as long as said employee is qualified to perform. An employee who has been bumped from his classification shall be afforded the same rights to bump an employee with lesser seniority in an equal or lower rated classification as long as said employee is qualified to perform. Bumping will only be allowed in order to avoid a direct layoff from the City.

Section 42.4. It shall be the option of the employee as to whether he shall exercise his seniority rights to bump to an equal or lower rated classification or to take a direct layoff from the City. Said option of the employee shall be exercised within three (3) working days of his notification of layoff. The City shall give laid off union employees the option to accept part-time or seasonal positions as described in Section 1(A) above if the laid-off employee(s) possess the requisite skill. Acceptance or failure to accept a part-time or seasonal position shall not affect the laid-off employee's recall status. In the event any employee is laid-off, he shall receive payment for earned but unused vacation and for any unpaid overtime as quickly as possible as and no later than fourteen (14) calendar days after layoff.

Section 42.5. Whenever possible, regular full-time employees shall be given a minimum of two (2) week's advance written notice of layoff indicating the circumstances which made the layoff necessary.

ARTICLE 43 **RESTORATION OF FORCES**

Section 43.1. Employees shall be recalled in reverse order of layoff. An employee on layoff will be given ten (10) days' notice of recall from the date of which the City sends the recall notice to the employee. The notice will be sent by certified mail to his last known address as shown on the City's records. Failure to report to work after recall will result in termination. An extension of ten (10) days may be granted to an employee showing good cause. In recall, the employees that bumped shall be recalled to the classification and position they previously held.

Section 43.2. Employees shall retain recall rights for a period of eighteen (18) months from the date of layoff in accordance with Section 17.4, of this agreement.

ARTICLE 44
VACATION

Section 44.1. Each regular full-time employee shall be granted the following vacation leave with full pay based upon his length of service as follows:

Length of Service	Length of Vacation
One (1) but less than five (5) years	Two (2) calendar weeks
Five (5) but less than ten (10) years	Three (3) calendar weeks
Ten (10) but less than fifteen (15) years	Four (4) calendar weeks
Fifteen (15) but less than twenty (20) years	Five (5) calendar weeks
Twenty (20) or more years	Six (6) calendar weeks

Section 44.2. An employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee only up to the amount he has accumulated as of the date he begins vacation.

Section 44.3. If any employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to his estate.

Section 44.4. If a recognized holiday falls within the employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or end of his vacation). Properly scheduled vacations shall have precedent over birthday holidays.

Section 44.5. An employee may take his vacation during the calendar year at the convenience of the City. During the month of January of each calendar year, employees will be given an opportunity to indicate on a form provided by the City, their vacation preferences, and promptly thereafter, a written vacation schedule will be prepared by the City with preference given to the employees according to their seniority to the extent consistent with needs of the department.

Section 44.6. The Employer shall permit an employee to accumulate vacation from year to year, provided that such accumulation does not exceed the amount that can be accumulated in a two (2) year period. The Employer may authorize additional carry over in situations where an employee who has properly requested vacation leave is denied such leave due to the operational needs of the City.

Section 44.7. The City and the Union, and the operators at both the Water Pumping Station and the Wastewater Plant agree to the following:

Each operator will be permitted vacation days in the manner as their birthday and personal day. These days would facilitate vacation requests on off shifts (3:00-11:00

p.m. and 11:00 p.m.-7:00 a.m.) when the #5 Relief Operator's schedule prevents changes. If the #5 Operator or the Relief Operator agrees to accept a particular shift change which would require him to work more than eight (8) hours in a twenty-four (24) hour period in an effort to ease scheduling difficulties, then the Operator agrees to forego the language in Section 24.1. This issue centers solely on providing the operators with more flexibility regarding scheduling and is in no way an effort to create overtime. Requests for use of such time shall be submitted at least one (1) week in advance.

ARTICLE 45
HOLIDAYS

Section 45.1. All regular full-time employees shall be entitled to the following holidays:

- 1.) The first day of January known as New Year's Day;
- 2.) The third Monday of January known as Martin Luther King Jr. Day;
- 3.) The third Monday of February known as Presidents Day
- 4.) The day celebrated as Memorial Day;
- 5.) The fourth day of July known as Independence Day;
- 6.) The first Monday in September known as Labor Day;
- 7.) The day celebrated as Columbus Day;
- 8.) The eleventh day of November known as Veteran's Day;
- 9.) The fourth Thursday in November known as Thanksgiving Day;
- 10.) The day after Thanksgiving;
- 11.) The twenty-fifth day of December known as Christmas Day;
- 12.) The day of Christmas Eve;
- 13.) One half day off on New Year's Eve;
- 14.) Any day appointed or recommended by the President of the United States, the Governor of the State of Ohio, or Mayor of the City of Elyria, or passed by legislation as a holiday;
- 15.) Two (2) days for personal business provided that twenty-four (24) hours notice is given by the employee to the employer and this does not cause an undue hardship on the employer's operations;

- 16.) Employee's birthday, to be taken on said day or as a floating holiday by mutual agreement between the employee and his department head.

Section 45.2. Employees of the Sanitation Department are hereby given four (4) personal days in lieu of the following holidays:

- 1.) The day celebrated as Columbus Day;
- 2.) The eleventh day of November, known as Veterans Day;
- 3.) The day after Thanksgiving;
- 4.) One-half day on New Year's Eve.

These personal days shall be scheduled at least 14-days in advance. This provision may be waived at the discretion of the Safety Service Director.

Section 45.3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls, and must have worked his last scheduled working day prior to the holiday, and the first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Director of Safety Service.

Section 45.4. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Records Clerks who work other than a Monday through Friday schedule, however, shall receive recognized holidays falling on Saturday or Sunday on the actual holiday, rather than on the preceding Friday or following Monday. Holidays shall be paid in accordance with Section 24.2.

Section 45.5. Employees shall be permitted to take their personal days and birthday holiday in conjunction with vacation time with the approval of the employee's department head. Vacation selection pursuant to Section 44.5 shall be completed before an employee requests the addition of a personal day or birthday holiday to his vacation time off.

Section 45.6. Employees may elect to cash in their unused, accrued two (2) personal days and/or their unused, accrued birthday by providing notice to the Finance Director's office on or before October 15 of each year. Payment shall be made by the end of the calendar year.

ARTICLE 46

HOSPITALIZATION

Section 46.1. The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this article.

Section 46.2. The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period of the month after execution of this agreement, the employee per-pay contribution shall be \$48.05 for single coverage and \$96.11 for family coverage. The City's monthly contribution shall be \$590.00 for single coverage and \$1180.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this Article.

Section 46.3. At the beginning of each quarter (no later than the fifteenth [15th] day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

Section 46.4. The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.

Section 46.5. Nothing in this article shall diminish the City's obligation to provide and pay for the hospitalization plan established.

Section 46.6. There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City Employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the committee shall be by majority vote of the committee.

- A. The committee shall meet no later than the 15th of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.
- B. The EHP Committee may decide any of the following:

- i.) To keep the same plan and pass on any cost increases above the rates set forth in Section 2 of this article; or
 - ii.) To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
 - iii.) To change the plan and reduce the level of benefits and if there is an increase to the rates set forth in Section 2 of this article, pass that increase on based on Section 2; or
 - iv.) To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this article and pass that decrease on through contributions as set forth in Section 2.
- C. The Committee may not change the percentage split (85% Employer and 15% employee) of the monthly cost.
- D. Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15th preceding the year for which bids are taken.
- E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

Section 46.7. Spousal Hospitalization.

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.
- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.
- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees shall be required to report to the City Auditor any changes to the actual

monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

ARTICLE 47
AFSCME CARE PLAN

Section 47.1. The City shall contribute twelve-dollars & fifty cents (\$12.50) per month for each employee in the bargaining unit to the AFSCME hearing aid and Vision II coverage.

The City agrees to provide life insurance coverage under the City plan in an amount equal to the employee's annual salary and doubled in the event of accidental death.

Section 47.2. The City agrees to make available the Aetna 360 Benefits Plan and other voluntary, supplementary life insurance programs.

Section 47.3. Any benefit offered by the AFSCME Care Plan may be reviewed by the Employees Hospitalization Plan (EHP) Committee.

ARTICLE 48
FOREMAN/SUPERVISOR

Section 48.1. A foreman/supervisor shall not work to any extent that will prevent any member of the bargaining unit receiving regular or overtime pay, within his department.

ARTICLE 49
MISCELLANEOUS PROVISIONS

Section 49.1. The City shall provide eleven uniforms to all employees who are required to wear uniforms and who are not already provided a uniform allowance.

Section 49.2. The City will reimburse employees within the bargaining unit for the cost of parking for work purposes up to eight dollars (\$ 8.00) per month to be paid quarterly (every three months). Prior to reimbursement, said employees shall provide the City with receipts for any parking costs. Lost, stolen or missing passes will be replaced at a cost of three (\$3.00) dollars each. Cars parked without a pass are subject to all regular parking rules and regulations. Employees assigned to work at 131 Court Street will be provided parking at no cost.

Section 49.3. Police Clerks shall receive a clothing allowance not to exceed four hundred fifty dollars (\$450.00) per year. Payment will be made to employees by purchase order.

Section 49.4. Leadman Operators and Operators at the Wastewater Pollution Control Plant shall make an annual selection of shifts. Under this article, the employee may choose to be scheduled on a rotating shift or daily shift based upon his/her City seniority. There shall be no selection of particular rotating shift slots under this article.

Section 49.5. The City shall provide a \$500 annual tool allowance to all mechanics. On or before March 1 of each year, each mechanic shall submit an inventory list of all tools to his direct supervisor.

Section 49.6. Employees who encounter threatening or physically aggressive conduct by a customer when doing a manual water shut off shall report the incident to his or her supervisor as soon as possible, and no later than the next work day. When possible, the employee shall call his or her supervisor immediately for instruction on how to proceed; however, if an employee feels his or her physical safety is threatened, the employee may leave the premises immediately.

The supervisor shall maintain a list of such customers. In the event that an employee is asked to perform a manual shut down of a customer on the list, the employee will be accompanied by another City employee.

Section 49.7. The City shall pay an additional \$.25 on all hours worked by the City Hall Custodian during any time period that the Custodian is permanently assigned an irregular schedule by City administration. This amount shall not be included on the base wage rate for the position.

ARTICLE 50

REST PERIODS AND LUNCH

Section 50.1. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. This time represents actual time away from the employee's duties. These rest periods will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift. Employees leaving the workplace or job site during a rest period must return and be ready to work within the fifteen (15) minutes allotted.

Section 50.2. The lunch period for all employees of the bargaining unit shall be thirty (30) minutes, and should be scheduled at or near the middle of the employee's shift each workday.

Section 50.3. All bargaining unit employees shall be provided with clean-up time. Those positions shall be permitted five (5) minutes of clean-up time abutting the start of their lunch period, and fifteen (15) minutes of clean-up time abutting the end of their shift.

ARTICLE 51

SEVERABILITY

Section 51.1. In the event any provision of this Agreement is invalidated by a court of competent jurisdiction or by an official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. Both parties will meet within thirty (30) days and attempt to negotiate a lawful successor provision.

ARTICLE 52
WELFARE TO WORK AND SUBCONTRACTING

Section 52.1. No AFSCME represented position shall be eliminated or have its normal hours reduced as a result of any Welfare to Work initiatives. Duties normally performed by AFSCME represented employees or which are the same or substantially equivalent to the duties performed by bargaining unit employees may be assigned to Welfare to Work participants, only to the extent that they supplement the existing work force and cause no reduction in the number of bargaining unit positions. Such individuals may also perform work not customarily performed by members of the bargaining unit.

No AFSCME represented employees or positions shall be displaced or replaced by such individuals. Such individuals may not be used by the City if any bargaining unit member is laid off, or is on a non-voluntary reduced work schedule. Nor shall promotional opportunities within the bargaining unit be limited as a result of the use of such individuals by the City.

If, during the life of this Agreement, the City decides to utilize the services of welfare recipients, workfare participants, or other such public assistance recipients/participants, the City agrees to meet with the Union to bargain over any other effects of the City decision.

Section 52.2. Prior to subcontracting any work normally done by bargaining unit employees (and certainly before putting out a Request for Proposals for such work) the City agrees to meet with the Union to discuss alternatives to subcontracting. The City shall provide the Union with a copy of any Request for Proposal prior to putting it out for bid. The City also shall provide the Union with any cost information, performance audits, specifications, or other information it requires to propose an effective alternative to subcontracting. Subcontracting shall not result in layoff of any employee or in a reduction of the number of bargaining unit employees.

ARTICLE 53
LABOR/MANAGEMENT COMMITTEE

Section 53.1. The parties agree to establish a Labor Management Committee to meet monthly. Union members of the committee shall include the President, Vice President, Secretary, Treasurer, Ohio Council 8 representative, and one Steward. The steward designated to attend shall rotate monthly among the various union stewards.

Section 53.2. The Labor/Management Committee, among its duties shall review the hazardous duty pay policy and clause. The committee shall consider proposals by the Union to provide hazardous duty pay to additional job classifications and proposals by the City to review existing positions receiving hazardous duty pay where it is not warranted. The committee shall also explore alternative compensation plans. If the committee is unable to agree upon alternative compensation plans, then the previous policy of twenty dollars (\$20.00) per month shall be reinstated.

Section 53.3. At the Union's request, the Labor/Management Committee may also review all existing job classifications within the bargaining unit. The committee shall make an effort to review the Service Worker classification. In addition, the committee shall attempt to eliminate confusing and extraneous language in job descriptions in an effort to eliminate confusion in the job bidding process.

Section 53.4. Once every three (3) months or as otherwise determined by the committee, the labor management committee will discuss training opportunities for bargaining unit member, including but not limited to exploring the feasibility of establishing of a snow plow training program for interested employees.

ARTICLE 54 **NEUTRALITY AND CARD CHECK AGREEMENT**

Section 54.1. The Employer and the Union mutually recognize that Ohio law guarantees workers the right to join a union which will act as the employees' exclusive representative for the purpose of collective bargaining with the Employer or to refrain from such activity. The Employee agrees that it will not take any action, make any statement, hold any meeting, or do anything which will directly or indirectly say or imply that the Employer opposes unionization by its employees. The Union agrees that it will not coerce any worker in its efforts to obtain authorization cards.

Section 54.2. If the Union provides written notice to the Employer of its intent to organize employees in any of the Employer's departments, the Employer will not interfere with or deny the Union access to its premises. Within five (5) working days following receipt of the Union's written notice to organize its employees, the Employer will furnish the Union a complete list of its employees in that department, including the name of all workers in all job classifications. The Employer shall designate which workers are full-time, part-time, and supervisory or management employees.

Section 54.3. The Union may request recognition as the exclusive representative for any and all employees, excluding supervisors and managers. Within five (5) working days of this request, the parties will select a neutral third party who is agreeable to both parties. This third party will conduct a card check within ten (10) working days of its selection. If the card check shows a majority of the employees in the affected classifications has selected the Union as its collective bargaining representative, the Employer agrees that it will not file an object to any petition for voluntary recognition file by the Union with the State Employment Relations Board to represent those employees who have expressed a majority interest in Union representation or, where appropriate, will execute and join the Union in filing a joint petition for amendment of certification to accrete the employees into the existing bargaining unit.

Section 54.4. The parties agree that any disputes concerning the interpretation or application of this article will be referred to expedited arbitration. The arbitration will convene within ten (10) working days of the dispute. The arbitrator shall have the authority to resolve any dispute and to order compliance with the resolution.

ARTICLE 55
COPIES OF CONTRACT

Section 55.1. The City will provide one pdf copy and hard copies for 50% of bargaining unit members of the executed Collective Bargaining Agreement to a the Union President for distribution.

ARTICLE 56
DURATION OF AGREEMENT

Section 56.1. This Agreement shall be effective September 1, 2020 and shall remain in full force and effect until midnight December 31, 2021, unless otherwise terminated as provided herein.

Section 56.2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days prior to the expiration date, nor later than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 56.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily or unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

expiration date, nor later than one-hundred twenty (120) calendar days prior to the expiration of this Agreement. Notice to modify or terminate this Agreement shall comply with OCA 4117-1-02, as amended.


Section 35.3. The parties acknowledge that during the negotiations, each had the unlimited right to make demands and proposals, on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 23 day of Sept. 2020.

For The City Of Elyria



Frank Whitfield, Mayor




Derek Feuerstein, Safety Service Director



Susan Keating Anderson, Attorney

**For The Fraternal Order Of Police,
Ohio Labor Council, Inc.**



Jackie Wegman, Staff Representative

 209

Negotiating Committee Member

 066

Negotiating Committee Member

 321

Negotiating Committee Member

APPENDIX A

REMOVED AS OBSOLETE

APPENDIX B

REMOVED AS OBSOLETE

APPENDIX C
GRIEVANCE FORM

City of Elyria and Local 277, A.F.S.C.M.E.

Name of Employee Grievant: _____

Grievance No.: _____

Grievant Classification: _____

Date Grievance Occurred: _____

Location Where Grievance Occurred: _____

Date First Discussed with Supervisor: _____

Supervisor Grievance Discussed With: _____

Article(s) and Section(s) of the Agreement Violated: _____

Statement of Facts (Description of Incident Giving Rise to the Grievance): _____

Resolution Requested: _____

Stewards Signature: _____

Employee's Signature: _____

(Group grievance: The signatures of all employees filing grievance should be attached.)
The following signature shall be the employee who represents the group.

(Signature of Grievant)

(Date Written Grievance Filed)

GRIEVANCE APPEAL FORM

STEP 1

DELIVERED BY STEWARD TO SUPERVISOR: _____

DATE: _____

EMPLOYEE'S SIGNATURE: _____

RECEIVED BY: _____ DATE/TIME: _____

SUPERVISOR'S ANSWER: _____

SUPERVISOR
CITY OF ELYRIA

DATE

GRIEVANCE APPEAL FORM

STEP 2

DELIVERED BY STEWARD TO SAFETY SERVICE DIRECTOR BY:

NAME: _____

DATE: _____

RECEIVED BY: _____ DATE/TIME: _____

EMPLOYEE'S SIGNATURE: _____

SAFETY SERVICE DIRECTOR'S ANSWER: _____

SAFETY SERVICE DIRECTOR
CITY OF ELYRIA

DATE:

GRIEVANCE APPEAL FORM

STEP 3

DELIVERED BY STEWARD TO MAYOR: _____

DATE: _____

EMPLOYEE'S SIGNATURE: _____

RECEIVED BY: _____

DATE/TIME: _____

MAYOR'S ANSWER:

MAYOR
CITY OF ELYRIA

DATE:

APPENDIX D
CITY OF ELYRIA

APPLICATION FOR VACANT POSITION FORM

APPLICANT'S NAME: _____
(PLEASE PRINT)

CONTACT NUMBER/EMAIL: _____

APPLICANT'S CURRENT POSITION: _____

DEPARTMENT: _____

POSITION APPLICANT IS APPLYING FOR: _____

APPLICANT'S EMPLOYMENT DATE: _____

APPLICANT'S PAST POSITIONS WITH THE CITY: _____

1.) List current position title and number of years in position: _____

2.) List previous positions most relevant to bid: _____

The undersigned employee feels that he/she possesses the requisite skills, knowledge and abilities, wishes to be considered and hereby give notice of application for the following announced position: _____

In accordance with the requirements of the job posting, bidders are required to attach all applicable licenses, certificates, etc. to this document. Bid will not be considered without proof of required licenses or if proof is received after bid closing date.

SECTION 30.6 SHADOWING:

I wish to waive the requirement to job shadow _____ Yes _____ No

I understand that the City must also agree for the waiver to be valid and that I may still be required to shadow in accordance with Section 30.6 of the CBA.

Employee Signature: _____ Date: _____

Comments to the Director with regards to said bid (optional):

APPENDIX E
AGREEMENT

The City of Elyria, by and between its City Safety Service Director, Employer, and _____, its Employee, agree as follows:

WHEREAS, the Employee has been injured during the course of his or her employment with the City of Elyria and has filed a claim for Workers' Compensation, said injury having occurred on or about _____ and the claim being numbered, and

WHEREAS, the Employee desires and/or did desire to be paid regular compensation by the Employer while the Employee is and/or was disabled as the result of the aforesaid injury, and has filed with the State of Ohio Bureau of Workers' Compensation on a claim.

NOW, THEREFORE, it is agreed by the Employer and the Employee as follows:

That if the Employer pays and/or has paid the Employee's regular compensation under pertinent City labor agreements during the period of the Employee's disability aforesaid, such employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in cash or through the exchange of unused by credited paid leaves.

The Employer authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____

APPENDIX F
EQUALIZATION OF OVERTIME LIST

1. If the Water Distribution list is exhausted:
 - a.) Public Utilities, Service Workers and Meter Readers
 - b.) Street Department
 - c.) Water Plant, Service Workers
 - d.) Central Maintenance Garage
 - e.) Communications

2. If the Sanitation list is exhausted (scheduled):
 - a.) Street Dept.
 - b.) Parks/Cemetery Departments
 - c.) Water Distribution
 - d.) Communications
 - e.) Water Plant

If the Sanitation list is exhausted (unscheduled):

- a.) Street Dept.
 - b.) Parks/Cemetery Departments
3. If the Street list is exhausted:
4.
 - a.) Parks/Cemetery Depts.
 - b.) Water Distribution
 - c.) Communications
 - d.) Sanitation
5. If the Parks and Recreation list is exhausted:
 - a.) Cemetery
 - b.) Street
 - c.) Water Distribution
 - d.) Sanitation
6. If the Cemetery list is exhausted:
 - a.) Parks and Recreation
 - b.) Street
 - c.) Sanitation
 - d.) Water Distribution

7. If Sewer work is required:

- a.) Wastewater Pollution Control Plant
 - b.) Water Distribution
 - c.) Street
8. Mechanic Work
- a.) Central Maintenance Garage
9. Street Lighting and Electric Work
- a.) Communications
 - b.) WWPC employees in electrician classifications
10. Leaf Season
- a.) Street
 - b.) Parks/Cemetery Departments
 - c.) Sanitation
 - d.) Water Distribution
 - e.) Central Maintenance Garage
 - f.) Communications
 - g.) WWPCP
 - h.) Water Plant
 - i.) Police Department
11. Snow Removal/Salting
- a.) Streets
 - b.) Parks/Cemetery Departments
 - c.) WWCP
 - d.) Water Distribution
 - e.) Communications
 - f.) Sanitation
 - g.) Water Plant/Elyria Public Utilities
 - h.) Engineering/Buildings and Lands
 - i.) Central Maintenance Garage
 - j.) Building Department
12. Lab Tech at Water Pumping Work
- a.) All Full-Time Certified Lab Techs
 - b.) All Clerk-Typists from Water Pumping provided they hold certification required to perform the job.
 - c.) All Service Workers from Water Pumping provided they hold certification required to perform the job.

APPENDIX G
Meter Readers “Read and Go Home Program” Rules & Regulations:

- 1.) **These rules apply only to the existing employees as of September 13, 2017 in the Meter Reader (1 employee) and the Service Worker/Meter Reader (2 employees), when substituting for a Meter Reader), classifications. For all subsequent employees in these classifications, the Read and Go Home Program is discontinued**
- 2.) “Read and Go Home” does not apply to Zone 9 (Commercials) or radio read routes.
- 3.) Zones, 1, 2, 3, 4, 5, 6, 7, & 8 have been divided into twenty (20) days of reading for two (2) Meter Readers (Zones 6, 7, & 8 are read quarterly). 4.)
Routes are approximately 550-600 reads per day.
- 5.) Meter Readers will switch routes every four months.
- 6.) Each read cycle will have a minimum of twenty (20) reading days.
- 7.) There will be twelve (12) reading cycles per year. Reading cycles are to be scheduled by a Supervisor and do not necessarily adhere to a monthly schedule. Reading cycles will be flexible based on the number of work days in each month and adjoining months.
- 8.) Additional days will be assigned as re-read or catch-up days (Regular 8-hour days). When 21 or more work days are available for a reading cycle, the first eight (8) hour day will follow the quarterly zone as catch-up/re-read day.
- 9.) In order for the Meter Reader to go home prior to working eight (8) hours, the Meter Reader must have completed all reads in the billing cycle through current day assigned reads.
- 10.) A Meter Reader may read in advance, but no more than one day and must read a minimum of three hours prior to leaving.
- 11.) Meter Readers must have Supervisor approval for working more than eight (8) hours and are to be paid the appropriate overtime for the actual time spent after the required three hours of reading.
- 12.) If a Meter Reader is ahead on his/her routes and is requested to read the other Meter Reader’s routes, then that Meter Reader is to be paid overtime for the actual time spent after the required three (3) hours of reading.
- 13.) Reading schedules are prepared by a Supervisor at the beginning of the read cycle. All approved time off will be taken into consideration when preparing the schedule. Any days requested off after the start of a reading cycle will be required to be made up by the Meter Reader.
- 14.) “Sick days” of more than three (3) consecutive days will not be required to be made up, provided that a medical excuse is provided.
- 15.) The Service Worker/Meter Reader will back-up the Meter Readers for scheduled vacations, extended sick leave and bereavement.
- 16.) Meter Readers have the flexibility to have routes re-sequenced for ease of reading one time per calendar year. Both meter readers must agree to the re-sequencing request.
- 17.) Meter Readers must call in and out of service.
- 18.) Readers are responsible to maintain a clean vehicle that contains sufficient gas for two (2) read days at the end of each day.

APPENDIX G

Meter Readers “Read and Go Home Program” Rules & Regulations: (Continued)

- 19.) When a Meter Reader turns in routes as completed with five (5) or more “unable to locate” or similar notes, that reader may be required to go back and re-read those accounts prior to be allowed to go home early. Readers should always be able to locate by requesting assistance from the other Meter Reader, Office and Service Workers.
- 20.) Meter Readers shifts are from 7:30 a.m. thru 4:00 p.m. They may punch in no earlier than 7:15 a.m. and may not begin reading until 7:30 a.m.

APPENDIX H
PANEL OF ARBITRATORS

The parties agree to use the following panel of Arbitrators for any grievances entering Step 5 of the Grievance Procedure as detailed in Article 15:

Robert Stein
James Mancini
Jonathan Klein
Virginia Wallace Curry
Greg Van Pelt
Jerry Fullmer
Mitchell Goldberg

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

**APPENDIX I
WAGE RATES**

See Salary Ordinance Approved by Council

LETTER OF AGREEMENT

The Employer (City of Elyria) and the Union (AFSCME, Local 277 and Ohio Council 8) hereby agree to the following:

During the term of this agreement, any employee who successfully bids on an Operator position and has held an Operator position in the past shall be grandfathered in accordance with Article 27.6 and not required to obtain certification to a Class I License.

MEMORANDUM OF UNDERSTANDING

This is an understanding between AFSCME, Local 277 and Ohio Council 8 (the “Union”), and the City of Elyria (the “City”) regarding Hospitalization. In resolution of this issue, the City and Union do hereby agree to the following:

- If the covered employee’s spouse has the option between more than one (1) type of coverage, and the spouse wishes to enroll in an option whose premium is more expensive than one hundred twenty-five dollars (\$125.00) per month, the matter shall be presented to the hospitalization plan committee. The committee shall determine on a case-by-case basis whether the less expensive plan is grossly inferior to the desired plan, and which coverage the employee’s spouse shall be reimbursed for, up to the amount of one hundred twenty-five dollars (\$125.00), or whether the spouse shall be permitted to stay on the City’s plan.
- Should an employee of the City opt to leave the City’s hospitalization plan for another plan, he shall be paid one hundred twenty-five dollars (\$125.00) per month upon proof of alternate coverage.
- It is the understanding of the parties, as explained by Medical Mutual and the attached certificate, that “balance left after the primary health care plan has paid” is inclusive of deductibles and co-pays, and further, that such remaining deductibles and co-pays submitted to the City will be processed by the City as the employee’s secondary plan.

This Memorandum of Understanding contains the entire agreement between the Union and the City, and no additional promises have been made or relied on by any party.

Physical Examination

Medical Mutual may require that you have one or more physical examinations at its expense. These examinations will help to determine what benefits will be covered, especially when there are questions concerning services you have previously received and for which you have submitted claims. These examinations will not have any effect on your status as a Covered Person or your eligibility.

Legal Actions

No action, at law or in equity, shall be brought against Medical Mutual or the Plan to recover benefits within 60 days after Medical Mutual receives written proof in accordance with this Benefit Book that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified in the Proof of Loss section.

Coordination of Benefits

Coordination of Benefits is the procedure used to pay health care expenses when you or an Eligible Dependent is covered by more than one health care plan. The Plan follows rules established by Ohio law to decide which health care plan pays first and how much the other health care plan must pay. The objective is to make sure the combined payments of all health care plans are no more than your actual bills.

When you or your Eligible Dependents are covered by another group health care plan or an individual plan or policy in addition to this one, the Plan will follow Ohio coordination of benefit rules to determine which health care plan is primary and which is secondary. You must submit all bills first to the primary health care plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary health care plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary health care plan.

The Plan pays for health care only when you follow the Plan's rules and procedures. If the Plan's rules conflict with those of another health care plan, it may be impossible to receive benefits from both health care plans, and you will be forced to choose which health care plan to use.

Plans That Do Not Coordinate Benefits

The Plan will pay benefits without regard to benefits paid by the following kinds of coverage:

- Medicaid
- ;
- Group hospital indemnity coverages which pay less than \$100 per day;
- school accident coverage; and
- some supplemental sickness and accident policies.

How the Plan Pays As Primary

- When this Plan is primary, it will pay the full benefit provided by your Benefit Book as if you had no other coverage.

How the Plan Pays As Secondary

- When this Plan is secondary, its payments will be based on the balance left after the primary health care plan has paid. The Plan will pay no more than that balance. In no event will the Plan pay more than it would have paid had this Plan been primary.
- The Plan will pay only for health care services that are covered under this Benefit Book.
- The Plan will pay only if you have followed all of the Plan's procedural requirements, including precertification.
- The Plan will pay no more than the "allowable expense" for the health care involved.

Which Health Care Plan is Primary?

To decide which health care plan is primary, the Plan has to consider both the coordination of benefits provisions of the other health care plan and which member of your family is involved in a claim. The primary health care plan will be determined by the first of the following which applies:

MEMORANDUM OF UNDERSTANDING

This is an understanding between AFSCME, Local 277 and Ohio Council 8 (the “Union”), and the City of Elyria (the “City”) regarding Sick Leave and Sick Leave Incentive. In resolution of this issue, the City and Union do hereby agree to the following:

Sick leave that an eligible employee has chosen to sell back per Section 33.11 shall not count against the percentage of earned and unused sick leave required of employees to sell back vacation and/or sick leave in future years, per Sections 34.1 and/or 33.11, respectively.

This Memorandum of Understanding contains the entire agreement between the Union and the City, and no additional promises have been made or relied on by any party.

MEMORANDUM OF UNDERSTANDING

This is an understanding between AFSCME, Local 277 and Ohio Council 8 (the “Union”), and the City of Elyria (the “City”) regarding Sick Leave and Sick Leave Incentive. In resolution of this issue, the City and Union do hereby agree to the following:

This memorandum applies only to the following eight (8) members of the bargaining unit:

- James V. Palella
- Carl A. Kleinholz
- John J. Snider
- Pierson A. Lorandean
- Donald G. Wimsatt
- Stanley R. Gelle

In the case of death, or permanent disability, or retirement, or if he resigns for a proven bona fide illness of himself or a member of his immediate family, or if he leaves employment for any reason after ten (10) years of continuous service, each of these members, and only these members, may choose to participate in one (1) of the following options, in lieu of the sick leave payout and sell-back provisions of the Collective Bargaining Agreement (Sections 33.10 and 33.11):

1. Receive pay for up to one-third (1/3) the value of two hundred ten (210) days of his accumulated but unused sick leave, not to exceed seventy (70) full days’ pay.
2. If the employee maintains at least sixty-five percent (65%) of his earned sick leave, he shall be eligible to sell back up to two (2) weeks of sick leave per year beginning five (5) years before he is eligible for retirement. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much sick leave, if any he desires to sell back. The sick leave sold back to the Employer shall be paid to the employee by January 30 of the following year.
3. If the employee maintains at least sixty-five percent (65%) of his earned sick leave, he shall be eligible for a combination of options 1 and 2 above. The employee may sell back up to two (2) weeks of sick leave per year prior to the employee’s retirement. In addition, he may receive pay for up to one-third (1/3) the value of his accumulated but unused sick leave. The total combined sick leave that may be sold back and/or cashed out by the employee per this option may not exceed seventy (70) full days’ pay.

This Memorandum of Understanding contains the entire agreement between the Union and the City, and no additional promises have been made or relied on by any party.

LETTER OF UNDERSTANDING

The City of Elyria (“City”) and the AFSCME, Local 277 and Ohio Council 8 (“Union”) enter into this letter of understanding with the purpose of modifying the terms of Article 46 of the Collective Bargaining Agreement as set forth below.

1. Once the adequate reserve balance of two hundred thousand dollars (\$200,000.00) is achieved, the Employee’s Hospitalization Plan (EHP) Committee may, as an alternative to the options set forth in Section 46.6 of the agreement, elect to decrease the monthly contribution rates for the City and the employees below that as set forth in Section 18.2 of the Agreement.

2. If the EHP elects to decrease the monthly contribution rates, the City agrees to waive the provisions of Sections 46.2 and 46.6 C and equally split, on a 50-50 basis, any decrease to the monthly contribution rate. If the EHP elects this option, the City’s share of the contribution may exceed 85% of the total monthly cost.

Example (set forth for illustrative purposes only):

Current total Monthly Cost (family)	= \$900.00
Current City Contribution (85%)	= \$765.00
Current Employee Contribution (15%)	= \$135
If EHC decreases monthly cost (family) by \$50.	= \$850.00
New City Contribution (\$25.00 decrease)	= \$740.00
New Employee Contribution (\$25.00 decrease)	= \$110

3. If at any time the EHC subsequently decides to pass on any cost increases pursuant to Section 18.6 B, the cost increases shall first be passed on equally (a 50 – 50 basis), until such time as the City’s share of the contribution rate as of November 1, 2007, is achieved. Thereafter, any cost increases will be based upon the 85% - 15% cost sharing as agreed to in Section 46.2 and 46.6 C of the Agreement.

LETTER OF UNDERSTANDING

The Employer (City of Elyria) and the Union (AFSCME Local 277) hereby agree to the following.

Effective upon signing, and for the duration of the agreement, Article 33, Sick Leave, Section 33.11, shall be deleted and replaced with the following language:

Section 33.11. Sick Leave Sell Back.

1. Any full-time employee who has accumulated and not used either a minimum of sixty-five percent (65%) of the employee's sick leave earned after January 1, 2007, or a minimum of sixty-five percent (65%) of the employee's sick leave earned as of the employee's date of employment with the City shall be eligible to sell back to the City not more than two (2) weeks of accumulated and unused sick leave per year commencing not more than five (5) years prior to when such employee is eligible for retirement under the retirement eligibility rules of the Ohio Public Employees' Retirement System (OPERS). Any employee who is eligible to sell back sick leave under this section shall notify the City Auditor by December 1 of each calendar year as to how much accumulated and unused sick leave, if any, the employee desires to sell back. The compensation for any such sick leave sold back to the City shall be paid to the employee by January 30 of the following year.
2. Any employee who subscribes to the sick leave sell-back plan as provided in the Item #1 above shall have their accumulated days of unused sick leave for which they would be entitled to be paid under section 33.10 reduced for each day of sick leave they sell back to the City under Item #1 above.
3. Any full-time employee who during the employee's career was off on sick leave due to an extended illness or injury may make a request to the Safety-Service Director to not consider sick leave time used for any such extended illness or injury against the employee's percentage of earned sick leave for the purposes of Item #1 above.

Effective upon signing, and for the duration of this agreement, Article 34, Sick Leave Incentive, Section 34.1, shall be deleted and replaced with the following language:

Section 34.1. Sick Leave Incentive.

1. Any full-time employee who, after completion of five (5) years of service with the City has accumulated and not used at least either the minimum percentage of sick leave earned after January 1, 2007, or the minimum percentage of sick leave earned as of the employee's date of hire with the City as stated in section "A" through "D" herein shall be eligible to sell back the employee's unused vacation as provided below:

LETTER OF UNDERSTANDING (Continued)

- A. Five (5) but less than seven (7) years with the City, minimum accumulated in unused sick leave required: 80%; maximum vacation sell-back: one (1) week; and
 - B. Seven (7) but less than thirteen (13) years of service with the City, minimum accumulated in unused sick leave required: 78%; maximum vacation sell-back: two (2) weeks; and
 - C. Thirteen (13) but less than twenty (20) years of service with the City, minimum accumulated in unused sick leave required: 74%; maximum vacation sell-back: three (3) weeks; and
 - D. Twenty (20) or more years of service with the City, minimum accumulated in unused sick leave required: 70%; maximum vacation sell-back: four (4) weeks.
2. Any employee who is eligible shall notify the City Auditor by December 1 of each year as to how much vacation, if any, the employee desires to sell back. The compensation of any such vacation sold back to the City shall be paid to the employee by January 30 of the following year.

MEMORANDUM OF UNDERSTANDING

Between The City of Elyria
and
AFSCME Local 277 and Ohio Council 8

The above referenced parties mutually agree to the following modifications to the Collective Bargaining Agreement, as it relates to the City of Elyria:

ARTICLE 11 UNION SECURITY

Section 11.1. The City agrees to deduct regular Union membership dues per pay from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct Union dues with the next payroll period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City (see Appendix B).

Section 11.2 Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any Voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee 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. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 11.3. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 11.4. In conjunction with notification to the local Union's Secretary/Treasurer, the

Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization by the employee, or (f) resignation by the employee from the Union.

Section 11.5. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 11.6. It is agreed that neither the employees nor the Union shall have a claim against the City for errors in processing of deductions unless a claim of error is made to the City, in writing within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 11.7. Two (2) weeks advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Secretary/Treasurer of the Union a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

Section 11.8. The Employer shall provide the Union separate alphabetical lists of the names, addresses, and social security numbers for each employee on whose account dues were deducted during the previous month including the amount of the deduction. The Employer shall also provide the name of each employee whose name has been dropped from the prior dues list and the reason(s) for the omission.

Section 11.9. Employees may authorize the City to deduct contributions to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) by payroll deduction (check-off). Upon receipt of the employee's P.E.O.P.L.E. deduction authorization, the City shall make the deduction and remit monthly to P.E.O.P.L.E. all such deducted monies,

ARTICLE 12
FAIR SHARE FEE

~~Section 12.1. All bargaining unit employees who are not members of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share obligation shall commence on:~~

~~a.) The effective date of this agreement for all employees who have been employed for more than sixty (60) calendar days.~~

~~b.) The sixty first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this agreement.~~

~~c.) The sixty first (61st) calendar day of employment for each employee hired after the effective date of this agreement.~~

~~Section 12.2. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix B, attached hereto. Appendix B, including all amendments thereto, is incorporated in this article by reference.~~

~~Section 12.3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided in Article 11 for dues deductions. The Employer shall provide the Union separate alphabetical lists of the names, addresses, and social security numbers for each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction. The Employer shall also provide the name of each employee whose name has been dropped from the prior fair share list and the reason(s) for the omission. The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 office.~~

~~Section 12.4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each nonmember, bargaining unit employee, of each obligation established in Appendix B.~~

Section 11.10. The Union may amend Appendix B, by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the

thirtieth (30th) calendar day after their actual receipt of the Employer.

Section 11.11. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 11.12. This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.


Section 11.13. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution of laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.


Section 11.14. This article constitutes the entire agreement between the Union and the Employer with regard to Dues Deduction. All other agreements are hereby rendered void. With the exception of Appendix B, no portion of this article may be amended except by written signed agreement of the parties.

The parties agree to modify **all applicable** paragraphs of the Collective Bargaining Agreement between the City of Elyria and Local 277, A.F.S.C.M.E. Ohio Council 8 AFL-CIO in accordance with this Memorandum of Understanding.

This agreement is being entered into on this 12th day of November, 2020.

For the Union:





For the City of Elyria:

