



05/04/2021  
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**AGREEMENT**  
**BETWEEN THE**  
**CITY OF ALLIANCE**  
**AND THE**  
**ALLIANCE WATER TREATMENT PLANT**

**SERB Case # 2020-MED-08-0839**

**Effective January 1, 2021**

**Through December 31, 2023**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Page</u></b>
Preamble/Purpose .....	1
Article 1 Recognition and Bargaining Unit .....	1
Article 2 Management Rights .....	1
Article 3 Non-Discrimination .....	2
Article 4 Gratuities.....	3
Article 5 Incompatible Employment.....	3
Article 6 Payroll Deductions.....	3
Article 7 Union Security .....	4
Article 8 Work Rules .....	6
Article 9 No Strike/No Lockout.....	6
Article 10 Labor/Management Committee .....	7
Article 11 Probationary Period .....	7
Article 12 Seniority.....	7
Article 13 Layoffs .....	8
Article 14 Disciplinary Action.....	10
Article 15 Grievance and Arbitration Procedure .....	11
Article 16 Union Rights/Bulletin Boards/Facilities .....	15
Article 17 Union Leave.....	15
Article 18 Union Leave/Activity/Representation .....	16
Article 19 Overtime Work and Additional Compensation .....	16
Article 20 Overtime Assignment .....	18
Article 21 Wages.....	18
Article 22 Longevity Pay .....	20
Article 23 Allowance .....	21
Article 24 Insurance .....	21
Article 25 Vacation .....	25
Article 26 Holidays .....	27
Article 27 Sick Leave.....	28
Article 28 Sick Leave Bonus .....	30
Article 29 Sick Leave Conversion Upon Retirement .....	30
Article 30 Funeral Leave .....	31
Article 31 Injured On Duty .....	32
Article 32 Military Leave.....	34
Article 33 Personal Leave.....	34
Article 34 Unpaid Leave of Absence.....	34
Article 35 Drug Screening .....	35
Article 36 Employee Testing/Fitness for Duty .....	38
Article 37 Jury Service /Court Leave.....	38
Article 38 Savings/Severability .....	39
Article 39 Severance of Prior Agreements/Mid-Term Bargaining.....	39
Article 40 Safety and Health.....	40
Article 41 New/Existing Job Descriptions/Classifications .....	40
Article 42 Certification Requirement.....	41

**Article**

**Page**

Article 43 Application of Civil Service Law ..... 41  
Article 44 Bargaining Unit Work ..... 42  
Article 45 Duration ..... 42  
Signature Page ..... 43  
Letter of Understanding – Scheduled Time Off ..... 44  
Letter of Understanding -- Fair Share Overtime List..... 45

## PREAMBLE/PURPOSE

This Collective Bargaining Agreement, entered into at Alliance, Ohio, between the City of Alliance (hereinafter referred to as the (“City”), and Local 2233-A Alliance Water Treatment Plant and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the “Union”).

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the mutual interests, responsibilities and obligations of the “City” and the “Union” to achieve better understanding, to provide for the efficient and economic operation of the services provided by the City, to provide a peaceful adjustment of differences between the parties and to provide for matters pertaining to wages hours, benefits, and terms and conditions of employment.

## ARTICLE 1 RECOGNITION AND BARGAINING UNIT

**Section 1.** The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the Bargaining Unit consisting of employees in the Water Treatment Department for the purpose of collective bargaining. The City shall not recognize any other organization, person or union as representing any employee within the Bargaining Unit herein.

**Section 2.** The Bargaining Unit shall include all full-time and regular part-time employees of the Water Treatment Department of the City of Alliance, except those excluded in Section 3 of this Article.

**Section 3.** Notwithstanding the provisions of this article, all employees of all other departments of the City of Alliance and all office clerical employees, all management level employees, supervisory employees, confidential employees, professional employees, seasonal, and casual employees so defined under Chapter 4117, Ohio Revised Code shall not be included in the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 1.** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the City with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the departments; its

available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform functions, services and programs of the departments.

To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, demote, transfer, layoff, train, retrain; to suspend, discipline, remove, or dismiss for just cause, and to retain or reinstate employees.

To direct, supervise and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which departmental operations shall be carried out; to establish, continue, or change policies, practices, rules and regulations.

To maintain or increase the efficiency and/or effectiveness of departmental services; to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of departmental services; and to schedule overtime.

To take any actions deemed necessary to carry out the functions, services, and programs of the department in an emergency.

and

To determine the classifications, size, and duties of the work force; determine shifts and reasonable overtime requirements; assign allocated work to and between departments; reorganize, discontinue, or enlarge any departments, or portions thereof; and to otherwise carry out all ordinary and customary functions in management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

**Section 2.** The City specifically retains all those rights contained in Section 4117.08 (C) (1)-(9), of the Ohio Revised Code, which are not listed above. In addition, all functions, rights, powers, responsibilities and authority of the Employer, with regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. The City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

### **ARTICLE 3** **NON-DISCRIMINATION**

**Section 1.** The parties agree not to unlawfully discriminate against any employee in the administration of this Agreement because of age, race, sex, color, creed, national origin, ancestry, genetic history, disability or military status.

**Section 2. Union/Non-Union Affiliation.** The parties recognize the right of all employees to be free to become a Union member and to participate in Union activities and to refrain from such membership or activity. The parties agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any employee because of union or non-union affiliation or because of an employee engaging or refraining from activity on behalf of the Union.

**Section 3. Gender Neutral.** 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. Grievance Procedure Tolling.** Where the subject matter of a grievance involves this article and there exists a concurrent collateral administrative action (e.g., OCRC/EEOC allegation, etc.) or court action, including instances where the City has been notified of pending action, the grievance procedure shall be tolled until such time as the collateral action is resolved.

#### **ARTICLE 4** **GRATUITIES**

No employee shall accept any gratuity, gift, or other valuable item for his personal use from another person, when such gifts are given with the expectation or understanding that the employee will attempt to secure for such person at the hands of the City better or more favorable treatment than that accorded other persons.

#### **ARTICLE 5** **INCOMPATIBLE EMPLOYMENT**

**Section 1.** No member of any department shall engage in any occupation or outside activity which is incompatible with his employment by the City. Any employees engaging in any occupation or outside activity for compensation shall inform the Mayor of the time required and the nature of such activity in writing, and the Mayor shall determine whether or not such activity is compatible with City employment.

Any occupation or outside activity which is subject to any form of inspection, review, or approval on the part of any City Department, Board of Commission is considered to be a conflict of interest and thus not compatible with employment by the City.

#### **ARTICLE 6** **PAYROLL DEDUCTIONS**

**Section 1.** The City agrees to payroll deduction from the pay of any employee who has given written authorization of monies for any Credit Union as authorized by the City Auditor and to remit such deductions to the Credit Union.

**Section 2.** The City agrees to payroll deduction from the pay of employees who have given written authorization of any monies for the items for which it currently makes such other payroll deductions, such as U.S. Savings Bonds, Ohio Deferred Compensation, United Way, P.E.O.P.L.E. and the like.

**ARTICLE 7**  
**UNION SECURITY**

**Section 1. Union Dues.** The Employer agrees to payroll deductions of Union dues, fees or assessments in accordance with this Article for all employees eligible for the bargaining unit.

**Section 2. Union/Employer Responsibility.** The Employer agrees to deduct regular payroll deductions of dues, fees, or assessments, once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit eligible for said deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3. Termination.** The Employer shall be relieved from making such individual deductions of dues, fees, or assessments upon and employee's:

- A. termination of employment;
- B. transfer to a job other than one covered by the bargaining unit;
- C. layoff from work;
- D. an unpaid leave of absence

**Section 4. Insufficient Wages.** The Employer shall not be obligated to make deductions of dues, fees, or assessments from any employee who, during any bi-weekly pay period involved shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees, or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions, fees, or assessments.

**Section 5. Corrections.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, fees, or assessments. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 6. Rates.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues deductions, fees, or assessments.

**Section 7. Hold Harmless Agreement.** The Union warrants and guarantees the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from the

deductions of dues, fees, or assessments 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 8.** 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 the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives 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 9.** The employer and the Union agree that if a Service Fee or Fair Share Fee becomes permissible, they will enter the appropriate language under this section of the agreement.

**Section 10.** All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of the Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to [oc8dues@afscme8.org](mailto:oc8dues@afscme8.org), subject line: Local 2233. Pay date \_\_\_\_ / \_\_\_\_ •

- a. DUES LIST: In alphabetical order by last name, the name and social security number and department/work unit of each employee for whom a union dues deduction was made, the amount of the deduction for each employee and the total amount of dues deducted for all employees for the pay period of the report.
- b. BARGAININGUNIT NON-MEMBERS LIST: In alphabetical order by last name, the name and social security number and department/work unit of each employee.
- c. The total remittance amount shall also be included.

**Section 11.** A copy of the aforementioned list of employees shall also be forwarded to the Treasurer of Local 2233 and Ohio Council 8, Akron Regional Office, 1145 Massillon Road, Akron, Ohio 44306, during the same period.

**Section 12.** 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 13.** The Employer shall provide to AFSCME Ohio Council 8, Akron Region, via electronic transmission, or by mail to 1145 Massillon Road, Akron, Ohio 44306, a list of all hires in the bargaining unit and their address no later than the last workday of each month.

## **ARTICLE 8** **WORK RULES**

**Section 1.** All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

**Section 2.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 3.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union at least seven (7) calendar days prior to implementation unless emergency circumstances exist, and if requested, meet with the Union to discuss the matter.

**Section 4.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

## **ARTICLE 9** **NO STRIKE/NO LOCKOUT**

The Union and the employees recognize that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal during the term of a collective bargaining Agreement and during the settlement procedure set forth in Section 4117.14 of the Ohio Revised Code and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, as prohibited in Section 4117.15 of the Ohio Revised Code, including but not limited to, slowdowns, job actions, sympathy strikes, or other concerted interference or withholding of any job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties. The Union agrees to seek stoppage of any type of job action by a member or members of the bargaining unit. The Union shall take steps that are reasonably within its ability that are necessary to end such job action. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15 and 4117.16, Ohio Revised Code, or any disciplinary action which may be taken against striking employees pursuant to section 4117.15(C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

The City will not institute a lockout for any cause, whatsoever, during the term of this Agreement.

**ARTICLE 10**  
**LABOR/MANAGEMENT COMMITTEE**

**Section 1.** In the interest of sound Labor/Management and to promote harmonious relations, a Labor/Management Committee shall be established. A Labor/Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, at mutually agreed upon times to discuss matters that:

- A. Will further good relations between the parties;
- B. Will eliminate or alleviate various problems that arise from time to time;
- C. Will further safety in all areas; and
- D. Will establish a line of communication between the parties for the benefit of all.

**Section 2.** At least three (3) working days prior to convening a Labor/Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

**ARTICLE 11**  
**PROBATIONARY PERIOD**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for all new employees shall begin on the first day for which the employee receives compensation and shall continue for a period of ninety (90) days; however, this period may be extended for an additional ninety (90) days by mutual agreement of parties. Probationary employees may be terminated without recourse to the grievance procedure or to civil service appeal during the probationary period.

**Section 2. Transfer Probationary Period.** Employees transferred to a new position shall serve a ninety (90) calendar day probationary period.

**ARTICLE 12**  
**SENIORITY**

**Section 1. Definition of Seniority.** Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. The following situations shall not constitute a break in continuous service for purposes of seniority:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. Layoff for less than twenty-four (24) months.

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than twenty-four (24) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

**Section 2. Definition of Departmental Classification Seniority.** Departmental classification seniority shall be calculated on the basis of uninterrupted service within a classification within a department. Where two (2) employees have the same length of uninterrupted service within a classification within a department, the employee first appointed or first named in order of appointment shall be senior.

**Section 3.** If an employee is promoted or transferred to a job outside of the bargaining unit, he or she shall not accumulate additional departmental classification seniority after the date of said promotion or transfer. If the Employer should return an employee to a job within the bargaining unit within a two (2) year period, the employee shall be restored to the seniority list with seniority to be determined according to this article.

## **ARTICLE 13** **LAYOFFS**

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

**Section 2. Notice.** Whenever the Employer determines that a lack of funds or lack of work exists, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff, job abolishment, reduction in hours, furlough, etc.) shall occur. The Employer shall notify the affected employee(s) in writing at least five (5) calendar days prior to the date of the reduction. Upon request of the Union the Employer agrees to discuss, with the representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 3. Procedure.** The Employer shall determine the applicable division and classification where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from the following:

- A. Temporary, casual, or seasonal, and part-time employees within the affected department and classification.
- B. Newly hired probationary employees within the affected department and classification.

- C. Full-time employees, starting with the employee with the least classification seniority, within the department and classification affected.

Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 10, Seniority, of this agreement.

**Section 4. Bumping Rights.** A permanent employee who is laid off by a reduction in the work force may exercise his seniority to bump an employee with the least seniority within the same classification or, if he has the least seniority, he may bump an employee with the least seniority within the next lower paying classification within the same classification series within the same department. Any permanent employee displaced from his classification under the procedures of this article may elect to take the layoff rather than exercise his bumping rights. An employee who is given the opportunity, and refuses to bump into the same classification, or into a lower paying classification within the same classification series within the same department, will not be recalled to such lower classification should one become available.

Any employee affected by layoff who wishes to exercise bumping rights must so notify the Employer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 1 of this article or will be deemed to have elected to take the layoff.

**Section 5. Recall Rights.** A bargaining unit member laid off under this article shall remain on the layoff list for a period of twenty-four (24) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off, within the classification recalled.

Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employees' last known address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall to the position from which they are laid off shall lose all seniority and recall rights. Employees who refuse or accept recall to a position other than that from which they were laid off shall retain seniority and recall rights to the position from which they were laid off, but only from the date of their original layoff. Except for illness or injury, verified by the employee to the Employer, by a medical statement certifying his inability to return to his position, failure of an employee to report to his position with the Employer within ten (10) calendar days of receipt of the recall notice or from return of the unclaimed, refused or otherwise undeliverable certified mail, shall constitute forfeiture of the employee's right to recall. Failure of an employee to report under this section due to illness or injury within thirty (30) calendar days of notification shall also constitute forfeiture of his right to recall at that time but shall remain on the recall list under the terms of this article.

**Section 6. Notice/Procedure for Furloughs.** In the event the Employer determines that a furlough is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than seven (7) days, of the planned furlough. Such notice will indicate how the furlough is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Furloughs will be limited to

personnel paid out of the fund(s) where the lack of funds exists. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs prior to implementing any involuntary furlough time. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by seniority, but subject to the approval of and operational needs of the Employer. The total yearly amount of involuntary furlough time shall be capped at sixty (60) hours per employee. Employees may voluntarily agree to assume a greater amount of unpaid furlough time.

Employees who are subject to furlough shall not have their vacation service time reduced, their seniority reduced, nor shall they lose eligibility for Employer sponsored insurance offered under the parties' agreement.

## **ARTICLE 14** **DISCIPLINARY ACTION**

**Section 1.** The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

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

**Section 2. Grounds for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 3.** The Employer generally practices progressive discipline, but reserves the right to determine the amount of discipline based upon the seriousness of the offense. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an

employee's employment for a first offense. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. Management's decision to administer a certain level of discipline for a particular offense will be made on a case-by-case basis and is not to be relied upon as a binding practice.

**Section 4. Predisciplinary Conference.** Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his Union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

**Section 5. Disciplinary Records/Appeals.** Any employee subject to discipline involving a loss in pay/suspension shall have the ability to contest such action through the grievance procedure beginning at Step 3. Letters of instruction and cautioning and letters of written reprimand shall be subject to the grievance procedure but are not eligible for arbitration. All disciplinary actions or records thereto shall cease to have force and effect for purposes of progressive discipline two (2) years after the effective date of such discipline, provided there is no intervening discipline.

## **ARTICLE 15** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition.** Grievance forms shall be provided by the Union as the local Union determines. The Regional Director and/or staff representative of Ohio Council 8, AFSCME, and the Union President may attend any Step 3 meeting to assist in settling grievances.

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only the explicit and express provisions this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by ordinances of the City of Alliance, or by the provisions of federal and/or state laws and/or by the United States or Ohio constitutions.

**Section 2. Group Grievances.** Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective

signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 3. Time Limits.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved 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. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

**Section 4. Grievance Contents.** All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

**Section 5. Time Limit Calculations.** The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

**Step 1: Department Head/Designee.** Within five (5) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head/designee, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall either respond to the grievance or schedule a meeting to discuss the grievance and respond in writing to the grievant within five (5) calendar days of receipt of the grievance.

**Step 2: Safety-Service Director/Designee.** A grievance unresolved at Step 1 may be submitted by the grievant to the Safety-Service Director/designee within five (5) calendar days of receipt of the Step 1 answer or default rejection. The Safety-Service Director/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within

fourteen (14) calendar days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

**Step 3: Arbitration.** If the grievance is not resolved in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within thirty (30) calendar days of the answer at Step 2, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as may be applicable. In lieu of utilizing FMCS, the parties may agree to select from a permanent panel of arbitrators contained herein where a timely demand for arbitration has been submitted.

**Section 7: Selection of the Arbitrator.** Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

The parties may mutually agree to mediate a grievance prior to the selection of the arbitrator. The mediator shall be chosen from the panel of arbitrators, but shall not be used as the arbitrator, should mediation fail and the grievance goes to arbitration. The cost of mediation shall be equally shared between the Local Union and the City.

**Section 8. Hearing and Decision.** The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and the arbitrator selected shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under its rule-making powers not inconsistent with the agreement.



3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.
4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The arbitrator shall be without authority to render any decision on the merits of a grievance that does not conform to the parties' negotiated grievance procedure. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. The decision of the arbitrator within the limits herein described will be final and binding on the City, the Union, and the employee affected.

**Section 9. Arbitrability.** The question of arbitrability 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. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, the issue will be tried and decided first. If the matter is determined to be arbitrable, a new arbitrator will be selected from a new list as provided herein, to decide the merits of the grievance. However, where the grievance sought to be arbitrated except in cases of discipline, has an immediate, actual, net value of less than \$3,500.00, exclusive of arbitration costs, the Employer may decline to proceed to arbitration. In such a situation the Employer's final step grievance response will control without establishing binding precedent or past practice.

**Section 10. Arbitration Expenses.** The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be

split equally by the parties. However, expenses related to the calling of witnesses, attorney's fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed. Employee witnesses shall suffer no loss in straight time pay.

**Section 11. Arbitration Awards/Settlements.** Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

## **ARTICLE 16** **UNION RIGHTS/BULLETIN BOARDS/FACILITIES**

**Section 1.** The Employer shall provide a space on the employee's Bulletin Board for the Union to place Union notices for the Union's use. Use of bulletin boards by the Union shall be limited to the following Union notices: recreation and social affairs, legislative reports, meetings, appointments, Union election, results of Union elections. Any other matter to be posted shall be submitted to the Director for approval. The Union shall not be permitted to post notices that are political in nature and/or adversely portray the Employer, or any City Official, or any City employee.

**Section 2.** The Union may use the facilities of the Water Department to conduct meetings as long as reasonable advance notice, at least twenty-four (24) hours, is given to the Employer when possible. Union representatives and officials may also use a City telephone for local calls made necessary by the terms and provisions of this Agreement, however, such calls shall not disrupt the Employer's operations.

**Section 3.** When the Union believes that it needs to review Employer records or personnel files in order to meet its statutory duty and obligations to represent employees in the bargaining unit, it will make a request for such information and access thereto as defined and excepted under 149.43 O.R.C.. The Employer shall promptly provide reasonable copies when so requested at no charge to the Union or employees covered under this Agreement.

## **ARTICLE 17** **UNION LEAVE**

**Section 1.** An employee elected or appointed delegate to conferences or conventions shall be granted time off without pay to attend each conference. Such conferences or conventions shall not exceed a period of four (4) work days per calendar year for the bargaining unit.

**Section 2.** Should any official or representative of the Local Union accept a position with AFSCME Council 8 or the AFSCME Unit International Union Staff, he/she shall be granted an indefinite leave of absence with seniority to continue to accumulate for a period of one (1) year. If he/she does not return to the bargaining unit after one (1) year, his/her seniority of accumulation will stop until he/she returns.

**ARTICLE 18**  
**UNION LEAVE/ACTIVITY/REPRESENTATION**

**Section 1.** Union representatives shall be afforded an aggregate forty (40) hours of time without loss of pay during regular duty hours to fulfill responsibilities with the City, including processing grievances, meetings, and administration and enforcement of this Agreement without loss of pay or Union time.

The Union Contract Negotiations Committee shall include a maximum of two (2) members as designated by the President of the Local Union.

**Section 2. Carryover/Limitations.** The Union shall be entitled to carry over unused Union time under paragraph (A) above from year to year. However, at no such time shall that balance exceed eighty (80) hours.

**Section 3.** There shall be a maximum of one (1) employee permitted off on Union time on any given shift to address Union matters, subject to the operational needs of the Employer.

**Section 4.** In the event the Union should use all time to which it is entitled in any given year, the Union shall be permitted additional time off under this Article not to exceed five (5) additional work days, but without pay.

**Section 5.** The President of the Local Union shall be scheduled by the City to meet with all newly hired employee(s) for a duration of no longer than one (1) hour, to inform said employee(s) of functions of the Local Union and on-the-job safety and work procedures. City facilities shall be made available for this purpose.

**ARTICLE 19**  
**OVERTIME WORK AND ADDITIONAL COMPENSATION**

**Section 1. Administration.** In the event of an emergency, Management may prescribe reasonable periods of overtime work to meet operational needs. When it is practical and possible, all overtime shall be approved by the Safety-Service Director in advance. All overtime must be reported to and justified by the Safety-Service Director. Complete records of overtime shall be maintained by the Department.

If an employee is required to attend training sessions, prior approval must be received from the Safety-Service Director and the employee shall be credited with an hour of comp time for each hour of class time which is attended outside the employee's regularly scheduled shift. This does not include time spent at sessions held to prepare for certification testing.

**Section 2. Overtime Compensation.** When an employee is required to work more than forty (40) hours in one week, he shall be paid for such time over forty (40) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay. The employee's normal work schedule shall be five (5) eight (8) hour work days in a seven (7) day period.

Overtime compensation shall not be paid more than once for the same hours under any provision of this article or agreement. For purposes of determining an employee's eligibility for overtime, only hours actually worked by the employee will be included.

The Employer shall not adjust an employee's work schedule to avoid the payment of overtime to that employee with less than ten (10) calendar day notice.

**Section 3. Compensatory Time.** Each bargaining unit member may, at his discretion, elect to take compensatory time off ("Comp Time") in lieu of compensation for any overtime worked.

Comp time shall be accrued and banked at one and one-half (1.5) hours for every hour worked. The parties agree that employees shall attempt to provide the Employer with thirty (30) days advance notice for compensatory time requests and this thirty (30) days constitutes a reasonable time period under the act. The Employer reserves the right to manage the use of compensatory time which may include scheduling such time off, offering alternative days in lieu of initially requested dates within the reasonable time period, requiring approval prior to use, and paying of such time if it determines such to be appropriate. Comp time earned shall be taken within one (1) year after its accrual. All comp time not used by the end of the one (1) year period shall be paid to the employee at the straight time rate. Maximum "comp time" which may be accumulated is two hundred forty (240) hours.

**Section 4. Call-in Pay.** When an employee is called in to work while off duty, he or she shall be paid for a minimum of two (2) hours of pay at the appropriate rate of such call-in. If overtime occurs immediately before or after the employee's regular shift, he shall be paid for the actual overtime worked in fifteen (15) minute increments. There will be no call-in pay paid when an employee reports to work as a result of "trading shifts" with another employee. If a bargaining unit employee is called in to make an assignment of emergency overtime, such as replacing a stop sign or removing broken glass from a street following an auto accident, that employee shall complete the overtime work and not call in additional personnel unless he is not qualified to perform such work or such work requires more than one person.

**Section 5. Court Pay.** Whenever an employee is required to appear during his regular off-duty time before any official court or before a prosecutor on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of two (2) hours at the appropriate hourly rate of pay. If an employee appears before a court or at a pretrial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate.

**Section 6.** When a scheduled employee reports for work on his or her regular shift, and finds work not available due to an emergency, not in the control of the Employer, he or she shall be assigned any available work. If work is not available and the employee sent home, such employee shall be paid no less than four (4) hours pay at their regular rate of pay.

**Section 7. Non-Emergency Overtime.** In the event non-emergency overtime occurs in a department, it shall be on a voluntary basis.

**ARTICLE 20**  
**OVERTIME ASSIGNMENT**

**Section 1.** The Superintendent shall prescribe periods of overtime work to maintain operational needs.

**Section 2.** When an overtime situation occurs, the overtime requirement shall be filled by utilizing the fair share overtime list. The list will not expire on December 31st, but rollover into each new year. The employee next in line for overtime on December 31st will be the first called for overtime in the new year.

**Section 3.** A fair share overtime list shall be established for each shift to include non-supervisory employees only. When a manpower shortage occurs creating overtime, the employee who has received the fewest overtime opportunities on the fair share overtime list shall be asked to work. In the event this employee cannot be contacted or refuses the overtime, the employee next lowest on the list shall be contacted and this shall continue until the manpower shortage has been filled. Sections 2, 3 and 4 of this Article shall not apply to emergency call-ins or to holdover situations.

**Section 4.** The fair share overtime list shall be kept up-to-date, when overtime is worked, by the Department Clerk. Each employee has the right, upon request, to know the status of their overtime opportunities and position on said list. Any employee accepting four (4) hours or more of overtime shall have their box filled on the overtime list.

**Section 5.** A copy of the fair share overtime list will be posted monthly, containing the most current hours of each employee on the list.

**Section 6.** Employees shall be charged on the fair share list for all overtime opportunities offered and refused. Employees may sign blanket waivers to refuse all voluntary overtime. Union will receive a copy of the waiver. In the event the employee revokes the waiver, the employee shall be charged with the highest number of hours on the overtime list on the date of the revocation.

**Section 7.** A Bargaining Unit employee shall have a minimum of ninety (90) days department seniority to qualify for overtime, except in the case of emergency and/or holdover situations.

**ARTICLE 21**  
**WAGES**

**Section 1. Base Hourly Rates.** The following are the base wage rates for bargaining unit members and classifications.

Effective January 1, 2021, bargaining unit members shall receive a two percent (2%) general wage increase. Effective January 1, 2022, bargaining unit members shall receive a two percent (2%) general wage increase. Effective January 1, 2023, bargaining unit members shall receive a one percent (1.0%) general wage increase.

Water Treatment Positions	Level	2020	1/1/2021 (2.0%)	1/1/2022 (2.0%)	1/1/2023 (1.0%)
Operator	I		\$20.99	\$21.41	\$21.63
	II	\$19.79	\$20.19	\$20.59	\$20.80
	III	\$18.84	\$19.22	\$19.60	\$19.80
	IV	\$18.24	\$18.60	\$18.98	\$19.17
	V	\$17.63	\$17.98	\$18.34	\$18.53
Assistant Chemist/Operator	I		\$21.49	\$21.92	\$22.14
	II	\$20.29	\$20.69	\$21.10	\$21.31
	III	\$19.22	\$19.72	\$20.11	\$20.31
	IV	\$18.52	\$19.10	\$19.49	\$19.68
	V	\$17.82	\$18.48	\$18.85	\$19.04

Note: 2021 Assistant Chemist/Operator rates established as 2021 Operator rate plus \$0.50.

**Section 2. Water Treatment License Classes and Payments.** The following are the hourly supplements for bargaining unit members with water treatment licenses.

<u>Level/Class</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
I	\$0.88	\$0.90	\$0.92	\$0.93
II	\$2.03	\$2.07	\$2.11	\$2.13
III	\$3.25	\$3.32	\$3.38	\$3.42

**Section 3. Wage Schedule Administration.** Employees may be moved to a higher rate or back to the base rate based upon merit. However, the decision to make such a change shall be within the City's sole discretion and shall not be subject to review under the grievance procedure. The City, at its sole discretion, may elect to start a new employee at Level IV of Section 1 herein. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect. Effective January 1, 2021, an additional level of merit pay (new Level D) has been added to the pay scale set forth in Section 1. Said additional level shall not be implemented during the term of this agreement, unless the City, in its sole discretion determines to make it available. Employees shall continue to be paid at the pay level associated with their 2020 rate of pay.

**Section 4. Merit Increases/Bonuses.** Merit raises may be given by the Appointing Authority at his discretion at any time during a contract year subject to the constraints of the wage scale and availability of funds. Such increases/bonus payments shall be based on the following criteria: production; performance; and attendance. Employees shall be evaluated by their immediate supervisor, who shall submit the evaluations to the Appointing Authority/Designee. The

Designee, if applicable, shall submit the evaluations to the Appointing Authority. The evaluations shall be in writing and shall include a recommendation as to whether or not it is recommended that the employee should be considered for a merit increase and, if so, the amount of the recommended increase. Once recommended, the Appointing Authority shall make a determination and shall provide the designee, if applicable, and employee with his decision. Any employee dissatisfied with the Appointing Authority's decision may request a meeting with him to discuss the decision. The Appointing Authority's decision is at his discretion and is final and not appealable. Merit increases may be in the form of hourly adjustment or lump sum equivalents.

**Section 5. Assistant Chemist/Operator.** This position shall be filled at the City's sole discretion. Bargaining unit membership is not required to be eligible for the position, but membership is required upon appointment. Bargaining unit members are eligible to apply. Shift and days off shall be assigned as required by the City and may vary as necessary.

When temporary vacancies occur in the Chemist and/or Assistant Chemist position (e.g., vacation, report-offs etc.) and operators are assigned to cover the Assistant Chemist position, the operator shall be paid at the Assistant Chemist rate for all hours so assigned.

**Section 6. Pension Pick-up.** The Employer agrees to continue a pension pick-up program for the employees of the Water Treatment Department who are members of this bargaining unit in the same fashion it has for other Employer employees covered by P.E.R.S.

**Section 7.** Paychecks will be distributed every other Friday. If Friday is a holiday, the employees will be paid on the preceding Thursday. Pay checks shall be made available for all members after 3:00 p.m. on Thursdays, if arrangements are made in advance for shift workers or for employees with Fridays off. Paychecks shall be issued by Direct Deposit to a financial institution of the employee's choosing.

If the last payday in December would result in a 27th payday, that pay shall not be made until the 1st day of January of the following year. The City also reserves the right to add an additional payday to make allowance for the manner in which pay date, if the anniversary date is between the 16th and 31st of the month.

**Section 8.** Longevity pay and uniform allowance shall be paid in a check separate from the employee's normal paycheck.

## **ARTICLE 22** **LONGEVITY PAY**

**Section 1.** Full-time employees hired prior to February 14, 2017, shall be paid on the second pay in June and the first pay in December of each year, according to their continuous service record as follows:

YEARS OF CONTINUOUS SERVICE COMPLETED	MONTHLY PAYMENT
4	\$ 30.00
10	\$ 70.00
15	\$ 90.00
20	\$ 110.00

**Section 2.** An employee shall advance to the next higher group with years of service in the month of the employee's anniversary date, if the employee's anniversary date is between the 1<sup>st</sup> and 15<sup>th</sup> of the month, and in the month following the employee's anniversary date, if the anniversary date is between the 16<sup>th</sup> and 31<sup>st</sup> of the month.

**Section 3.** Continuous service of an eligible employee shall be determined by using the date on which the employee was last hired by the City.

### **ARTICLE 23** **ALLOWANCE**

**Section 1. Unified Allowance.** Employees in classifications of the Bargaining Unit who have received state certification shall be paid a unified allowance of \$700 in 2015; \$750 in 2016, and; \$800 in 2017, payable to said employees in two (2) equal installments on the second pay in June and the first pay in December. The allowance for those employees without state certification shall be \$600 in 2015, \$650 in 2016, and \$700 in 2017, paid in two (2) equal installments on the second pay in June and the first pay in December. The Employer will establish the work uniform for the department.

**Section 2. Mileage Allowance.** An employee using a private vehicle for any out-of-City job-related court appearance, pretrial appearance, or any other job-related activities, (not to include Union activities, educational activities, or activities related to becoming licensed by the State of Ohio) shall be reimbursed for mileage at the current federal allowed rate per mile then applicable after completing the appropriate request form.

### **ARTICLE 24** **INSURANCE**

**Section 1.** For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, eye care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Coverage and benefits will be determined by the committee identified herein and cost containment measures may be adopted by the Employer or the Committee pursuant to the provisions of Section 5 herein. Beginning in 2018, the employees will move to the benefit plan currently identified as the "Safety Forces" Plan.



**Section 2. Annual Wellness Screening Program.** The City shall institute an annual wellness screening program that will be offered at no cost to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release the will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%). The reduction is expressed in the formula contained in Section 4.

**Section 3. Tobacco Use Surcharge.** The City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in 4. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release the will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

**Section 4. Cost Sharing.** Employees shall be required to share in the cost of health care coverage as set forth herein up to the maximums permitted by the ACA. The Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

**For those Employees Qualifying for Screening Reduction (2.5% reduction)**

Monthly Maximum	Employer Contribution	Monthly Minimum	Employee Contribution	Total Base Contribution
Single	\$409.33	Single	\$33.19	\$442.52
EE + Child(ren)	\$757.25	EE + Child(ren)	\$61.40	\$818.65
EE + Spouse	\$859.59	EE + Spouse	\$69.70	\$929.29
Family	\$1,330.31	Family	\$107.86	\$1,438.17

**Base Contribution Without Surcharge or Incentive**

Monthly Maximum	Employer Contribution	Monthly Minimum	Employee Contribution	Total Base Contribution
Single	\$398.27	Single	\$44.25	\$442.52
EE + Child(ren)	\$736.79	EE + Child(ren)	\$81.87	\$818.65
EE + Spouse	\$836.36	EE + Spouse	\$92.93	\$929.29
Family	\$1,294.35	Family	\$143.82	\$1,438.17

**For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)**

Monthly Maximum	Employer Contribution	Monthly Minimum	Employee Contribution	Total Base Contribution
Single	\$387.21	Single	\$55.32	\$442.52
EE + Child(ren)	\$716.32	EE + Child(ren)	\$102.33	\$818.65
EE + Spouse	\$813.13	EE + Spouse	\$116.16	\$929.29
Family	\$1,258.40	Family	\$179.77	\$1,438.17

**For Tobacco Users Without Screening (5% surcharge)**

Monthly Maximum	Employer Contribution	Monthly Minimum	Employee Contribution	Total Base Contribution
Single	\$376.14	Single	\$66.38	\$442.52
EE + Child(ren)	\$695.85	EE + Child(ren)	\$122.80	\$818.65
EE + Spouse	\$789.90	EE + Spouse	\$139.39	\$929.29
Family	\$1,222.44	Family	\$215.73	\$1,438.17

Commencing in January 2018, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

**Section 5. Health Care Committee.** A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. The Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer less than the total number of city bargaining unit representatives participating and the number of Management representatives will be reduced as necessary in order to allow for an odd number of voting representatives. The Employer agrees that the number of representatives that it designates to the committee shall always be either two (2) or three (3) individuals less than the total number of represented bargaining unit participating in the committee at that time, whichever produces and odd number.

For example, if the committee has seven (7) bargaining units participating and one (1) non-bargaining unit employee, the Employer number will be three (3) representatives in order to maintain an odd number (four (4) less than the number of bargaining units represented). The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

**Section 6. Coverage Coordination.** If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

**Section 7. Spousal Coverage.** Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

**Section 8. Life Insurance.** The City will maintain the bargaining unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$10,000 at the Employer's cost. The employee may purchase additional life insurance through the City and the cost shall be deducted from the employee's pay bi-weekly.

**Section 9. Ohio AFSCME Care Plan.** The City shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental IIA, Vision, Hearing, Prescription and Life Insurance benefits to eligible bargaining unit employees in accordance with the rules and regulation of the Fund and all applicable federal and state laws. Contributions shall be made between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) of each month at the rate of sixty three dollars and seventy-five cents (\$63.75) per month for each bargaining unit employee. Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91<sup>st</sup>) day of employment. The monthly rate shall not increase during the term of this contract.

**Section 10. Ohio AFSCME Legal Services Fund.** The City shall contribute to the Ohio AFSCME Legal Services Fund five dollars (\$5.00) per month for each full-time bargaining unit employee commencing on the ninety-first (91<sup>st</sup>) day of employment for newly hired employees.

**Section 11.** To the extent it is provided any employee assistance program benefits will be offered in the City’s health insurance plan.

**Section 12.** The City will reimburse the Bargaining Unit members’ health club membership up to a maximum of one hundred and fifty dollars (\$150) annually. To qualify the employee will be required to provide proof of payment of membership and use at least two (2) times a month on separate days or thirty-six (36) times annually. If the member has an extended illness or injury that prohibits use of this benefit, the member shall provide a doctor’s note explaining why member was unable to use it.

**ARTICLE 25**  
**VACATION**

**Section 1.** It is the intent of the parties to prevail over R.C. 9.44. Employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of full-time service with the Employer as follows:

Employees hired full-time before January 1, 2017:

<b><u>Length of Full-Time Service</u></b>	<b><u>Vacation</u></b>
After completion of 1 year	10 days
After completion of 6 years	15 days
After completion of 12 years	20 days
After completion of 17 years	25 days
After completion of 21 years	30 days

Employees hired on or after January 1, 2017:

<b><u>Length of Full-Time Service</u></b>	<b><u>Vacation</u></b>
After completion of 1 year	10 days
After completion of 6 years	15 days

After completion of 13 years	20 days
After completion of 20 years	25 days

An employee with less than one (1) year of service is not entitled to use vacation credit but is credited with the applicable amount of vacation leave on his first anniversary of employment. Thereafter the employee shall be credited on January 1, annually, with the amount of vacation the employee has accrued in the previous calendar year.

**Section 2.** Full-time anniversary date, for the purpose of vacation, shall be used only to establish eligibility for the next highest vacation bracket. In order to receive the additional vacation, an employee must have, on his/her anniversary, completed the year specified in the vacation schedule. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in no-pay status. Prorated vacation credit is given for any part of a pay period

**Section 3.** During the vacation herein provided for, full-time employees shall be entitled to full pay for such period at the employee’s regular rate of compensation, for the number of hours the employee is regularly scheduled to work, e.g., eight (8) hours or seven (7) hours per day. An employee who leaves the employment of the City for any reason will receive pay at his base hourly rate for vacation that he/she may have been eligible for if not already taken at the time of termination. Vacation time may be used in four (4) hour increments.

**Section 4. Accumulation and Carry-over.** Vacation leave shall be taken by an employee in the year in which it was accrued and by the next anniversary date of employment. Vacation time under the provisions of this sub-section shall not accumulate from one year to another, except where specifically stated and if not taken shall be forfeited. Vacation time accrued over the maximum amount of thirty (30) days shall be forfeited. Absence on account of sickness, injury, or disability in excess of that authorized for such purpose, may at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance, provided it has been requested in advance of days taken.

**Section 5. Scheduling.** No employee will be granted more than thirty (30) days actual vacation time in a calendar year off except when the employee retires or terminates his/her service with the City, or if approved by the Director. The Employer shall keep records of vacation leave allowance and shall schedule vacation leaves by departmental seniority. The Employer shall distribute a vacation calendar by December 1 of the year. Prior to December 31 employees may request dates for vacation during the following year (January 1 to December 31). In December the calendar shall be circulated among employees according to seniority and each employee may make one (1) selection of up to five (5) contiguous work days. The calendar shall be circulated by seniority a second time and again each employee may make one (1) additional selection of up to five (5) contiguous work days. This process shall be continued as needed. Such request shall be honored on the basis of the employee’s seniority with the Employer subject to workload requirements. Vacation requests submitted after December 31 must be submitted at least ten (10) calendar days prior to the start of the requested leave and shall be honored on a “first-come, first-served” basis at a time mutually agreeable to the employee and Employer. The ten (10) day requirement for requests submission may be waived if a Relief Operator is willing to fill the

vacancy. Vacation requests submitted after December 31 will not be limited to a maximum of five (5) contiguous days and may be taken in increments of one (1) or more days. After December 31, vacations shall be granted to the employee with the greatest seniority only if two (2) or more employees request vacation leave for the same date(s) simultaneously and the Employer cannot grant vacation leave to all employees making the request. Before an employee begins a vacation, the employee shall notify the supervisor in writing if the employee wants to be called back to fill an overtime situation. Cancellation of prescheduled vacation by the employee will negate his seniority status and any future vacation requests will be based on the operational needs of the Department.

Vacation requests timely submitted at least ten (10) calendar days prior to the start of the requested leave shall result in the cancellation of the scheduled compensatory time off of another employee that conflicts with the vacation request. Once vacation time is scheduled it may not be converted to compensatory time.

**Section 6.** Any employee having service credit with the Employer, prior to the hiring date with the Employer, shall have this credit applied to his/her anniversary date with the Employer for the purpose of vacation. The employee shall not receive the credit if he received payment for his unused vacation leave after his previous separation from the City.

**Section 7.** While the City encourages employees to take all available vacation time off, an employee with ten (10) years employment earning fifteen (15) or more days of vacation may elect, with the approval of the appropriate appointing authority and subject to the availability of funds, to be paid at his regular base rate for all but two (2) weeks (ten [10] days) of unused vacation each calendar year. Each employee must take at least one (1) week vacation per year after the first year of employment. The leave that is converted shall be that which is earned in the given year and payment shall be made by January 31 of the year following the leave being earned. The amount of leave considered earnable salary shall be reduced by any leave utilized during the year for which it is being earned and no employee shall be permitted to receive payment for more vacation leave that he otherwise earns in a given year.

## **ARTICLE 26** **HOLIDAYS**

**Section 1.** Employees shall receive compensation in pay (i.e., holiday pay) for the following legal holidays:

- |                     |                            |
|---------------------|----------------------------|
| 1. New Year's Day   | 7. Labor Day               |
| 2. M.L. King' Day   | 8. Veteran's Day           |
| 3. Presidents Day   | 9. Thanksgiving Day        |
| 4. Good Friday      | 10. Day after Thanksgiving |
| 5. Memorial Day     | 11. Christmas Day          |
| 6. Independence Day | 12. Personal Day           |

**Section 2. Holiday Pay.** Employees shall receive eight (8) hours of compensation in pay at their base hourly rate of pay or eight (8) hours for each legal holiday.

**Section 3.** When a holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, whichever is applicable. However, operators shall celebrate the holiday on its normal/actual day.

**Section 4. Holiday Pay Eligibility.** If an employee is absent the normally scheduled day preceding or following each holiday for any reason other than pre-approved paid leave, the employee's holiday pay shall be forfeited. An employee must work the scheduled day before and the scheduled day after the holiday in order to receive holiday pay. However, if an employee is on funeral leave or jury duty leave, when a holiday is celebrated, he shall receive an alternative day off, with pay, mutually agreed upon between the City and the employee.

**Section 5. Rate of Pay for Hours Worked on Holidays.** Where work is the result of a call-in on any of the holidays identified in Section 1, the employee is entitled to pay or compensatory time for all hours worked on the holiday at one and one-half (1.5) times the regular hourly rate, at the discretion of the employee.

**Section 6.** When an employee is not scheduled to work on a holiday, he is entitled to:

- I. Option I Pay Only: Employee shall be paid 8 hours holiday time at regular rates, i.e. "8 hours pay at regular rate."
- II. Option II- Compensatory Time Only: Employee can accrue 8 hours compensatory time to be used as comp time at some future date provided it does not require replacement overtime, subject to approval by the Employer.

**Section 7.** The City shall have the right to apply its current practices and procedures to implement further the terms of this article.

**Section 8.** Any employee who is scheduled to work and who reports off sick on a scheduled holiday shall be denied any holiday compensation and shall have the absence charged against accumulated sick leave.

**Section 9. Personal Holiday Day.** A request to use the Personal Holiday Day must be submitted at least ten (10) calendar days prior to the start of the requested leave. The ten (10) day requirement for requests submission may be waived if a Relief Operator is willing to fill the vacancy.

## **ARTICLE 27** **SICK LEAVE**

**Section 1.** Upon the approval of the Employer, employees may use sick leave for:

Illness, injury, or pregnancy-related condition of the employee;

Exposure by the employee to a contagious disease communicable to other employees;

Illness, injury or death in the employee's immediate family;

Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours.

**Section 2.** All full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service, one hundred twenty (120) hours annually. Service for sick leave credit includes all hours in active pay status, including regular non-overtime hours worked, paid vacation, personal sick days, bonus sick days, funeral leave, compensatory time, etc., but not paid sick leave, unpaid leave, unpaid suspension, or layoff. An employee who has been laid off, suspended, or is on leave of absence will not accumulate or receive sick leave credit.

**Section 3. Reporting.** When an employee is unable to report to work due to illness or injury, he shall notify his supervisor of such absence and reason therefore at least thirty (30) minutes before the start of his/her work shift each day he/she is absent by calling the supervisor. If the supervisor does not answer, the employee shall page the supervisor and leave the message on the supervisor's pager. An employee who expects to be on extended sick leave must notify his immediate supervisor, or other designated person, every day he is absent, unless otherwise agreed.

**Section 4. Documentation.** Before an absence may be charged against accumulated sick leave, the Employer will require such proof of illness, injury or consultations in the form of a written signed statement. If medical attention is required, an acceptable certificate from a licensed medical practitioner may be required to justify the use of sick leave. The Employer may require the employee to be examined by a physician designated by the Department Head and paid by the Employer.

In any event, an employee absent for more than three (3) consecutive scheduled work days must supply a physician's report to be eligible for paid sick leave. If the employee fails to submit adequate proof as required by this section, such leave may be considered an unauthorized leave and discipline may be issued. If the Employer finds that the written statement was falsified, such shall be grounds for dismissal.

**Section 5. Abuse/Pattern Absence.** Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.

**Section 6. Fitness for Duty Examinations.** The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

**Section 7.** An employee, after he has exhausted his sick leave, may use his vacation leave to receive pay for time off due to sickness.



**Section 8.** For purposes of this article, “immediate family” shall be defined to include only the employee’s:

- |             |                          |
|-------------|--------------------------|
| 1. Spouse   | 4. Step-Children in home |
| 2. Children | 5. Mother-in-law         |
| 3. Parents  | 6. Father-in-law         |

**Section 9. Sick Leave Transfer.** An employee who transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in his new Department. Sick leave shall not be transferable to the City of Alliance from another public entity.

**Section 10. Accumulation/Minimum Usage Increment.** Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee’s credit on the basis of one (1) hour for each one (1) hour of absence from his or her scheduled duty day.

**Section 11. Mid-Shift Usage.** An employee who becomes sick during working hours or before the end of his work day shall report said illness to his immediate supervisor prior to clocking out or leaving work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge. Any employee who leaves work under these circumstances will be charged for a minimum of one (1) hour sick leave. This one (1) hour minimum charge will not apply to prearranged doctor’s appointment, or to situations where the employee is permitted to leave work to visit the doctor and returns to work in less than one (1) hour. If an employee leaves work early and the City has reason to believe that the claimed sickness is not legitimate, the City may require the employee to provide evidence that the use of sick leave was justified with the burden of proof being placed on the employee.

**ARTICLE 28**  
**SICK LEAVE BONUS**

**Section 1.** As an incentive to accumulate sick leave, the City shall grant one (1) additional work day off with pay in the event the employee works six (6) consecutive months without missing a work day, for any reason. The employee may elect to take an additional scheduled work day off or to receive an extra day’s pay in lieu of the day off. Employee(s) who earn the additional work day must use it within a six (6) month period from the day it was earned.

**ARTICLE 29**  
**SICK LEAVE CONVERSION UPON RETIREMENT**

**Section 1.** Employees who retire in accordance with the rules and regulations of P.E.R.S. (Public Employees Retirement System of Ohio) shall be compensated in a lump sum for that portion of unused sick leave as follows:

For employees hired before February 1, 2015, all sick leave hours on credit up to a maximum of nine hundred sixty (960) hours. Additionally, twenty-five percent (25%) of all sick leave hours over nine hundred sixty (960) hours, up to a maximum of six hundred (600) hours (maximum of one hundred fifty [150] additional hours paid). Under no circumstances will more than one thousand one hundred ten (1,110) hours be paid).

For employees hired after February 1, 2015, the maximum sick leave conversion shall be nine hundred sixty (960) hours or twenty-five percent (25%) of their accumulation, whichever is less.

A lump sum payment shall be calculated on the basis of the employee's annual wage at retirement divided by 2080, multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in two (2) equal payments as mutually agreed upon by the employee and the Employer provided that the employee has given the City six (6) months. If the employee provides advance notification to the City Auditor that the pay out of sick leave is to be transferred to a tax deferred qualifying account, the full lump sum shall be electronically transferred to said account within fourteen (14) days of the employee's retirement.

**Section 2.** Employees who have retired and received lump sum payments for sick leave credit as outlined above, shall not, upon re-employment by the City, be eligible for sick leave recrediting.

**Section 3.** The death of an employee shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts. Only sick leave credit earned by employment with the City may be converted.

**Section 4.** Any sick leave taken for elective surgery or improper use of sick leave, in the three (3) month period immediately preceding retirement, shall be deducted hour-for-hour from the maximum sick leave payable under this article upon retirement.

### **ARTICLE 30** **FUNERAL LEAVE**

**Section 1.** An employee may be off work with pay up to a maximum of three (3) days for the death of a member of the employee's immediate family charged against sick leave, excepting aunts and uncles for whom the maximum shall be one (1) day.

In order to receive payment for a day's funeral leave the employee must have been scheduled for work on the date or dates for which he requests payment, and if more than one (1) day is claimed (up to a maximum of three (3) days, must be continuous and occur within and/or include the date of the funeral.

**Section 2.** Due to seven (7) days per week and 24 hours per day operations, Bargaining Unit employees shall receive four (4) days in the event the death occurred on a Saturday or Sunday and the employee is scheduled to work on the weekend when it occurs.

**Section 3.** Immediate family for the purposes of this article shall be defined as follows: mother, father, spouse, mother-in-law, father-in-law, grandparent, children, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, foster children, step-children, step-parents, or legal guardian.

**Section 4.** The Safety-Service Director may authorize additional time off to be charged against the employee's sick leave which shall not be unreasonably withheld for an out-of-state funeral or if special circumstances, such as the need to take care of the business affairs of the deceased, necessitates additional time off.

### **ARTICLE 31** **INJURED ON DUTY**

**Section 1.** The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period. There shall be no loss of benefits provided by the City or any applicable labor agreement during the leave.

**Section 2. Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty while actually working for the City on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 3.

**Section 3. Eligibility.** To be eligible for IOD the employee shall:

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

the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.

2. Furnish the City with a signed City of Alliance Authorization(s) to Release Medical Information relevant to the claim.
3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.
5. Provide a medical certification from a physician on the list of City-approved providers opining that the employee is disabled from employment in excess of seven (7)

consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

**Section 4. Procedure/Payment/Duration of Leave.** Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the employee is not able to return on the fourteenth (14th) day of injury, the sick time of the first seven (7) days shall be restored. If any employee has not accumulated forty (40) hours of sick leave, and if the disability ends in less than fourteen (14) days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

Each employee shall be entitled to a six (6) month period per injury on duty commencing with the date on which the injury occurs and expiring six (6) months thereafter. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or reoccurrences of that injury. Under no circumstances shall a new I.O.D. entitlement be granted where the claim is based on aggravation or reoccurrence.

**Section 5. Disqualification/Denial of Claim/Reimbursement.** Any employee found eligible to receive benefits or payments from the Public Employees Retirement System shall not be eligible to receive I.O.D. benefits. Employees shall not be eligible for I.O.D. unless the injury is of such severity as to require medical care. If for any reason the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said IOD leave shall cease and the employee shall reimburse the City for any amounts paid pursuant to this section. The City may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay per pay period and shall be limited to the amount of benefit overpaid.

**Section 6. Review of Claim.** The City reserves the right to review the employee's status every fifteen (15) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

**Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits.** Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

**Section 8. Disability Separation.** If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation.

**Section 9. False Claims/Abuse.** The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses of the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two years of the discovery of the false claim or abuse. Examples of what might constitute “abuse” as used in this section include, but are not limited to, an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

### **ARTICLE 32** **MILITARY LEAVE**

Military leave, with or without pay, shall be granted as provided by Ohio Revised Code and Ohio Administrative Law.

### **ARTICLE 33** **PERSONAL LEAVE**

**Section 1. Personal Leave.** An employee may use two (2) days, sixteen (16) hours of sick leave annually as personal leave. Except for emergencies, twenty-four (24) hours’ notice shall be given for a personal leave request. A personal leave request form must be submitted to the City within the time limit unless due to an emergency. Paid legal holidays shall be excluded from use as a personal leave day.

### **ARTICLE 34** **UNPAID LEAVE OF ABSENCE**

**Section 1.** Any employee who believes he or she has justifiable reason may apply for a leave of absence, not to exceed one (1) year in length. The approval of both the Department Head and Safety-Service Director must be obtained. Such requests for leave will be considered and may be granted for good cause if the employee's absence will not adversely affect efficient operation of the Department. The authorization of unpaid leave is a matter of administrative discretion and will not be considered precedent for a grievance based on the denial of another leave of absence.

**Section 2.** No benefits shall accrue to the employee while on an unpaid leave of absence.

**Section 3.** When on such leave due to an employee's medical disability, the employee’s medical insurance will be maintained by the City to the extent that such is required by the FMLA and the employee will continue to accrue seniority up to one year for purposes of vacation and longevity which shall be applicable when the employee returns to full-time duty. No seniority shall accrue if an individual is on a non-medical unpaid leave of absence.

**Section 4. Abuse of Leave.** If it is found that a leave is not actually being used for the purpose for which it was granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee and the Union.

**Section 5. Failure to Report.** An employee who fails to report to duty within five (5) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the City or its representative, may be removed from the City employment. An employee who fails to return to employment from a leave of absence without pay and is subsequently removed from employment is deemed to have a termination date corresponding to the ending date of the leave of absence without pay.

### **ARTICLE 35** **DRUG SCREENING**

- A. Drug screening tests may be given to employees to detect the use of illegal drugs or controlled chemical substances. Such testing may be done on a random basis for safety sensitive personnel and CDL holders and as part of reasonable suspicion testing for all employees. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- B. The employee may have a second confirmatory test done at a lab of his/her choosing, at his/her expense, provided however, such tests must be done by a laboratory testing all known drug subject to abuse, have a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.
- C. If both the screening and the confirmatory tests are positive, the City may require the employee to participate in a rehabilitation or detoxification program which is covered by the City's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using illegal drugs or abusing controlled substances, the employee shall be returned to his position. Such employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- D. If the employee refuses to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if he/she tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

- E. For the purpose of this article, “periodic” shall mean not more than one time per year, except that drug tests may be performed at any time upon “reasonable suspicion” of drug use and an employee may be tested more frequently during one (1) year period after his return from a rehabilitation or detoxification program.
- F. For the purpose implementing the provisions of this article, each employee shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the employee.
- G. If an employee is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer the employee shall be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or holiday time during such leave. An employee found guilty by a court of competent jurisdiction shall be summarily discharged. An employee found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The employee’s health insurance premiums will be paid during the leave of absence.
- H. Notification of Prescription Medications/Narcotics. All personnel operating motor vehicles in the course of their employment with the City, holding CDLs, or occupying safety sensitive positions are required to notify the applicable Department Head and Safety-Service Director when under a course of treatment that includes prescription narcotics so that a review of the employee’s essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee’s ability to safely perform the essential functions of his position in light of the prescription medication. The Medical Review Office shall be a physician designated by the City and having expertise in occupational medicine.
- I. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.
- J. Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable

suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.
3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.
4. Occurrence of a serious or potentially serious accident that may have been caused by human error.
5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.
6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

- K. Post-Accident and Post-Injury Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident or injury shall remain in paid status and must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to immediately report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

- L. Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.



- M. Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year. The cost of these random tests shall be paid by the City.

**ARTICLE 36**  
**EMPLOYEE TESTING/FITNESS FOR DUTY**

**Section 1.** The City, at its own expense, retains the management right to conduct physical and agility, psychological testing and other non-discriminatory job-related tests for a probationary employee and require that such tests be taken prior to hiring or prior to the completion of the probationary period.

**Section 2.** The City, at its own expense, also retains the management right to conduct physical, agility, psychological and other non-discriminatory job-related testing where the City reasonably determines such testing to be necessary to insure the continuing capabilities of its non-probationary employees.

**Section 3. Fitness for Duty.** The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer's sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

**ARTICLE 37**  
**JURY SERVICE /COURT LEAVE**

**Section 1.** An employee who is called for jury duty will be paid his/her regular straight time pay for the day, if it was a scheduled work day. The employee will give the City any jury duty pay received. Written confirmation from the court of the jury duty service is required. If an employee reports for Jury Duty and is excused that day, he/she shall be required to report to the Water Department for work as soon as practical thereafter except such employee shall not be required to report for work at the Water Department if there is less than two (2) hours remaining in the shift. Employees scheduled for Jury Duty shall be scheduled to work Monday through Friday day shift.

**Section 2.** The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to Court and required to testify about a matter resulting from his duties as a City employee.

Employees scheduled for Jury Duty shall be scheduled to work Monday through Friday day shift.

**Section 3.** Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

**Section 4.** This section applies to permanent and probationary full-time employees.

### **ARTICLE 38** **SAVINGS/SEVERABILITY**

**Section 1.** In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

**Section 2.** Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provision herein.

### **ARTICLE 39** **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

**Section 2. Mid-Term Bargaining.** Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to discuss the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

**ARTICLE 40**  
**SAFETY AND HEALTH**

**Section 1.** Safety is a mutual concern of the City and the Union. The City shall utilize all reasonable efforts to maintain safe working facilities, vehicles, tools and equipment. The employees and the Union are expected to cooperate with the City in maintaining safe working facilities, vehicles, tools and equipment.

**Section 2.** The City shall make every reasonable effort to comply with applicable safety and health laws, rules and regulations. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 3.** The City shall provide protective devices and other equipment which it deems necessary to protect employees from accidents and health hazards. The employees agree to wear all protective equipment so provided and the Union agrees to assist the City in obtaining voluntary compliance by employees. Refusal to wear protective equipment shall subject an employee to disciplinary action.

**Section 4.** Adequate First Aid Kits shall be maintained at all work areas and work sites. All City vehicles shall carry First Aid Kits in their cabs or other accessible locations.

**Section 5.** Complaints involving unsafe equipment or conditions should be reported by the employee to his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operations, shall not permit the equipment to be operated and so mark the keys to said equipment. Employees shall not be required to operate equipment until it is fixed. If the supervisor does not agree the equipment is unsafe, the employee may process a complaint through the grievance procedure or call for an appropriate Union Steward to resolve the issue. Grievances filed pursuant to this article shall not be arbitrable.

**Section 6.** The Employer shall provide protection for all bargaining unit employees for liabilities arising from their employment, in the form of liability insurance, or in another manner at no cost to the employee (up to the limits of the insurance coverage). The City also shall provide all reasonable necessary legal counsel necessary without cost to the employee or the Union.

**ARTICLE 41**  
**NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS**

**Section 1. Job Descriptions/Classifications.** The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications.

**Section 2.** Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded

from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

**Section 3.** Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

**Section 4.** Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

**Section 5.** If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

## **ARTICLE 42** **CERTIFICATION REQUIREMENT**

**Section 1.** Every employee hired after January 1, 1994 shall obtain a certification within thirty (30) months of his/her original date of hire. This minimum licensing requirement shall be necessary for continued employment at the Alliance Water Plant. If the employee fails to obtain the Class I operator license from the Ohio EPA for his position within the thirty (30) month period, the employee shall be dismissed.

**Section 2.** The City shall not pay any expenses related to the certification process. However, any employee who becomes certified as a Class I operator from the Ohio EPA will receive a one-time payment of \$500.00. Current employees shall be entitled to the one-time payment if they obtain a higher class operator's license during the term of this Agreement.

**Section 3.** The City will work with an employee taking a licensing test to alter the employee's work schedule to allow for the test day to be a scheduled day off.

## **ARTICLE 43** **APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Alliance nor Rules and Regulations of the Civil Service Commission of the City of Alliance, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 2.** Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**Section 3. Exclusive Remedy.** Employees covered by this agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this agreement as their sole and exclusive remedy.

#### **ARTICLE 44** **BARGAINING UNIT WORK**

**Section 1.** Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 3, Management Rights. It is understood that supervisory employees currently perform bargaining unit work and will continue to perform bargaining unit work at the discretion of the City.

**Section 2. Supervisory/Management Personnel.** Supervisory or management employees excluded from this Agreement will not be regularly scheduled to perform bargaining unit work where such assignment or schedule results in the reduction of regularly scheduled hours or scheduled overtime available for bargaining unit employees unless that overtime work has been worked regularly performed by the supervisory employee(s) in the past. The foregoing restriction will not apply in the case of emergency, training, the unavailability of bargaining unit employees, or where the amount of bargaining unit work is de minimis, and the like.

**Section 3. Welfare to Work Participants.** It is understood that the City employs Welfare/Workfare individuals and persons assigned by the courts to perform work which may be considered bargaining unit work. It is agreed that the City will retain the right to use such individuals to supplement the Streets Department Workforce. However, the foregoing shall not be used as a subterfuge to reduce the size of the bargaining unit and no Welfare/Workfare or Court assigned person shall not be permitted to operate any Street Department equipment except lawn mowers and hand tools.

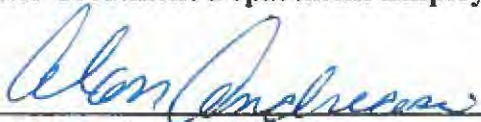
#### **ARTICLE 45** **DURATION**

This Collective Bargaining Agreement shall be effective from January 1, 2021, and shall continue through December 31, 2023, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than ninety (90) days prior to the expiration of the Agreement. In the event that the Employer is placed in Fiscal Caution, Fiscal Watch or Fiscal Emergency by the State Auditor's Office the Employer may reopen the Agreement on any and all economic issues for negotiation with the dispute resolution procedure identified in R.C. 4117 available in the event impasse is reached.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 16 day of APRIL, 2021.

**For the City of Alliance  
Water Treatment Department Employees**



Dr. Alan Andreani, Mayor



Michael Dreger, Safety/Service Director

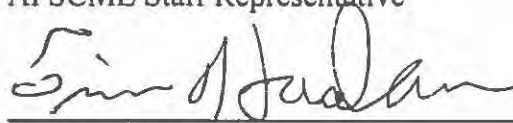


Kevin Knowles, Auditor

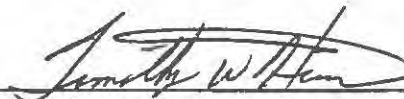
**For Local 2233-A, AFSCME, AFL-CIO**



Stevan Pickard  
AFSCME Staff Representative



Erin Hurdan  
President Local 2233



Bargaining Unit Representative

\_\_\_\_\_  
Robin L Bell, Labor Consultant  
Clemans, Nelson & Associates, Inc.

**LETTER OF UNDERSTANDING – SCHEDULED TIME OFF**

**BETWEEN  
THE CITY OF ALLIANCE  
AND  
AFSCME, LOCAL 2233-A  
ALLIANCE WATER TREATMENT PLANT EMPLOYEES  
AND  
AFSCME, OHIO COUNCIL 8**

Both parties mutually agree that the following language pertaining to scheduled employee time-off shall be adopted on a trial basis:

**Scheduled Time Off**

**Section A.** Scheduled employee time-off, which is defined as vacation, personal holidays, personal sick days, bonus sick day and compensatory time, shall require ten (10) calendar days of advance notice to the Employer prior to taking the time off. The purpose of this is to afford relief operators and the Employer time to fill the vacancy. The department head or designee will provide email notification to the relief operator to the email address provided to the City by the relief operator of any schedule changes ten (10) days prior to the changed date. Sick time, bereavement, and family emergencies are not included as scheduled time-off.

**Section B.** Scheduled time-off as defined in Section A herein may be taken with less than 10-days notification provided that a relief operator is willing to fill the vacancy.

**Section C.** Section A herein does not include the two days of sick leave that an employee may use as personal leave. Pursuant to Article 25, Section 9A and 9B of the Bargaining unit Agreement, 24 hours' notice shall be given for those days except for emergencies.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LETTER OF UNDERSTANDING -- FAIR SHARE OVERTIME LIST**  
**BETWEEN**  
**THE CITY OF ALLIANCE**  
**AND**  
**AFSCME, LOCAL 2233-A**  
**ALLIANCE WATER TREATMENT PLANT EMPLOYEES**  
**AND**  
**AFSCME, OHIO COUNCIL 8**

Both parties mutually agree that the following language pertaining to overtime fair share distribution pursuant to Article 17, Overtime Assignment, shall be adopted on a trial basis:

When using the fair share overtime list, the first person up has the option of accepting either four (4) hours or eight (8) hours of the overtime shift. If the four (4) hour option is chosen by anyone prior to the total eight (8) hour shift being accepted, the remaining four (4) hours shall be offered to the complete list before anyone can accept the full eight (8) hours.

It is further agreed that this Letter of Understanding shall be in force from the date of signing by both parties to December 31, 2023, unless the Union provides the City with thirty (30) days' notice to terminate this Letter of Understanding.

**FOR THE CITY OF ALLIANCE**



**FOR AFSCME OHIO COUNCIL 8**



**FOR AFSCME LOCAL 2233-A**



**Dated**

*4-16-2021*