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**AGREEMENT
BETWEEN THE
CITY OF COLUMBIANA
AND
AFSCME 2761**

SERB CASE NO. 2021-MED-03-0236

**EFFECTIVE JUNE 1, 2021 -
MAY 31, 2023**

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PREAMBLE/PURPOSE

This Agreement is made and entered into by and between The City of Columbiana, hereafter referred to as the “City,” and Ohio Council 8 and Local #2761, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the “Union.” The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City and the Union of enabling employees covered by this Agreement to participate through union representation in the establishment of terms and conditions of their employment, to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between parties.

ARTICLE 1 DEFINITIONS

“Department,” whenever used herein, shall mean:

City Hall: Bookkeeper, Utility Clerk, Assistant Zoning and Building Inspector, Meter Reader, Custodian.

Water: Water Distribution Operator (unlicensed), I, II, III, Foreman/Water Distribution, Water Treatment Plant Operator (unlicensed), I, II, Distribution/Backflow Coordinator.

Wastewater: Wastewater plant Operator (unlicensed), I, II, III.

Water, Street, Sewer: Foreman (Water, Street, Sewer.), Motor Equipment Operator, Mechanic, I, II, Laborer.

Cemetery and Parks: Assistant Superintendent (Parks & Cemetery), Laborer, Mechanic I, (Park/Cemetery), Motor Equipment Operator I, II.

Light and Power: Lineman I, II, III, Foreman (Electric).

ARTICLE 2 RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as defined in SERB Case No. 01-REP-06-0136 and described as follows:

Included: All employees of the City of Columbiana including: Utility Clerk; Bookkeeper; Utility Clerk/Program Coordinator; Lineman; Working Foreman (Water, Street, Sewer); Foreman/Water Distribution; Foreman (Electric); Distribution/Backflow Coordinator; Water Distribution Operator; Custodian; Meter Reader; Laborer; Motor Equipment Operator; Mechanic; Mechanic (Park/Cemetery); Assistant Superintendent Parks & Cemetery; Assistant Zoning

and Building Inspector; Water Treatment Plant Operator; Wastewater Plant Operator; Wastewater Plant Operator II; Wastewater Plant Operator III.

Excluded: All management level, supervisory, and confidential employees as defined in the Act; seasonal, part-time, temporary, and casual employees as defined by the Board; and any classification not specifically included in those above, including: City Manager; Finance Director; Law Director; Service Director; Superintendent Parks; Cemetery and Recreation; Superintendent; Waste Water Treatment Plant; Chief Water Treatment Plant Operator; Administrative Assistant to the City Manager; Clerk (Income Tax/Payroll); and all employees in the Police, Emergency Medical Service, and Fire Department.

Section 2. The Union and its employees, agents or representatives shall deal solely and exclusively with the City's authorized representatives on all labor and contract matters and shall not circumvent the Employer's representatives in such matters.

ARTICLE 3 **NEW/REVISED JOB CLASSIFICATIONS**

Section 1. Newly Established/Revised Classifications. Should the City establish new classifications in the Park, Recreational and Cemetery Department, the Service Department, the Building and Zoning Department and the Finance Department, or substantially revise/restructure existing classifications within the unit during the term of this Agreement, the Union and the Employer shall meet within ten (10) days of the establishment or notification of the intent to restructure thereof to discuss whether such classifications remain or are appropriate for the bargaining unit. No restructuring shall occur until after the parties have had an opportunity to meet and discuss such action. Should the parties not agree within thirty (30) days of first meeting, either party may petition the State Employment Relations Board for a determination.

Section 2. Wage Rates. The Employer shall establish wage rates for new bargaining unit classifications based upon an appropriate differential from existing positions. At the request of the Union, the Employer agrees to meet and discuss any newly established rate. Should the Union disagree with such established rates, the Union may execute a notice to negotiate over the matter, in accordance with R.C. 4117.

ARTICLE 4 **NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee in the administration of this Agreement on the basis of age, sex, race, color, religion, national origin, political affiliation, military status, genetic information, or disability or handicap which does not interfere with the ability to perform the essential functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. 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 3. Union/Non-Union Affiliation. Neither the Employer nor the Union shall discriminate against, interfere with, restrain, coerce, or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

Section 4. In the event that the Union feels there has been a violation of this article, it may file a grievance.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. The Employer shall have the exclusive right to manage the operations, control the premises, direct the working force, and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline, and discharge for just cause; layoff and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force, and work schedules.

Section 2. Unless otherwise specifically agreed to in this Agreement, nothing herein does or shall be interpreted to impair the right and responsibility to:

1. Determine the overall mission of the employer as a unit of government;
2. Determine the matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
3. Direct, supervise, evaluate, or hire employees;
4. Maintain and improve the efficiency and effectiveness of governmental operations;
5. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
6. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
7. Determine the adequacy of the work force;
8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 6 **UNION REPRESENTATION**

Section 1. The Employer agrees to admit one (1) Union Staff Representative to the Employer's facilities during the Employer's normal office business hours, for the purpose of processing grievances or attending meetings as permitted herein. Additional representatives may be admitted with prior approval of the Employer.

Section 2. The Union President will notify the Employer in writing of which stewards will be assigned to represent which departments. The Chief Steward shall represent the stewards and officers when they have individual grievances. Representatives and witnesses whose attendance has been pre-approved by the Employer shall lose no earnings/wages or other compensation as a result of meetings with the Employer or its agents.

Section 3. The Union shall provide to the Employer an official roster of its representatives to include officers, and alternates who have authority to act upon behalf of the Union, which is to be kept current at all times. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written notification of that person's selection.

Section 4. Investigation and writing of grievances shall only be done on non-work time; however, employees and representatives may, with notification to the Public Service Director or Finance Director, use City facilities to meet to write grievances before or after work time. The writing of grievances involving suspensions or terminations may take place on work time, without loss of pay. One (1) representative shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with Management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

Section 5. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized herein.

Section 6. The Union shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the Union. The Union shall be responsible to leave the facilities in the condition they were found prior to use and shall remove any materials brought into the facilities at the end of meeting. The Union's failure to comply with the provisions of this section may be cause for the Employer to revoke permission to use Employer facilities.

Section 7. Union officers shall be granted a total of five (5) days off per year for the unit without pay for the purposes of attending Union meetings, seminars, and conventions. Employees may

use accumulated vacation in lieu of leave without pay. The Union President shall provide the Employer a written list of Union Officers eligible to use said leave.

Section 8. When a new employee is hired into the bargaining unit a union representative shall be allotted fifteen (15) minutes to meet with the new hire for the purposes of discussing union membership with the new employee and their rights under the contract. A union representative shall also be permitted, with approval of the City, to discuss union membership with existing bargaining unit employees, as necessary. Said meetings shall not disrupt the operations of the Employer and approval by the Employer shall not be unreasonably withheld.

ARTICLE 7 **DUES DEDUCTIONS**

Section 1. The Employer agrees to deduct AFSCME membership dues, fees, and assessments in accordance with this article for members of the bargaining unit who are members of the Union.

Section 2. Dues Deduction. The Employer agrees to deduct regular AFSCME membership dues from each pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct AFSCME dues 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. Any voluntary dues checkoff authorization shall be irrevocable 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 the employees' dues checkoff authorization cards are available from the Union upon request.

Section 3. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees, or assessments. AFSCME hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to AFSCME, their disposition thereafter shall be the sole and exclusive obligation and responsibility of AFSCME.

Section 4. Termination of Dues Deduction Obligation. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from AFSCME.

Section 5. Deduction Limitations. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of AFSCME dues.

Section 6. Processing Errors. The parties agree that neither the employees nor AFSCME shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is agreed that an error was made, it will be corrected at the next pay period by deducting the proper amount.

Section 7. Certification of Deductions/Remittance. The rate at which dues and fees are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Finance Director of the City prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to: Ohio Council 8, 6800 N. High Street, Worthington, OH 43085, Attention: Controller.

Section 8. Deductions provided for in this article shall be made during each pay period. In the event a deduction is not made for any AFSCME member during any particular month, the Employer, upon written verification of the Union, will make appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any AFSCME member.

ARTICLE 8 **NO STRIKE/NO LOCKOUT**

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this Article.

Section 3. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interfere with the operations or delivery of services of the Employer by its members during the term of this Agreement.

Section 4. In any case of strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage.

ARTICLE 9 **BARGAINING UNIT WORK**

Section 1. Except in instances governed by Section 3, transfer of work that is exclusively or normally performed by members of the bargaining unit to outside contractors shall not be a cause of layoff of bargaining unit employees. The Employer further agrees that it will not subcontract bargaining unit work from a classification from which members are on layoff.

Section 2. Supervisors shall not perform work exclusively performed by bargaining unit employees on non-shift hours that will deny overtime to bargaining unit employees who normally perform such work. Such work may be performed by supervisors only in an emergency, or where a qualified bargaining unit employee is not available in a reasonable time. It is, however, recognized by the parties that due to the size of the city and the small work force, flexibility in the application of the provisions of this article is necessary in order to provide for the public service and perform work in an expedient and cost efficient manner.

Section 3. Notice/Bargaining for Subcontracting Reductions. During the term of this Agreement, should the City propose to sell, lease, or otherwise dispose of any operation of the City which impacts upon bargaining unit jobs or duties of bargaining unit employees, the City shall provide a minimum of thirty (30) days' notice to the Union and provide an opportunity for the Union to meet and negotiate over the effects of issues.

ARTICLE 10 **EMPLOYMENT STATUS**

Employees who are regularly scheduled to work a minimum of thirty-five (35) hours per week for more than twenty-six (26) consecutive weeks are considered "full-time" employees under this agreement.

ARTICLE 11 **PROBATIONARY PERIOD**

Section 1. Probationary period for newly hired employees shall be six (6) months, which may be extended for up to an additional three (3) months if the City believes that additional time is necessary to evaluate the employee's suitability and qualifications for the position. The Union shall be notified in writing of any extension.

Section 2. All promoted and transferred employees shall serve a three (3) month probationary period.

Section 3. New hire probationary removals or reductions are not subject to the grievance procedure.

ARTICLE 12
DISCIPLINARY PROCEDURES

Section 1. The parties agree that no non-probationary employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, 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., 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. Fines (i.e., forfeiture of accrued leave).
6. Reduction in pay or position.
7. Discharge.
8. Working suspension at minimum wage.

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

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

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

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal

hearing. The Employer shall notify the employee and the Union President in writing at least thirty-six (36) hours in advance of the hearing of the charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.

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

Section 5. Disciplinary Appeals. Disciplinary actions involving a fine, suspension, demotion, termination, may be appealed through the grievance procedure and arbitration procedure. Disciplinary actions involving written or verbal warnings are eligible for the grievance procedure, but not eligible for arbitration. An employee who is suspended, fined, demoted, or terminated may file a grievance at Step 2 of the grievance procedure and may have a conference with a Union steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises. For disciplinary appeals, an arbitrator shall not be permitted to modify the level of discipline imposed by the Employer upon a finding that, by a preponderance of the evidence, the employee engaged in any portion of the charged conduct, provided that a disparate/unequal treatment defense is not being raised.

The parties agree that any employee who is subject to a working suspension, who subsequently appeals that disciplinary action, shall have any suspension upheld converted to an unpaid suspension, to be served as unpaid time or through forfeiture of paid leave at the discretion of the Employer.

Section 6. Disciplinary Timelines. The Employer should initiate discipline procedures no later than thirty (30) days after it has completed its investigation of the incident that gave rise to the charges.

Section 7. Discipline Records. Records of disciplinary action shall have force and effect according to the following schedule, providing there has been no intervening disciplinary action taken during the same time period:

Verbal warnings	12 months
Written warnings	24 months
Suspension	48 months

Section 8. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9. Last Chance Agreements. The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the City,

in order to be enforceable. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7th Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.

ARTICLE 13 **BULLETIN BOARDS**

Section 1. The Employer agrees to provide space for a bulletin board in an agreed upon area of each department for use by the Union.

Section 2. All notices which appear on the bulletin boards shall be initialed, posted, and removed by a local AFSCME director or his designee. It is understood that no material may be posted on the AFSCME bulletin board at any time which contains political messages, attacks upon elected or appointed officials, or political endorsements.

Section 3. No AFSCME related materials of any kind may be posted anywhere in the Employer's facilities or equipment except on the bulletin board areas designated for use by AFSCME.

Employees are prohibited from wearing political buttons, badges, during working hours. City Hall office employees are prohibited from wearing AFSCME buttons or badges during working hours.

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. Definition. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement.

Section 3. Group Grievances. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one (1) member selected by such group will process the grievance.

Section 4. Grievance Processing. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step

where the decision by Management being grieved has been made. Where an employee reports directly to a department head, the department head is to be considered the “supervisor” for purposes of the grievance procedure, and Step 2 of the procedure, below, is to be omitted.

Section 5. Grievance Forms/Contents. The written grievance shall be submitted on the consecutively numbered grievance form attached as Appendix B to the supervisor, with a copy to the City Manager’s Office and shall contain the following information:

- A. Aggrieved employee's name;
- B. Date and time of incident giving rise to grievance;
- C. Date and time grievance was first discussed;
- D. Date grievance was filed in writing at Step 1;
- E. A statement as to the specific articles and sections of the Agreement violated;
- F. A brief statement of the facts involved in the grievance;
- G. The remedy requested to resolve the grievance.

Section 6. Time Limits. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this article, shall not include Saturdays, Sundays or holidays specified in this agreement. Where the Employer fails to respond to a grievance within the applicable time limitations, the grievance shall be deemed to have been answered in the negative, and the employee/Union may process the grievance to the next step of the procedure in accordance with the applicable time limitations. Grievances that are not appealed to the next step within the applicable time limitations shall be deemed resolved on the basis of the Employer’s last answer.

Section 7. Procedure. Each grievance shall be processed in the following manner:

INFORMAL STEP

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the employee's immediate supervisor. The supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) working days reduce the grievance to writing on the agreed form and submit at Step 1.

STEP 1 - SUPERVISOR

The Supervisor, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written

response of the supervisor, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 – DEPARTMENT HEAD

The Department Head, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the Department Head shall make a complete and thorough investigation of all allegations contained in the grievance. The Department Head shall provide the employee with his/her written response to the grievance within five (5) working days of the meeting. If the employee is not satisfied with the written response of the Department Head, the employee may, within five (5) working days, pursue the grievance to Step 3 of the procedure.

STEP 3 - CITY MANAGER

The City Manager, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting, the City Manager shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the City Manager shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the City Manager, the employee may, within five (5) working days, pursue the grievance to Step 4 of the procedure.

STEP 4 - ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the City Manager within thirty (30) days of the date of the answer at Step 3, 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 twenty (20) 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 3 reply. Nothing in this section shall prevent the parties from being able to mediate a grievance resolution prior to the actual arbitration hearing.

Upon receipt of the list of arbitrators, the parties shall have fourteen (14) calendar days from the date of mailing to strike any name to which it objects and return the list to FMCS. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. 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 arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or

enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

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 decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer, as provided for in the Ohio Revised Code. The costs of the arbitrator shall be paid by the losing party. Should the arbitrator not uphold the position of either party in total, then the arbitrator shall determine in what proportion the parties shall share the fee.

Section 8. Expenses. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 9. Representation. A grievant may have one (1) employee Union Steward or other employee Union Representative accompany him/her at Steps 1 and 2 of the procedure. A grievant may have the local president and one (1) employee Union Steward in addition to any non-employee Union representatives accompany him/her at Steps 3 and 4. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer at any step of the grievance procedure.

Section 10. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union (AFSCME, Ohio Council 8, or its local) may proceed to arbitration.

ARTICLE 15
LABOR-MANAGEMENT CONFERENCE

Section 1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each three (3) months unless mutually agreed to meet more frequently.

Section 2. There shall be no more than three (3) employee representatives in attendance at the Labor-Management Conference and no more than one (1) non-employee representative. There shall be no more than four (4) management representatives at the Conference. Both parties can add representatives if mutually agreed. Requests for additional representatives shall not be unreasonably denied.

ARTICLE 16
SENIORITY

Section 1. “Seniority” shall be defined as the length of full-time service in the classified service of the Village or City of Columbiana. For full-time employees hired or placed into a bargaining unit position after the date of this agreement, seniority shall be defined as the length of full-time employment in a bargaining unit position with the City of Columbiana.

Section 2. Seniority shall be lost upon any of the following events:

- a. Quit
- b. Discharge for cause
- c. Absence for three (3) consecutive work days without notifying the employer, and failing to have a reasonable excuse for failure to notify.
- d. Layoff in excess of one (1) year.
- e. Bidding out of bargaining unit into an exempt position on a time-for-time basis.

Section 3. A bargaining unit employee who is promoted or otherwise moved to a non-bargaining unit position shall lose bargaining unit seniority on a time-for-time basis once he has been in the exempt position for six (6) months. Time-for-time shall mean that for each day that person is out of the bargaining unit, they will lose a day of bargaining unit seniority.

Section 4. Within thirty (30) days of the execution of this agreement, and annually thereafter, the Employer shall post a seniority list and provide a copy to the Union. Included in this list shall be the following: Name, Address, Phone Number, Date of Hire, Classification, and Pay Rate.

Employees have thirty (30) days from the date of posting to notify the Union and Employer in writing of any alleged errors in seniority calculated since the last annual posting. On the thirty-first (31st) day of posting, the seniority list shall be considered final.

The parties agree that the annual seniority list will be provided by the Employer on or about January 15th each year.

Section 5. Department seniority shall be the total length of service an employee has been employed in their department.

ARTICLE 17 **REDUCTION IN FORCE**

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 Columbiana Municipal Civil Service Commission governing work force reductions.

Section 2. Whenever the Employer determines that there is a lack of funds, lack of work, or that a reorganization is necessary, a reduction in force (i.e., furlough, layoff, or job abolishment) shall occur.

Section 3. Effects Bargaining. In any case of an anticipated reduction in force of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending reduction in force as far in advance as possible prior to service of notice of employees. If requested, the Employer and the Union shall meet to discuss possible alternatives and the impact of the reduction in force on bargaining unit employees.

Section 4. Notice. Affected employees who are initially reduced shall receive written notice of reduction and reasons thereto at least seven (7) working days prior to the effective date of the reduction in force. The notice shall advise the employee of bumping rights, if applicable. The Local Union President and the Department Steward of each effected department shall be forwarded a copy of all notices of reductions in force served on any employee the day of mailing or personal service.

Section 5. Order of Layoff/Abolishment. The Employer shall determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) effected:

1. Intermittent employees;
2. Part-time employees;
3. Seasonal employees;
4. Probationary employees;
5. Permanent employees in the inverse order of their seniority as defined by this Agreement.

Section 6. Bumping Rights. Any employee receiving notice of layoff shall have five (5) working days following receipt in which to use his/her seniority to exercise his/her right to bump an employee with the least seniority in the same classification and then to a lower rated bargaining unit classification within same department, provided the more senior employee possesses the skill, ability, and qualifications, as specified in the position description, and as determined by the Employer, to perform the work. An employee who bumps into a lower rate position will be compensated at the rate of pay for the position to which he/she bumped. An employee who does not have sufficient seniority and/or skill, ability and qualifications as specified in the position description, and as determined by the Employer, to bump another employee within the same department, may bump an employee in a lower rated bargaining unit classification within another department, provided the more senior employee possesses the skill, ability, and qualifications as specified in the position description, and as determined by the Employer to perform the work. An employee who does not have sufficient seniority or have sufficient skill, ability and qualifications as specified in the position description, and as determined by the Employer to bump another bargaining unit employee shall be laid off and placed on the appropriate recall list.

Section 7. Recall List/Recall Rights. When employees are laid off, the Employer shall create and maintain a recall list for each classification from which members are on layoff. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled to any bargaining unit classification from which the employee is on layoff. In the event an employee refuses recall to a bargaining unit classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if the employee refuses recall to the employee's original classification, such employee shall be removed from the recall list. The Employer shall hire any full-time personnel into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

Section 8. Recall Rights. Employees shall be on recall for a period of the lesser of twenty-four (24) months, or their seniority at the time of layoff. The Union Representative shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made.

Section 9. Notice of Recall. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 10. Recall. The recalled employee shall have up to seven (7) calendar days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the seven (7) calendar days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to

work within the time limit above, including extension, such employee shall be by-passed for recall, but shall remain on the recall list. Complications of employment other than that with the Employer shall not be considered “extenuating circumstances” or “good cause.”

Section 11. 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 thirty-two (32) 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 18 **LEAVES OF ABSENCE**

Employees in the bargaining unit are entitled to Family and Medical Leave, Military Leave, On-the-Job Injury Leave, and other Unpaid Leaves of Absence in accordance with the personnel policies of the City. Should the Employer propose a change in those policies, it shall provide thirty (30) days prior written notice to the Union and provide an opportunity for the Union to negotiate over the effects of any policy change. Each employee shall be provided with a copy of the Personnel Policy Manual and changes thereto.

ARTICLE 19 **COURT LEAVE**

Section 1. An employee will lose no straight time pay when summoned by a court of competent jurisdiction for jury duty or subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, providing the employee is not a party to the action. An employee must notify his/her supervisor as soon as notice is received.

Section 2. Any compensation received from the court must be paid to the City unless all duty is performed outside regular work hours.

Section 3. An employee who must appear in court on his/her own behalf may use vacation or compensatory time or may request an unpaid leave of absence.

Section 4. An employee released from duty before the end of his/her scheduled workday must report to work for the remaining hours.

ARTICLE 20 **HOURS OF WORK AND OVERTIME**

Section 1. Work Hours. Regular work hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. for City Hall Departments. Other departments have the shift schedule approved by the City Manager. An individual employee may be required to work a schedule other than regular work hours to provide required services.

Section 2. Meal Period. Full-time employees are entitled to one (1), thirty (30) minute unpaid meal period each workday. The meal break will be taken at the time set by the employee's supervisor, and includes all time away from the work site.

Section 3. Breaks. A paid rest break of no more than ten (10) minutes in the first half of the shift and ten (10) minutes in the second half of the shift is permitted as scheduled by the supervisor. Employees engaged in field operations may take no more than fifteen (15) minutes away from the work site for a break as scheduled by the supervisor.

Section 4. Mandatory Overtime. The Employer may schedule or require bargaining unit personnel to work overtime in excess of the regularly scheduled work day when departmental or operational needs require.

Section 5. Overtime Eligibility. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 1/2) of the employee's base hourly pay rate. Hours worked for overtime shall include holiday pay, compensatory time, and vacation pay, but not sick leave, except in the case of emergency overtime or if used for the day of a funeral under Article 24, Section 3 (G).

Section 6. Overtime Distribution. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special skills, details, and/or needs of the Department. Overtime shall be offered in the affected department first, then on a city-wide rotating schedule set up by seniority. An employee who refuses an opportunity to work overtime will be to the bottom of the list and treated as though they worked. Additionally, an employee who is off sick will be moved to the bottom of the overtime rotation list for call outs. An employee who accepts the overtime, but does not show up to work it, may be disciplined in accordance with the terms of this agreement. Overtime shall start anew at the commencement of each calendar year. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting. The Employer shall maintain and post a weekly record of overtime. A record shall be posted each Wednesday by 3:00 p.m. based upon the information available to the Employer at that time.

Section 7. Designated Compensatory Overtime. The Employer may designate certain overtime as "compensatory time only." In such an event, the employee has an option of working the

overtime, or refusing to work the overtime and pass the opportunity on to another employee. If overtime has not been so designated, an employee may notify the supervisor at the time the overtime is assigned that he/she wished compensatory time off at one and one-half hours per hour worked.

Section 8. Compensatory Time Accrual/Administration. Compensatory time may accrue up to one hundred (100) hours. No employee may have more than one hundred (100) hours to his/her credit at any time. The use of compensatory time must be scheduled for a time mutually satisfactory to the employee and the Employer taking into account the Employer's operational needs. Bargaining unit members shall submit requests for compensatory time off with a minimum of seven (7) days advance notice of the date being sought. The Employer may waive the seven (7) day notice requirement at its discretion. Where the use of compensatory time off has been denied, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, or the employee may withdraw the request. The parties agree that seven (7) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the FLSA. The seven (7) day notice provision may be waived by the Employer on a case by case basis. The Employer may cash out any and all compensatory time of employees at any time. Cash-out of compensatory time is at the rate currently being paid to the employee.

Section 9. No Pyramiding. There shall be no pyramiding of overtime, that is, only one premium shall apply to any overtime worked.

ARTICLE 21 **VACANCIES AND PROMOTION**

Section 1. Whenever the Employer determines that a permanent vacancy is to be filled, notice of such vacancy shall be posted on bulletin boards in all departments where bargaining unit employees work for a period of five (5) work days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or from employees who do not meet the minimum qualifications for the job, or who are in a probationary period.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis or reconsidering its decision to fill the vacancy at any time. The length of a temporary transfer shall be governed by Article 27, Temporary Transfer.

Section 3. All timely-filed applications shall be reviewed by the Employer to determine whether or not the position will be filled internally. If the Employer determines, at its sole and exclusive discretion, that there are no qualified internal applicants, external applicants may be considered. Where the Employer determines to fill the vacancy internally, it will take into consideration the following criteria: qualifications, education, previous job performance/work experience, and

disciplinary record, if applicable. Where, in the opinion of the Employer, qualifications, education, previous job performance/work experience and disciplinary record, if applicable, are equal, the qualified applicant with the most seniority shall be selected.

Section 4. Once the selection has been made, the Employer will notify all bargaining unit applicants and the Union of the selection.

Section 5. An employee who fails to qualify for a promotional position shall be returned to his/her previous classification, if it continues to exist, and to any position for which he/she qualifies should the position not exist. During the first thirty (30) calendar days after an employee moves to his/her newly promoted classification, he/she may voluntarily return to his/her previous classification, if it exists. An employee who voluntarily returns to a previous classification after acceptance of a promotion is ineligible to bid on that position for one (1) year from the date of promotion. An employee displaced by the return shall be treated as if he/she was placed on layoff.

ARTICLE 22
VACATIONS

Section 1. Accrual/Eligibility. Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

1 year	eighty (80) hours (pro rata)
2 years	eighty (80) hours
7 years	one hundred twenty (120) hours
12 years	one hundred sixty (160) hours
18 years	two hundred (200) hours
25 years or more	two hundred forty (240) hours

Full-time employees hired on or after October 1, 2014, shall earn vacation benefits as follows:

1 year	eighty (80) hours (pro rata)
2 years	eighty (80) hours
7 years	one hundred twenty (120) hours
12 years	one hundred sixty (160) hours
18 years or more	two hundred (200) hours

A regular full-time employee must complete one (1) full year of continuous service since the last date of hire with the City before becoming eligible for vacation. An employee leaving employment prior to completing one (1) year as a full-time employee will receive no vacation benefit.

On the first anniversary of employment, an employee is credited with pro rata vacation calculated from the one (1) year anniversary date until the next January 1. On January 1 of each succeeding year, an employee is credited with the vacation to which he/she is entitled on the next following anniversary date.

Section 2. Scheduling. Vacation schedules will be established, with due regard to seniority, and in such a manner that the efficiency of the City is not diminished and that overtime costs are minimized.

Section 3. Vacation Year. The vacation year is defined as January 1 through December 31. An employee must express a vacation preference to his/her Department Head as soon as practicable after January 1 for vacations to be taken during that calendar year.

Section 4. Required Usage/Carryover. Vacation leave must be taken by the employee during the year in which it is earned. Upon approval of the Employer, employees may carry over one (1) year of accrual to the next calendar year, except that an employee who will be eligible to retire within two (2) calendar years, and who has notified the City that he/she will retire, may carry a maximum of three (3) years accrual. Time not approved for carryover will be forfeited.

Section 5. Prior Service Credit. “Service credit” for vacation purposes is defined as uninterrupted length of continuous service as a full-time employee from his/her latest date of hire with the City. An employee on layoff or an approved leave of absence shall have his service credit suspended during that time period and banked until such time as he returns to full-time status. Upon his return, he shall receive vacation service credit in accordance with this article.

ARTICLE 23
HOLIDAYS

Section 1. Regular full-time employees receive the following eleven (11) paid holidays:

- | | |
|------------------------|----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Thanksgiving Day |
| President’s Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Personal Day |
| Labor Day | |

Regular full-time employees will receive the day off with pay, unless otherwise scheduled to work. The Personal Day holiday shall be scheduled at least one (1) week in advance, subject to the operational needs of the Employer.

Section 2. Holidays Observed. Generally, if a holiday falls on Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday.

Employees in continuous service positions, that is, those who are on a seven (7) day, twenty-four (24) hour operation (water and wastewater treatment employees), shall observe holidays on the actual calendar day the holiday falls, without regard to the day on which the legal holiday falls, e.g., when Christmas falls on Saturday and the legal holiday is Friday, effected employees shall celebrate the holiday, for purposes of this policy, on Saturday.

Section 3. Rate of Pay for Holiday Work. An employee who is required to work on a holiday specified herein may receive one and one-half (1 1/2) times his/her hourly rate for all hours worked on the holiday, or may select another paid day off in lieu of premium pay. An employee who selects another day off shall receive straight time for time worked, and no holiday pay.

Section 4. Holiday Pay Eligibility. To qualify for a paid holiday, an employee must actually work his scheduled day immediately preceding and immediately following the holiday. An employee who is sick may apply to have the eligibility requirement waived. However, whether or not the requirement will be waived is at the sole and exclusive discretion of the Employer.

ARTICLE 24 **SICK LEAVE**

Section 1. Accrual. Each member of the bargaining unit shall earn sick leave at a rate of 9.2 hours of sick leave for each one hundred sixty (160) hours worked. "Hours worked" for purposes of this section shall not include overtime, or premium time.

Section 2. Accumulation. Sick leave shall accumulate without limit.

Section 3. Approval. Employees may use sick leave, subject to the approval of the Employer, for the following reasons:

- a. illness or injury of the employee;
- b. illness or injury of a member of the employee's immediate family, defined as spouse, children or person for whom the employee is the legal guardian, and parents, where the presence of the employee is reasonably necessary;
- c. not more than forty (40) hours for illness or injury of a member of the employee's family not covered under "b" above where the presence of the employee is reasonably necessary;
- d. exposure of the employee to a contagious disease that would have the potential of jeopardizing the health of the employee or the health of others;
- e. medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family, where the presence of the employee is necessary, and the appointment cannot be scheduled during non-work time;
- f. disability due to pregnancy, childbirth or related medical conditions;
- g. care of employee's wife or family during the post-natal period, the leave not to exceed five (5) workdays; or

- h. bereavement leave not to exceed five (5) days for the death of a member of the employee's father, mother, brother, sister, spouse, or child or person for whom the employee is the legal guardian; bereavement leave not to exceed three (3) days for the death of a member of the employee's immediate family not identified previously.

Section 4. Immediate Family Defined. For purposes of this article, "immediate family" is defined as parent, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or a legal guardian of other person who stands in place of a parent (in loco parentis).

Section 5. Minimum Usage Increment. Sick leave is charged in minimum units of one-quarter (1/4) hour.

Section 6. Notification. An employee who is to be on sick leave shall notify his/her supervisor of such absence and the reason therefore within thirty (30) minutes of the start of his/her work shift each day he/she is to be absent. Daily notification shall not be necessary for absences in excess of two (2) days that are documented with a physician's certificate with an expected return to work date. The Employer is to be notified as soon as the bargaining unit member learns that the expected return to work date has been changed.

Section 7. Request Procedure/Documentation. Sick leave must be requested on the approved sick leave form as soon as the employee returns to work. If medical attention is required or the absence is greater than three (3) consecutive days, proof of illness from a physician may be required. Upon return to work, the employee may be required to furnish a statement from the health care provider verifying that he/she was disabled, and certifying his/her ability to perform the job duties. The Employer has the authority to investigate the reasons for an employee's absence.

Section 8. Abuse/Falsification. Falsification of the reason for requesting sick leave shall subject an employee to discipline, up to and including discharge. Where the Employer suspects the abuse of the sick leave privilege, he/she may require that the employee provide proof in the form of documentation for each subsequent absence to be eligible for payment. If the documentation is not received in a timely fashion, the sick leave time will not be approved for payment.

Section 9. Retirement Conversion. Employees who retire after a minimum of ten (10) years full-time service with the City and who are in good standing at the time of their retirement from active service may choose to be paid in cash for one-fourth (1/4) the value of their earned but unused sick leave credit. The maximum payment may not exceed three hundred (300) hours.

Section 10. In the case of death of a bargaining unit member who has at least ten (10) years' service with the City, the employee shall be considered to have retired on the date of death, and any sick leave benefit due shall be paid by the City to: a) the surviving spouse, and if none; b) equally to any children eighteen (18) years of age or order, and if none; then c) to the estate.

Section 11. Sick Leave Transfer. Effective May 1, 2009, sick leave earned with another governmental agency, entity, political subdivision, etc. shall not be transferable by newly hired bargaining unit members to the City of Columbiana.

Section 12. Employer Required Examinations. If the City has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the City 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 AFSCME, 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, family medical leave, or disability separation.

Section 13. Light Duty/Transitional Assignments. An employee who is not physically capable of performing full duty due to a work related injury may utilize sick or other accrued leave, request unpaid leave in accordance with City policies, or may file for benefits through the BWC. The Employer, at its discretion, retains the right to require an employee to submit to a fitness for duty exam to ascertain whether or not a light duty/transitional position may be available. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty position, an offer of light duty may be made to the employee. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Light duty positions will be compensated at seventy percent (70%) of the employee's regular hourly rate. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee.

ARTICLE 25 **COMPENSATION**

Section 1. Annual Increases. The wage rates contained in Appendix B shall be as follows:

Effective (retroactive) to the first full pay period in June 2021, bargaining unit members shall receive a general wage increase of three percent (3.0%).

Effective the first full pay period in June 2022, bargaining unit members shall receive a general wage increase of three percent (3.0%).

Section 2. New Hires/Probationary. New hires shall be paid at the starting rate on the schedule. Upon completion of probation, the employee shall be moved to the "EOP" rate.

Section 3. Wage Schedule Administration. Employees who are promoted shall be placed on the schedule at the lowest step for the new classification which gives them a minimum increase in pay in their base rate of at least five percent (5%) in addition to any longevity to which they may be entitled. If this places the employee at the starting rate, the employee shall be placed at the EOP

rate upon completion of probation. The next increase shall be given based on years of full-time service within the applicable classifications. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

Section 4. Advanced Placement on Scale. At the discretion of the Employer, a newly hired employee may be placed at a wage step commensurate with such employee's prior certifiable experience and/or licensure qualifications. The step placement shall be made at the time of original appointment.

Section 5. Demotion. Employees who are demoted shall be placed at the appropriate step of their new classification for their service with the City, including longevity.

ARTICLE 26 **LONGEVITY**

Section 1. All employees who will not be eligible for longevity prior to August 1, 2009, and those employees hired after August 1, 2009, will receive longevity payments based on completed years of full-time service with the Employer from the employee's last date of hire as a full-time employee according to the following schedule:

After 5 years of service	\$600 per year
After 10 years of service	\$800 per year
After 14 years of service	\$1,000 per year
After 19 years of service	\$1,200 per year
After 23 years of service	\$1,400 per year

Section 2. All employees currently receiving longevity under the previous schedule which reads as follows: "Employees shall receive a longevity supplement of one percent (1%) of base rate for their classification for each whole year of service in excess of five (5) years as of the contract anniversary date, to a maximum credit of twenty (20) years. Whole years of service shall be measured from the employee's last date of hire as a full-time employee" shall remain on this schedule.

ARTICLE 27 **TEMPORARY TRANSFER**

Section 1. Employees temporarily assigned to work in a lower classification shall be paid at their regular rate of pay for the duration of the assignment. Such assignments shall generally be limited to no more than one hundred eighty (180) days unless the assignment is being made to fill in for an employee on an approved leave of absence, medical leave, military leave, FMLA, disability separation, etc.

Section 2. Employees temporarily assigned to work in a higher classification for twelve (12) or more hours in a work week shall receive the hourly rate of that classification that represents the lowest rate, but no lower than the EOP rate, within the wage scale for that classification so that there is an increase in pay from their current classification.

ARTICLE 28
CALL-OUT PAY

Section 1. Full-time employees who are called out for emergencies for work hours which do not abut their regularly scheduled work shift shall be paid at the rate of time and one-half for all hours so worked, for a minimum of three (3) hours, regardless of the number of hours worked in the work week.

ARTICLE 29
SHIFT DIFFERENTIAL

Section 1. A shift differential of twenty-five cents (\$.25) per hour will be added to the hourly rate of employees working afternoon shift, and thirty-five cents (\$.35) per hour will be added to the hourly rate of employees working night shift. Effective November 1, 2010, a shift differential of thirty cents (\$.30) per hour will be added to the hourly rate of employees working afternoon shift, and forty cents (\$.40) per hour will be added to the hourly rate of employees working night shift.

Section 2. For purposes of this article, “afternoon shift” shall be any regular shift which is scheduled to begin at or after noon, and “night shift” shall be any regular shift which is scheduled to begin at or after 8:00 p.m. Any regular shift which is scheduled to begin at or after 4:00 a.m. until noon is not eligible for shift differential.

ARTICLE 30
UNIFORMS AND WORK SHOES

Section 1. Eligibility. Full-time non-probationary employees holding the following classifications shall receive a shoe allowance and shall be provided uniforms/uniform allowance by the Employer.

Meter Reader, Custodian, Water Distribution Operator, Water Treatment Plant Operator, Distribution/Backflow Coordinator, Wastewater Plant Operator, Lab Tech./Chemical Hygiene Officer, Motor Equipment Operator, Mechanic, Laborer, Assistant Superintendent, Lineman, Working Foreman, Assistant Zoning and Building Inspector.

Section 2. Shoe Allowance. Each full-time employee holding a classification in Section 1 above, and who has passed the initial probationary period, shall as of January 1 of each year receive an annual shoe allowance in the amount of one hundred and fifty dollars (\$150.00) dollars, payable in the first pay period of the year. Such employees are required to wear sturdy work boots or sturdy shoes while performing work for the City. A pro-rata share of the allowance shall be paid to a newly hired member of the bargaining unit upon completing his/her probationary period.

Section 3. Uniforms/Equipment for Non-Electrical Department Employees. Non-Electrical Department employees specified in Section 1 shall wear uniforms while performing work for the City, except for emergency call-out. Employees are not to wear city uniforms when not on duty or when not enroute to work or home. The annual uniform allowance for non-Electrical Department employees listed in Section 1 above shall be three hundred and fifty dollars (\$350.00). A pro-rata share of the allowance shall be paid to a newly hired member of the bargaining unit upon completing his/her probationary period.

Section 4. Electrical Department Employees. Bargaining unit employees in the Electrical Department shall be provided a minimum of six (6) changes of fire resistant shirts and pants, for which the City shall spend a maximum of seven hundred fifty dollars (\$750.00) annually, unless the City Manager authorizes a greater expenditure. The City will provide necessary fire resistant personal protective outerwear which will be replaced according to the Employer's schedule, unless damaged. Damaged personal protective outerwear must be turned into the Electric Superintendent for evaluation prior to new gear being provided.

Section 5. Probationary Employees in Electrical Department. If an employee within the Electrical Department fails their initial probationary period within that department the Employer may deduct monies paid for fire resistant shirts and pants from the employee's final paycheck as allowed by law, and/or the employee shall be liable to repay the Employer monies in excess of that which may be deducted from the final paycheck by law. Said amount shall be prorated based on the number of months the employee worked out of a twelve month period calculated from the date of hire (e.g., four [4] months the employee owes two-thirds [2/3] of the cost).

Section 6. Proration of Uniform Allowance/Shoe Allowance Upon Separation for All Employees. Any employee who separates from employment shall have his annual uniform and shoe allowance prorated upon separation based on the number of months remaining in the current allowance year (e.g., six [6] months = one-half [1/2] of annual allowance). Said amount shall be deducted from the employee's final paycheck.

Section 7. Employees not in uniform as required by the Employer shall be subject to the disciplinary procedure.

ARTICLE 31 **INSURED BENEFITS**

Section 1. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance and ancillary coverage. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage, which may be subject to change as provided herein. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s).

Section 2. Contribution Rates. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a

payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable. Contribution rates during the course of the Agreement are as follows:

Effective November 1, 2013, the Employer shall contribute eighty-five percent (85%) and bargaining unit members shall contribute fifteen percent (15%) for the monthly premium cost of health care coverage.

Section 3. Prescription Drug Deductible. The drug deductible amounts will be set pursuant to Sections 5 and 6.

Section 4. Health Insurance Waiver. Employees who voluntarily waive health insurance coverage may do so in writing through the Finance Department of the City and by providing proof of alternate coverage in January of each year. Such employees may be readmitted to the Plan in accordance with, and subject to, the provisions of the Plan. Employees who waive health insurance coverage shall receive one hundred (\$100.00) per month for each month insurance is waived. Where the City provides coverage for husband and wife, neither are eligible for the waiver stipend.

Section 5. Insurance Committee. The Employer and Union agree that an insurance committee is created consisting of the following: one (1) management representative of the City, one (1) representative for the Union, one (1) representative for the OPBA, and one (1) non-bargaining unit, non-management employee chosen by the Employer. The Union agrees to participate in this committee. The purpose of this committee is to review benefit levels, review costs, review usage history, investigate other plan designs and/or policies that may provide a savings in insurance costs, and formulate recommendations for effective plan management. The committee shall make recommendations to the City concerning a plan design and/or policy and such recommendations shall be made by majority vote of the committee. In the event of a tie vote, the City Manager/designee shall cast the deciding vote.

Section 6. Committee Recommendation. The Committee established above may recommend a change in plan design and/or policy, in which event the recommendation shall be transmitted to City Council for consideration for adoption. All parties to the committee agree that actions taken by the Employer to adopt and implement recommendations of the committee shall not be subject to the grievance procedure or any other avenue of appeal.

Section 7. Life Insurance. The City will pay the premium for term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for bargaining unit members under the terms of the master policy.

Section 8. AFSCME Care Plan. Effective for the first full month following execution, the Employer shall contribute twelve dollars (\$12.00) per month per employee in the bargaining unit to AFSCME Care Plan to provide Vision II benefits to bargaining unit employees. Effective for

the first full month following execution, the Employer shall contribute sixty dollars (\$60.00) per month per employee in the bargaining unit to the AFSCME Care Plan to provide Dental IV benefits to the bargaining unit employees. The Employer shall contribute fifty cents (\$.50) per month per employee in the bargaining unit to provide hearing insurance.

The only obligation of the Employer is to provide the agreed-upon premium per employee. All administration of benefits is provided by AFSCME Care Plan.

ARTICLE 32 **PERSONNEL FILES AND RECORDS**

Section 1. Any employee may view his/her personnel file in the presence of a management employee during non-work times. Employees may not remove any article from the file. Should the employee wish copies, one (1) copy will be provided at no cost to the employee.

Section 2. Should any member have reason to believe that there are inaccuracies in documents contained in his/her personnel file, he/she may write a memorandum to the City Manager explaining the alleged inaccuracy after examining his/her personnel file. The City Manager shall attach the memorandum to the document in the file.

ARTICLE 33 **RULES AND REGULATIONS**

Section 1. The Employer, in order to carry out its statutory mandates and goals, has the right to promote and implement work rules, regulations, policies and procedures.

Section 2. Copies of written work rules and personnel policies or amendments thereof to be implemented following the effective date of this Agreement will be posted and furnished to the Union no less than seven (7) days prior to the effective date of such rules, policies, and amendments. During the seven (7) day period, the Union may request a meeting to discuss the work rule, policy, or amendment. It is agreed that work rules, policies or amendments regarding health and safety or work procedures which, in the opinion of the City Manager, require immediate action, are not subject to a seven (7) day posting period.

Section 3. No work rules, regulations, policies, or procedures shall be established or maintained that are in violation of the express terms of this Agreement. To the extent the Union believes that a work rule, regulation, policy, or procedure violates the express terms of the Agreement the Union may file a grievance at Step 3 of the Grievance Procedure.

ARTICLE 34 **POSITION DESCRIPTIONS AND CLASSIFICATIONS**

Section 1. The Employer shall maintain current position descriptions for each classification in the bargaining unit. Such position descriptions shall be on file with the City of Columbiana Civil Service Commission.

Section 2. Upon request, an employee may have one copy of his/her position description per contract term free of charge. A newly hired employee, or an employee who permanently transfers to another position, may have one position description of his/her new position without cost. Additional copies will be provided at the usual copy cost.

Section 3. Should the Employer change a position description, a copy of the revised description shall be furnished to the Union President, and to each effected employee.

ARTICLE 35
EXPENSE REIMBURSEMENT

Employees shall be reimbursed for expenses incurred on behalf of the City in accordance with the provisions of the Personnel Policy Manual. Mileage shall be reimbursed upon the rate approved by the State of Ohio for State employees.

ARTICLE 36
ATTENDANCE BONUS

Section 1. In January of each year, employees will be eligible to receive a bonus payment based upon the amount of sick leave utilized in the previous calendar year. “Sick leave used in the previous calendar year” shall not include any sick leave for which the employee was on approved Family and Medical Leave, or on funeral leave.

Section 2. Bonus Schedule. The bonus payment schedule shall be as follows:

<u>Number of Sick Call-offs</u>	<u>Payment Amount</u>
0 Sick Call-offs	\$600.00
1 Sick Call-off	\$500.00
2 Sick Call-offs	\$400.00
3 Sick Call-offs	\$300.00
4 Sick Call-offs	\$200.00
5 Sick Call-offs	\$100.00

ARTICLE 37
SAFETY AND HEALTH

Section 1. The Employer and employees shall work together to make reasonable provisions for the safety and health of the employees at various facilities during the hours of employment. All stations, trucks and garages operated by the Employer shall be equipped with adequate first aid equipment, and the employees informed as to whom shall administer first aid. Proper heating, ventilating, and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and employees. Equipment shall be maintained in safe operating conditions at all times by the Employer.

Section 2. An employee who becomes injured during working hours and cannot continue working for the remainder of the shift shall be paid for the balance of the shift.

Section 3. Employees shall be responsible for following safety rules and regulations of the Employer, and properly using provided safety gear. Employees shall be responsible for maintaining the cleanliness of the various work areas where work is performed, such as sweeping and proper storage of tools and equipment.

Section 4. Complaints involving unsafe equipment or conditions are to be reported by the employee to his/her supervisor. If the supervisor finds the equipment to be unsafe, he will “red tag” the unsafe equipment. Employees shall not operate unsafe equipment until proper repairs are completed.

Section 5. Should unsafe conditions or equipment not be addressed by the City after being reported to the appropriate supervisor, employees or the Union may file a grievance.

Section 6. If requested by an employee, the City will provide an identification card stating the employees name and indicating that they are an employee of the City of Columbiana.

ARTICLE 38
DRUG-FREE WORKPLACE POLICY

All employees shall comply with the Drug Free Workplace Policy attached as Exhibit B.

ARTICLE 39
SEVERABILITY

Section 1. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by federal law outside the terms and provisions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

ARTICLE 40
WAIVER IN CASE OF EMERGENCY

Section 1. In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, or the Mayor of the City of Columbiana, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 41
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. 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.

Section 2. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached.

ARTICLE 42
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Columbiana or Rules and Regulations of the Civil Service Commission of the City of Columbiana, 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. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article

Statute/Regulation Preempted (All Statutory References include Corresponding MCSC Rules)

Article 11 Probationary Period	ORC 124.27
Article 12 Disciplinary Procedures	ORC 124.34
Article 14 Grievance Procedure	ORC 124.34

Article 16 Seniority	ORC 124.321-124.328; ORC 9.44
Article 17 Layoff and Recall	ORC 124.321-124.328
Article 20 Hours of Work and Overtime	ORC 4111.03
Article 22 Vacations	ORC 9.44; ORC 325.19
Article 23 Holidays	ORC 325.19
Article 24 Sick Leave	ORC 124.38; ORC 124.39

ARTICLE 43
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of June 1, 2021, and shall continue in full force and effect through May 31, 2023, and from year to year thereafter, unless either party, not less than ninety (90) days prior to the expiration date of this agreement or an anniversary thereof, gives written notice to the other and to SERB by filing a “notice to negotiate,” of its intent to negotiate to terminate or modify this agreement.

Section 2. Total Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled, and 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 unilaterally modified or discontinued by the Employer upon notification to the union at the expiration date of the agreement.

Section 3. Waiver. The Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 2nd day of November 2021.

FOR THE CITY OF COLUMBIANA

Lance Willard
Lance Willard, City Manager

Mike Harold
Mike Harold, Finance Director

Kevin J. Shebesta
Kevin J. Shebesta, Negotiator
Clemans Nelson & Associates, Inc.

FOR AFSCME LOCAL 2761

Breen McNally
Breen McNally, Staff Representative

[Signature]
Local 2671 Representative

APPENDIX A
GRIEVANCE FORM

GRIEVANCE APPEAL FORM
CITY OF COLUMBIANA
AND
AFSCME OHIO COUNCIL 8

Name of Employee (Grievant)

Grievance Number

Classification

Date and time grievance was first discussed with Supervisor: _____

Approximate date and time of incident leading to grievance: _____

Nature of Grievance; Article and Section violated: _____

Statement of Facts: _____

Relief Requested: _____

Employee Signature

AFSCME Steward Signature

**APPENDIX A
GRIEVANCE APPEAL**

STEP 1

Delivered by Grievant to Supervisor

Grievant: _____ Date: _____

Received by: _____ Date: _____

Supervisor's Answer: _____

Supervisor: _____ Date: _____

Received by: _____ Date: _____

STEP 2

Delivered by Grievant to the Department Head

Grievant: _____ Date: _____

Received by: _____ Date: _____

Department Head's Answer: _____

Department Head's Signature: _____ Date: _____

Received by: _____ Date: _____

**APPENDIX A
GRIEVANCE APPEAL**

Grievance Number

STEP 3

Delivered by Grievant to City Manager:

Grievant: _____ Date: _____

Received by: _____ Date: _____

City Manager's Answer: _____

City Manager: _____ Date: _____

FINAL DISPOSITION

Denied / Granted

For the City: _____ Date: _____

For AFSCME: _____ Date: _____

APPENDIX B
WAGES

Effective the first full pay period following June 1, 2021 -3.00%										
Job Title	Entry	EOP	After 2 years	After 3 years	After 5 years	After 7 years	After 9 years	After 11 years	After 13 years	After 15 years
Asst. Spt. Parks & Cemetery				\$23.10	\$23.83	\$24.54	\$25.05	\$25.52	\$26.02	\$26.50
Asst. Zoning & Bldg. Insp.	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
Bookkeeper	\$15.95	\$16.28	\$16.61	\$16.95	\$17.67	\$18.41	\$18.77	\$19.15	\$19.51	\$19.89
Custodian	\$10.91	\$11.13	\$11.36	\$11.60	\$12.32	\$13.05	\$13.29	\$13.55	\$13.82	\$14.09
Foreman, Electric	\$23.19	\$23.68	\$24.15	\$24.65	\$25.37	\$26.09	\$26.62	\$27.12	\$27.66	\$28.16
Foreman/Water, Street, Sewer	\$21.75	\$22.19	\$22.65	\$23.10	\$23.83	\$24.54	\$25.05	\$25.52	\$26.02	\$26.50
Foreman/Wt Dist./Backflow Coord.	\$21.75	\$22.19	\$22.65	\$23.10	\$23.83	\$24.54	\$25.05	\$25.52	\$26.02	\$26.50
Laborer	\$10.17	\$10.40	\$10.61	\$10.82	\$11.55	\$12.28	\$12.49	\$12.77	\$13.02	\$13.25
Lineman I	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
Lineman II	\$18.12	\$18.50	\$18.86	\$19.25	\$19.98	\$20.71	\$21.12	\$21.54	\$21.94	\$22.36
Lineman III	\$21.75	\$22.19	\$22.65	\$23.10	\$23.83	\$24.54	\$25.05	\$25.52	\$26.02	\$26.50
Mechanic I	\$13.82	\$14.10	\$14.39	\$14.68	\$15.39	\$16.12	\$16.45	\$16.79	\$17.07	\$17.40
Mechanic II	\$18.12	\$18.50	\$18.86	\$19.25	\$19.98	\$20.71	\$21.12	\$21.54	\$21.94	\$22.36
Meter Reader	\$13.82	\$14.10	\$14.39	\$14.68	\$15.39	\$16.12	\$16.45	\$16.79	\$17.07	\$17.40
Motor Equipment Operator I	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
Motor Equipment Operator II	\$19.56	\$19.95	\$20.36	\$20.78	\$21.52	\$22.25	\$22.69	\$23.12	\$23.57	\$23.99

Effective the first full pay period following June 1, 2021 - 3.00%
(Continued)

Job Title	Entry	EOP	After 2 years	After 3 years	After 5 years	After 7 years	After 9 years	After 11 years	After 13 years	After 15 years
Utilities Clerk	\$15.95	\$16.28	\$16.61	\$16.95	\$17.67	\$18.41	\$18.77	\$19.15	\$19.51	\$19.89
Utilities Clerk/Prog. Coord. Asst.	\$16.67	\$17.01	\$17.37	\$17.72	\$18.44	\$19.17	\$19.56	\$19.93	\$20.33	\$20.71
Water Distribution Operator	\$14.52	\$14.83	\$15.13	\$15.43	\$16.15	\$16.86	\$17.21	\$17.55	\$17.86	\$18.21
Water Distribution Operator I	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
Water Distribution Operator II	\$18.12	\$18.50	\$18.86	\$19.25	\$19.98	\$20.71	\$21.12	\$21.54	\$21.94	\$22.36
WTPO	\$14.52	\$14.83	\$15.13	\$15.43	\$16.15	\$16.86	\$17.21	\$17.55	\$17.86	\$18.21
WTPO I	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
WTPO II	\$18.12	\$18.50	\$18.86	\$19.25	\$19.98	\$20.71	\$21.12	\$21.54	\$21.94	\$22.36
WTPO III	\$18.84	\$19.22	\$19.61	\$20.01	\$20.74	\$21.48	\$21.91	\$22.34	\$22.74	\$23.18
WWTPO	\$14.52	\$14.83	\$15.13	\$15.43	\$16.15	\$16.86	\$17.21	\$17.55	\$17.86	\$18.21
WWTPO I	\$17.41	\$17.77	\$18.13	\$18.51	\$19.22	\$19.94	\$20.35	\$20.74	\$21.16	\$21.55
WWTPO II	\$18.12	\$18.50	\$18.86	\$19.25	\$19.98	\$20.71	\$21.12	\$21.54	\$21.94	\$22.36
WWTPO III	\$18.84	\$19.22	\$19.61	\$20.01	\$20.74	\$21.48	\$21.91	\$22.34	\$22.74	\$23.18

Effective the first full pay period June 2022 -3.00%										
Job Title	Entry	EOP	After 2 years	After 3 years	After 5 years	After 7 years	After 9 years	After 11 years	After 13 years	After 15 years
Asst. Spt. Parks & Cemetery				\$23.80	\$24.55	\$25.28	\$25.80	\$26.29	\$26.80	\$27.30
Asst. Zoning & Bldg. Insp.	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
Bookkeeper	\$16.43	\$16.77	\$17.11	\$17.46	\$18.21	\$18.96	\$19.33	\$19.72	\$20.09	\$20.49
Custodian	\$11.23	\$11.47	\$11.70	\$11.95	\$12.69	\$13.44	\$13.69	\$13.96	\$14.24	\$14.51
Foreman, Electric	\$23.88	\$24.39	\$24.88	\$25.39	\$26.13	\$26.87	\$27.41	\$27.93	\$28.49	\$29.01
Foreman/Water, Street, Sewer	\$22.41	\$22.85	\$23.33	\$23.80	\$24.55	\$25.28	\$25.80	\$26.29	\$26.80	\$27.30
Foreman/Wt Dist./Backflow Coord.	\$22.41	\$22.85	\$23.33	\$23.80	\$24.55	\$25.28	\$25.80	\$26.29	\$26.80	\$27.30
Laborer	\$10.47	\$10.72	\$10.93	\$11.14	\$11.89	\$12.65	\$12.87	\$13.16	\$13.41	\$13.64
Lineman I	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
Lineman II	\$18.66	\$19.05	\$19.43	\$19.83	\$20.58	\$21.33	\$21.75	\$22.18	\$22.60	\$23.03
Lineman III	\$22.41	\$22.85	\$23.33	\$23.80	\$24.55	\$25.28	\$25.80	\$26.29	\$26.80	\$27.30
Mechanic I	\$14.24	\$14.52	\$14.82	\$15.12	\$15.85	\$16.60	\$16.94	\$17.29	\$17.58	\$17.92
Mechanic II	\$18.66	\$19.05	\$19.43	\$19.83	\$20.58	\$21.33	\$21.75	\$22.18	\$22.60	\$23.03
Meter Reader	\$14.24	\$14.52	\$14.82	\$15.12	\$15.85	\$16.60	\$16.94	\$17.29	\$17.58	\$17.92
Motor Equipment Operator I	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
Motor Equipment Operator II	\$20.15	\$20.55	\$20.97	\$21.40	\$22.16	\$22.92	\$23.37	\$23.82	\$24.27	\$24.71

Effective the first full pay period June 2022 - 3.00%

(Continued)

Job Title	Entry	EOP	After 2 years	After 3 years	After 5 years	After 7 years	After 9 years	After 11 years	After 13 years	After 15 years
Utilities Clerk	\$16.43	\$16.77	\$17.11	\$17.46	\$18.21	\$18.96	\$19.33	\$19.72	\$20.09	\$20.49
Utilities Clerk/Prog. Coord. Asst.	\$17.17	\$17.52	\$17.89	\$18.25	\$18.99	\$19.74	\$20.15	\$20.53	\$20.94	\$21.33
Water Distribution Operator	\$14.96	\$15.28	\$15.58	\$15.89	\$16.63	\$17.37	\$17.73	\$18.08	\$18.40	\$18.76
Water Distribution Operator I	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
Water Distribution Operator II	\$18.66	\$19.05	\$19.43	\$19.83	\$20.58	\$21.33	\$21.75	\$22.18	\$22.60	\$23.03
WTPO	\$14.96	\$15.28	\$15.58	\$15.89	\$16.63	\$17.37	\$17.73	\$18.08	\$18.40	\$18.76
WTPO I	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
WTPO II	\$18.66	\$19.05	\$19.43	\$19.83	\$20.58	\$21.33	\$21.75	\$22.18	\$22.60	\$23.03
WTPO III	\$19.40	\$19.80	\$20.20	\$20.61	\$21.37	\$22.12	\$22.57	\$23.01	\$23.42	\$23.87
WWTPO	\$14.96	\$15.28	\$15.58	\$15.89	\$16.63	\$17.37	\$17.73	\$18.08	\$18.40	\$18.76
WWTPO I	\$17.93	\$18.30	\$18.67	\$19.06	\$19.80	\$20.54	\$20.96	\$21.37	\$21.79	\$22.19
WWTPO II	\$18.66	\$19.05	\$19.43	\$19.83	\$20.58	\$21.33	\$21.75	\$22.18	\$22.60	\$23.03
WWTPO III	\$19.40	\$19.80	\$20.20	\$20.61	\$21.37	\$22.12	\$22.57	\$23.01	\$23.42	\$23.87

SIDE LETTER
PRIOR SERVICE CREDIT

The parties agree that the changes made to Article 22, Vacation, Section 5, shall only apply to new hires and the future accrual of employees working as of October 3, 2011. No unit member employed as of October 3, 2011, shall have his current vacation service credit level reduced as a result of this change.

SIDE LETTER
UNIFORM ALLOWANCE FOR CLERICAL POSITIONS

The positions of Utility Clerk, Bookkeeper, and Utility Clerk/Program Coordinator, shall be paid a one-time clothing allowance of two hundred dollars (\$200.00) payable following ratification of the 2021 agreement. The allowance will be paid by separate check and shall be subject to tax withholding.

SIDE LETTER
CDL/ EPA LICENSURE

Bargaining unit employees holding positions that require Ohio EPA licensure or CDL licenses are responsible for obtaining and maintaining current such license as a condition of employment. The City will reimburse the employee for CDL License fees and/or Ohio EPA license fees, certification test fees, and/or recertification courses upon submission of proof of the employee's attainment of the license or certification or recertification courses. To qualify for reimbursement, the license or certification must be related to the duties of the position held by the employee, or if not directly related to the employee's position, then the reimbursement for the certification shall be provided so long as the Employer deems it in the best interests of the City. Any employee who fails to maintain the required CDL or EPA license, or whose license is suspended by the Ohio EPA or other administrative agency shall immediately notify the Employer. Employees with an expired or suspended license shall not be permitted to perform duties requiring such valid licenses and may be subject to disciplinary action.

SIDE LETTER
SICK LEAVE ATTENDANCE PERSONAL BONUS DAY

Effective in 2022, The parties agree that those employees that have earned a sick leave attendance bonus in accordance with Article 36 - Attendance Bonus, by having two (2) or fewer sick leave call offs in a calendar year, shall be eligible, at their choice, to request that they can use one (1) sick leave day, to be taken from their existing sick leave bank, as a personal bonus day. The use of the bonus day will not affect the members attendance bonus in Article 36. If requested, the personal bonus day shall be used in accordance with Article 23, Section 1. The employee must notify the Employer of their choice and use the personal bonus day within the calendar year earned.

This side letter shall expire on December 31, 2022.

SIDE LETTER
REGARDING FAIR SHARE FEE LANGAUGE

The City of Columbiana, AFSCME Local 2761 and AFSCME Ohio Council 8, AFL-CIO are parties to a collective bargaining agreement, which among its terms includes a provision for fair share fee. Because of the U.S. Supreme Court's decision in Janus v. AFSCME Council 31, the parties agree to delete provisions in the collective bargaining agreement regarding fair share fees.

In the event the Union believes that mandatory fair share fees are allowable under any valid state or federal law, or court decision from a court of competent jurisdiction it may request a meeting to discuss fair share fees.

SIDE LETTER
RETROACTIVE STEP ADVANCES

The parties agree that the language in Article 25, Section 3 regarding step increases after expiration of the agreement shall remain current, except on a one-time basis only, any step movement within the step system in 2021 shall be retroactively effective back to the date of an employee's anniversary date.

MEMORANDUM OF UNDERSTANDING
BARGAINING UNIT AMENDMENT

The parties acknowledge that the classification of Assistant Superintendent (Parks & Cemetery) is currently in the bargaining unit. The parties further acknowledge that there is an ongoing dispute as to whether or not it remains appropriate for unit membership. In order to facilitate the resolution to these negotiations, the parties agree that should the other party, jointly or individually, file a petition to amend/clarify the bargaining unit and should SERB agree that the classification is not appropriate for the unit, the parties will amend the parties' agreement to reflect that determination.

MEMORANDUM OF UNDERSTANDING
2021 LUMP SUM HAZARDOUS DUTY PAYMENT

In recognition of the recent COVID 19 pandemic the Employer will pay each bargaining unit member a one-time hazardous duty payment of five hundred (\$500.00) following ratification.