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City of Belpre and AFSCME, Local 3507  
2023-2025 Collective Bargaining Agreement  
Final Agreement

AGREEMENT  
BETWEEN  
THE CITY OF BELPRE, OHIO  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES; OHIO COUNCIL 8,  
LOCAL 3507

Effective January 1, 2023 through December 31, 2025

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**ARTICLE 1  
PREAMBLE**

This Collective Bargaining Agreement is entered into by and between the City of Belpre, hereinafter referred to as the "Employer," and Local 3507 And Ohio Council of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union," and has as its purpose, establishment of wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

**ARTICLE 2  
UNION RECOGNITION**

Section 2.1. Included: All employees of the City of Belpre, including, Wastewater Treatment Plant Operator I, II, and III; Meter Reader; Laborer I, II, and III, Equipment Operator I, II, and III; Wastewater Plant Attendant; City Mechanic; and Water Crew Foreman.

Section 2.2. Excluded: All seasonal and casual employees, managerial, confidential, supervisory, professional employees, and guards, as defined in the Act, including Street Department Crew Foreman; Wastewater Plant Senior Operator; Public Works Superintendent; Street Superintendent; Water and Sewer Superintendent; Tax Commissioner; and Accounting Clerk I, II, and III.

Section 2.3. Whenever new positions are established, and the parties cannot agree to the position's inclusion or exclusion from the bargaining unit, either party has the right to petition the State Employment Relations Board for unit clarification at any time.

**ARTICLE 3  
UNION REPRESENTATION**

Section 3.1. Local Union Officials - The Employer agrees to recognize the President of Local 3507 and two (2) stewards for the purpose of conducting Union business pursuant to this Article. Only one (1) steward will be allowed to represent in a grievance hearing.

Section 3.2. Staff Representative - No more than two (2) International or Ohio Council 8 Staff Representatives shall be permitted access to the Employer's premises for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union Staff Representative(s) shall identify themselves to the Employer.

Section 3.3. The writing of grievances shall be on non-duty time. The investigation and processing of grievances may be on duty time, provided that it does not interfere with the Steward's and employee's assigned duties and providing the Steward has the permission of the Employer.

Section 3.4. The Union agrees that no official of the Union, employee or non-employees, shall interfere, interrupt or disrupt the normal work duties of bargaining unit or non-bargaining unit employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

Section 3.5. The Union shall provide to the Employer an official written roster of its officers and steward which is to be kept current at all times. No employee shall be recognized as a Local Union official pursuant to Section I above until the Union has presented the Employer with said roster.

#### **ARTICLE 4 BULLETIN BOARDS**

Section 4.1. The Employer agrees to provide bulletin boards at all work locations (currently four [4] in number) for use by the Union. The boards shall be placed in mutually agreed upon locations.

Section 4.2. The Union will be responsible for posting and maintaining the bulletin boards. Material will be authorized for posting only when it contains the signature of the Local Union President or Vice President.

Section 4.3. Posted materials shall not contain any of the following:

- a. Personal attacks upon any bargaining or non-bargaining unit employee;
- b. Derogatory remarks or drawings against the Employer or any of its agents or administrators;
- c. Attacks upon any other employee organization or Union;
- d. Attacks upon and/or favorable comments regarding any candidate for public office or for office in any employee organization or Union.

Section 4.4. No Union-related materials of any type can be posted except on the designated Union bulletin boards or employees' personal vehicles, except as otherwise may be expressly permitted in writing by the Employer.

Section 4.5. Violation of any provision of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer. Before such privileges can be revoked, the Employer shall first warn the Union in writing of the first violation. The second violation could lead to revocation of the privileges.

#### **ARTICLE 5 CHECK-OFF**

Section 5.1. The Employer shall make payroll deductions from payor wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Controller, 6800 North High Street, Worthington, Ohio 43085-2512. The Union shall advise the Employer, in writing, of the amounts to be deducted. The payroll deduction shall be made, by the Employer, biweekly and shall be remitted to the Union monthly. If an employee has insufficient payor wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Money deducted pursuant to the provisions of this Section shall be remitted to the Union within ten (10) days after the second deduction in the

month. Each remittance shall be accompanied by the following alphabetical lists: 1) for employees for which deductions were made, the name and social security number of the employee, and amount deducted.

Section 5.2. The Employer shall be relieved from making individual dues deductions upon an employee's: 1) termination of employment; 2) transfer to a job outside the bargaining unit; 3) layoff from work; 4) taking an unpaid leave of absence; 5) written revocation of the checkoff authorization by the employee in accordance with the Union Check-Off Card.

Section 5.3. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period.

Section 5.4. Checkoff - Hold Harmless - The Union will defend and hold the Employer harmless for all money deducted and remitted to the Union pursuant to the provisions of this Contract. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.5. Union Membership Revocation/Maintenance of Membership. Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Section 5.6 Union Dues Revocation. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as emended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of employees' dues check off authorization cards are available from the Union upon request.

## **ARTICLE 6 FAIR SHARE FEE**

As a result of the Decision by the Supreme Court, fair share fees have been deemed unconstitutional. Should fair share fees become lawful, the following language shall control:

Section 6.1. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The obligation to pay the fair share fee shall commence either upon execution of this Agreement or sixty-one (61) days following an employee-s date of hire, whichever is later. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues.

Section 6.2. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of en-or is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 6.3. The Union warrants and guarantees that no provision of this Article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this Article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this Article.

Section 6.4 Upon request by the Union, the Employer shall provide the home addresses of bargaining unit members so that the Union may comply with the Fair Share Fee rebate procedure.

## **ARTICLE 7 NON-DISCRIMINATION**

Section 7.1. The Employer and the Union agree not to discriminate against bargaining unit employees in applying the terms of this Agreement because of race, religion, sex, age, color, disability, or national origin.

Section 7.2. The Employer and the Union agree not to discriminate 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.

## **ARTICLE 8 MANAGEMENT RIGHTS**

Section 8.1. Except as otherwise limited by an express provision of this Agreement, the City's management's rights include, but are not limited to, the right to:

1. Determine 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 9 WORK RULES**

Section 9.1. The Union recognizes that the Employer or his or her designee has the right to promulgate work rules, policies, procedures, directives, and job descriptions, and to regulate conduct of the Employer's operations, services, programs, and business.

Section 9.2. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to ultimate impasse, the Employer may implement a proposed change, but the Union may exercise its negotiating rights regarding that matter in the normal course of bargaining as provided in Article 30, Duration for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over it; unless time permits, in which case, the Employer will bargain and give as much notice as possible, without waiving his or her rights.

Section 9.3. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated in writing to the affected employees in advance; provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

## **ARTICLE 10 JOB POSTING/BIDDING AND TRANSFER PROCEDURE**

Section 10.1. The parties agree that all appointments to vacancies covered by this Agreement, other than the original appointments from eligibility lists, shall be filled in accordance with this Article.

Section 10.2. Whenever the Employer determines a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) business days. Copies of said posting shall be given to the Local Union president for posting on union bulletin boards. During the posting period, employees wishing to apply for the vacant position shall do so by submitting a written application to the Employer.

Section 10.3. Vacancies will be awarded to an applicant in the following order:

1. To an employee applicant in the same classification as the vacancy who possesses the greatest classification seniority (lateral transfer).
2. To an employee applicant who possesses the qualifications and skills for the position, and who possesses the greatest total seniority.
3. To any outside applicant the City determines to be qualified for the position.

Section 10.4. Once the selection has been made, the Employer will notify all employee applicants of the selection.

Section 10.5. Temporary Transfers - A temporary transfer shall not exceed twenty-one (21) calendar days within a sixty (60) day period unless an emergency exists and is approved by the Union.

Section 10.6. Every newly hired employee will be required to successfully complete a probationary period. **The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of (180) one hundred and eighty calendar days (6) months.** A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 10.7. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of seventy-five (75) calendar days. A newly promoted employee who evidences unsatisfactory performance will be returned to his former position. The promoted employee shall have the option of returning to their former position within 30 working days of the promotion in the Water and Street Departments and within 40 working days (with 10 working days on second shift) in the Sewer Department.

Section 10.8. Probationary employees **may** not be eligible for promotion **or lateral transfer** to any other position until they have completed their probationary period. **Unless there are no other bargaining unit members bidding on the current vacancy and has not received any disciplinary action during that period. If someone on probation has the experience and qualifications for the open position the Safety Service Director may consider that employee for the open position before going to outside candidates.**



**ARTICLE 11  
LAYOFF AND RECALL**

Section 11.1. The Employer will notify all affected employees in the bargaining unit as well as the Union at least fourteen (14) calendar days in advance of any layoff.

Section 11.2. The Employer shall determine which departments and which classifications will be affected by a layoff, and how many employees in each classification will be laid off. Within any particular classification, employees shall be laid off in the inverse order of their classification seniority. Part-time bargaining unit employees will be laid off prior to regular full-time employees.

Section 11.3. Employees who are laid off may bump other employees in a lower rated classification in their classification series, in their department, where the laid off employee has greater departmental seniority than the employee in the lower rated classification.

Employees who have bumping rights will be notified and will have seven (7) calendar days in which to exercise such rights. Failure to do so will result in forfeiture of the employee's bumping rights. It shall be an employee's obligation to notify the Employer of where they can be contacted by mail during any extended vacation or leave of absence.

Section 11.4. Employees who are laid off shall have recall rights of two (2) years. Written notice of recall shall be sent to the employee's last known address by certified mail. Failure of an employee to contact the Employer within ten (10) days of receipt of the notice or fourteen (14) days from the date the notice was sent, whichever comes first, shall constitute a forfeiture of an employee's right to recall. All applicants must take a Civil Service exam if recall rights have expired.

Section 11.5. Employees shall be recalled to the classification in which they were laid off in the order of their classification seniority or to a lower classification within their series in the order of their departmental seniority. No new employees shall be hired into a classification until such time as all laid off employees having recall rights have exhausted them.

Section 11.6. Employees displaced by a layoff shall be entitled to any wages due them for service prior to the effective date of the layoff. In addition, at the conclusion of the two (2) years recall period, or at a time when an employee resigns and requests to be removed from any applicable recall lists, laid off employees shall be entitled to any severance pay due them in accordance with the applicable provisions of this Agreement.

**ARTICLE 12  
SENIORITY**

Section 12.1. Definitions

1. Classification seniority is the employee's length of continuous service in his current classification, from his last date of entry into the classification.

2. Department seniority is the employee's length of continuous service since the date of his last entry into the department in which he is currently employed.
3. Total seniority is the employee's total length of continuous service with the Employer from his most recent date of hire.
4. Departments are the Water/Sewer department, the **Wastewater Treatment Plant**, the Street department, as well as any other department containing bargaining unit members.

Section 12.2. All types of seniority shall terminate:

1. If an employee quits;
2. If an employee retires;
3. If an employee is discharged and not reinstated;
4. If an employee is laid off for a period of more than twenty-four (24) consecutive months;
5. If an employee exceeds an approved leave of absence unless an extension is granted before the initial leave expires;
6. If an employee fails to honor a recall from layoff notice;
7. If an employee is a "no call-no show" for three (3) consecutive working days, except where an employee is entirely unable to report off work.

Section 12.3. All types of seniority shall be suspended during unpaid leaves of absences, disciplinary suspensions without pay, and time on layoff.

Section 12.4. The Employer will provide the Union with seniority lists within thirty (30) days of the execution of this Agreement and semi-annually thereafter. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate.

Section 12.5. Whenever seniority is applicable to any terms and conditions contained in the Collective Bargaining Agreement and two (2) or more employees are tied in applicable seniority, the following listed seniority rights shall prevail:

1. If two (2) or more employees have the same departmental seniority, classification seniority shall prevail.
2. If two (2) or more employees have the same classification seniority, total seniority shall prevail.

## **ARTICLE 13 DISCIPLINE**

Section 13.1. All disciplinary action shall be for just cause.

Section 13.2. Verbal and written reprimands shall have no further effect one (1) year after the effective date of the reprimand providing there is no intervening disciplinary action during the one (1) year period and will, upon request, be removed from the employee's file.

Section 13.3. Suspensions shall have no further effect two (2) years following the date of the suspension providing there is no intervening disciplinary action during the two (2) year period and will, upon request, be removed from the employee's file.

Section 13.4. In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which are no longer effective pursuant to the schedule in Sections 2 and 3 herein.

Section 13.5. An employee shall be given a copy of any written reprimand, suspension, or other disciplinary action entered on his personnel record. The Local Union President shall receive a copy of any suspension and/or discharge notice.

Section 13.6. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of the suspension, he will be advised of the duration of the suspension. In the case of suspension or discharge, the Local Union President, or other designated Union Representative, and the disciplined employee shall be present at a required pre-disciplinary conference before the Safety-Service Director, prior to issuing any suspension or discharge to an employee. An employee may waive the right to such pre-disciplinary conference by so notifying the Employer in writing.

Section 13.7. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

Section 13.8. Any grievance concerning suspension and/or discharge shall be appealed directly to Step 2 of the grievance procedure.

#### **ARTICLE 14 GRIEVANCE PROCEDURE**

Section 14.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 14.2. All grievances must be processed timely and at the proper step in order to be considered at subsequent steps.

Any grievant or Union representative may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of each step to lapse without further appeal. Any grievance which is not submitted by the grievant or Union within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the grievant or Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 14.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant must orally identify the alleged grievance to the employee's department head within five (5) working days after the employee knows or should have known the facts that gave rise to the grievance. The department head shall investigate and provide an answer within two (2) working days following the date on which the department head was presented the grievance.

Step 2: If the grievance is not satisfactorily settled in Step 1, the grievance may be appealed within five (5) working days by submitting a written grievance to the Safety-Service Director.

The Safety-Service Director shall have ten (10) workdays in which to hold a meeting with the aggrieved employee and a Union representative if the employee desires a meeting. The Safety-Service Director shall respond in writing to the grievant and Union representative within ten (10) workdays following the meeting date, or within ten (10) work days of receipt of the grievance if the employee elects to forego a meeting.

Step 3: If the grievance is not resolved at Step 2, the Union may refer the grievance to mediation by giving written notice and a request for a mediator to the Employer and the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) within twenty (20) workdays of the date the answer was received at Step 2.

The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon the grievant, the Union and the Employer.

Step 4: Arbitration - If the grievance is not satisfactorily settled in Step 2, and was not processed through grievance mediation, the Union may submit the grievance to arbitration. A request for arbitration must be made within thirty (30) calendar days following the date the grievance was answered in Step 2 by the parties jointly submitting a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and sending a copy of such request to the Service-Safety Director. If the grievance was processed through grievance mediation and was not resolved, the Union, may, within thirty (30) calendar days after the date of the Step 2 response, submit the grievance to arbitration.

Upon receipt of the arbitrator's list, the parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternate the first strike from one case to the next, with the first case being determined by a coin toss. The last remaining name shall be designated as the arbitrator to hear the dispute in question.

Either party shall have the option to reject the list of names provided by FMCS and request a second list.

The Union reserves the right to amend the grievance prior to or at the time of submission to arbitration.

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 shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue 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 collective bargaining Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievant knew or should have known of the occurrence that caused the grievance.

The decision of the arbitrator shall be binding upon the parties. Any cost involved in obtaining the list of arbitrators shall be paid equally by the Employer and by the Union. All costs directly related to the services of the arbitrator shall be paid equally by the Employer and by the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 14.4. The grievance shall include the nature of the facts giving rise to the grievance as well as the Articles alleged to have been violated and the specific relief requested.

Section 14.5. A grievance may be filed by any employee covered by this Agreement and/or the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee may be selected by the group to process the grievance. Employees who wish to be included in the group grievance shall have their name listed on the grievance.

Section 14.6. For purposes of this Article, workdays shall be defined as those days upon which the City Building is open for business to the general public. Time limits shall be extended if employee is on leave and mutually if for other reasons.

Section 14.7. Employees may be represented at any level of the grievance procedure only by representatives of the Union or the employee may represent himself should the employee elect to waive union representation. In no case may the employee be represented by private counsel. Should an employee choose to represent himself in the grievance procedure, the Union has the right to be present to assure that any resolution comports with this Agreement.

## **ARTICLE 15 HEALTH AND SAFETY**

Section 15.1. The City agrees to maintain all buildings, facilities, vehicles, and equipment owned by the City in a safe and healthful manner.

Section 15.2. Cleaning supplies requested by the departments and deemed appropriate by the City will be kept in adequate supply.

Section 15.3. There shall be a shower provided for clean up for employees in the Wastewater Treatment Plant, **Water Sewer Departments. Lockers shall be provided** for each employee in the Street and Water/Sewer Departments and the **Wastewater Treatment Plant.**

Section 15.4. Fire extinguishers will be provided in each building and shall be inspected as provided by law. First aid kits will be provided in City buildings and vehicles used by bargaining unit members within a reasonable period of time after Employer is notified of need for replacement of equipment.

Section 15.5. Proper safety equipment as determined by the City and the Safety Committee shall be provided to members of the bargaining unit.

When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

Section 15.6. Employees (other than clerical) shall be allowed ten (10) minutes clean-up time at the end of their shift when work assignments permit.

Section 15.7. Exposure to Bloodborne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for many bargaining unit positions. Those positions identified as having potential exposure will be provided with BBP/OPIM training and provided with Hepatitis B vaccinations at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations and shall so indicate on forms provided by the Employer.

Section 15.8. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to him or others, if such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Safety Officer and Safety Committee, who will advise the Employer whether they believe any corrective action, is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only and shall not bind the employer or prevent the employee(s) from filing a safety complaint or grievance. For purposes of this Section, a quorum of the Committee shall consist of one (1) Employer appointee and one (1) Union appointee.

Section 15.9. The Safety Committee shall meet monthly and consist of the City Safety Officer, one (1) additional employer appointee, and two (2) bargaining unit members appointed by the Union. A monthly meeting is not required if both parties agree. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month before the anniversary date of this Agreement. When any outside safety inspector is present, the Union shall appoint a bargaining unit member to accompany the inspector during the inspection.

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

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others.
- C. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
- D. A quorum of the Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 15.8.
- E. Suggest safety training programs and amendments, modifications or additions to the safety manual.
- F. Make such recommendations, as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

## **ARTICLE 16 LABOR/MANAGEMENT MEETINGS**

Section 16.1. Labor/Management meetings for the purpose of discussing matters of mutual concern may be arranged between the Local President and the Employer upon mutual agreement of the parties, and in accordance with this Article. Such meetings shall be between not more than two (2) representatives of the Union and at least two (2) representatives of the Employer.

Arrangements for such Labor/Management meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in Labor/Management meetings shall be confined to those included in the agenda. The representatives of the Union shall suffer no loss in pay for time spent in such Labor/Management meetings during their normal scheduled working hours. These meetings may be attended by a representative of AFSCME, Ohio Council 8 upon prior notification to the Employer.

A regular quarterly Labor/Management meeting will be held between the Employer and Union representative to discuss matters of mutual concern. Such meetings will normally be held within the first week of each quarter on the Employer's premises. Agenda items will be submitted by either party at least seven (7) calendar days in advance of each quarterly Labor/Management meeting. In the event neither party has submitted an agenda request for any quarter, the Labor/Management meeting for that quarter will be cancelled. If mutually agreed, Labor/Management meetings may be held in addition to quarterly meetings.

## **ARTICLE 17 HOURS OF WORK/SCHEDULES**

Section 17.1. Employees are expected to report to work by the start of their regularly scheduled shift. Further, employees are expected to report to a jobsite promptly. The regular work week for permanent, full-time employees covered by the terms of this Agreement shall consist of eight (8) hours of work per day and forty (40) hours per week. This Article does not establish a guaranteed number of hours per week. The workday is exclusive of a thirty (30) minute unpaid meal period. The Employer may opt to go to a four (4) ten (10) hour work schedule where feasible and there is sufficient manpower to operate such a schedule.

Section 17.2. Shift workers (Wastewater Treatment Plant only) are permitted to trade shift upon prior approval of the Supervisor. There shall be no overtime created due to shift trades. Those who trade shifts are responsible for transferring compensation due to the shift trade.

## **ARTICLE 18 OVERTIME**

Section 18.1. The Employer, as much as practical, will rotate overtime opportunities among employees in the same classification within the same department in an effort to equalize overtime opportunities. The Employer agrees to post and maintain overtime rosters, which shall be made available to the Union upon request. All new employees will be immediately credited with overtime hours equal to the employee with the most aggregate hours. Said roster will include a list of overtime hours worked and refused. The meter reader shall be included on the water department overtime roster, if he is qualified to do the work.

Section 18.2. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all hours in active pay status in excess of their scheduled workday (either 8



or 10 hours) or forty (40) hours in one week. Employees may elect to take compensatory time instead of overtime pay. If the use of compensatory time should involve overtime the choice of the use of compensatory time will be by decision of the Employer.

Compensatory time must be used within the fiscal year in which it is accrued if at all feasible, but not later than one month after the fiscal year. Employees may accrue a maximum of ninety (90) hours compensatory time in a calendar year.

Employees will have the option to cash-out their compensatory time on April 1 and November 1 of each year, should they elect to do so.

An employee who works for more than four (4) hours of overtime shall receive a paid half-hour lunch break.

**Section 18.3 Based upon work conditions and operational needs or weather-related events, the Safety Service Director, Public Works Director, Senior Operator, Street Crew Foreman, or Water Sewer Crew Foreman may adjust their employees' schedules to meet the demands of the emergency operational needs or weather-related event.**

**For example, non-shift workers may need to be split to cover day shift (normal work hours) and a snowstorm that is expected to arrive at 10:00 pm. The employees may have the option to work it out amongst themselves as to who will take the normal day shift and who will take the after-hours shift. If employees cannot work it out, the overtime roster will determine who takes the after-hours shift**

**If an employee (s) is required to stay home and rest before their after-hours shift the employee(s) will be paid 8 hours for their normal 8-hours workday (10 hours if working 10-hour days, 4 days a week) if it is within their normal Monday through Friday work week. After hours schedule employee(s) shall show up for their scheduled time and will be paid at one and one half (1-1/2) times their rate of pay for a minimum of (3) three hours or total hours worked, whichever is greater.**

**If employee fails to show up for the assigned shift the employee maybe subject to disciplinary action.**

## **ARTICLE 19 CALL-IN**

**Section 19.1. Call-In Pay - An employee who is called out to work at a time when the employee is not regularly scheduled to work and which time is not the employee(s) regularly scheduled work hours shall receive call-in pay at one and one-half (1½) times the employees regular hours rate for a minimum of three (3) hours or the total hours worked, whichever is greater. **If a call out occurs on a holiday the employee shall receive the holiday overtime rate (see section****

**21.2)** Call-out time begins when the employee **is notified (allowing a reasonable length of time to report)** and ends when the employee signs out after performing the assigned call-out work.

Section 19.2. Emergency Situations - In case of an emergency situation in the Water/Sewer Department, Wastewater Treatment Plant or Street Departments, the Service Director or designee may order any or all employees who are notified to report for duty immediately, or remain at work for mandatory overtime, and failure of an employee to respond, or remain at work, shall subject him to disciplinary action. Employees responding to an emergency situation, or call-out, are expected to report to work within **a reasonable amount of time** of the call-out order to appear, absent exigent circumstances.

Section 19.3. An emergency situation will be declared by the Safety Service Director, **Law Enforcement** or supervisor on duty.

## **ARTICLE 20 SICK LEAVE**

Section 20.1. Bargaining unit employees shall earn 3.1 hours of sick leave for each completed biweekly pay period. Sick leave earnings are pro-rated for any period in which the employee is in no-pay status. Sick leave is accumulative without limit.

Section 20.2. Sick leave may be used for:

1. Personal illness or injury of the employee;
2. Illness or injury of relatives living in the employee's immediate household where the employee's presence is necessary to care for the family member;
3. Pregnancy and/or childbirth of the employee and other medical conditions related thereto;
4. Death of a member of the employee-s immediate family as defined in Section 23.3;
5. Sick leave request will not be unreasonably denied.

Where sick leave is to be used for illness in the family, as outlined above, the use of sick leave for this purpose and the length of possible time necessary must receive prior approval of the employee's department head or appointing authority and is based entirely on the individual's specific circumstances. Medical evidence may be required when a pattern of abuse is suspected.

Section 20.3. Sick leave must be approved by the employee's supervisor. A physician's statement may be requested for any use of sick leave when the City determines there is probable cause to question the employee's use of sick leave.

Section 20.4. Except in extraordinary circumstances, employees must personally notify their department head or his designee that they will be absent from work at least thirty (30) minutes before their starting time in order to be eligible for sick leave. In the event the employee is unable to reach the department head or designee, the employee shall contact the Appointing Authority to report off sick. At the time of reporting off, the employee is to inform management of his intended length of absence. Should the employee not be able to return to work at the projected time, he is to notify his supervisor as soon as possible.

Section 20.5. False claims for and/or abuse of sick leave may result in denial of sick leave benefits and may be grounds for disciplinary action including termination.

Section 20.6. Regular job attendance is a requirement of employment with the City. Five (5) separate absences without a doctor's excuse during any twelve (12) month period may be regarded as chronic absenteeism. If an employee persists with a pattern of chronic absenteeism, disciplinary action may be warranted. Department heads may also request an employee have a physical examination paid for by the City to determine if the employee is capable of performing their job duties. Based on the examining physician's recommendations the employee may be transferred or demoted to another position, retired on disability, or separated from City employment.

Section 20.7. Sick leave may not be used in less than one-half (½) hour increments.

Section 20.8. An employee with ten (10) or more years of service with the City who retires from the City under one of the Ohio retirement systems with an age and service retirement shall be paid for twenty-five percent (25%) of the value of the employee's accrued, but unused, sick leave up to a maximum payment of two hundred forty (240) hours for employees with less than twenty (20) years of service; and up to three hundred (300) hours for employees with twenty (20) or more years of service. Payment shall be based upon the employee's rate of pay at the time of retirement.

Section 20.9. Sick Leave Incentive. An employee who uses zero (0) sick leave days per quarter will be credited with an earned personal day, to be scheduled in the same manner as the three (3) personal days listed in Section 21.1.

#### **Section 20.10: Leave Donation**

**Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled to work each pay period or the equivalent of the employee's normal biweekly earnings, whichever is less, if the employee to receive donated leave or a member of the employees' immediate family has a serious health condition and the employee:**

- 1. Has no accrued paid leave; and**
- 2. Has completed his / her new hire probationary period; and**
- 3. Has applied for paid leave or benefits program for which the employee is eligible for; and**
- 4. Has no documented abuse or patterns use of sick leave; and**

5. Has provided acceptable written verification that the extended illness exists; and
6. Is not receiving workers compensation or OPERS disability compensation.
7. Agrees to accept the leave under the terms of this policy and completes an “Application to Receive Donate Leave” form.
8. Must be on active pay status

**Donating Leave: Employees may donate leave if the donating employee:**

1. Is not a member of the receiving employee’s immediate family as defined in Section 23.3.
2. Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned.
3. Donates a minimum of equivalent one (1) of the donors regularly scheduled workdays in one (1) of the donor’s day increments.
4. Retains a sick leave balance of at least eighty (80) hours.
5. Complete an “Application to Donate Leave” form.
6. Must be on active pay status

**Administration: The leave donation shall be administered on a pay period to pay period basis. The appointing authority to the transferee and the Safety Service Director or designee shall review the application to receive donated leave to assure compliance with the above section of this policy. Donations of sick leave will be recorded in the order of their submission and will not be considered donated nor be deducted from the transferor’s balance or credited to the transferee’s balance until the pay period such leave is used.**

## **ARTICLE 21 HOLIDAYS**

Section 21.1. Bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
<b>Juneteenth</b>	Christmas Eve
Independence Day	Christmas
Labor Day	

**Section 21.2 Employee required to work on a recognized holiday will receive their normal rate of pay in addition to holiday pay. If the employee is working past the normal the normal work hours or is called in after normal work hours, the employee shall be paid at the holiday overtime rate which is two and one half (2-1/2) times the employee’s hourly rate of pay. The holidays are defined in Article 21.1**

Section 21.3. When a holiday falls on a Sunday, the Monday immediately following will be recognized as the official holiday; if a holiday falls on a Saturday, the Friday immediately preceding it will be recognized as the official holiday.

If Christmas Eve and Christmas fall on Sunday and Monday, then Tuesday will be recognized as a holiday. If they fall on Friday and Saturday, then Thursday will be recognized as a holiday.

Section 21.4. Employees who do not work on a holiday shall be paid their regular rate of pay **if** they are in active pay status for their last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday. Employees who actually work on a holiday will be paid one and one-half (1-1/2) times their regular rate for hours worked in addition to eight (8) hours of holiday pay at their regular rate of pay. **If the employee is working past the normal hours of work or is called in after normal work hours, the employee shall be paid at the holiday overtime rate which is two and a half times the employees' hourly rate of pay. The holidays are defined in Article 21.1**

Section 21.5 Each member shall be granted three (3) paid leave days per year. Members shall submit their request to their supervisor at least twenty-four (24) hours in advance of the scheduled leave day in order to provide for proper scheduling, except in case of emergencies.

Paid leave days shall be pro-rated for new hires according to the following schedule: An employee who starts employment with the City between January 1 and April 30 will receive three (3) paid leave days; an employee who starts employment with the City between May 1 and August 31 will receive two (2) paid leave days; an employee who starts employment with the City on or after September 1 will receive one (1) **personal holiday. See Section 20.9 for sick leave incentive.**

## ARTICLE 22 VACATION

### Section 22.1.

Bargaining unit employees shall earn and accrue vacation leave according to their number of completed months of service with the Employer. The City and the Union agree that bargaining unit members will receive vacation earned the previous year on January 1<sup>st</sup> of each year. Vacation leave shall be accrued at the following rates per biweekly pay period:

<i>Service Time</i>	<i>Accrual Rate</i>	<i>Annual Entitlement</i>
0 mos. to 59 mos.	3.1 hours	80 hours
60 mos. to 119 mos.	4.6 hours	120 hours
120 mos. to 179 mos.	6.2 hours	160 hours
180 mos.	7.7 hours	200 hours

Vacation credit accrues while on vacation, paid military leave and sick leave. No vacation credit is earned while an employee is in no pay status or on Workers' Compensation.

Bargaining unit members earn vacation leave throughout the year, including their first year of employment with the City, but that earned vacation leave will not be made available for use until the end of the year in which they accrue the leave. For example, an employee who is first employed February 1, 2020, will receive 80 hours of vacation on January 1, 2021 for use during the 2021 year based upon the prior year of service. On January 1, 2022, the employee will receive an additional 80 hours of vacation (that was earned during the 2021 year).

When an employee's length of service entitles him or her to an increased accrual rate, the employee will receive the additional vacation hours at the beginning of each year. For example, for an employee hired prior to September 1, 1995, at the end of 119 months of employment, the employee will receive 40 additional hours, for a total of 160 hours on January 1.

New employees shall receive 80 hours of vacation on January 1 after their hire date. However, employees separating during their first year will be required to repay the City the value of any used, but unearned vacation, on a pro-rated basis as writing in Section 22.3 below.

Section 22.2. Vacation Pay - The rate of vacation pay shall be the employee's regular rate of pay in effect for the employee's regular job. Employees shall receive their vacation pay no later than Friday preceding the start of their vacation provided they make a verbal request to the Auditor's office seven (7) days in advance.

Section 22.3. Vacation Rights in case of Separation - Upon permanent separation of employment, employees shall be entitled to compensation at their current rate of pay for all accrued and unused vacation leave to their credit at the time of separation.

An employee who permanently separates from employment between January 1 and their anniversary date will not be eligible to receive a payout of vacation leave that is equal to the number of hours made available to the employee on January 1 of that year. That employee is entitled to a payout of the vacation earned in the previous year and any unused and earned vacation for the current year in which the employee separates. Should the employee's available vacation leave be less than the amount the employee received on January 1 of the year of separation, the employee will be financially responsible for the deficit balance, including reduction of other appropriate leave banks.

Section 22.4. Choice of Vacation Period - Vacations shall be granted at the time requested by the employee if the work load and scheduling permits. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater total seniority shall be given his choice.

Vacation calendars will be started around no later than January 10<sup>th</sup> and completed by March 1<sup>st</sup> of each year. The employee within the department with the greatest seniority shall have the vacation calendar first and shall mark down their first choice. It will then pass to the next employee by seniority within three (3) days, etc. down the seniority line until all employees have marked down their selection. The procedure shall continue until all employees have taken

vacation periods they desire to reserve. At the completion of this process, the vacation calendar shall be kept on file. For all vacations not reserved by March 1st of the year in question, application for vacation shall be on a first come, first served basis.

A vacation period cannot be less than one (1) hour unless allowed by the City for a lesser period for good and sufficient cause. Vacation will be selected by seniority. No employee on the first passing of the vacation calendar shall reserve more than eighty (80) hours during June, July, and August. Requests for full workweek vacation periods will take precedence over less than full workweeks during the seniority selection period.

**Section 22.5. Vacation Carry Over – Employees may carry over up to ten (10) days of vacation. A written request to carry over additional hours shall be submitted to the Safety Service Director by November 15 each year.**

Section 22.6. Provided adequate funds are available, employees may cash-in up to forty (40) hours of accrued vacation annually.

Section 22.7. Room Reservations - Non-refundable room reservation costs incurred by an employee due to a rescheduling of a vacation at the City's request, where non-sufficient time was given to cancel reservation, will be reimbursed by the City upon proper documentation.

## **ARTICLE 23 LEAVES OF ABSENCE**

Section 23.1. Personal Leave - Any employee who has completed one (1) year's continuous service with the Employer may be granted a leave of absence without pay for personal reasons including personal illness not to exceed six (6) months. In the event that personal leave is to be used for illness, the employee must submit a physician's statement concerning the disabling nature of the illness and the expected length of absence. Said leave shall be applied for in writing and, if approved, will be granted in writing. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

Section 23.2. Military Leave - The Employer will comply with all appropriate laws relating to the employment rights of employees in military service.

Section 23.3. Funeral Leave - Paid leave will be given for a maximum of three (3) days for a death in an employee's immediate family. The immediate family as defined for funeral leave is parents, spouse, children, sister or brother, mother or father-in-law, son or daughter-in-law, grandparents, or grandchildren. To receive funeral pay, the employee must be scheduled to work during the three (3) day period, and he must attend the funeral of the deceased. Funeral leave will not be taken from an employee's accumulated sick leave hours. In the event an employee's brother-in-law, sister-in-law, aunt, or uncle dies, the employee will be permitted to take one (1) day of funeral leave to attend the funeral.

Section 23.4. Except as provided herein, all leaves specified in this Article shall be without pay.

Section 23.5. The Employer reserves the right to have an employee examined by a physician chosen by the Employer before permitting an employee to return to work or to continue working after an extended illness, injury, or disability. If the employee's physician and the Employer's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the Employer may be sought. If the parties cannot agree on a third physician, the employee's physician and the Employer's physician will be asked to seek a consulting specialist's opinion. If two (2) physicians state the employee is able to return to work, the employee shall be immediately returned to work.

If it is determined that an employee is or was able to have returned to work at the time the employee's doctor advised, pay and benefits shall be reinstated to that date. Whenever the Employer requires an employee to be examined by a physician, the costs of the physician's services will be borne by the Employer. In such instances, the employee shall not be charged with sick leave or vacation leave, and shall not lose pay for the time necessary for the physician's appointment.

Section 23.6. Jury Duty and Witness Service - Employees summoned for jury duty by a court of the United States, the State of Ohio, or other political subdivisions will receive their regular pay for the time they are absent from work. Employees on first shift who are released from duty prior to the end of their shift shall be required to report to work for the balance of their shift. Employees who work on second or third shift will receive their regular rate of pay for time spent on jury duty only if they work their entire regularly scheduled shift after being on jury duty. Employees on second shift, whose jury duty extends into the beginning of the second shift will receive their regular rate of pay for time spent on jury duty up to the beginning of their shift as well as their regular pay as long as they report work for the remainder of the second shift upon completion of jury duty. The employee is to notify his supervisor at least three (3) days prior to the service date. Employees shall not be required to submit any compensation received from the court.

Employees who serve as witnesses in a City related lawsuit will be paid for their time absent from work when appearing on behalf of the City. Vacation leave must be used when an employee is party to or subpoenaed for a non-City lawsuit. Any employee excused from work for witness service will be paid their regular wages for the time period.

The Employer agrees to provide the Union, upon request, with the name, address, and telephone number of any employee who is on leave of absence.

## **ARTICLE 24 WAGES**

Section 24.1. Effective January 1, 2023, the hourly rates of pay listed in Appendix 1 of this Agreement shall be increased by five and a half percent (5.5%).

Effective at the beginning of the payroll period following January 1, 2024, the hourly rates of pay listed in Appendix 1 of this Agreement shall be increased by five percent (5%).



Effective the beginning of the payroll period following January 1, 2025, the hourly rates of pay listed in Appendix 1 of this Agreement shall be increased by an additional five percent (5%).

Section 24.2. In addition to their base rate of pay, bargaining unit employees who are assigned to work the second or third shift will receive a shift differential of thirty cents (\$0.30) per hour. Shift differential is included in overtime worked during the designated hours and shall be paid at time and one-half, for those individuals assigned to those shifts.

Section 24.3. Longevity Pay - On January 1 of each year, bargaining unit employees shall receive longevity increases on the base of the then current wage scale according to the schedule listed in Appendix A-2.

Section 24.4. Payroll checks shall be issued by direct deposit on a biweekly basis.

Section 24.5. Compensation for licenses and certificates is incorporated in base wages of the positions indicated below:

A. Municipal Waste Water Treatment

Operator, Class III	Class III Ohio EPA Certificate
Operator, Class II	Class II Ohio EPA Certificate
Operator, Class I	Class I Ohio EPA Certificate

Any increase in compensation due to changes in Operator status will be made effective the date the Certificate/License is signed and effective. All new hires in the Waste Water Treatment Plant will be hired in as Plant Attendant until they have passed their tests for certification.

Upon receiving a Water Distribution Certificate, an additional twenty-five cents (\$0.25) per hour will be added to the hourly rate of the bargaining unit employee gaining such certificate.

Upon receiving a Class 1 Operators license, an additional seventy five cents (\$0.75) per hour will be added to the hourly rate of the bargaining unit employee gaining such license. Further, the bargaining unit member will receive an additional fifty cents (\$0.50) per hour for all time actually spent as the operator of record.

Section 24.6. Employees in the Wastewater Treatment Plant who become certified by the Ohio Department of Health and the Ohio EPA water requirements for fluoride and chlorine residuals shall be entitled based upon their certification to the following quarterly incentive bonuses:

Operational analysts C	\$125 per quarter
Full-certified analysts C	\$200 per quarter

**ARTICLE 25**

## INSURANCE

Section 25.1. The City will provide a health care plan consisting of major medical, surgical, basic hospitalization benefits, and prescription drug service for all employees who elect to enroll.

The City shall pay eighty percent (80%) of the applicable premium and the employees shall pay twenty percent (20%) of the applicable premium.

Prior to any substantive changes in the existing benefit plan, the Employer shall form a committee, consisting of employees from all City work units. The Union staff representative and one (1) bargaining unit member shall be members of the committee. The purpose of the committee is to study available options and to make recommendations to the Mayor and Safety Service Director.

The Employer shall pay fifty-eighth dollars and fifty cents (\$58.50) per month for each bargaining unit employee for the AFSCME Care Plan on life, vision care II, Dental II, and Legal.

Section 25.2. The Employer reserves the right to offer an HMO/HMP type plan during the term of this Agreement. Employees who elect not to take the HMO/HMP may be subject to increased deductibles in the alternative plan.

Section 25.3 Any employee who has health insurance from another source and who waives coverage under the City plan will receive one hundred fifty dollars (\$150) per month.

## ARTICLE 26 CLOTHING

Section 26.1. Clothing - The Employer will furnish each employee in the Water/Sewer Department, Wastewater Treatment Plant, and Street Departments with one (I) set of rain gear, work gloves, and muck boots for employees' use at job sites. **Employer shall also provide hard hats, ear plugs, safety glasses, knee pads, harnesses and any other specialized equipment and protective gear needed for specific duties and are property of the city after use.** Work gear listed above shall be replaced by the Employer when it is sufficiently worn.

The parties understand that rain gear, work gloves and rubber boots are the property of the City and will be returned to the City when an employee resigns, retires, or is terminated.

**Section 26.2 City shall furnish work clothing and protective equipment as deemed necessary by the responsible Department Head to protect the employee in their job assignments, as well as identifying all employees as City staff members. Failure to wear the provided clothing and safety gear maybe subject to disciplinary action. Supervisors and Department Heads shall determine if clothing is no longer serviceable and may not be worn on duty.**

**City agrees, employees will use the purchase order process. To receive any clothing or use any uniform allowance, the employee must be on active pay status.**

**The City shall provide the following items in the following manner;**

**The City shall provide new hires with an initial issue of five (5) sets of clothing. Should the new hire not pass probation and does not return the initially issued clothing, the city may take the cost of the initial issue from their last payroll check.**

<b>Covered By Clothing Allowance</b>	<b>Covered By City</b>
5 - Jeans or Pants	10 - Shirts (Combination Long / Short
1 - Toboggen	Employees choice
1 - Pair of Boots	5 - Hoodies
1 - Belt	1 - Pair of Bibs / Overalls (Replace as Needed)
1 - Jacket (Spring or Fall Weather)	1 - Winter Coat (Replace as Needed)
	1 - Pair of Muck Boots (Replace as Needed)
	1 - Pair Winter Gloves

**Clothing shall be offered once annually in January all other clothing and equipment shall be replaced on an as needed basis.**

**All purchase will follow the City’s purchasing process. “Per year” means calendar year.**

## **ARTICLE 27 MISCELLANEOUS**

Section 27.1. The City shall pay for all wastewater and water treatment courses or tests it requires for certification, operator's license, or license renewals. The City shall be the sole judge if an employee will be permitted to take at City expense the training and test for said licenses and be given the classification promotion. The City will pay for the training and test no more than twice. If an employee passes the test after the second attempt the city will reimburse the employee. If the position is one in which licensure is required, the employee must obtain the license within eighteen (18) months or be terminated for employees who bid into the position or are hired after January 1, 2008. Employees in departments other than that in which the class or license pertains may apply to the City to take said classes and tests. However, no transfer or promotion is promised or implied upon successful completion. An employee shall suffer no loss in pay who must be absent from work in order to take said course or exams. Neither shall an employee be eligible for overtime should the scheduled time extend past the employee’s scheduled work hours. Meals shall be reimbursed in accordance with current City legislation and mileage for personal vehicle use shall be the rate established by current City legislation.

Section 27.2. If the City requires an employee to obtain the required license to drive vehicles over a certain weight limit, as required by law, the City shall pay for any required training plus the original license fee. Renewal of such licenses shall also be paid by the Employer excluding any cost for regular driver's license.

Section 27.3. If space is available, employees shall be provided with a designated eating area and may have a microwave oven at the expense of the employees. Eating food on the City's premises is permitted as long as it is done on non-duty time.

Section 27.4. Effective January 1, 1996, Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in "Department of Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR 40). All testing required by the rules shall be paid for by the Employer for bargaining unit members (but not for pre-employment testing).

## **ARTICLE 28 WAIVER IN CASE OF EMERGENCY**

Section 28.1. In the event of a national, state, or local emergency as declared by the appropriate governmental body or official, any provisions of this Agreement related to assignment of workers and work rules may be suspended by the City, at its discretion, during the length of the declared emergency. In the event any such emergency is expected to exceed thirty (30) calendar days, the Employer will so notify the Union in writing. Upon written request of the Union, the parties may arrange to meet to discuss any mutual concerns.

Section 28.2. All time limits with respect to grievances shall automatically be suspended during the length of the declared emergency.

## **ARTICLE 29 SAVINGS CLAUSE**

Section 29.1. In the event that any provision of this Agreement is found to be unlawful by a competent court of law, all other provisions of the Agreement shall remain in full force and effect. Within thirty (30) days, the parties will meet in an attempt to negotiate lawful alternative language for the unlawful provision

## **ARTICLE 30 ALCOHOL AND DRUG TESTING**

The parties recognize the intention of the Employer to institute a random alcohol and drug testing policy pursuant to The City of Belpre Personnel Policy Manual, Section 6.12, Drug and Alcohol Testing. The alcohol and drug testing policy will become effective June 1, 2020.

The Union agrees it will not file a grievance, as provided for under this Agreement, or an unfair labor practice with the State Employment Relations Board, regarding the implementation of this alcohol and drug testing policy.

**ARTICLE 31**  
**DURATION**

Section 31.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 pm, December 31, 2025, unless another date is specifically stated in the Section.

Section 31.2. Should either party desire to modify or terminate this Agreement, such party shall give written notice of such intent no earlier than one hundred twenty (120) days or later than ninety (90) days prior to the termination date.

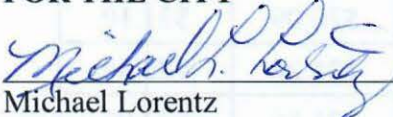
Section 31.3. This Agreement represents the full and complete understanding of the parties. It totally integrates all wages, hours, terms, and conditions of employment existing between the parties, eliminating all past and existing practices. This Agreement may only be changed in writing by the mutual consent of the parties.

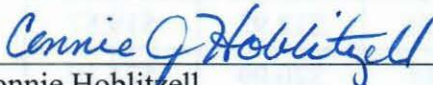
**SIGNATURE**

In Witness Whereof, the parties have hereunto signed by their authorized representatives this

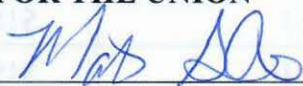
15th day of December, 2020.

**FOR THE CITY**

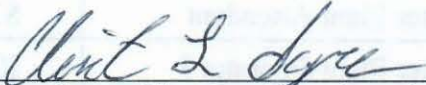
  
\_\_\_\_\_  
Michael Lorentz  
Mayor

  
\_\_\_\_\_  
Connie Hoblitzell  
Safety-Service Director

**FOR THE UNION**

  
\_\_\_\_\_  
Martin Shelton  
Staff Representative, AFSCME

  
\_\_\_\_\_  
Bryan Harpold - President, Local 3507

  
\_\_\_\_\_  
Clint Sayre, Vice President, Local 3507

**APPENDIX A-1  
BASE WAGE RATES**

Classification	2022 Rate	1/1/2023	1/1/2024	1/1/2025
		5.50%	5.00%	5.00%
Equipment Operator I	\$18.14	\$19.14	\$20.09	\$21.10
Equipment Operator II	\$19.21	\$20.27	\$21.28	\$22.34
Equipment Operator III	\$19.73	\$20.82	\$21.86	\$22.95
Laborer I	\$16.55	\$17.46	\$18.33	\$19.25
Laborer II	\$17.08	\$18.02	\$18.92	\$19.87
Laborer III	\$18.14	\$19.14	\$20.09	\$21.10
Meter Reader	\$17.08	\$18.02	\$18.92	\$19.87
Wastewater Plant Attendant	\$18.64	\$19.67	\$20.65	\$21.68
Wastewater Plant Operator I	\$20.24	\$21.35	\$22.42	\$23.54
Wastewater Plant Operator II	\$21.32	\$22.49	\$23.62	\$24.80
Wastewater Plant Operator III	\$22.34	\$23.57	\$24.75	\$25.98
Water Crew Foreman	\$23.42	\$24.71	\$25.94	\$27.24

**APPENDIX A-2  
LONGEVITY RATES**

**Employees Hired after December 1, 2022, will not receive years #1 and #2**

*Years of Completed Service 01/01      Rate Per Hour*

1	.07
2	.14
3	.45
4	.45
5	.45
6	.60
7	.60
8	.60
9	.75
10	.75
11	.75
12	.90
13	.90
14	.90
15	1.05
16	1.05
17	1.05
18	1.05
19	1.05
❖ 20 years and above	\$1.20



City of Belpre and AFSCME, Local 3507  
2022-2025 Collective Bargaining Agreement  
Final Agreement