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AGREEMENT BETWEEN

THE CITY OF AVON LAKE
BOARD OF MUNICIPAL UTILITIES

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO & CLC

LOCAL 1-865



EFFECTIVE 01/01/2023 THROUGH 12/31/2025

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I. PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Avon Lake, Ohio, Board of Municipal Utilities, hereinafter referred to as "The Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local 1-865, hereinafter referred to as "Union".

ARTICLE II. PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships between employer and employees, and to insure orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of all members of the Union in participating through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote efficiency of service to the citizens of Avon Lake;
4. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
5. To ensure the right of every employee to fair and impartial treatment.
6. To attract and retain qualified employees.

ARTICLE III. APPLICATION

3.01 The Employer agrees that the provisions of this Agreement will be administered on a fair and non-discriminatory basis. Work rules and other regulations will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of this Article, the matter shall be subject to the Grievance Procedure.

ARTICLE IV. RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other

terms and conditions of employment for all full time employees included in the bargaining unit positions of Water Plant Operations Supervisor, Line Maintenance Leader, Line Maintenance Technician, Line Maintenance Operator, Maintenance Specialist - WFP & WRF, Maintenance Technician - WFP & WRF, Chief Operator - WRF, Senior Operator, - WFP & WRF, Plant Operator - WFP & WRF, Operator-Training - WFP & WRF, Chief Lab Analyst, Lab Analyst, Laborer, Laborer I, Janitor - WFP, Cashier-Bookkeeper, Biller-Bookkeeper I, Customer Service Representative, Customer Service Clerk, Pretreatment Technician, Underground Asset Locator, Infrastructure Specialist, and Infrastructure Technician.

4.02 The Employer agrees not to contract out Utilities Department services that would result in the layoff of a bargaining unit member.

ARTICLE V. RIGHT TO MANAGE

5.01 Not by way of limitation of the following paragraph, but to indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. Hire, discharge, transfer, suspend and discipline employees for just cause;
2. Determine the number of persons required to be employed or laid off;
3. Determine the required qualifications of employees covered by this agreement;
4. Determine the starting and quitting time and the number of hours to be worked by its employees;
5. Make all reasonable rules and regulations;
6. Determine the work assignments of its employees;
7. Determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this agreement;
8. Determine the type of equipment used and the sequence of work processes;
9. Determine the making of technological alterations by revising either process or equipment, or both;
10. Determine work standards and the quality of work to be produced;

11. Select and locate buildings and other facilities;
12. Establish, expand, transfer and/or consolidate work processes and facilities;
13. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect the change in any respect legal status, management or responsibility of such property, facilities or processes of work.

5.02 In addition, the Union agrees that all the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement, are and shall remain exclusively those of the Employer.

ARTICLE VI. UNION RIGHTS

6.01 The Union shall have the right to appoint or elect representatives from its membership and such representative shall be authorized and recognized by the Employer to represent the Union in Employer/Union related matters. The names of the Union members so selected shall be certified in writing to the Employer.

6.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit without any unlawful interference, restraint, or coercion from the Employer, and shall respect the rights of all employees of the Employer.

It is hereby agreed that all full-time employees of the Employer serving in the positions stated in Article 4.01, may elect to become members of the Union. Any newly hired employee in the bargaining unit may, beginning the first day of employment, elect to become a member of the Union. The voluntary PAC contributions, initiation fee, assessments levied by the Union and periodic membership dues shall be deducted from each pay period of the month by the Employer from the payroll check of employees. Periodic Union dues, initiations fees and assessments and voluntary PAC contributions will be deducted from the pay of any employee eligible for membership in the bargaining unit upon receipt from the individual employee of a voluntary signed deduction authorization.

The Employer agrees to remit said deductions by the end of the calendar month to the International Union along with a check-off list. The check-off list will include the names of the Union

members, including their Social Security Number and their clock or employee number. This list will include all those for whom dues were deducted and also from those where no deductions were made, and the reason for non-deduction. If the compensation of an employee for any period is insufficient, the Employer shall make the deduction from the next pay period which is sufficient. The Employer agrees to provide an electronic copy of the remitted USW Form 5-115 or its equivalent and the check-off list to the Sub-1 Toledo area office each month.

The Employer agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers International Union Political Action Committee (USW PAC) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute. The signing of such PAC check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Employer.

The initiation fee, dues and assessments so deducted shall be in the amount established by the Union from time to time in accordance with its Constitution and Bylaws.

Provided a non-member makes a timely demand upon the Union, an internal procedure to determine a rebate, if any, for non-members which conforms to federal law shall be prescribed by the Union. Such internal rebate, procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work or employee organizations in the realm of collective bargaining.

After sixty (60) days of employment, a newly-hired employee will be covered by this Agreement. During his/her first twelve (12) months of employment, neither the employee nor the Union will have the right to grieve the employee's discharge from employment.

6.03 The Union shall have the right to solicit membership of all full-time employees of the Employer and the Employer agrees not to interfere with the rights of said employees to join and participate in lawful Union activities.

6.04 Meetings of the Union members shall be permitted on Employer premises, providing permission from the Chief Utilities Executive is obtained.

6.05 The Employer agrees that during working hours, one Union member while on the Employer's premises and without loss of pay may:

1. Post Union notices;
2. Transmit communications, authorized by its officers to the Employer or its representatives;
3. Consult with Employer representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application or claim of violation of any provision of this Agreement;
4. Subsections 1. through 3. above shall be permitted provided said activities are authorized by the Chief Utilities Executive.

6.06 A non-employee representative of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. Monday through Friday upon request and with approval of the Chief Utilities Executive or his/her designee. The purpose of visitation will be strictly for the administration of the contract and shall not interfere with the work of any employee or the operations of the Employer.

6.07 The Union may conduct a thirty-minute orientation of employment for newly hired bargaining unit employees during working hours.

6.08 The Union shall have its legal right under ORC Chapter 4117 to solicit additional membership and the Employer shall have its legal right under ORC Chapter 4117 to contest and/or oppose the expansion of the bargaining unit.

6.09 An employee has the right to the presence and advice of a Union Steward or other Officer at any disciplinary hearing.

ARTICLE VII. NO-STRIKE/NO LOCKOUT

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any Union member instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer for the duration of this Agreement.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services; and the fulfilling of its contractual agreements, and shall actively discourage any attempt to violate this Article. If any violation of this Article occurs during the term of this Agreement, the Union shall immediately notify all Union members that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited and not sanctioned by the Union and order all Union members to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

7.04 The Employer shall not lockout any Union member for the duration of this Agreement.

ARTICLE VIII. NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against or grant preferential treatment to any employee on the basis of race, color, creed, religion, national origin, military status, age, disability, sex, familial status, political affiliation or political activity allowed by law, or genetic information.

8.02 The Union and the Employer agree that membership in the Union is at the option of the employee and that neither will discriminate with respect to representation between members and non-members.

8.03 It is understood and agreed that words on one gender shall include the other gender.

ARTICLE IX. RULES, REGULATIONS AND WORK RULES

9.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business which do not violate a provision of the Agreement.

The Union has the right to submit a grievance under Article XXXIII of the current agreement to protest the discipline under any rules, policies, procedures or directives.

9.02 The Union agrees that its members shall comply with all rules and regulations, policies, procedures and directives, including those relating to conduct and work performance.

9.03 It is hereby mutually agreed that from time to time work rules may be discussed between the Union and the Chief Utilities Executive to insure a harmonious relationship, good working conditions and efficiency. Upon request, the Employer shall provide a full copy of all rules and policies.

9.04 The Union has the right to submit a grievance under Article XXXIII of this agreement to protest any new work rule when discipline including discharge for violation has been issued by management. New work rules shall be transmitted to the Union fifteen (15) days prior to their implementation unless an emergency exists; upon receipt, the Union may request a meeting with the Chief Utilities Executive to discuss the new work rule. Any new policies, procedures, directives or rules, must be issued to the employees and posted fifteen (15) working days, Monday through Friday, prior to its implementation unless an emergency exists.

The Employer shall provide a full copy of all rules and policies to all employees.

9.05 It is agreed that all rules, regulations, and policies issued by the Employer shall not be in conflict with any of the provisions of this Agreement.

ARTICLE X. JOB EVALUATION AND JOB CLASSIFICATION LANGUAGE

10.01 In the event that the parties to this agreement believe that a substantial change has occurred regarding any job classification covered in the Collective Bargaining Agreement, they may request a meeting to discuss the change or changes for purposes of reclassifying the job including but not limited to a wage adjustment. The decision of the Board of Municipal Utilities shall be final and shall not be subject to the grievance and arbitration procedure.

10.02 If a substantial change has occurred regarding any job classification covered by the Collective Bargaining Agreement or new job classification is established within the bargaining unit, the wage rate and job description for such job shall be as determined by the Board of Municipal Utilities. Before making the new rate effective, the Chief Utilities Executive will meet with the Union for purposes of negotiating the rate for such classification. In the event the parties are unable to agree upon a rate for such classification, the Chief Utilities Executive may put the rate into effect without delay.

Thereafter, the Union may file a grievance pursuant to Article XXXVIII of this Agreement on the single issue of whether the rate established by the Chief Utilities Executive is reasonable or unreasonable. If the grievance is submitted to arbitration, and the arbitrator determines that the rate is unreasonable, then the arbitrator shall have authority to set a new rate for such classification.

ARTICLE XI. JOB BIDDING

11.01 Upon determination by the Chief Utilities Executive that a bargaining unit position needs to be filled, the Employer shall post a notice of the position for five (5) consecutive working days at each facility, and invite bargaining unit employees to apply for such position. The Union shall be provided with a copy of the posting. The posting of the position shall include the requirements of the job, scheduled hours, rate of pay and a deadline for bargaining unit employees to apply. After the deadline for application, the position shall be awarded to the best qualified applicant as determined by the Chief Utilities Executive. The employee awarded the position shall have fifteen (15) working days to request to be returned to his/her former position. If no bargaining unit employees apply, or if no bargaining unit applicant is qualified as determined by the Chief Utilities Executive, then the Employer shall be permitted to fill such position from outside the bargaining unit. Avon Lake Regional Water employees within their first six (6) months of employment shall be eligible to apply for a posted position but shall only be eligible for consideration of appointment should there be no qualified applicants from within the bargaining unit. The successful bidder will be placed on a training probationary period for ninety (90) calendar days. If the employee fails to qualify, he/she shall be returned to his/her former position. Such 90-day probationary period does not shorten the 12-month probationary period from the date of initial hire. The employer shall provide written notice of the identity of all awarded job bidders to the Union.

Bargaining unit employees shall be permitted lateral or downward bids. However, the Employer reserves the right to deny a lateral or downward bid if in its judgment said bid would adversely affect the Department.

An employee awarded a promotional job bid shall be placed in a pay progression step of the new classification based on their qualifications at the time of being awarded the position. However, in no case will an employee be placed in a pay progression step that does not ensure an amount equal to, or greater than, the employee's current rate of pay.

(a) An employee awarded a lateral job bid shall retain his/her current rate of pay, at a minimum.

(b) An employee awarded a downward bid shall be placed in the same progression step of the new job that he/she held on his/her previous job.

Pursuant to ORCS 4117.10 (A), the provisions of this Article shall supersede and take precedence to conflicting rules of the Civil Service Commission.

ARTICLE XII. REQUIRED COURSES

12.01 The Employer agrees to pay course fees and time spent in class or online for courses required by Ohio EPA for a bargaining unit member to maintain his/her State of Ohio certification which is also necessary for the employee to perform the job pursuant to the job description. Should the employee have a higher certification in that particular field the Employer agrees to pay as noted herein to maintain such certification. Time spent in class or online occurring outside an employee's regular working hours shall be paid at the regular hourly rate and will not count toward the employee's normal forty (40) hour work week for the purposes of overtime compensation.

The Employer will reimburse for courses, whether in person or online, leading to Ohio EPA Operator certification for those bargaining unit members who lack Ohio EPA Operator certification but who seek to achieve Ohio EPA Operator certification. Upon successful certification by Ohio EPA, employee shall submit applicable expenses for reimbursement from the Employer.

In order to qualify for payment of either the course, whether to maintain an existing certification or achieve new Ohio EPA Operator certification, the employee must obtain the pre-approval by the Chief Utilities Executive prior to the course being taken.

The Employer will attempt to schedule these courses from time-to-time on an in-house basis, and also agrees not to unreasonably disapprove attendance at courses held within Northeast Ohio. Should the Employer schedule the course, employees will be given a two (2) week advance notice of the course.

ARTICLE XIII. SAFETY AND HEALTH

13.01 The Employer and the Union shall cooperate fully in matters of safety, health and sanitation affecting the Union members covered by this Agreement.

13.02 A joint Safety Committee shall be formed consisting of one (1) Union representative from each division within Avon Lake Regional Water and equal representatives designated by the Employer. The divisions shall be as listed in the Letter of

Understanding regarding Joint Communication Forum.

The Safety Committee shall perform functions to ensure a safe work environment such as:

1. advise the Employer on matters concerning the safety and health of its employees;
2. recommend various types of employee training related to assuring work is performed in a safe manner;
3. meet every other month on the first Monday to discuss safety matters and to provide minutes of such meetings to the Chief Utilities Executive and the Union;
4. tour a division on an as need basis.

13.03 The Employer will provide all employees with a photo ID within thirty (30) days following ratification of the contract.

13.04 An employee who, as a result of an industrial accident, is unable to return to his/her assigned job for the balance of the shift on which he/she was injured, will be paid for any wages lost on that shift and for one additional follow up appointment provided that the employee provides proof of the appointment.

13.05 The Employer shall reimburse an employee up to \$200.00 maximum (with receipts) for the cost of prescription safety glasses for those employees who are required to wear prescribed glasses. A copy of a medical professional's recommendation shall be required with the reimbursement request. This benefit will only be paid out on an as-needed basis when the prescription has changed or safety glasses are damaged. The Employer has no obligation to replace or repair such items more than once per calendar year.

ARTICLE XIV. INJURY LEAVE

14.01 When an employee suffers a serious compensable work-related injury or occupational illness in the course of and arriving out of employment with the Employer which prevents the employee from performing normal work duties, modified or light duty work may be provided if available. The Chief Utilities Executive shall have the final determination on providing modified or light duty work.

14.02 In the event of an on-the-job injury, where the employee elects to seek a worker's compensation award for lost work time, the Employer will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his workers' compensation award. At that time,

the employee shall reimburse the Employer for all wages and benefits paid on his behalf and his credit through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the worker's compensation award is received.

ARTICLE XV. LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE

15.01 One Year Restriction: With the consent of the department head, an appointing officer may grant a leave of absence without compensation, for a definite or an indefinite period not to exceed one year. Such absences may be granted for good cause among which the following shall be deemed proper: temporary physical disability, or study or training of value in connection with the Municipal service. Military leave of absence shall be granted in conformance with federal and state law and shall only be limited by the duration of any call-up notice.

15.02 Reinstatement Upon Return: An employee returning after a leave of absence without pay shall be reinstated in his/her former position; provided, however, that the appointing officer during such absence has not found it necessary to fill the position and upon notification to the absent employee to this effect the latter has refused in writing to curtail his leave and return to work or has failed to respond to his/her notification.

15.03 All employees of the Employer, returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

15.04 Extension of One Year Leave: Where an employee has been injured in line of duty, an appointing authority may grant such extensions beyond the regular one-year maximum leave allowed under provisions of Section 22.01.

15.05 Unauthorized Absence: Whenever a full-time employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month (unless absent for authorized leave), the amount paid shall be in proportion to the time actually employed for this class.

15.06 Employees absent from work for unauthorized reasons not included in this or other Articles and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three or more consecutive working days may be considered by the department head as automatic resignation.

15.07 In the event of the death of a member of the employee's or the employee's spouse's "immediate family", said latter term being defined as set forth in paragraph 16.03 (2) herein, said employee

shall be allowed bereavement leave with pay up to five days, to be charged as follows:

1. Three days, bereavement leave in state and up to five (5) days bereavement leave out of state with appropriate documentation.
2. From four to said maximum of five days of bereavement leave, if taken, shall be charged as sick leave.

In case of the death of an aunt, uncle, nephew or niece of the employee or the employee's spouse, an employee shall be allowed leave with pay for two (2) days in state and three (3) days out of state. Such leave shall be charged as sick leave.

15.08 Should an employee be required to serve as a juror or testify as a witness pursuant to subpoena or court order issued by a court of record and of competent jurisdiction, the Employer shall pay to such employee that amount which the said employee was to receive as pay from the Employer based on his/her pay rate for the time required to fulfill the jury duty or witness call responsibility, if any.

15.09 In the event of an on the job injury, and the employee elects to seek a Workers' Compensation Award for lost work time, the Employer will continue to pay the employee sick pay upon written request, providing that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his Workers, Compensation Award. At that time, the employee shall reimburse the Employer for all wages and benefits paid through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this procedure is to insure the employee continuous income until the Workers, Compensation Award is received.

ARTICLE XVI. SICK LEAVE

16.01 Sick leave shall be provided to each full-time employee in accordance with State law and the provisions of this Contract.

16.02 Sick Leave Accumulation:

1. Each full-time new employee shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four months of his/her accumulation of sick leave.
2. Sick leave shall be accumulated at the rate of one-and-one-fourth (1 1/4) days per month. (one day equals an eight (8) hour shift.)
3. Accumulation of sick leave shall be unlimited.

4. Any full-time employee who has been employed with another public agency or political subdivision shall be credited with the unused balance of his/her accumulated sick leave from such public agency or subdivision.
5. The previously accumulated sick leave of a full-time employee who has been separated from public service shall be placed to his/her credit upon his/her re-employment, provided his/her employment takes place within ten years of the date on which the employee was last terminated from public service, unless the employee has elected to receive termination pay under Section 16.04.

16.03 Granting of Sick Leave:

1. Each employee shall furnish a written, signed statement on forms prescribed by the Employer to justify the use of sick leave. Such form will be made available by the department head and submitted to the department head when completed by the employee.
2. Sick leave may be used in the case of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. The term "immediate family" means father, mother, brother, sister, husband, wife, child and grandparents, grandchildren, step parents, step children, step brothers and step sisters of the employee and/or his/her spouse. It does not provide extended leave for chronic illness within the immediate family.
3. If medical attention is required, or if the absence exceeds four (4) consecutive eight (8) hour work shifts, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave at the discretion of the Employer.
4. The appointing authority or his/her designee in the employee's department may request such certificate.
5. Full-time employees shall be charged for sick leave at a rate equivalent to the amount of time an employee is absent. The minimum amount of time charged shall be one half hour.
6. Sick leave may be used in segments of not less than one half (1/2) hour.

16.04 Conversion of Sick Leave:

An employee may elect each year to have the Employer buy back a maximum of one-hundred-twenty (120) hours of sick leave for the current year provided the employee maintains a balance of 480 hours. A written request must be completed by the employee to do so and submitted to the Employer no later than December 15 of the year of the actual conversion. The employee shall specify in writing the number of sick leave days to be converted. The rate of conversion will be one (1) day of pay at the employee's regular hourly rate for each two (2) days of sick leave converted. The conversion will result in the employee having his/her sick leave account reduced by the number of sick leave days converted. Converted days will not count as "hours worked" in the week paid out for the purpose of calculating overtime, and the leave converted under this program is done on a last in, first out basis.

The employee will receive the payout no later than the first pay day of the next year. No employee shall be permitted to convert any more leave than he/she would otherwise earn in a calendar year less any leave used in that calendar year.

16.05 Payment for Unused Sick Leave upon Retirement:

1. A full-time employee, at the time of acceptance for retirement by the Public Employees Retirement System, if he/she has ten or more years of full-time service as an employee of the City of Avon Lake may elect to receive termination pay.
2. Each full-time employee who qualified shall receive fifty percent (50%) of his/her accumulated sick leave credit up to a maximum of one-hundred-twenty (120) days. Payment shall be based on their daily rate of pay at the time of retirement and shall not exceed sixty (60) days of accumulated unused sick leave.

A full-time employee accepted for retirement by the Public Employees Retirement System before December 31, 2025 will receive one hundred percent (100%) of his/her accumulated sick leave up to a maximum of one hundred twenty days based on his/her daily rate of pay at the time of retirement.

- a. Payment under this provision shall eliminate all sick leave credit.
- b. No employee shall receive more than one payment.
- c. Should termination of employment be due to death of the employee, such remaining accumulated pay shall be paid in the following descending order:

1. First, to the surviving spouse;
2. Second, to a duly authorized representative of the employee's minor child or children if there is no spouse surviving;
3. Third, to the executor, administrator, or duly authorized representative of the estate of the deceased employee if there are no minor children.

3. The Board of Municipal Utilities agrees that Section 260.24 of the Codified Ordinances of Avon Lake shall apply to bargaining unit employees.

16.06 If an employee uses sick time in a way which, in the reasonable judgment of the Employer, constitutes a pattern of abuse, the employee will be required to provide doctor's excuse to verify use of sick time. Examples of pattern of abuse include but not limited to: repetitive use of sick time before and after weekends, repetitive use of sick time before and after holidays, repetitive use of sick time before and after scheduled vacation, and absences occurring repetitively when undesirable jobs or assignments are required.

ARTICLE XVII. HEALTH INSURANCE

17.01. All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. The City shall offer a base plan and may offer alternate plans, (less expensive and/or a buy-up plan[s]). Cost containment measures may be adopted by the City pursuant to the provisions of Section 17.03 herein.

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

Effective January 1, 2021, a High Deductible Health Plan through a Health Reimbursement Account ("HRA") Plan shall be the base plan.

Annual deductibles for the HRA Plan shall be:

\$3000 for single coverage in network

\$6000 for family coverage in network

The Employer will annually fund the Health Reimbursement Account

of each enrolled and participating employee based upon the applicable coverage up to the following maximum amounts:

Up to \$3000 for single coverage

Up to \$6000 for family coverage

The Employer will make available a High Deductible Health Savings Account (HSA) plan as an alternate plan with the following deductibles and Employer contributions to the account of each enrolled and participating employee based upon the applicable coverage as follows:

	<u>Annual Deductible</u>	<u>Annual City Funding</u>
Single Coverage	\$3000	\$2000
Family Coverage	\$6000	\$4000

Commencing with plan year 2021, the above contributions will be made semi-annually in January and July respectively.

<u>Semi-Annual</u>	<u>Funding</u>	<u>Plan year 2021 and forward</u>
	Single Coverage	\$1000
	Family Coverage	\$2000

17.02. Cost Sharing. Participating employees shall be required to share in the cost of health care coverage up to the maximums set forth in this Agreement and permitted by the Patient Protection and Affordable Care Act (ACA) as may be applicable. The Employer shall pay the equivalent of eighty-five percent (85%) of the base plan offering towards the employee's medical, dental, vision and prescription drug coverage. The Employer contribution for the base plan will be applied to all alternate plans offered. An employee shall be responsible for any cost in excess of the City base plan contributions.

17.03. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the base plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish bylaws/ground rules and the parties recognize that no by-law/ground rule can supersede or conflict with the provisions herein.

The committee shall consist of the following representatives from the recognized bargaining units, non-bargaining employees, and administration. Each representative must be an active participant in an Employer provided group health care plan except as otherwise

provided herein.

FOP/OLC - Dispatchers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Patrol Officers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Sergeants and Lieutenants: One (1) employee representative selected by the applicable bargaining unit employees

IAFF: One (1) firefighter/paramedic representative selected by the applicable bargaining unit employees

IAFF: One (1) rank officer representative selected by the applicable bargaining unit employees

USW LOCAL 836: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 836-1: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 1-865: One (1) employee representative selected by the applicable bargaining unit employees

Non-bargaining unit: One (1) employee representative selected by the non-management, non-bargaining unit employees

Administration: Up to five (5) administrators/department heads selected by the Mayor/designee; and one of the administrators shall be the Director of Human Resources, whether a plan participant or not.

The Mayor, plus one staff representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the Employer's health care consultant, and labor relations consultant of the Employer may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the base plan and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the Employer's health care consultant and the applicable plan provider. Specifically, the committee may

recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 2; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the Employer, and will be implemented by the Employer.

If, however, the health care committee fails to submit a timely and valid recommendation for the following plan year, Option A shall apply and will be implemented.

The health care committee may also recommend alterations to any of the alternate plans; however, the Employer retains the right to determine the provision and benefit levels of any alternate plan(s).

17.04 "Opt-Out". The Employer will provide members of the bargaining unit a cash incentive plan for those eligible employees electing to "opt-out" of the medical, dental, vision and prescription drug coverage that is made available. Any bargaining unit member that elects to "opt-out" of family or single insurance coverage shall receive a cash incentive equal to forty percent (40%) of the Employer's share of the monthly premium cost of the base plan. To be eligible, the employee must show proof annually of insurance from an alternative source, excluding the Employer. The Employer shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the Employer during open enrollment periods throughout the duration of this collective bargaining agreement, or upon a qualifying event. The Employer shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

ARTICLE XVIII. LIFE INSURANCE

18.01 The Employer shall provide full premium payment for all eligible full-time employees for a minimum of Fifty-Thousand Dollars (\$50,000.00) life insurance.

ARTICLE XIX. WAGES AND RATES OF PAY

19.01 Commencing on January 1, 2023 a four percent (4%) general wage increase shall be added to all of the Steps of the present wage scales.

Commencing on January 1, 2024: a two percent (2%) general wage increase shall be added to all of the Steps of the present wage scales.

Commencing on January 1, 2025: a two percent (2%) general wage increase shall be added to all of the Steps of the present wage scales.

Paydays for all employees covered by this Agreement shall be on the Friday of the week following scheduled pay periods throughout the term of this Agreement.

19.02 In addition to the above-mentioned increases, any plant operator (WFP & WRF & Distribution) holding a Class IV operating permit from the State of Ohio shall be paid by separate check, a yearly payment of Three Thousand Dollars (\$3,000) beginning on the pay date preceding December 1, 2022 and each December 1st thereafter. Any plant operator (WFP & WRF & Distribution) holding a Class III operating permit from the State of Ohio shall be paid by separate check, a yearly payment of Eighteen Hundred Fifty dollars (\$1,850) beginning on the pay date preceding December 1, 2022 and each December 1st thereafter. Any plant operator (WFP & WRF & Distribution) holding a Class II operating permit from the State of Ohio shall be paid by separate check, a yearly payment of One-Thousand one hundred Dollars (\$1,100.00) beginning on the pay date preceding December 1, 2022 and each December 1st thereafter.

For employees hired as Plant Operator after the ratification of the contract effective July 1, 2017, a Class I Certification is required for a Plant Operator to qualify for Step 2 of the Wage Progression. A Class II Certification is required for a Plant Operator to qualify for Step 4 of the Wage Progression. A Class III Certification is required for a Plant Operator to qualify for Step 5 and up of the Wage Progression.

19.03 An employee who works as a plant operator will receive the operator's pay at the employee's present step for time spent replacing such operator. The employee, in order to receive the operator's pay, must have an appropriate, valid Class I operating permit from the State of Ohio.

19.04 An employee who maintains a valid Class B Commercial Driver's License shall be paid Four Hundred Dollars (\$400.00) annually. An employee who voluntarily maintains Class A Commercial Driver's License shall be paid Four Hundred Fifty Dollars (\$450.00)

annually. Payment shall be issued by separate check on the pay date preceding each October 1st of each year. The Employer agrees to continue the practice of paying the renewal fees for all certified licenses.

An employee who maintains Welding or Back-Flow certifications or other certifications approved by the Employer shall be paid by separate check on the pay date preceding each December 1st a yearly payment of \$350.00 beginning on December 1, 2022 and each December 1st thereafter. An employee who maintains an Electrician, Industrial Pre-treatment Inspector or Plumbing certification will be paid by separate check on the pay date preceding each December 1st a yearly payment of \$1,200.00 beginning on December 1, 2022 and each December 1st thereafter.

Additionally, the Employer, at its discretion, may approve other paid certifications at any time during this agreement.

19.05 In recognition of the Employer undertaking operation of additional facilities/infrastructure on a contract basis, which contract may terminate at any time, employees in certain job classifications are required to perform additional and higher-level responsibilities and will be eligible for an annual stipend as set forth below.

(a). ETL Stipend: Any employees in the classifications of Engineering Specialist, Customer Service Representative, Maintenance Specialist - WFP, Maintenance Technician - WFP, Senior Operator - WFP, Operator - WFP, and Laborer - WFP who perform any services during a calendar year on the ETL project shall be paid an annual stipend of \$2,500.00 payable in quarterly installments.

Any employees in the classifications of Line Maintenance Leader-Distribution, Line Maintenance Operator-Distribution, Line Maintenance Technician-Distribution, and Laborer-Distribution who perform any services during a calendar year on the ETL project shall be paid an annual stipend of \$2,500.00, payable in quarterly installments.

Effective with the ratification of this agreement, any employee in the classification of Maintenance Specialist - WRF or Maintenance Technician - WRF who perform any services on the ETL project during a calendar quarter shall be paid a quarterly stipend amount of \$625.00, payable in the 1st pay period after the quarter ends. For the purpose of this section a calendar quarter is defined as: 1st Quarter January, February, March. 2nd Quarter April, May, June. 3rd Quarter July, August, September. 4th Quarter October, November, December.

The Employer may suspend or cancel the ETL Stipend at any time based on the cancellation or non-renewal of its contracts with these customers, upon giving notice to the Union and an opportunity to discuss the effects of same.

19.06 Each classification will follow the below seven step procedure:

- | | |
|--------|--------------------------|
| Step 1 | Minimum Hire rate |
| Step 2 | Mandatory after 1 year |
| Step 3 | Mandatory after 2nd year |
| Step 4 | Mandatory after 3rd year |
| Step 5 | Only upon recommendation |
| Step 6 | Only upon recommendation |
| Step 7 | Only upon recommendation |

** Wage progression chart to be maintained outside of contract document.

19.07 The Employer acknowledges that the Customer Service Representative Classification job duties are a combination of multiple positions and will therefore assign multiple employees to perform the duties of the classification.

ARTICLE XX. ROTATING AND FILL IN SHIFT DEVIATION PREMIUM

20.01 All employees assigned to a shift which is considered a deviated shift, shall receive annual premium pay in the amount of \$1,200.00. All Maintenance Technician employees shall receive premium pay in the amount of Eight Hundred Dollars (\$800.00) each calendar year. Premium pay shall be paid on the scheduled pay day immediately preceding August 1st of each year.

20.02 In order for employees to receive deviation shift premium he/she must fill in for rotating shift employees for at least one hundred twenty (120) hours during each twelve-month period beginning each August 1st. Overtime hours worked on any shift shall be excluded.

The Employer agrees that the Chief Operator, Senior Operator and the Operation Supervisor positions are eligible for the rotating shift deviation premium under the same terms and conditions as the Maintenance Technician per Section 20.02 of the contract.

20.03 Hours of work are defined as working or duty hours, including hours paid for vacations, sick leave, or other paid authorized absences. Overtime hours will not be counted or computed in determining the basic computation requirement.

20.04 In the event that management elects, at any time during the life of this Agreement, to assign personnel on the basis of a non-

rotating shift, it is hereby understood and agreed upon, that all rotating shift employees covered by this Agreement shall not have such premium pay diminished or reduced.

ARTICLE XXI. HOURS OF WORK

21.01 During the period of this Agreement, each employee covered by this Agreement shall work a normal tour of duty which shall be an eight (8) hour tour and shall be so assigned by the Chief Utilities Executive.

21.02 All hours worked shall be calculated after rounding to the nearest quarter of an hour.

ARTICLE XXII. OVERTIME COMPENSATION

22.01 Overtime compensation for work in excess of an eight (8) hour tour of duty or in excess of a normal forty (40) hour week shall be paid at the rate of one-and-one-half (1 1/2) times the basic hourly rate. For the purpose of this section, hours paid for vacation, holidays, compensatory time and sick time shall be calculated as time actually worked.

1. In the case of shift workers, this overtime compensation shall be paid for all hours worked in excess of forty (40) hours in a one-week period or in excess of an eight (8) hour tour of duty.

22.02 The basic hourly rate shall be determined by dividing the employee's bi-weekly wage by eighty (80) hours.

22.03 In the event of any call in of an employee or employees for purposes of working overtime, it is agreed that a minimum of three (3) hours pay at the overtime pay rate of one-and-one-half (1 1/2) times the basic hourly rate shall be paid to those employees who respond to such call in, regardless of whether or not a full three hours is worked on said call in order.

22.04 In the event an employee is called in to work overtime on a Sunday or a paid holiday, he shall be paid at the rate of two (2) times his/her basic hourly rate for the hours worked on the Sunday or paid holiday and also for any hours worked in the next calendar day which are a continuation of that call-in.

22.05 The Employer and the Union agree that during the life of this Contract, the Employer at its option may designate one employee per week on a rotating basis to be "on call". Any employee assigned to "on call" status will be entitled to call-in pay of four (4) hours for checking pumps on Saturdays, Sundays, and holidays falling within his/her "on call" assignment. In the event that any additional work is assigned on Saturdays, Sundays or

holidays, such additional work will be the subject of a separate and additional overtime ticket and a separate and additional call-in allowance pursuant to Section 22.03 for any such designated "on call" employee.

22.06 All employees shall be entitled to accumulate up to one hundred twenty (120) hours of compensatory time in lieu of overtime pay, which hours will be calculated after application of applicable premium rates. Request for use of compensatory time shall be made by the employee to the department head who shall have sole discretion in compensatory time usage. Employees who are unable to use all their banked compensatory time shall be paid for the same in cash, at the regular rate of compensation for each such employee at the time of payment. As employees use compensatory time, they may add time to the accumulated time as long as the total accumulated time does not exceed one hundred twenty (120) hours.

ARTICLE XXIII. HOLIDAYS

23.01 All non-shift employees covered by this Agreement shall be granted a twenty-four (24) hour period of time off for each of the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Five (5) personal holidays granted after 1st anniversary date of employment

Full-time employees covered by this Agreement shall be given the above holidays off with one day's regular eight-hour pay. In the event a holiday falls on a Sunday, the next following day, Monday, shall be the holiday. In the event a holiday falls on a Saturday, the preceding day, Friday, shall be the holiday.

23.02 All shift employees shall be granted an eight (8) hour period of time off with pay for each holiday in 23.01 provided they do not work on said holiday. However, should a shift employee work on any holiday listed above in 14.01, he/she shall receive Sixteen (16) hours of time off with pay. Said Sixteen (16) hours shall be pro-rated in the event the shift worker does not finish his/her tour of duty on any of said above listed holidays. Such time off shall be taken during the twelve-month period following such holiday at such time as selected by the employee, as may be approved by the Chief Utilities Executive, or the employee may request that such unused time off be paid in cash at his/her regular rate in lieu of time off. In no event shall such time off be granted prior

to any of the above-mentioned holidays.

23.03 Personal holidays under Sections 23.01 and 23.02 shall be scheduled with the approval of the Chief Utilities Executive between January 1 and December 31 of each calendar year and may not be accumulated. An employee will be allowed to schedule time off under a personal day, in segments of not less than one half hour.

An employee shall be compensated for all personal holidays not taken prior to December 31 of each year no later than the end of January immediately following at the rate of pay in effect in the preceding December.

23.04

1. Upon retirement or termination of employment with the Employer, an employee shall be compensated for any unused holiday time and personal holiday time. Compensation shall be an hourly rate computed by dividing the employee's bi weekly wage by eighty (80) hours, times the number of unused holiday or personal holiday hours accumulated.

2. In the case of a deceased employee, holiday pay shall be paid to the next of kin or executor or administrator of the estate.

23.05 An employee will be allowed to schedule time off under a personal day in segments of not less than one half hour.

23.06 An employee will be allowed to schedule a personal day by giving notice prior to the start of his/her shift but to make it easier on coworkers, try to give at least forty-eight hours' notice.

ARTICLE XXIV. VACATIONS

24.01 All full-time employees covered by this Agreement who have been in the continuous employment of the Employer for a period of twelve (12) months or more preceding January 1 of any calendar year, shall be allowed an annual vacation with pay of two normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months preceding January 1 of any calendar year will receive one full day of vacation for each full month of employment during the previous year up to a maximum of two normal weeks.

24.02 All full-time employees who have been in the employment of the Employer for a period of five (5) years of continuous service shall be granted three (3) weeks of vacation with pay, after ten (10) years of continuous service shall be granted four (4) weeks

of vacation with pay, and after twenty (20) years of continuous service shall be granted five (5) weeks of vacation with pay. All earned vacations shall become effective on the following January 1st after completion of the above years of service.

1. In addition to the above, in the year of the employee's fifth, tenth, and twentieth anniversary date of employment, and only in those years, he/she shall be granted one (1) additional day of vacation for each two (2) full months of time remaining in the calendar year, beginning with his/her anniversary date. The Employee shall be allowed use of this prorated, additional vacation time only on or after his/her employment anniversary date. This prorated vacation shall be taken prior to December 31st, and cannot be carried over into the next year.

24.03 Vacation may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless an extension is authorized by the Board of Municipal Utilities. Additionally, the computation of vacation time shall not be on a cumulative basis.

24.04 An employee whose employment with the Employer is terminated, laid off, or who voluntarily resigns, or upon retirement, shall be paid for vacation time earned the previous year but not yet taken, and earned but not yet taken in the year of termination, lay off, resignation or retirement. Compensation shall be calculated by dividing the employee's bi-weekly wage by eighty (80) hours, times the unused hours of vacation provided the employee has twelve (12) months or more of continuous service.

24.05 Vacation allowance calculated on the basis of Section 24.04 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.

24.06 Vacation time shall be scheduled as nearly as possible to conform with the proper functioning of the Department as, well as to suit the convenience of the employee, and is subject to the approval of the Chief Utilities Executive, and subject to the review of the Board of Municipal Utilities.

24.07 Recognizing that it is the employee's responsibility to schedule and use vacation time, but also that from time-to-time operational requirements of the Employer may limit an employee's ability to take previously-scheduled vacation time, if an employee has previously scheduled and been approved for vacation time during the month of December in any year, and due to operational requirements he/she is required to work instead of using that vacation time, then the employee will be paid for the time worked, and receive additional compensation at one-and-one half times his/her regular rate for all hours worked in lieu of the vacation

time. In no event shall employee be permitted to accumulate or carry-over vacation time to the following year, unless as authorized by the Board of Municipal Utilities pursuant to Section 24.03.

24.08 Members of the bargaining unit shall be eligible to "cash-in" up to ten (10) vacation days per year at the employee's appropriate hourly rate. Reimbursement for unused vacation days shall only be in full day (8 hours) or half day (4 hours) increments. At the end of the year, members will be paid any remaining vacation amount up to the allowed ten (10) days per year. The employee shall receive payment for the "cashed-in" vacation days on the next payday after "cashing out."

24.09 All bargaining unit employees, who have served in any branch of the United States military and who have received an honorable discharge, shall receive vacation credit for such time served. Active duty time will be used for the basis of vacation calculation and such time shall be restricted to the past fifteen (15) years. Active duty will be defined for these purposes as time listed on the official DD 214 discharge paperwork itemized as "active duty" and as outlined in Title 38 of the US Code.

24.10 An employee shall be entitled to vacation credit or prior service credit for tenure with another County appointing authority, the state, or other political sub-division of the State of Ohio. Proof of prior employment by another employer shall be in the form of a notarized letter from the employer stating service dates or certified service credit report from Ohio Public Employee Retirement System (OPERS). Such credit shall be restricted to the previous twenty (20) years of service.

ARTICLE XXV. LONGEVITY

25.01 The following longevity compensation plan has been established for eligible full-time employees:

CONSECUTIVE FULL YEARS OF SERVICE	AMOUNT OF ANNUAL LONGEVITY PAY
5 YEARS	\$500.00
6 YEARS	\$600.00
7 YEARS	\$700.00
8 YEARS	\$800.00
9 YEARS	\$900.00
10 YEARS	\$1,000.00
11 YEARS	\$1,100.00
12 YEARS	\$1,200.00
13 YEARS	\$1,300.00
14 YEARS	\$1,400.00
15 YEARS	\$1,500.00
16 YEARS	\$1,600.00
17 YEARS	\$1,700.00
18 YEARS	\$1,800.00
19 YEARS	\$1,900.00
20 YEARS	\$2,000.00
21 YEARS	\$2,100.00
22 YEARS	\$2,200.00
23 YEARS	\$2,300.00
24 YEARS	\$2,400.00
25 YEARS OR MORE	\$2,500.00

25.02 Longevity compensation shall be paid to eligible full-time employees. Longevity compensation shall be paid by separate check on the scheduled pay day immediately preceding November 1st.

25.03 Any full-time employee receiving longevity compensation as set forth in Section 20.01 of this Article shall, in addition thereto, be required to be employed and work no less than eighteen hundred (1800) hours during the twelve (12) months preceding the computation of said compensation.

25.04 Longevity compensation rates are to be computed on continuous years of employment service and not upon any wage or salary rate. Service for purposes of longevity compensation is defined as a full-time position of trust or employment in the service of the Employer involving no less than eighteen hundred (1,800) hours of work per twelve (12) month period from December 1 until December 1 of the following year.

25.05 Hours of work is defined as working or duty hours including hours paid for vacations, sick leave or other paid authorized absences. Overtime hours worked will not be deducted or computed in determining the 1,800-hour basic computation requirement for an eligible service year.

25.06 For full-time employees who leave the service of the City of Avon Lake other than discharge or resignation, the following provisions for longevity compensation shall apply:

1. Separation from public service because of death, or permanent disability, longevity compensation will be prorated and paid as of the time of separation. In the case of deceased employee, longevity compensation shall be paid to the next of kin or executor of administrator of the estate.
2. Any employee retiring before December 1 of the calendar year shall receive longevity compensation on a pro-rata basis as determined on the date of this retirement payable at the time of retirement.

25.07 In computing longevity compensation for the first eligible year, the employee shall be compensated on a pro-rata month-to-month basis, determined by the number of months (an eligible month for pro-rata being 20 or more days) between the employee's fifth anniversary date of employment and the next December 1. Such pro-rata compensation shall be added to the first entitlement longevity compensation.

25.08 The monetary value of proration as described in this Section shall be determined by the following formula: eligible months divided by 12, times the entitlement amount of Section 20.01 of this Article.

ARTICLE XXVI. UNIFORMS

26.01 Employees shall continue to be furnished work clothes, including lab coats and equipment where necessary as determined by the Chief Utilities Executive.

26.02 The Safety Shoe Allowance which was paid by the Employer to eligible employees pursuant to the parties, prior Agreement shall be \$250. Payment will be made by the Employer on a separate check on the payday immediately preceding each April 1st during the terms of this Agreement. Newly hired employees within the first twelve (12) months of employment are entitled to this allowance after sixty (60) days of continual employment.

On an as needed basis, as determined by the Chief Utilities Executive "Carhart" type coveralls or pants and jackets will be

provided and replaced for employees normally working outside during cold weather. Once the Employer and the Union agree that Carharts are necessary, delivery will be in within two (2) weeks or as practicably possible. Coveralls or pants and jacket so replaced shall be turned in to the Manager.

ARTICLE XXVII. MILEAGE

All regular full-time employees required to use their personal cars in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the then current IRS rate.

ARTICLE XXVIII. EDUCATION INCENTIVE

Any full-time employee covered by this Agreement who has attained an Associate's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$450.00 per year while in the employ of the Employer.

Any full-time employee covered by this Agreement who has attained a Bachelor's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$500.00 per year while in the employ of the Employer.

Any full-time employee covered by this Agreement who has attained a Master's Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$750.00 per year while in the employ of the Employer.

Any full-time employee covered by this Agreement who has attained a Doctorate Degree in an area directly related to the job the employee is performing shall be entitled to additional compensation pursuant to the following schedule: \$1,000.00 per year while in the employ of the Employer. Such compensation shall be paid annually by separate check on the first payday preceding June 1st of each year.

Such compensation may not be cumulative with payment for the highest degree earned. The determination as to whether an employee is eligible for the Education Incentive shall be made by the Employer. There shall be no educational incentive compensation paid for additional education when such education is a requirement of the job.

Such compensation shall not be paid until such time as the employee furnishes to his/her department head a certificate from an

accredited educational institution evidencing that the employee has satisfactorily completed all requirements necessary to be granted a degree by said educational institution. Copies of said certificates shall be forwarded to the Finance Department and shall be filed with the employee's permanent records.

The Employer will not provide the employee any reimbursement for expenses which such employee might incur in obtaining a degree, such as tuition, books, fees, travel expenses, etc., nor shall compensation be paid to said employee for time expended by said employee in attending such educational institution. The department head is not authorized to allow the employee time off from his/her regularly assigned job in order to attend such educational training and such training must be accomplished on the employee's own personal time.

Pursuant to the Employer, bargaining unit employees shall be permitted time off with pay to attend seminars or work-related training classes.

Any full-time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this article.

ARTICLE XXIX. PAYROLL DEDUCTIONS

29.01 Credit union deductions shall be made upon presentation of a written deduction authorization by an employee for such purpose. Credit Union deductions shall be limited to only one credit union which shall be the same credit union for all employees.

ARTICLE XXX. PUBLIC EMPLOYEES RETIREMENT SYSTEM CONTRIBUTION PICK-UP

30.01 (a) The Employer's method of payment of salary and its provision of fringe benefits to those who are members of the Ohio Public Employees Retirement System (OPERS), are as follows, in order to provide for a salary reduction pick-up of employee contribution to OPERS, in accordance with Internal Revenue Code Section 414 (h) (2) and the rulings thereunder.

(b) The total annual salary and salary per pay period for each such employee shall be the salary otherwise payable under the Employer policies. Such total annual salary and salary per pay period of each employee shall be payable by the Employer in two parts: deferred salary and cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required, from time to time by OPERS, to be paid by an employee and shall be paid

by the Employer to OPERS, on behalf of said employee as a pick-up and in lieu of the OPERS employee contributions otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pick-up for said employee and shall be payable, subject to the applicable payroll deductions, to said employee. The Employer shall compute and remit its employer contributions to OPERS based upon an employee's total annual salary or salary per pay period, including the aforesaid pick-up. The Employer's total combined expenditures for such employee's total salaries otherwise payable under the applicable Employer policies (including pick-up amounts) and its employer contributions to OPERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

(c) The pick-up shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence or for any other similar purpose.

(d) Any pick-up by the Employer of an employee's contribution to OPERS shall be mandatory for all members of OPERS. No such members shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to OPERS.

(e) The Employer shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable Federal, State and Local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that Federal and Ohio income tax laws and regulations presently require it to report an employee's gross income, his or her total annual salary less the amount of the pick-up, while applicable municipal income tax laws require it to report as an employee's gross income his or her total annual salary including the amount of the pick-up.

ARTICLE XXXI. PART TIME EMPLOYEES

31.01 The Employer hereby agrees with the Union that it shall not employ any part-time employees longer than a consecutive period of ninety (90) working days, with the exceptions of part time seasonal employees, interns, and Board of Municipal Utilities, appointments.

ARTICLE XXXII. PERSONNEL RECORDS

An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. Review of the file shall be in the presence of a supervisor or manager.

An employee shall be provided with a copy of any document generated by the Employer concerning job performance which is placed in his/her formal personnel file. This copy shall be given within twenty (20) days of the time it is placed in the personnel file, (either by hand with an acknowledgment by the employee) or by mail (return receipt must be used in this instance). The employee shall have the right to submit his/her statement or rebuttal concerning any such document, and to have the statement or rebuttal included in the personnel file.

ARTICLE XXXIII. GRIEVANCE PROCEDURE

33.01 Any employee or the Union may present a grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

33.02 For the purpose of this procedure, the below listed terms are defined as follows:

1. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and expressed provisions of this Agreement.
2. Aggrieved Party: The "aggrieved party" shall be defined as any employee, the Union, or group of employees within the bargaining unit actually filing a grievance.
3. Days: A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and the holidays as provided in this Agreement.
4. Except for purposes of 33.03 (1), unless otherwise agreed to by the parties, the preparation and processing of grievance shall be conducted only during non-working hours.
5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.
6. In the event that any grievance is adjusted without formal determination, pursuant to this procedure while such adjustment shall be binding upon the aggrieved party

and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings.

7. The aggrieved party, if an employee or group of employees, shall be represented by the Union during the Grievance Procedure as outlined in 33.01 and 33.02.
8. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law.
9. This procedure will be an employee's exclusive remedy for disputes concerning any type of discipline or discharge. The Union agrees that no civil service protection or appeal may be taken by an employee in any discipline or discharge case.
10. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
11. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

33.03 Procedure for Consideration of Employee Grievance.

1. Employee grievances shall, in the first instance, be discussed between the individual employee involved and his/her division head no later than fourteen (14) calendar days after the alleged grievance occurred. If the problem is not thereby resolved to the satisfaction of each, a representative of the employee organization and the employee may meet with the proper division head for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned. If no meeting is requested within 14 calendar days, further action on the grievance is barred.
2. In the event an employee grievance cannot be resolved by such discussions with the division head, then within ten (10) calendar days after the discussion, the employee and the employee organization shall have the right to submit such grievance in written form to the Chief Utilities Executive for his/her consideration and evaluation. A copy shall at the same time be provided to the division head involved, and the Chief Utilities

Executive shall, within ten (10) calendar days after receipt of such a request for its review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute, which meeting shall be held within thirty (30) calendar days after receipt of the request for review. A representative of the USW shall be present at this meeting if requested by the Union. In the event that the employee or employee's organization fails to file said grievance within the time period set forth above, further action on said grievance would be barred.

33.04 Arbitration: Board of Municipal Utilities shall, after receipt of the written notice submitting a grievance to arbitration, within five (5) days following the next regularly scheduled Board meeting, designate one person as the Employer's representative to select an arbitrator. The Union shall, within five (5) days after written notification to Council of a request for arbitration, designate one person as its representative to select an arbitrator. The Board of Municipal Utilities and the Union shall give written notice to each other identifying said representatives. The two designated representatives shall meet within five (5) days after the second designation and shall attempt to agree upon a person to serve as an arbitrator. They shall thereupon jointly serve in writing upon the Board of Municipal Utilities, and the grieving part, the name of the arbitrator so selected.

In the event they are unable to agree upon an arbitrator, they shall jointly or separately request a panel of five names from the FMCS. The said representative of the Employer and the said representative of the grieving employee or employee organization involved will alternately strike names from the list until one name remains. The remaining name shall be the arbitrator.

The arbitrator shall convene a hearing as soon after his/her appointment as possible.

Thereafter the representative of the Employer and the representative of the employee organization shall submit their respective positions to the arbitrator for review and decision. The arbitrator's decision and award shall be in writing and delivered within sixty (60) days from the date the record is closed to the representative of the Employer and to the representative of the Union. The decision of the arbitrator shall be final and binding upon all parties. Within sixty (60) days after the receipt of such decision, the Board of Municipal Utilities shall take the necessary action to implement the decision.

33.05 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

33.06 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

33.07 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the FMCS.

33.08 The fees (including the panel fee), and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. Employer facilities may be used at no cost, upon agreement of the parties, for such hearing or hearings.

ARTICLE XXXIV. OBLIGATION TO NEGOTIATE

34.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/ negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

34.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated and signed the Agreement.

34.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

34.04 The Employer and the Union agree to begin negotiations for the terms and provisions of a subsequent Agreement following the term of this Agreement, not later than ~~March 1, 2020~~ September 1, 2025.

34.05 The International Representative shall be provided an electronic format of the agreement and three (3) booklets.

ARTICLE XXXV. CONFORMITY TO LAW

35.01 This Agreement shall be subject to and subordinated to any present and future Federal, and State laws, and the invalidity of any provision or provisions of this Agreement by operation of any such existing or future laws or rules or regulations shall not affect the validity of the surviving provisions.

35.02 If the enactment of legislation, or a determination by a Court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such provision shall be of no further force or effect. However, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. Should the parties reach mutual agreement on an alternative provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE XXXVI. BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Pursuant to Ohio Revised Code 4117.10 (A), the parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code or as adopted by the City of Avon Lake, nor any local City ordinances or regulations pertaining to wages, hours, and terms and conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed within this agreement.

The parties agree that bargaining unit employees and job descriptions covered by this agreement are not subject to the rules, regulations, terms, and/or conditions of the City of Avon Lake Civil Service Commission.

In the event of any conflict between the provisions of this agreement and the City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Avon Lake, the provisions of this Agreement will be controlling.

Notwithstanding the above, Ohio Revised Code Sections 124.57 and 124.388 shall continue to apply to bargaining unit employees.

ARTICLE XXXVII. CONTRACT BOOKLETS

37.01 The Employer shall have the agreement printed in booklet form by a Union printer and shall distribute the same to employees in the bargaining unit without cost. The employer will provide three (3) copies to the Staff Representative.

ARTICLE XXXVIII. HEADINGS AND INTERPRETATION

38.01 It is understood and agreed that the use of headings before Articles is convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

38.02 It is further understood and agreed that words of one gender include the other gender.

ARTICLE XXXIX. SUBMISSION, APPROVAL RATIFICATION OR REJECTION

39.01 Upon finalization and reduction of this Agreement into written form, it shall be submitted to the Board of Municipal Utilities, the Avon Lake City Council, and to the affected membership of the Union. Within thirty (30) days after said submission, the Board of Municipal Utilities and City Council shall either approve same and authorize execution by the Chief Utilities Executive on behalf of the Board and the Mayor on behalf of the City in writing, or reject same and notify the Union President in writing upon rejection. Within thirty (30) days after said submission, the affected membership of the Union shall either ratify said Agreement and authorize execution thereof by the Union President on behalf of the Union in writing, or reject same and notify the Chief Utilities Executive and the Mayor in writing upon rejection.

ARTICLE XL. DURATION

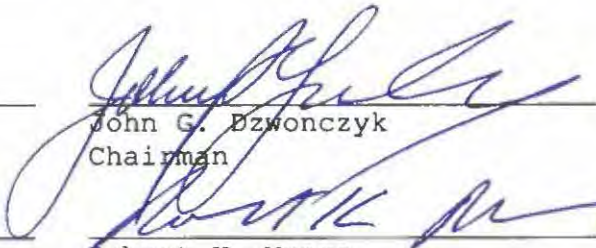
40.01 This Agreement shall become effective at 12:01 A.M., on the first day of January 1, 2023, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2025.

IN WITNESS WHEREOF, each party hereto set its hand by and through its duly authorized representative to two (2) duplicate copies hereof, each of which shall be deemed an original copy, this 5th day of JANUARY, 2023.

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO AND CLC, LOCAL 1-865


CITY OF AVON LAKE, OHIO
Board of Municipal Utilities

Thomas M. Conway
International President



John G. Dzwonczyk
Chairman

John E. Shinn
International Secretary-Treasurer



Robert K. Munro
Chief Utilities Executive

David R. McCall
Vice-President (Administration)



Gregory K. Peronich
Chief of Utility Operations

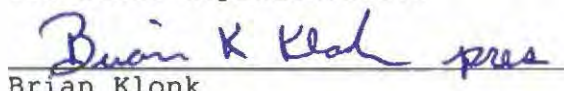
Kevin J. Mapp
Vice-President (Human Affairs)



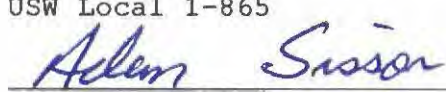
Gregory J. Gilke
Mayor

Donald E. Blatt
Director District 1

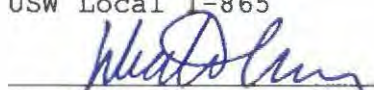
Christopher Martinez
USW Staff Representative



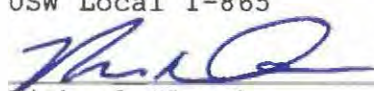
Brian Klonk
USW Local 1-865



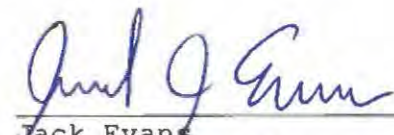
Adam Sisson
USW Local 1-865



Heather Barnes
USW Local 1-865



Michael Clough
USW Local 1-865



Jack Evans
USW Local 1-865

CITY OF AVON LAKE
BOARD OF MUNICIPAL
UTILITIES

- AND -

USW
INTERNATIONAL UNION, AFL-CIO & CLC,
LOCAL 1-865

LETTER OF UNDERSTANDING
REGARDING
JOINT COMMUNICATION FORUM

This letter will confirm the understanding of the Union and the Employer regarding the establishment of a Joint Communication Forum.

During the term of the labor agreement between the parties, the Union and the Employer agree to the creation of a Joint Communication Forum, consisting of four (4) employees covered by this Agreement and selected by the Union, one representative shall be designated from each of the Department's divisions: Clerical, Wastewater Treatment Plant, Water Plant, and Distribution/Collection and three management employees represented by the Wastewater Treatment Plant Manager, Water Treatment Plant Manager and Distribution/Collection Manager. The Chief of Utility Operations and Union President shall serve as co-chairman. The committee shall hold meetings once per calendar quarter, at a time agreed to by the co-chairman and may also hold special meetings as agreed by the co-chairman. Two weeks prior to each scheduled meeting the management and Union representative in each division shall meet to discuss areas of concern in their division. One week prior to the scheduled meeting each division shall submit to the co-chairman minutes of their meeting outlining items of discussion and any proposed resolutions. Said minutes shall be signed by both the management and the union representatives. The committee meeting agenda shall include division meeting minutes and other general department concerns agreed upon by the co-chairman and shall be distributed at least five (5) days prior to each quarterly meeting. Time devoted by committee members to meetings described in this paragraph which occur during the employee's regularly scheduled shift shall be compensated, but otherwise time devoted to committee matters shall not be compensated time.

The purpose and function of the Joint Communication Forum shall be to develop, receive, and/or consider suggestions with respect to improvement of operations at Avon Lake Regional Water. The committee may approve non-binding suggestions, which it may forward to the Chief Utilities Executive, who may accept or decline the committee's suggestions in his/her sole discretion. The committee shall have no authority to consider or make suggestions or proposals on matters relating to grievances, labor disputes, or wages, hours, or other terms and conditions of employment. Nothing

in this Letter of Understanding shall be interpreted to limit modify, or abridge any of the Employer's rights under the Agreement.

For the Union:

Brian K. Blank pro
Adam Sasson

For the Employer:

[Signature]
[Signature]

Date Signed 12/20/2022

CITY OF AVON LAKE
BOARD OF MUNICIPAL UTILITIES

- AND -

USW
INTERNATIONAL UNION, AFL-CIO & CLC,
LOCAL 1-865

LETTER OF UNDERSTANDING REGARDING
ALTERNATE WORK SCHEDULES

This letter will confirm the understanding of the Union and the Employer regarding experimentation with alternate work schedules.

Section 1 Deviated 12-Hour Shifts

During the term of the labor agreement between the parties, the Union and the Employer agree to experiment with an alternate work schedule consisting of twelve (12) hour shifts, on the following basis:

- This schedule shall be available only to employees in the following classifications: Chief Operator, Senior Operator, Water Plant Operator and Wastewater Plant Operator. Management shall determine and set the 12-hour shift schedule and assign employees as needed based on operational efficiencies. Start and stop times do not need to be the same at both Water and Wastewater Plants.
- Accumulation of comp time shall not exceed 120 hours. Once 120 hours is reached, the remaining balance will be paid out to ensure that 120 hours is not exceeded. For Plant Operators, comp time is referred to as "Holiday Time Earned" on the eSuite HR Portals Accrual Information page.
- If working on a holiday, employee shall be paid 12 hours straight time and accumulate 24 hours holiday time earned.
- If not working on a holiday, employee shall accumulate 12 hours holiday time earned.
- If an employee takes off any time during a pay period (sick, vacation, personal, comp) that time does not count for the purposes of calculating overtime.

Example: An employee takes vacation for one 12-hour shift during a 2 week pay period. The employee is charged 8 hours of vacation time and his/her total hours for the pay period will equal 72 regular and 8 vacation.

- The parties fully understand and agree that while working deviated 12-hour shifts, applicable overtime shall only be paid in excess of 80 hours during a two week pay period. Relief operators shall not be used to minimize regularly scheduled overtime.
- The parties fully understand and agree that 12-hour schedules are wholly impractical for outside crew classifications, and accordingly, no attempt shall be made to expand 12-hour scheduling to those classifications;
- This experiment is, at all times, being conducted on a trial basis, and may be terminated at any time, for any reason or for no reason at all, by the Chief Utilities Executive, by way of two weeks' advance written notice to the Union; any termination of this experimental program shall not be the subject of any grievance under the grievance procedure outlined in Article XXXIII of the Agreement;
- During the life of this experimental program, the Union shall have the right to discuss with the Chief Utilities Executive proposed changes to or termination of the experimental program.
- The Employer enters into this Letter of Understanding with the expectation that this experiment will yield operational advantage to the Employer; without limiting the Employer's right to terminate this experimental program at any time for any reason or no reason at all, the parties acknowledge that failure to achieve operational advantage for the Employer will result in termination of the experimental program;
- The deviated 12-hour shift for a 2-week pay period is defined as the following:

2 Days on, 2 Days off, 3 Days on, 2 Days off, 2 Days on,
3 Days off

MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
A	A	B	B	A	A	A	B	B	A	A	B	B	B
C	C	D	D	C	C	C	D	D	C	C	D	D	D

The parties acknowledge and agree that nothing in this letter of understanding, or the Employer's willingness to enter into same, shall be interpreted to limit, modify, or abridge any of the Employer's rights under the Agreement; and that except as provided herein, nothing in this letter of understanding, or the Union's willingness to enter into same, shall be interpreted to limit, modify, or abridge any of the Union's rights under the Agreement.

For the Union:

Brian K. Walsh, pres

Adam Sussan

For the Employer:

Robert K. M...

Joseph J. ...

Date Signed 12/20/2022

MEMORANDUM OF UNDERSTANDING

The City of Avon Lake Board of Municipal Utilities hereinafter referred to as "The Employer" and The United Steel Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC and its Local 1-865 hereinafter referred to as "The Union" do hereby agree to the following:

1. An employee who retires from the Employer under the Ohio Public Employees Retirement System (OPERS) will be eligible for reimbursement for up to Two-Hundred Dollars (\$200.00) per month of the cost of health insurance coverage for the retired employee's non-working spouse for a period of forty-eight (48) months following the month of retirement. The cost of the insurance coverage for the spouse will be paid by the retiree to the Ohio Public Employees' Retirement System. The retiree must provide written proof of such payment and evidence of health coverage issued by and through the Ohio Public Employees Retirement System in order to be eligible for reimbursement. Additionally, current participants are eligible for Two-Hundred Dollars (\$200.00) for forty-eight (48) months beginning the first full month following the signing date of the 2014 - 2017 Collective Bargaining Agreement.
2. For purpose of this Section "retired" means that the employee was a member of the Ohio Public Employees Retirement System who separated from Employer services and immediately began receiving a monthly allowance as provided in Section 145.32, 145.33, 145.34 of the Ohio Revised Code as enacted prior to July 1, 2011.

For the Union:

Brian K. Krah president
Adam Sussner

For the Employer:

Mark K. Mc...
Anthony...

Date Signed 12/20/2022

City of Avon Lake
Board of Municipal Utilities

- AND -

USW
INTERNATIONAL UNION, AFL-CIO & CLC,
LOCAL 1-865

LETTER OF UNDERSTANDING REGARDING SEVEN-STEP WAGE SCALE

The following table presents the first year's hourly wage rates for each step of each position in the bargaining unit:

Position	Step						
	1	2	3	4	5	6	7
Senior Operator	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Operations Supervisor	\$ 26.79	\$ 27.32	\$ 32.43	\$ 35.08	\$ 38.83	\$ 41.65	\$ 45.79
Chief Operator	\$ 26.79	\$ 29.26	\$ 32.43	\$ 35.08	\$ 38.83	\$ 41.65	\$ 45.79
Line Maintenance Leader	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Maintenance Specialist	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Lab Chief Analyst	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Plant Operator	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Line Maintenance Operator	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Maintenance Technician	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Lab Analyst	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Line Maintenance Technician	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Cashier-Bookkeeper	\$ 25.39	\$ 24.88	\$ 28.81	\$ 30.25	\$ 32.47	\$ 34.25	\$ 36.23
Billor-Bookkeeper I	\$ 25.39	\$ 24.88	\$ 28.81	\$ 30.25	\$ 32.47	\$ 34.25	\$ 36.23
Operator-in-Training	\$ 22.94	\$ 24.87	\$ 27.23	\$ 28.97	\$ 31.22	\$ 32.82	\$ 34.42
Customer Service Rep	\$ 22.21	\$ 24.14	\$ 26.16	\$ 28.16	\$ 29.96	\$ 32.06	\$ 34.16
Pretreatment Technician	\$ 22.59	\$ 24.00	\$ 25.43	\$ 26.84	\$ 27.96	\$ 29.43	\$ 30.91
Underground Asset Locator	\$ 22.59	\$ 23.65	\$ 24.71	\$ 25.77	\$ 26.49	\$ 27.59	\$ 28.69
Janitor	\$ 20.76	\$ 22.40	\$ 24.69	\$ 26.03	\$ 28.05	\$ 29.13	\$ 30.33
Laborer	\$ 18.34	\$ 19.40	\$ 20.46	\$ 21.52	\$ 22.08	\$ 23.18	\$ 24.28
Customer Service Clerk	\$ 16.20	\$ 16.84	\$ 17.48	\$ 18.12	\$ 18.60	\$ 19.28	\$ 20.42
Infrastructure Specialist	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Infrastructure Technician	\$ 22.59	\$ 24.00	\$ 25.43	\$ 26.84	\$ 27.96	\$ 29.43	\$ 30.91

For the Union:

David K. Walsh
Adam Sisson

For the Employer:

Robert K. M...
David J. ...

Date Signed *12/20/2022*

Wage Steps for Union Positions
1/1/2023 to 12/31/2023

Wage increase

4.00% increase for all steps.

Step

Position	1	2	3	4	5	6	7
Senior Operator	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Operations Supervisor	\$ 26.79	\$ 27.32	\$ 32.43	\$ 35.08	\$ 38.83	\$ 41.65	\$ 45.79
Chief Operator	\$ 26.79	\$ 29.26	\$ 32.43	\$ 35.08	\$ 38.83	\$ 41.65	\$ 45.79
Line Maintenance Leader	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Maintenance Specialist	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Lab Chief Analyst	\$ 27.33	\$ 29.48	\$ 32.18	\$ 34.47	\$ 37.76	\$ 40.19	\$ 42.28
Plant Operator	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Line Maintenance Operator	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Maintenance Technician	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Lab Analyst	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Line Maintenance Technician	\$ 25.39	\$ 27.06	\$ 29.14	\$ 31.68	\$ 33.90	\$ 35.24	\$ 38.38
Cashier-Bookkeeper	\$ 25.39	\$ 24.88	\$ 28.81	\$ 30.25	\$ 32.47	\$ 34.25	\$ 36.23
Biller-Bookkeeper I	\$ 25.39	\$ 24.88	\$ 28.81	\$ 30.25	\$ 32.47	\$ 34.25	\$ 36.23
Operator-in-Training	\$ 22.94	\$ 24.87	\$ 27.23	\$ 28.97	\$ 31.22	\$ 32.82	\$ 34.42
Customer Service Rep	\$ 22.21	\$ 24.14	\$ 26.16	\$ 28.16	\$ 29.96	\$ 32.06	\$ 34.16
Pretreatment Technician	\$ 22.59	\$ 24.00	\$ 25.43	\$ 26.84	\$ 27.96	\$ 29.43	\$ 30.91
Underground Asset Locator	\$ 22.59	\$ 23.65	\$ 24.71	\$ 25.77	\$ 26.49	\$ 27.59	\$ 28.69
Janitor	\$ 20.76	\$ 22.40	\$ 24.69	\$ 26.03	\$ 28.05	\$ 29.13	\$ 30.33
Laborer	\$ 18.34	\$ 19.40	\$ 20.46	\$ 21.52	\$ 22.08	\$ 23.18	\$ 24.28
Customer Service Clerk	\$ 16.20	\$ 16.84	\$ 17.48	\$ 18.12	\$ 18.60	\$ 19.28	\$ 20.42
Engineering Specialist	\$ 26.20	\$ 28.56	\$ 30.90	\$ 33.00	\$ 35.63	\$ 37.84	\$ 39.82
Engineering Technician	\$ 22.59	\$ 24.00	\$ 25.43	\$ 26.84	\$ 27.96	\$ 29.43	\$ 30.91

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT WITH THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO & CLC LOCAL 1-865 AND DECLARING AN EMERGENCY.

WHEREAS, an agreement has been reached by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union AFL-CIO & CLC Local 1-865 and the City of Avon Lake Board of Municipal Utilities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE AND STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized to enter into a labor agreement with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union AFL-CIO & CLC Local 1-865 for compensation, and other employment of municipal employees for the period from January 1, 2023 through December 31, 2025, in accordance with the language set forth in the agreement which is on file with the City.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the immediate need to provide compensation and other employment provisions as agreed upon in labor negotiations so that personnel may be available to the City, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor