

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BEREAL, OHIO

and

**THE UTILITY WORKERS UNION OF AMERICA, LOCAL 270
AFL-CIO**

(WATER DEPARTMENT EMPLOYEES)

SERB Case No.: 2021-MED-01-0023

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TABLE OF CONTENTS

	Page
ARTICLE 1 THE CONTRACT	4
ARTICLE 2 PURPOSE AND INTENT	4
ARTICLE 3 RECOGNITION	4
ARTICLE 4 MANAGEMENT RIGHTS	5
ARTICLE 5 NO-STRIKE.....	6
ARTICLE 6 NON-DISCRIMINATION	6
ARTICLE 7 DUES DEDUCTIONS.....	7
ARTICLE 8 UNION REPRESENTATION	7
ARTICLE 9 SENIORITY, LAYOFF AND RECALL.....	8
ARTICLE 10 PROBATIONARY PERIOD	9
ARTICLE 11 HOURS OF WORK.....	10
ARTICLE 12 OVERTIME.....	10
ARTICLE 13 RATES OF PAY	11
ARTICLE 14 LONGEVITY COMPENSATION	11
ARTICLE 15 UNIFORM ALLOWANCE.....	12
ARTICLE 16 EXPENSE ALLOWANCE.....	12
ARTICLE 17 INSURANCE.....	12
ARTICLE 18 PAYMENTS UPON DEATH.....	13
ARTICLE 19 SICK LEAVE	13
ARTICLE 20 VACATION LEAVE.....	15
ARTICLE 21 HOLIDAY LEAVE	16
ARTICLE 22 PERSONAL LEAVE.....	17
ARTICLE 23 FUNERAL LEAVE	17
ARTICLE 24 MILITARY LEAVE	18
ARTICLE 25 JURY DUTY LEAVE	18
ARTICLE 26 COURT APPEARANCE LEAVE.....	18
ARTICLE 27 LEAVE WITHOUT PAY	18
ARTICLE 28 UNAUTHORIZED LEAVE	18
ARTICLE 29 GRIEVANCE PROCEDURE.....	19
ARTICLE 30 ARBITRATION PROCEDURE.....	21

ARTICLE 31 EMPLOYEE RIGHTS	22
ARTICLE 32 SAFE WORKPLACE	22
ARTICLE 33 VACANCIES AND POSTING	22
ARTICLE 34 TEMPORARY ASSIGNMENTS	23
ARTICLE 35 PERSONNEL FOLDER	23
ARTICLE 36 TOTAL AGREEMENT	23
ARTICLE 37 CONFORMITY TO LAW	23
ARTICLE 38 DURATION	24
ARTICLE 39 HEADINGS	24
ARTICLE 40 OBLIGATION TO NEGOTIATE	24
ARTICLE 41 MISCELLANEOUS	25
ARTICLE 42 REGIONALIZATION/CONSOLIDATION	25
ARTICLE 43 FAMILY MEDICAL LEAVE	25
ARTICLE 44 SUBSTANCE TESTING AND ASSISTANCE	26
ARTICLE 45 EXECUTION	26

ARTICLE 1 **THE CONTRACT**

1.01 This Agreement is entered into by and between the City of Berea, Ohio, hereinafter referred to as the "Employer" or the "City" and the Utility Workers Union of America, Local 270, AFL-CIO hereinafter referred to as the "Union."

ARTICLE 2 **PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer desires to enter into a collectively-bargained Agreement which has for its purposes, among others, the following: a) to recognize the legitimate interests of the employees to participate through collective bargaining in the determination of certain terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote effective and efficient service to the residents of the City of Berea, Ohio; 4) to avoid interruption, interference or inefficiency in the operation of the Government of the City; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 **RECOGNITION**

3.01 The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to wages, hours and certain terms and conditions of employment for all full-time and part-time employees occupying the positions of "Water Department Operator/Maintenance Technician," "Lead Operator," and "Laboratory Technician" in the City's Water Department. All other employees of the Employer are excluded from the Bargaining Unit. All supervisory and clerical positions at the Water Department are specifically excluded.

3.02 The general summaries of the positions contained in the Bargaining Unit include, but are not limited to the following, which is subject to the Employer's full job descriptions for each position:

- a. The Water Department Operator/Maintenance Technician is responsible for the operations and maintenance of the water treatment plant. Work involves the monitoring of plant equipment, adjusting operations based on water quality, demands, and other conditions. The position requires employees to maintain laboratory certification for Operational Analysis through the Ohio EPA. The Work involves maintaining operational log books, maintenance records and laboratory records. Employees in this position are required to work any combination of straight and rotational shift work as assigned.
- b. The Lead Operator reviews daily operational data and communicates directly with the Plant Superintendent regarding current water quality parameters and meets goals defined by the Employer. This position requires the employee to plan,

organize, and direct the work of other positions in the Water Department as needed and at the direction of the Superintendent. This position also requires the employee to prepare reports, investigate water quality concerns, collect water samples, respond to resident requests, and work operational shifts as needed. In the absence of a Laboratory Technician, the Employer may require the Lead Operator to assume the responsibilities for laboratory testing/compliance and to perform the functions of the Laboratory Technician.

c. The Laboratory Technician engages in professional laboratory work performing chemical and bacteriological tests in controlling and evaluating water treatment. The work involves responsibility for performing a variety of standard laboratory tests and tasks incident thereto. Work is performed under close supervision until established procedures for repetitive tests have been mastered and is always expected to be carried out in keeping with such procedures and special instructions from the position's supervisor. Duties include collecting samples, assembling instruments and equipment, testing, operating instruments and equipment, cleaning, maintenance, preparing operational data for required reports, and filling in for plant operations as needed.

3.03 The Employer retains the sole and exclusive right to define jobs by description, modify job descriptions, and to create new job classifications and/or positions as the Employer deems appropriate.

3.04 The Employer shall notify the Union, in writing:

- a. In the event that a new job classification and/or position is established; and,
- b. In the event that a present job classification and/or position is changed in title, where the actual work duties of such retitled classification and/or position remain substantially unchanged from the previous title.

3.05 In the event that the Union determines that a substantial change has occurred in a job classification and/or position which has been previously defined by agreement of the parties to this Agreement, the Union may request a meeting with the Employer to discuss the matter.

3.06 Labor/Management meetings: To facilitate communications, cooperation and efficiency, meetings may be held quarterly between the Union and the Employer to discuss matters of concern to the Union and to the City. Such meetings shall be held after regular work hours of Union's employee representatives and such employee representatives shall not be entitled to pay or compensation for such meetings as the same are voluntary on the part of the employee representatives.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 The Employer retains all rights of management, including the rights to: 1) employ, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualification(s) of employees; 4) determine the hours to be worked by its employees; and to; 5) make rules and regulations relating to the

performance of work assigned to its employees; 6) determine the type of equipment to be used and the sequence of work processes; 7) determine the making of technological alterations by revising either process or equipment or both; 8) determine work standards and the quality and quantity of work to be produced; 9) establish, expand, transfer and/or consolidate work processes and facilities; 10) 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, or change in any respect, the legal status, management or responsibility of such property facilities or processes of work; 11) eliminate all or any part of its work or facilities.

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

ARTICLE 5 NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not, directly or indirectly, call, sanction, encourage, finance, instigate or assist in any way, in any strike, slowdown, walkout, work stoppage or other concerted interference with, or the withholding of services from, the Employer, including the honoring of unsanctioned picket lines, nor shall any employee member of the Union act to do so while the contract remains in effect or negotiations are in progress.

5.02 The Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage, and attempt to prevent, any violation of this Article. During the effective dates of this contract or while negotiations remain in progress, if any violation of this Article occurs, the Union shall immediately notify all employees 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 immediately order all employees to return to work forthwith. Any employee who is responsible for or participates in a breach of this Article shall be subject to disciplinary action, up to and including termination, and charges by the Union.

5.03 It is recognized by the parties that the Employer is responsible for, and engaged in, activities which affect the health, safety and welfare of its citizens and that any violation of this Article gives 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 and other relief authorized by Ohio Revised Code Chapter 4117.

5.04 The Employer shall not lock out any employees during the term of this Agreement.

ARTICLE 6 NON-DISCRIMINATION

6.01 Neither the Employer nor the Union shall discriminate against any employee on the basis of any protected class defined under federal law, state law or Employer's ordinances. The employee and the Union acknowledge that the City has adopted an anti-harassment, including sexual harassment, Ordinance having full force and effect and is hereby incorporated by reference.

ARTICLE 7 **DUES DEDUCTIONS**

7.01 During the term of this Agreement, the Employer shall deduct regular Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms authorizing such deductions and as certified by the Union's Treasurer. 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.

7.02 The Employer agrees to supply the Union with a list of employees for whom dues deductions are to be made.

7.03 All deductions, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the first pay period, and upon receipt, the Union shall assume all responsibility for the disposition of all funds deducted. The Union shall give the City at least thirty (30) days advance written notice, when possible, of any changes in Union membership.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of the obligations of this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

7.05 In the event an employee is not working and not receiving income from the City or Workers Compensation due to extended illness or injury, dues will not be collected until the employee is returned to paid status.

ARTICLE 8 **UNION REPRESENTATION**

8.01 The City recognizes the right of the Union to select Local Officers, Union Stewards, and Job Stewards to represent employees as to any and all grievances arising under this Contract. The Union shall furnish the City with a written list of Elected Representatives, their areas of responsibility, and further, shall promptly notify the City in writing of any changes therein.

8.02 The Steward or Job Steward shall process grievances and attend meetings provided for in the Grievance Procedure set out in Article 34 and 35 below during off-duty time or at such other times as may be approved by the Employer. It is the mutual responsibility of the City and the Union to cooperate in good faith to provide a fair and timely grievance proceeding.

8.03 The Local Union Officer shall be admitted to all facilities of the City during normal working hours, upon giving reasonable advance notice and obtaining the approval of the Employer.

Such visitation shall be for the purpose of participating in the adjustment of grievances or in attendance upon other meetings as provided herein. Such visitation(s) shall not interfere with the work requirements of any employee or disrupt the operations of the City in any way. Non-City employee Union representatives will provide at least twenty-four (24) hours' notice of intent to make a site visit to the Department of Water Public Service Director. In the event of an emergency situation requiring the Union to respond to a site immediately, non-City employee Union representatives will provide whatever notice of intent to make a site visit is possible.

ARTICLE 9 **SENIORITY, LAYOFF AND RECALL**

9.01 Seniority is defined as the uninterrupted length of continuous service which each employee has in the employ of the City and, secondarily, the uninterrupted length of continuous service which each employee has in a permanently-assigned Work Classification.

9.02 If two (2) or more employees commence employment or are appointed to the same Work Classification, on the same date, the relative seniority between them shall be determined by their continuous service with the City. If these dates are the same, then seniority will be determined alphabetically by last name.

Seniority is terminated upon the occurrence of any of the following:

- a. Voluntary resignation;
- b. Retirement;
- c. Permanent total disability;
- d. Discharge for just cause;
- e. Layoff or Leave of Absence during Probationary Period, or layoff or Leave of Absence for a period equal to a maximum of twenty-four (24) months.
- f. Failure to report within five (5) days of recall from layoff or release to return from medical Leave of Absence.

9.03 In the event that the Employer reduces the size of the work force for any reason, such reduction shall require that all temporary and seasonal employees be laid-off first and thereafter such reduction in force shall take place in accordance with the seniority provisions set forth in this Article in inverse order within Work Classification. In the event of a layoff, employees who are subject to layoff may displace employees with lesser departmental seniority in the next lower classification (if any).

9.04 Upon layoff an employee may, upon request, receive cash payment for all earned, but unused, vacation. Such payment shall be made no later than the second pay period following layoff.

9.05 Any employee(s) scheduled for layoff shall be notified of the same not less than fifteen (15) calendar days in advance of such layoff, together with similar notice to the Union.

9.06 Recall to work shall be in the inverse order of layoff, and all employees shall retain the right to recall for twenty-four (24) months from the date of layoff based upon the schedule in 9.03 e).

9.07 At the City's option, notice of recall shall be sent by U.S. Certified Mail return receipt requested, regular U.S. mail, and/or e-mail to the address of the employees listed upon the records of the Employer.

9.08 The parties will meet and confer as soon as possible but, except in case of emergency, in no event less than ten (10) days prior to a scheduled action by the City, prior to any implementation of a layoff, furlough or reduction in hours. In the event the City privatizes work, which ultimately, results in the reduction of the work force, the City will meet and confer with the Union prior to such privatization.

ARTICLE 10 **PROBATIONARY PERIOD**

10.01 All newly-hired employees are required to serve a Probationary Period of twelve (12) months. During the Probationary Period, the Employer shall have sole discretion to discipline or discharge any such probationary employee and any such action shall not be appealable through any grievance or appeal procedure contained herein. All other Articles and Sections of this Agreement shall apply to them as written. Additionally, any newly-hired employee must successfully obtain and maintain an Operator I OEPA License by the completion of the employee's twenty fourth (24th) month of employment. Failure to do so may result in termination of employment and any adverse action taken against the employee, including termination, shall not be appealable.

10.02 If an employee is separated from service with the City during the initial Probationary Period and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of paragraph 10.01 above.

10.03 All newly-promoted employees are required to serve a promotional probationary period of twelve (12) months. During such period the Employer shall have the sole discretion to return such employee to the position previously held and any such action shall not be appealable through any grievance or appeal procedure contained herein.

10.04 During the Probationary Period employees shall accumulate seniority. Employees hired with an OEPA Operator License will be paid at that Licensed Operator Rate of Pay upon the commencement of employment and the applicable Backflow Certification will be applied to their wages. All remaining probationary language will apply to the newly hired employee.

10.05 Such probationary employees are not eligible for overtime during the first twelve (12) months unless: (1) the employee has obtained an OEPA Lab Certification for Operator Analysis, (2) overtime is carrying over from a scheduled shift, (3) emergencies, or (4) if Management permits the overtime.

ARTICLE 11 **HOURS OF WORK**

11.01 The normal work week for regular full-time employees shall consist of forty (40) hours of work exclusive of time allotted for meals. The Employer shall determine the hours of work. However, the Employer agrees to notify the Union prior to changes in the work week that would result in employees regularly working a different number of hours per shift. The Employer also agrees to meet and confer with the Union about such changes, upon the Union's request. The hours of work set out herein shall not be construed as any guarantee of hours to be worked in any day or any week.

11.02 The Employer shall not stagger the workweek for the sole purpose of depriving any employee of overtime.

ARTICLE 12 **OVERTIME**

12.01 Overtime is defined as any work actually performed, and approved by the Employer, in excess of forty hours (40) in a week or outside of their normally scheduled hours. For the purpose of calculating overtime, all approved Leave with Pay calculated elsewhere in this Agreement shall be included as work actually physically performed. (i.e., In addition to hours worked outside of their regular schedule, an employee will be paid at the overtime rate when they have exceeded a total of 40 hours worked. These hours include any approved Leave with Pay usage and/or Floating Holiday Pay). Unpaid leave does not count as work performed.

12.02 Any employee who works overtime, as defined in paragraph 12.01 above, shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all overtime hours worked.

12.03 Compensatory time may be banked to a maximum of forty (40) hours and will be earned and paid at the same rate as other overtime. The time can be used with the permission of the Employer in blocks of two (2) hours.

An employee who accrues the maximum of forty (40) hours of Compensatory Time in a calendar year is not required to use all of the forty (40) hours that the employee has initially banked before accruing additional Compensatory Time, provided that the employee cannot exceed the annual maximum of forty (40) hours of accrued time in a calendar year.

All Compensatory Time that has not been used or paid by December 31 of any year shall be paid to the employee by the end of the succeeding January at such employee's preceding December rate of pay, except that at such employee's option, exercisable in December, such employee may opt to carryover up to twenty-four (24) hours of such Compensatory Time to the succeeding year. Notwithstanding the above, the City has the right to reject a request for Compensatory Time, if necessary, to meet operational needs and manpower requirements.

12.04 The Employer shall distribute overtime work in a fair and equitable manner to all employees within the Department.

Should the Employer miss the assignment of overtime to any employee, the Employer shall offer the next overtime opportunity to that employee, provided that he or she is qualified to do that overtime work.

ARTICLE 13 RATES OF PAY

13.01 Employer shall pay a 4% raise effective the first pay period on or after January 1, 2025, a 4% raise effective the first pay period on or after January 1, 2026 and a 4% raise effective the first pay period on or after January 1, 2027. All employees shall be paid in accordance with the wage table attached hereto as Exhibit A.

13.02 All employees covered by this Agreement shall be paid at an hourly rate, multiplied by the number of hours worked. Solely for the purpose of reporting annual income to any legitimate inquiry, the annual wage of any employee may be reported as the multiplication of the hourly rate times Two Thousand and Eighty (2,080).

13.03 The Employer reserves the right to implement (or eliminate) permanent or a seasonal night shift of 6:00 p.m. to 6:00 a.m., as dictate by operational needs and determined solely by the Employer. Any employee assigned to and who actually works a night shift will be paid an additional \$0.80 per hour as a shift premium.

ARTICLE 14 LONGEVITY COMPENSATION

14.01 All employees shall receive additional compensation for continuous full-time length of service with the Employer according to the following schedule:

On the first pay period beginning on or after December 1 in the calendar year following the year in which the employee completes five (5) years of continuous full-time service, such employee shall receive One Hundred Dollars (\$100).

On the first pay period beginning on or after December 1 in each calendar year following the year in which the payment set out in sub-paragraph a) above has been made, the employee shall receive an amount calculated by multiplying the total number of consecutive years of continuous full-time service, minus three (3) times Eighty-Five Dollars (\$85).

ARTICLE 15 **UNIFORM ALLOWANCE**

15.01 Immediately following the completion of the Probationary Period provided for in Article 10 above and each year thereafter, each employee shall receive the sum of one thousand dollars (\$1,000) for a clothing allowance. The clothing allowance in the first year of employment shall be prorated based on whole months of employment between the date of completion of the Probationary Period and the end of that calendar year. For non-probationary employees, the above amount in 2025 shall be paid 1/2 on the first pay date in February and 1/2 on the first pay date in August. Thereafter, the full allowance shall be paid on the first pay date in August each year.

15.02 All employees shall meet the requirements of the Employer as to the use and wearing of appropriate clothing in the performance of assigned work. Failure to meet such clothing requirements shall be cause for disciplinary action, including dismissal.

15.03 The Employer will provide an adequate amount of work gloves, as determined and selected by the Employer. The employees shall be responsible for any other gloves as necessary to perform their job.

ARTICLE 16 **EXPENSE ALLOWANCE**

16.01 Any employee who is authorized by the Employer to use a private automobile for a business purpose shall be compensated in cash money for such use at the rate of reimbursement per mile consistent with Internal Revenue Service Regulations then in effect.

16.02 No private automobile shall be used for a business purpose unless proof of liability insurance upon the same in an amount not less than Three Hundred Thousand Dollars (\$300,000) shall be provided to the Employer.

ARTICLE 17 **INSURANCE**

17.01 The Employer shall provide, at no cost to the employee, insurance upon the life of all employees who have completed one (1) month of continuous service with the City, in the amount of Twenty-Five Thousand Dollars (\$25,000). All employees shall have the further option to purchase additional life insurance in the amount of up to a total of One Hundred Fifty Thousand Dollars (\$150,000) subject to insurability requirements of the carrier, upon the payment of the appropriate premium for such additional amount of insurance.

17.02 The Employer shall continue to provide all medical and hospitalization insurance in effect for employees who have completed sixty (60) days of employment and their dependents upon the terms and conditions of the City of Berea Health Insurance Plan (Summary Plan Document), as amended January 1, 2021, provided that the employee contribute the following health care premium share for the actual cost of his or her health insurance: 8%.

Such hospitalization insurance includes provisions for basic medical, major medical, prescription drug, dental care and vision care benefits. The prescription drug plan is hereby amended to provide for a three tier program, that the employee's co-pay for Tier 1, generic drug prescriptions shall be Ten Dollars (\$10) per prescription; and the employee's co-pay for Tier II, formulary drugs shall be Twenty Dollars (\$20) per prescription; the employee's co-pay for Tier III, non-formulary drugs, subject to prior approval, shall be Thirty-five Dollars (\$35) per prescription.

17.03 The Employer reserves the right to change insurers in any and all matters of insurance covered by this Agreement; provided, however, that the benefits are equal to or greater than existing prior to such change.

17.04 Joint Medical/Hospital Insurance Committee. The parties agree that in an effort to reduce hospitalization/medical costs citywide, a Joint Medical/Hospitalization Insurance Committee will be formed and with a representative from the Utility Workers of America, Local 270, will be established and convened at least one (1) time per year or more, if practicable, to review alternative insurance coverage and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. The Union may designate an employee as a representative on the committee and the Employer will require the City insurance representative to actively participate with the committee.

The Committee will analyze cost containment measures including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug coverage and possible changes in providers. All City employees are to share in any cost reductions achieved by the Committee.

ARTICLE 18 PAYMENTS UPON DEATH

18.01 Upon the death of an employee, all sums earned and accrued pursuant to this Agreement shall be paid, in order as allowed by law, to: a) the next of kin, b) other beneficiary(ies) designated by such deceased employee or c) the estate of such deceased employee.

ARTICLE 19 SICK LEAVE

19.01 Sick Leave shall be defined as an absence with pay necessitated by:

- a. Illness or injury to the employee;
- b. Exposure by the employee to a contagious disease communicable to other employees; and/or
- c. Illness, injury or death in the immediate family of the employee as defined in paragraph 19.07 below.

19.02 All employees shall earn Sick Leave at the rate of five (5) hours per bi-weekly pay period during which such employee actually worked or was absent by reason of Leave granted in this Agreement. An employee may accumulate Sick Leave to an unlimited amount.

19.03 An employee who is to be absent on Sick Leave shall notify the Employer of such absence and the reason therefore at least three (3) hour before the start of the work shift on each day of absence, unless hospitalized.

19.04 Sick Leave may be used in segments of not less than one (1) hours.

19.05 In the event an employee is absent for more than two (2) consecutive regularly-scheduled shifts, more than four (4) regularly-scheduled shifts in any fourteen (14) consecutive day period or has five (5) or more single days absence in a calendar year by reason of illness, the Employer may require appropriate and satisfactory proof as to the reason for such absence before the absence(s) may be charged against accumulated Sick Leave. In addition, the Employer may require of any employee claiming Sick Leave as set out in this paragraph a statement from a physician licensed to practice medicine in the State of Ohio indicating the ability of such employee to return to active duty in the capacity which was left by reason of such illness.

If the employee fails to submit appropriate and satisfactory proof of illness or, if required, fails to submit a statement as to physical fitness for returning to duty, any absence relating thereto shall be considered an Unauthorized Leave Without Pay.

19.06 Any abuse of Sick Leave shall be just and sufficient cause for a disciplinary action, including dismissal. Examples of patterns of abuse include: 1) absences occurring repetitively immediately before, or after weekends, holidays or vacation days; 2) before or after paydays; 3) when difficult jobs or assignments are scheduled; 4) during certain times during the month or year, and 5) absences which cause individual work performance or operational needs to suffer. The accumulated Sick Leave of an employee may be a component in the determination of a pattern of abuse of Sick Leave but shall not be the sole determinant thereof.

19.07 Sick Leave may be used due to illness or injury of a member of the immediate family defined to include those persons who reside with the employee or are dependents of the employee consistent with the Family and Medical Leave Act but not inconsistent with Article 43 of this Agreement.

19.08 An employee who leaves the service of the Employer voluntarily and who has not less than ten (10) years of continuous employment with the said Employer, or an employee who has qualified for retirement benefits under the Public Employees Retirement System by reason of employment with the City of Berea solely, without regard to the number of years of service of consecutive service with the Employer, shall be entitled to receive a cash payment equal to the hourly rate of pay at the time of such separation multiplied by one-third (1/3) the total number of accumulated but unused Sick Leave hours earned by such employee, providing that such resulting number of hours shall not exceed three hundred and sixty (360) hours, but provided further that an employee who has twenty (20) years of cumulative service with the City of Berea, without reference to previous employment with any other Employer other than the City of Berea, shall receive one-third (1/3) of accumulated Sick Leave.

If the total amount to be paid under this provision exceeds \$1,500.00, the payments outlined above shall be paid in three annual installments, the first occurring on the date of the employee's retirement and/or voluntary termination; the second payment occurring on the first anniversary

date of the employee's retirement; and the third payment occurring on the second anniversary date of the employee's retirement. If the total amount to be paid under this paragraph is equal to or less than \$1,500.00, the amount due shall be paid in a lump sum on the date of the employee's retirement and/or voluntary termination.

If an employee dies prior to retirement or if an employee with accumulated Sick Leave exceeding \$1,500.00 dies prior to the second anniversary date of the employee's retirement, all unpaid accumulated sick due to the employee under this provision shall be paid to his or her designated beneficiary.

19.09 Attendance Premium – An employee shall qualify for one day of additional pay at the regular hourly rate of pay for such qualifying employee for every quarter (January through March; April through June; July through September; and/or October through December) in which the employee actually works all scheduled days during such quarter or is absent during such quarter only by reason of use of Personal Leave or prior approved use of Compensatory or Vacation Time, or Jury Duty or Funeral Leave of an immediate family member. Such additional one-day's pay shall be paid to the qualifying employee within 30 days after such quarter at the rate of pay in effect at the end of such quarter commencing in the second quarter of 2022.

ARTICLE 20 **VACATION LEAVE**

20.01 Each employee is entitled to annual Vacation Leave with pay according to the following schedule based upon continuous employment with the City;

- a. Two (2) weeks in the calendar year in which the employee completes one, two, three- and four-years' service; and thereafter.
- b. Three (3) weeks in the calendar year in which the employee completes five, six, seven, eight, nine- and ten-years' service; and thereafter.
- c. Four (4) weeks in the calendar year in which the employee completes eleven, twelve, thirteen, fourteen, fifteen and sixteen years' service; and thereafter.
- d. Five (5) weeks in the calendar year in which the employee completes seventeen, eighteen, nineteen and twenty years' service; and thereafter.
- e. Six (6) weeks in the calendar year in which the employee completes twenty-one or more years' service with the Employer.

20.02 For the purpose of calculating Vacation Leave, only such time as the employee has in continuous full-time service with the City of Berea shall be utilized and no credit for previous employment other than with the City of Berea shall be given. The provision of this paragraph shall not act to modify, alter or change the calculation of Vacation Leave for any present employee, whose Vacation Leave has been calculated heretofore by means of any credit for prior service.

20.03 Scheduling

- a. All vacation leave shall be scheduled in accordance with the Water Treatment Plant vacation policy.

20.04 Vacation Leave shall be taken in increments of not less than one (1) working shift and in accordance with the Employer's policies on vacation leave usage.

20.05 Vacation Leave shall not be carried over from one (1) calendar year to the next calendar year, except in extraordinary circumstances and only then upon the approval of the Director of Public Service and the Mayor or his/her designee and the subsequent ratification of the same by the Board of Control.

20.06 "Continuous employment" for the purpose of calculating Vacation Leave shall not be deemed to be interrupted by absence on Sick Leave, or other absence on Leave authorized by the Employer pursuant to the Agreement, provided the employee returns to full-time active employment with the Employer on or before the expiration of such Leave.

20.07 Upon the separation of any employee for any reason whatsoever, except discharge for cause or resignation without fourteen (14) days' notice, any and all Vacation Leave then unused which has accrued to the benefit of such employee during the calendar year of such separation or carried over from previous years, shall be paid in cash money immediately upon such separation. Any Vacation Leave to be paid in cash money pursuant to the provisions of this paragraph shall be considered paid in full as of the date of separation from service and no date of separation shall be moved forward in time by reason of Vacation Leave. All employees separated from the City for any reason whatsoever shall be deemed to leave the employment of the City as of the date of their final physical presence as an employee at an assigned duty in the service of the City.

ARTICLE 21 **HOLIDAY LEAVE**

21.01 All employees shall receive Holiday Leave, with regular compensation, on the following scheduled days:

January 1
Martin Luther King Day
President's Day
The Friday before Easter
Memorial Day
Juneteenth
July 4
Labor Day
Veteran's Day
Thanksgiving Day and day after Thanksgiving
December 24
December 25

21.02 If an employee works on a holiday, he or she will be paid his or her regular overtime rate. For New Years Day, Thanksgiving Day and Christmas Day, a double time rate will apply for all hours worked. Hours paid as Floating Holiday Time will count as hours worked for the purpose of calculating overtime.

21.03 For those employees permanently assigned to a day shift schedule (defined as an 8 hour/5 days a week schedule) there is no banking of Holiday Time. For employees assigned to work rotating shifts (defined as 12 hour scheduled shifts) in lieu of the observed holidays, those employees will receive 104 hours of Floating Holiday Time which shall be added at the beginning of each calendar year and may be taken in 4 hour increments as scheduled with the approval of the Employer. Employees who begin or leave a rotating shift schedule during the year will have his or her time prorated accordingly.

ARTICLE 22 PERSONAL LEAVE

22.01 Each employee shall earn Personal Leave with pay at the rate of one-fourth (1/4) day for each calendar month of service completed, provided that the employee has actually worked and been physically present at all times during the regular work period scheduled for such employee or been absent by reason of Leave granted elsewhere in this Agreement, with the exception of Sick Leave, Personal Leave with pay must be scheduled with the approval of the Director or his designee.

22.02 Personal Leave may be carried over from one calendar year to the next; provided, however, that no employee shall accumulate a total amount of Personal Leave in excess of nine (9) days. Accumulated Personal Leave shall be forfeited upon separation from employment with the Employer and shall not accrue to the benefit of the employee's estate, heirs or assigns.

22.03 Personal Leave shall be taken in not less than one-half (1/2) hour increments at the option of the employee but scheduled with the approval of the Employer.

ARTICLE 23 FUNERAL LEAVE

23.01 All employees shall be granted Funeral Leave according to the following schedule, to-wit:

- a. Upon the death of a close friend, an employee may use personal days to attend the funeral of a close friend.
- b. Upon the death of a stepbrother, stepsister, grandparent or grandchild, one (1) day of Funeral Leave.
- c. Other than as provided in d) below, upon the death of an immediate family member, the employee will receive three (3) days of Funeral Leave. "Immediate family member" shall be defined to include spouse, child, stepchild, mother, father, mother-in-law, father-in-law, brother or sister.

- d. Upon the death of a spouse or child or stepchild residing with the employee, five (5) days.

23.02 In the event that an employee requires Funeral Leave in addition to the time set out in paragraph 23.01 above, such employee may utilize any and all accumulated accrued leave.

ARTICLE 24 MILITARY LEAVE

24.01 An employee shall be granted a leave of absence for military duty in accordance with State and Federal law.

ARTICLE 25 JURY DUTY LEAVE

25.01 Any employee who is called for Jury Duty, whether federal, county or municipal, shall suffer no loss in regular compensation. If such employee is assigned to night shift, the Employer will temporarily assign the employee to day shift during the period of Jury duty, but without any premium pay. Any compensation received from such Court for jury service shall be surrendered to the Employer.

ARTICLE 26 COURT APPEARANCE LEAVE

26.01 Any employee who is required to appear in any Court due to a job-related incident where the employee is not a plaintiff or other claimant, shall suffer no loss in regular compensation. If such employee is assigned to night shift, the Employer will temporarily assign the employee to day shift during the period of the court appearance, but without any premium pay. Any compensation received from such Court as for such appearance shall be surrendered to the Employer.

ARTICLE 27 LEAVE WITHOUT PAY

27.01 An employee may be granted a Leave Without Pay for a period not to exceed one (1) year for sickness, disability, educational development or other reasons found to be in the mutual interests of the Employer and the employee. Such Leave Without Pay must be approved by the Director and the Mayor or his/her designee and ratified by the Board of Control.

ARTICLE 28 UNAUTHORIZED LEAVE

28.01 Employees absent from work without a bona fide excuse acceptable to the Director of Public Service shall be considered on Unauthorized Leave. An Unauthorized Leave for a period more than one (1) assigned working day shall be considered as an automatic resignation from service with the City.

ARTICLE 29 **GRIEVANCE PROCEDURE**

29.01 All employees have the right to present a grievance in accordance with the procedures 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 Grievance Procedure.

29.02 For the purposes of this Grievance Procedure, the terms are defined as follows:

- a. **Grievance:** A “Grievance” is a violation of an express written provision of this Agreement.
- b. **Aggrieved Party:** The “aggrieved party” is an employee or group of employees within the Bargaining Unit, or the Union, who may file a grievance.
- c. **Party in Interest:** A “party in interest” is any employee named in a grievance who is not the aggrieved party.
- d. **Days:** A “day” is a calendar day, excluding Saturdays, Sundays and holidays recognized by the Government of the United States of America.

29.03 The following procedures shall control the administration of this Grievance Procedure:

- a. Except at Step 1, a grievance shall identify the aggrieved party; the Article of this Agreement grieved; the time and place of all alleged events or conditions constituting the grievance; the identity of the party alleged to have caused the grievance, if known to the aggrieved party; and a general explanation of the grievance.
- b. Except at Step 1, all decisions made upon any grievance shall be rendered, in writing, at each step of the Grievance Procedure with copies to the aggrieved party and any representative.
- c. If a grievance concerns more than one (1) employee, it may initially be submitted at Step 3.
- d. All matters concerning the filing of grievances shall be conducted during non-working hours, unless otherwise authorized by the Employer. By mutual written agreement of the parties, the Employer may temporarily reassign a grievant who is

assigned to night shift in order to permit that grievant to attend grievance hearings, only, which are scheduled during day shift hours.

- e. Any employee having a grievance may discuss the matter informally with the appropriate supervisor and agree to informally resolve the grievance without the intervention of the Union; provided, however, that the terms of this informal resolution are acceptable to the employee. In the event that a grievance is resolved without a formal determination, the terms of such informal resolution shall not be deemed to create a binding precedent for future proceedings on other similar matters.
- f. This Grievance Procedure does not require an employee to pursue the remedies herein provided and does not impair or limit the right of an employee to pursue any other remedies available under law. Conversely, an employee who pursues any remedy other than those explicitly provided for by this Grievance Procedure shall automatically be considered to have waived all remedies provided under this Grievance Procedure.
- g. The time provisions herein are to be strictly applied and any grievance not filed within the specified time limits shall be void. The parties may, by mutual written agreement, extend the time limitations set forth in this Article.
- h. This procedure shall not be used for the purpose of changing, amending, modifying or altering any of the provisions of this Agreement.

29.04 All grievances are administered according to the following Grievance Procedure:

Step 1:

An employee who may have a grievance shall notify the Superintendent of such grievance, in writing, within five (5) days of the occurrence of the facts giving rise to the same. The Superintendent shall schedule an informal meeting with the employee within five (5) days of the employee's filing the grievance. The purpose of this meeting will be to discuss the dispute and resolve it informally. The Superintendent shall verbally report the determination resultant from such informal meeting to the employee within five (5) days thereafter.

Step 2:

In the event that an employee initiating a grievance is not satisfied with the decision rendered by means of Step 1 above, the employee may give written notice of the grievance to the Service Director within five (5) days from the date of the decision rendered in Step 1 above. Within ten (10) days after such written notice to the Service Director, he/she shall hold a formal hearing upon such grievance and the Service Director may invite any persons whom he may deem necessary for the fair and impartial determination of the grievance. Within ten (10) days from the date of such hearing, the Service Director shall issue a written decision upon the grievance with a copy to the aggrieved party.

Step 3:

In the event the employee initiating the grievance is not satisfied with the decision rendered by means of Step 2 above, the employee may give written notice of the grievance to the Mayor or his/her designee within five (5) days from the date of the decision rendered in Step 2 above. Within ten (10) days after such written notice to the Mayor or his/her designee, the Mayor or his/her designee shall hold a formal hearing upon such grievance. The Mayor or his/her designee may invite any other person or party necessary to provide information required for the rendering of a fair and equitable decision. Within ten (10) days from the date of such hearing, the Mayor or his/her designee shall issue a written decision upon such grievance with copies to the aggrieved party and all parties present at such hearing.

Step 4:

Prior to arbitration, the Union may submit the grievance to mediation with the agreement of the City. The request to submit a grievance to mediation must be received by the Employer within five (5) working days of the Union's receipt of the Mayor or his/her designee's written decision described in Step 3 of this Section. The grievance shall be held in abeyance until such time as mediation is completed. Upon mutual agreement of Mediation, the Union will request a list of mediators from the Federal Mediation and Conciliation Service. The mediation will be deemed completed when an agreement as to the subject matter of the grievance is executed by both parties or which either party notifies the other party in writing of their intention to no longer participate in the mediation process. The parties agree to equally share the cost of the mediation.

ARTICLE 30

ARBITRATION PROCEDURE

30.01 If a grievance is unresolved by the Grievance Procedure, the aggrieved party may submit the grievance to arbitration not less than thirty (30) days following the completion of the Grievance Procedure. The grievance must concern either a contract violation or discipline of one (1) day or more off. Within ten (10) days thereafter, the parties shall meet to attempt to mutually agree upon an Arbitrator. If agreement is not reached, the Union shall request a panel of 11 Ohio-based arbitrators from the Federal Mediation and Conciliation Service. Either party may reject the entire list once and request a second list. The party rejecting the list bears the cost of the subsequent list. The parties shall use the alternative strike method to select the arbitrator from the list used.

30.02 The Arbitrator has no authority to alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any term or condition of this Agreement.

30.03 The Arbitrator shall not decide more than one (1) grievance on the same hearing day(s) except by mutual written agreement of the parties.

30.04 The arbitration hearing(s) shall be conducted in accordance with FMCS rules.

30.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, are assessed against the party losing the grievance or split equally between the parties upon a split award. 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.

30.06 The decision of the Arbitrator, and any award made, shall be in writing and delivered within thirty (30) calendar days from the final day of hearing, unless extended, by agreement. The decision of the Arbitrator shall be final and binding upon the parties.

30.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union may have failed to fairly represent a member of the Bargaining Unit during the exercise of any rights provided by the Grievance and/or Arbitration Procedures.

ARTICLE 31 EMPLOYEE RIGHTS

31.01 An employee has the right to the presence of a union representative at all stages of the Grievance Procedure provided in Article 29 and at all disciplinary hearings before the Service Director or the Mayor or his/her designee.

31.02 Before an employee may be charged with a violation of policy for a refusal to participate in an internal investigation, the employee shall be advised that any such refusal to participate may be the basis for disciplinary action, including dismissal.

31.03 There shall be no press release(s) initiated by the Employer or the Union regarding any employee under investigation.

ARTICLE 32 SAFE WORKPLACE

32.01 Any employee who becomes aware of a dangerous working condition shall immediately call a supervisor and report such condition to the Employer, in writing on a form mutually agreed to by the parties. Copies will be given to both the City and the Union. The Employer shall investigate any such condition thus reported and shall remedy such condition.

32.02 Any employee operating a motor vehicle provided by the Employer who becomes aware of a defect in such motor vehicle shall immediately report such defect to the Employer, in writing. The Employer shall have such vehicle inspected by a mechanic and shall remedy such defect, if any, forthwith.

ARTICLE 33 VACANCIES AND POSTING

33.01 In the event that a vacancy occurs within the Bargaining Unit, the Employer shall post an announcement of such vacancy for a period of five (5) workdays. Such announcement shall contain the job title, rate of pay and a brief description of duties.

33.02 Any employee wishing to apply for a vacancy, as in paragraph 33.01 above, shall submit an application, in writing, to the Employer.

33.03 Any employee who is awarded a vacancy, as in paragraph 33.02 above, shall be considered in a Probationary Period for twelve (12) months and shall be paid at the Probationary wage rate for such position in accordance with the attached Pay Rate Schedule. In the event that such employee does not perform satisfactorily in the new position during the Probationary Period, such employee shall be returned to the position previously held, at the prior rate with no loss of seniority.

ARTICLE 34 TEMPORARY ASSIGNMENTS

34.01 All employees may be required to perform any and all temporarily-assigned duties, regardless of the usual or customary duties generally assigned to such employees. Generally, temporary assignments shall not continue for a period greater than thirty (30) days. An employee assigned to a temporary assignment shall not be reduced in his base rate of pay during such period of temporary assignment.

ARTICLE 35 PERSONNEL FOLDER

35.01 An employee shall have the right to sign any and all documents placed into his/her personnel file. All references to reprimands occurring more than two (2) years prior to the action shall not be considered in future disciplinary actions; provided, however, that there has been no other disciplinary action taken against such employee during the said two (2) year period.

ARTICLE 36 TOTAL AGREEMENT

36.01 This agreement represents the entire Agreement between the Employer and the Union and, unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 37 CONFORMITY TO LAW

37.01 This Agreement shall be subject to, and subordinated to, any applicable present and future federal and state law, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

37.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the within parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

37.03 In the event any federal or state legislation affects a change with respect to health care and such legislation would alter the implementation or terms of the health care as provided in Article 17, Insurance, of this Agreement, the parties will meet to confer with respect to the effect of such change.

37.04 Any invalid provisions shall be then open for renegotiation between the parties for the purpose of reconciling the conflict.

ARTICLE 38 DURATION

38.01 This Agreement shall become effective as of January 1, 2022 and shall continue in full force and effect, along with any amendments made and annexed hereto until midnight, December 31, 2024.

ARTICLE 39 HEADINGS

39.01 It is understood and agreed that the use of Headings before Articles and Sections is for convenience only and that no Heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

ARTICLE 40 OBLIGATION TO NEGOTIATE

40.01 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.

40.02 For the life of this Agreement, the Employer and the Union each agree that neither shall be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, nor with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiation and execution of this Agreement.

ARTICLE 41 **MISCELLANEOUS**

41.01 The Employer shall provide the Union with adequate bulletin board space located in the Department. The Employer shall have the right to remove any material not in conformance with paragraph 41.02 below.

41.02 No notices, memoranda, posters or other forms of communication are to be posted on the bulletin board established in paragraph 41.01 above that contain any defamatory, political or controversial material, or any material critical of the Employer or any employee of the Employer.

41.03 The Employer shall provide all employees covered by this Agreement benefits similar to those provided to other employees of the City pursuant to Ordinance No. 85-85, relative to the PERS contribution pickup.

ARTICLE 42 **REGIONALIZATION/CONSOLIDATION**

42.01 In the event the Employer enters into an agreement to regionalize, consolidate, or outsource its water services, the Employer will, in good faith and in using their best efforts, negotiate for employment within the regionalized/consolidated/outsourced water service for all current Bargaining Unit members, maintain their existing seniority, rank, and rank in seniority. Nothing in Article 42 shall be construed to prohibit the Employer from entering into any agreement to regionalize/consolidate/outsource its water services.

ARTICLE 43 **FAMILY MEDICAL LEAVE**

43.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any rolling twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

43.02 The Employer may require an employee to use accrued vacation, holiday or accumulated sick leave, which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation or sick leave to exhaust such vacation time or sick leave time which shall constitute separate banks of time under this provision.

43.03 A husband and wife employed by the City of Berea in any position or capacity are eligible for FMLA. Leave up to a combined total of twelve (12) weeks of leave during the twelve-month period referenced in Section 43.01 if the leave is taken:

- a. For the birth of the employee's son or daughter or to care for the child after birth;

- b. For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- c. To care for the employee's parent with a serious health condition.

ARTICLE 44

SUBSTANCE TESTING AND ASSISTANCE

44.01 All employees are subject to drug and alcohol testing pursuant to the City's policy.

ARTICLE 45 EXECUTION

45.01 IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

FOR THE UNION:

FOR THE EMPLOYER:

Utility Workers Union of America, Local 270 AFL-CIO

City of Berea, Ohio

EXHIBIT A - WAGES

Starting	(4%) 2025	(4%) 2026	(4%) 2027
\$25.46	Probationary Operator/Maintenance Technician (0-12 Months) \$26.48	\$27.54	\$28.64
\$25.97	Probationary Operator/Maintenance Technician (7-12 Months) \$27.00	\$28.09	\$29.21
\$26.17	Operator Class I (formerly known as Operator/Maintenance Technician Class I) \$27.22	\$28.31	\$29.44
\$27.47	Operator Class I (formerly known as Operator/Maintenance Technician Class II) \$28.57	\$29.71	\$30.90
\$28.84	Operator Class III (formerly known as Operator/Maintenance Technician Class III) \$29.99	\$31.19	\$32.44
\$30.34	Operator/Maintenance Technician \$31.55	\$32.82	\$34.13
\$33.17	Lead Operator and Laboratory Technician \$34.50	\$35.88	\$37.31