Special Council Meeting
Tuesday, June 24, 2025 - 5:00 PM
AGENDA

1. Call to Order
2. Roll Call
3. Citizen comments on matters not on the agenda
4. Executive Session to prepare for, conduct, or review a collective bargaining strategy
5. Tabled Legislation
   a. **RESOLUTION 2025-26** COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND OHIO COUNCIL 8, AFSCME, AFL-CIO
6. Other Business
7. Adjourn

Next Council Meeting July 15, 2025 (No July 1 meeting)

City of Johnstown
Administrative Offices
www.johnstownohio.org

CITY OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177

RESOLUTION 2025-26

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND OHIO COUNCIL 8, AFSCME, AFL-CIO

SERB NO. 2024-MED-09-1047

WHEREAS, in State Employment Relations Board case 2024-REP-03-0034, Ohio Council 8, American Federation of State, County & Municipal Employees, AFL-CIO, (the "Union"), was certified by the Board as the exclusive bargaining agent for all full-time employees of the Wastewater/Sewer, Streets, and Water Departments, including all Utility Operators, Utility Laborers and Public Works foreman, but excluding all others; and

WHEREAS, in State Employment Relations Board case 2024-MED-09-1047, City of Johnstown and the Union have negotiated and reached tentative agreement for a collective bargaining agreement to be effective upon ratification and until December 31, 2027; and

WHEREAS, the City has been notified that the Union has ratified this collective bargaining agreement; and

WHEREAS, the City Manager has submitted the collective bargaining agreement, attached hereto as **Exhibit A**, to City Council for its approval under Ohio Revised Code Section 4117.10(B); and

WHEREAS, City Council finds it in the best interest of the City to approve the submission;

NOW, THEREFORE, BET IT RESOLVED BY THE COUNCIL OF THE CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO; A MAJORITY OF THE MEMBERS CONCURRING THAT:

Section 1. Pursuant to Ohio Revised Code Sec. 4117.10, the City of Johnstown Council hereby approves the collective bargaining agreement between the City of Johnstown and Ohio Council 8, American Federation of State, County & Municipal Employees, AFL-CIO attached hereto as **Exhibit A**;

Section 2. It is found and determined that all formal actions of this City Council, concerning and relating to the recommendation and adoption of this Resolution, were approved in an open meeting of this Council, and that meetings resulted in such formal action were meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Charter of the City of Johnstown.

Date of Introduction/Public Hearing/Vote: June 17, 2025 TABLED

By: _____
_____
Mayor Donald Barnard

ATTEST TO:

_____
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

_____
Yazan Ashrawi, Law Director

DRAFT

Collective Bargaining Agreement

Between:

The City of Johnstown, Ohio

-and-

Ohio Council 8, American Federation of State County and Municipal Employees, AFL-CIO, and Local 2599

2024-MED-09-1047

Effective Upon Ratification and Through December 31st, 2027

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ARTICLE 1
PURPOSE

This collective bargaining agreement is made between the City of Johnstown, Ohio, hereinafter referred to as "City"' or "Employer" and Ohio Council 8, American: Federation of State County and Municipal Employees, AFL-CIO, and Local 2599, American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to jointly as the "Union".

The objectives of this collective bargaining agreement are as follows:

A. To achieve and maintain a satisfactory, stable, and a productive employer-employee relationship and to promote improved work performance;

B. To foster a cooperative employer-employee relationship that will improve City government efficiency and effectiveness and provide high quality service and customer satisfaction;

C. To provide for the peaceful adjustment of differences which may arise;

D. To retain qualified employees by providing wages and benefits that are competitive and fair;

E. To provide an opportunity for bargaining unit members to meet with City administration through their representatives to collectively bargain over wages, hours, and other conditions of their employment; and

F. To set forth the agreement between the parties governing the wages, hours, and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The City recognizes Ohio Council 8, AFSCME, AFL-CIO and Local 2599, AFSCME, AFL-CIO as the sole and exclusive representative of employees in the bargaining unit certified by the State Employment Relations Board in Case Number 2024-REP-03-0034 and as thereafter amended.

Section 2.2. In no event will the performance of bargaining unit work by other personnel result in the reduction of regularly scheduled hours or layoff of bargaining unit employees or the erosion of the bargaining unit.

Section 2.3. When a change is proposed to an existing classification description within the bargaining unit, the Employer agrees to consult with the Union at least twenty-one (21) calendar days prior to the time change is to take effect. When a new classification is to be used by the City in its Water, Wastewater/Sewer, or Streets Departments, the City will provide to the Union a copy of the classification description at least twenty-one (21) calendar days prior to the use of the new

classification. In the event of a dispute, a filing will be submitted to the State Employment Board (SERB) for its determination in accordance with O.R.C. Chapter 4117.

ARTICLE 3
UNION SECURITY

Section 3.1. Upon the presentation of a written deduction authorization signed by the employee, the City shall deduct union dues, initiation fees, and assessments from the pay of bargaining unit employees in accordance with the terms of the executed authorization. The Union shall notify the City of the amounts to be deducted. Deductions shall be made from the pay of employees at least monthly.

Section 3.2. Previously signed and un-revoked authorization cards shall continue to be effective for current and reinstated employees.

Section 3.3. All dues deductions shall be deposited via electronic ACH payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than ten (10) business days after the last day of the month. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Section 3.4. The Employer shall email, with each deduction and transmittal of dues/fees, the following list of information in Excel or text format to oc8dues@afscme8.org, subject line: Local 2599, pay date mm/dd/yyyy:

A. Dues List: name (last name, first name, middle initial), current address, phone number, department/work unit, last four digits of the social security number, and the amount of the deduction for each employee, as well as the total amount of the dues deducted for all employees for the pay period of the report.

B. Non-Member List: in alphabetical order by last name. The current name, address, phone number, and department/work unit of each bargaining unit employee.

C. Dropped Employees: in alphabetical order by last name, last four digits of the social security number, current address, and phone number of bargaining unit employees who were dropped from either of the above lists and the reason each was dropped.

D. Total remittance amount.

This section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non-member) is provided by the City to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this Section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

Section 3.5. Employees who are members of the union may revoke their union membership at any time by sending written notice to the union of their desire to drop their union membership. Revocation of the union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Section 3.6. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same in the manner specified on the dues checkoff authorization card signed by the employee. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 3.7. The City shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any bi-weekly period involved, shall have failed to received sufficient wages to equal the dues, fees and assessment deductions. In the event a deduction is not made for any union member during any particular bi-weekly period, the City will make the appropriate deductions from the following pay period or periods.

Section 3.8. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, demands, suits, actions, proceedings, and other forms of liability, including damages and costs, brought by any employee arising from any deduction made by the City for purposes of complying with any provision of this Article in reliance on any notice or dues checkoff authorization card furnished under any of the provisions of this Article.

ARTICLE 4
PEOPLE CHECKOFF

Section 4.1. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington D.C. 20035-5334. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had dues deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall be terminated automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

ARTICLE 5
UNION RIGHTS AND REPRESENTATION

Section 5.1. Bulletin Boards. The City will reserve space on bulletin boards for exclusive use by the Union and place them in the same locations where employment notices are kept in the Departments of Water, Wastewater/Sewer, and Streets. Notices to be placed on the Union bulletin board may include, without the City Manager's prior approval, the following:

A. Notices of Union elections;

B. Notices of Union meetings;

C. Notices of Union appointments and results of Union elections;

D. Notices of Union recreational and social affairs; and,

E. Notices of the State Employment Relations Board.

No material may be posted on the bulletin board at any time containing personal attacks on any person or organization, including attacks upon City administration or officials, any employee organization, or candidates for public or union office.

Section 5.2. Access to Work. A representative of Ohio Council 8, AFSCME, AFL-CIO; the local Union President, Vice President, or Chief Steward shall be permitted access to work areas for the purpose of adjusting grievances, assisting in the settlement of disputes, or otherwise providing employee representation and/or carrying into effect the terms of this Agreement.

Section 5.3. Union Business. Union business may be conducted on City time by Union representatives with no loss of pay to Union representatives, provided that work will not be disrupted. Union business shall be scheduled to minimize interference with the work assignment of the Local Union officer and/or employee being assisted.

Section 5.4. New Employee Orientation. The City shall provide the names, classifications, work locations, dates of hire, addresses, phone numbers, and email addresses of all employees who are hired, promoted, demoted, or otherwise transferred into bargaining unit classifications. A representative from the Union shall be permitted to attend any established City, department or division orientation sessions for new hires into the bargaining unit for the purpose of making a presentation on behalf of the Union.

Section 5.5. Release Time for Union Conventions, Seminars, and Organizing. Union business leave shall be granted for up to two (2) persons from Local 2599 to attend Union seminars, Union conventions, or other internal Union educational programs and organizing events. Such leave shall not exceed twenty-four (24) hours collectively per calendar year and shall be permitted with the prior approval of the City Manager or designee. Applicable Union members may apply to use their vacation or personal leave balance or take the day unpaid.

Section 5.6. Release Time for Union Bargaining Team. Union bargaining committee members who participate in negotiations with the City during their regularly scheduled shift shall be paid for their regular working hours to attend such meetings.

ARTICLE 6
JOINT LABOR-MANAGEMENT COMMITTEES

Section 6.1. General Labor-Management Meetings. Upon the request of the City or Union, representatives of the City and the Union will meet for the purpose of discussing matters of mutual interest relating to the employees covered under this Agreement. The Union shall be entitled to not more than three (3) Local union representatives with no loss of pay to attend the labor-management meeting if the meeting is held during their regular shift. The Union representatives may also include a staff representative or regional director of Ohio Council 8, AFSCME, AFL-CIO.

ARTICLE 7
MANAGEMENT RIGHTS

Section 7.1. Except as specifically limited by an express provision of this Agreement, the City shall have the right and responsibility to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

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

ARTICLE 8
DISCIPLINE

Section 8.1. No employee shall be disciplined without just cause. Discipline shall be applied in a progressive manner and uniformly to all employees. Except in situations more severe discipline is warranted due to the employee's conduct, discipline normally will be applied in a corrective, progressive, and uniform manner in accordance with this Agreement. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Employees are entitled to a pre-disciplinary conference prior to the City issuing discipline. The purpose of the pre-disciplinary conference is to provide employees opportunities to respond to the disciplinary charges before the Employer makes a determination that could result in loss of pay or position.

Section 8.2. Before disciplinary action occurs, the City may initiate an informal corrective counseling with the employee. Said conference shall not be considered a reprimand or any disciplinary action but rather, a constructive, corrective action concerning a problem that should be corrected.

The progressive discipline referred to in Section 1 shall include in this order:

A. Verbal reprimand(s);

B. Written reprimand(s);

C. Suspension(s) (paid or unpaid, or forfeiture of paid leave);

D. Removal.

The City shall provide the Union with notice of disciplinary meetings at least twenty-four (24) hours prior to the meeting taking place.

Section 8.3. The City agrees to investigate incidences of alleged misconduct. Employees under investigation for a disciplinary determination may be placed on administrative leave with pay until the City has completed its investigation. When an employee is the subject of an investigation, the City will notify the employee and the Union and schedule a pre-disciplinary conference within fourteen (14) calendar days after the conclusion of the City's investigation.

Section 8.4. In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of counseling or verbal warnings may only be used as a basis for further discipline up to twelve (12) months after issuance; written reprimands up to eighteen (18) months after issuance; and suspensions and demotions may only be used as a basis of further discipline up to thirty-six (36) months after the date of issuance provided there has been no intervening discipline, which shall restart the consideration period.

ARTICLE 9
PERSONNEL FILES

Section 9.1. Each bargaining unit member may request to inspect his/her official personnel file and any other records of employment maintained by the Employer during normal working hours upon advance notice to the City Manager. An employee may have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. An employee may also authorize his/her attorney or Union representative to review his/her file by written authorization including signature.

Section 9.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the opportunity to place a statement of explanation or rebuttal with unfavorable statement.

Section 9.3. Records of warnings, reprimands, and suspensions shall be kept in the employee's official personnel file but cease to have effect as outlined in Article 8 Discipline of this Agreement.

Section 9.4. The signing of any material in an employee's official personnel file does not necessarily indicate his/her agreement but acknowledges he/she has seen the material. Employees shall be given copies of all documents placed in the personnel file.

Section 9.5. An employee's medical records as defined in O.R.C. 149.43 shall be kept in a separate file. Only the employee and the Employer shall have access to an employee's medical records. Release of an employee's medical records to anyone else shall only be authorized upon a signed written release by the employee or upon subpoena or court order.

ARTICLE 10
PROBATIONARY PERIOD

Section 10.1. Every newly-hired or promoted bargaining unit member of the City of Johnstown, including new hires who have transferred from another jurisdiction, whose classification is covered by this Agreement will be required to successfully complete a six (6) month probationary period, beginning with the date that the employee begins receiving compensation from the Employer. A probationary employee as defined in this section shall have no recourse through the grievance procedure outlined in Article 12 of this Agreement. The Employer will have no obligation to the Union to furnish reasons for the termination of any employee during their probationary period.

Section 10.2. Upon satisfactory completion of the probationary period, the bargaining unit member will be given permanent status and shall have all of the rights of other bargaining unit members covered under this Agreement.

Section 10.3. The Employer may extend the probationary period at the end of the initial six (6) month period for an additional three (3) months. Prior to the extension, the Employer must notify the employee and the Union of the extension with a reason for the extension.

ARTICLE 11
WORK RULES

Section 11.1. Establishing. The City may establish and revise work rules and personnel policies. Such work rules and personnel policies shall not be in conflict with this Agreement. Such rules and policies shall be uniformly applied, and any work rules made by individual departments or divisions shall not be in conflict with the City's general work rules and personnel policies.

Section 11.2. Notification to Union. The City will notify the Union when existing work rules and personnel policies are to be changed or new work rules and/or personnel policies are to be established. The City shall furnish the Local Union President with a copy of the changed or new rule or personnel policy at least fourteen (14) calendar days prior to the effective date.

Section 11.3. Notification and Availability to Employees. Work rules and personnel policies shall be distributed to employees at their time of hire. Revised or new work rules and policies shall be distributed to employees at least five (5) calendar days before becoming effective.

Section 11.4. Enforcement. Employees shall comply with all work rules and personnel policies. Such rules and policies shall be uniformly applied and uniformly enforced.

Section 11.5. Grievance. Any unresolved complaint as to whether any new or revised work rule or personnel policy involves a mandatory subject of bargaining may be challenged at SERB and whether timely notice has been provided to the Union or employees, whether work rules have been distributed to employees, or any complaint alleging discrimination in the application of any work rule or personnel policies shall be resolved through the grievance procedure as outlined in Article 12 Grievance Procedure.

Section 11.6. Distribution. The City shall maintain a procedure for making work rules and personnel policies readily available to all bargaining unit employees.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. Purpose. Grievances shall be submitted in accordance with this Article. Furthermore, the grievant will first attempt to resolve the matter informally with the employee's supervisor outside of the bargaining unit prior to filing a grievance.

Section 12.2. Grievance Defined. The term "grievance" shall mean an allegation by the Union, a bargaining unit employee, or the Employer that there has been a violation, breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 12.3. Grievance Forms. All grievances must contain sufficient information to provide notice to the City of the alleged violations and to conduct an investigation. Grievances should include the following information:

A. Aggrieved employee's name(s) and signature(s). Group grievance should be designated as such and indicate the members of the group.

B. Aggrieved employee's classification.

C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.

D. Date grievance was filed in writing.

E. Date and time grievance occurred.

F. The location where the grievance occurred.

G. A description of the incidences or circumstances giving rise to the grievance.

H. Specific articles and sections of the Agreement violated.

I. Desired remedy to resolve the grievance.

J. All written grievances must be filed using the grievance form provided by the Union.

Section 12.4. Standing. A grievance may be brought by any bargaining unit member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such a grievance shall be required to sign the grievance.

Section 12.5. Time. For purposes of this Article, "days" shall mean calendar days. When computing any applicable time period under this Article, the date of the event, act, or default from which the designated period of time begins to run shall not be included. Furthermore, if the last calendar day of the time period falls on a Saturday or Sunday, or a legal holiday observed by the Employer, the deadline shall be extended to the next regular business day. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 12.6. Processing and Withdrawal. All grievances must be processed at the proper step to be considered at subsequent steps. Any grievance which is not processed by the grievant within the time limits provided shall be considered resolved based on the City's last answer. Any grievance not answered by the City within the stipulated time limits shall be considered to have

been appealed to the next step in the grievance procedure. A grievance or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect.

Section 12.7. Procedure. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. A responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed. Any grievance of the issuance of disciplinary action involving a suspension, forfeiture of leave, demotion or termination shall be filed directly to Step 2.

A. **Step One – Department Director.** An employee having a grievance will first attempt to resolve it informally with their Department Director or designee, by submitting a written grievance within seven (7) days of the event giving rise to the grievance. The Director or designee may discuss the grievance with the grievant and a Union representative shall accompany the grievant to grievance meetings. Within seven (7) days after meeting with the grievance and Union, the Director shall submit a response to the grievance to the grievant and the Union. If the grievant or the Union is not satisfied with the response, either the grievant or the Union may pursue the grievance to Step Two.

B. **Step Two – City Manager.** Should the grievant or the Union not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) days after the Step One response was due), the grievant or the Union may submit the grievance to Step Two by delivering a fully completed copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the City Manager. At this step, the grievant shall also make reasonable efforts to submit any documentation believed to support the grievance. The City Manager, or designee, shall date the form accurately showing the date the City Manager received the form. The City Manager or designee shall, within fourteen (14) days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and the Union steward. The City Manager or designee shall submit a written response to the grievant and the Union within seven (7) days after the Step Two meeting.

C. **Mediation –** At any Step after a Step Two decision has been rendered, the parties may mutually agree to mediation. The use of mediation shall be by mutual agreement of the parties. Pre-arbitration grievance settlements shall be binding on the Employer, the Union, and the employee(s). Mediation shall not pause the timelines under this Article unless the parties mutually agree to do so.

Section 12.8. Arbitration. If the grievance is not resolved by the grievance process above, the Union may appeal a grievance involving non-disciplinary contract interpretation, or involving a disciplinary action with the penalty of a twenty-four (24) hour or more unpaid suspension or forfeiture of leave, demotion, or termination to arbitration.

The Union must serve the City Manager with a written notice of intent to arbitrate within fourteen (14) days of the written answer from the City Manager at Step Two, or from the date the written answer was due. Any grievance not submitted within such time period shall considered denied.

The Union shall within fourteen (14) days following the notice of intent to arbitrate request a list of nine (9) impartial arbitrators, from either the Federal Mediation and Conciliation Service (FMCS) – Region 5, the American Arbitration Association (AAA), or the Arbitration and Mediation Service (AMS) and within the Ohio. Upon receipt of the list of arbitrators, the parties shall confer to select an arbitrator within fourteen (14) days from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators by the FMCS, AAA, or AMS, with the Union striking the first name. The sole remaining name on the list shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by FMCS, AAA, or AMS and request another list. Each party may reject only one list per dispute. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS, AAA, or AMS and this Agreement. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of those specific Articles and Sections of this Agreement which are in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right to relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights, arising under any previous Agreement or grievance. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive payment to the date of the event giving rise to the grievance was presented to the Employer in Step One of the grievance procedure minus any offset for mitigation that is proven by the Employer. The grievant shall provide evidence of post-employment wages and other mitigation at the request of the Employer.

The quest of arbitrability of a grievance may be raised by either party at or before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

If a question of procedural arbitrability exists, the first question to be placed before the arbitrator will be whether the alleged grievance is procedurally arbitrable. If the arbitrator determines the grievance is within the purview of procedural arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding. The costs of the services, costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. The party retaining the court reporter shall file the transcript with the arbitrator and all other parties.

ARTICLE 13
NON-DISCRIMINATION

Section 13.1. The Employer and the Union agree not to discriminate because of race, religion, sex, age, color, disability, national origin, national ancestry, genetic information, military status, or political affiliation. The Employer and the Union agree not to discriminate or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

Section 13.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 13.3. The Employer's policies, rules and regulations shall be uniformly and fairly applied wherever feasible throughout the bargaining unit insofar as the separate functions of the various departments permit.

ARTICLE 14
SUBSTANCE ABUSE TESTING

Section 14.1. **Purpose**. It is the City's policy to ensure that its employees are free from the effects of alcohol and/or illegal drugs at all times while on duty. The City's goal is to reduce accidents, injuries, and fatalities resulting from drug and alcohol abuse and to ensure that employees are drug free while serving the needs of the community.

Section 14.2. **Use of Alcohol and Controlled Substances Prohibited**. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties. The employee shall provide the City Manager or the Manager's designee with the physician's report concerning such prescriptions. Use of reaction marijuana, or CBD, will not be deemed a valid excuse for failure of drug test.

Section 14.3. **Employees Tested**. All employees may be subjected to drug and/or alcohol testing conducted under any of the following conditions:

A. **Reasonable suspicion of drug and/or alcohol use**. Whenever the City Manager or the Manager's designee, or other supervisor, has reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance or receives credible information that the employee may be impaired the City may require such employee to submit urine or other sample for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee or credible information from a reliable source.

B. **Post-accident testing**. As soon as practicable following an accident involving a City Vehicle or other equipment, the City shall test each involved employee for alcohol and controlled substances. Any employee who is subject to post-accident testing shall make themselves readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight (8) hours for alcohol or thirty-two (32) hours for drugs following the accident, the test shall not be administered.

C. **Return to duty testing**. The City shall ensure that, before an employee returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, the employee undergoes a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and verified negative result for controlled substance abuse.

D. **Follow-up drug and/or alcohol testing**. Any employee who tests positive for the use of alcohol or controlled substances while on duty may be evaluated by a substance abuse professional. If, following an evaluation, the City directs the employee to undergo substance abuse counseling, such employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing consisting of at least six (6) tests in the first twelve (12) months after the employee's return to duty.

E. **Random Testing**. The City may implement random testing for drugs and/or alcohol where the names are randomly generated from an independent source and the test is administered per policy.

An employee with a Commercial Drivers' License will also report to testing as required by regulatory authorities.

Any employee may, of his/her own volition, voluntarily undergo a drug and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 14.4. Testing Requirements. All drug screening test shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and/or the department of health and human services. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

The laboratory or collection site chosen by the City shall afford an MRO process whereby employees may respond to a positive result with a valid prescription. If an employee tests positive for the use of alcohol or controlled substances, the City, prior to taking any action, will permit the employee the opportunity to explain in writing, the test results. Failure of any employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent or other reliable test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained int two (2) separate containers for use in the prescribed testing procedures in accordance with the laboratory's testing procedures. All laboratory procedures shall be outlined in writing and shall be followed in all situations arising under this policy. Copies of the procedures used shall be distributed to employees upon request.

Any employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered refusal to test.

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test results are positive shall have the right to require a certified copy of the testing result in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the City. Refusal to submit to the testing provided for under this agreement may be grounds for discipline up to and including termination.

Cost of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 14.5. Refusal to Test. Refusal to submit to the types of drug and alcohol tests employed by the City will be grounds for disciplinary action, up to and including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an employee may take which will be considered a refusal to test:

A. Refusal to sign the form releasing test results to the City;

B. A non-medical delay in providing a urine, breath, or saliva specimen;

C. Failure to report directly to the testing facility upon notification;

D. The use of any product to invalidate the test results.

Section 14.6. Confirmatory Tests.

A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the laboratory's procedures.

B. In the event the second test confirms the results of the first test, the Employer may proceed with appropriate discipline.

C. In the event that the second test contradicts the results of the first test, the Employer, may request a third test in accordance with the procedures prescribed above. The Employer shall pay for the cost of this test. The results of this test, if positive, shall allow the Employer to proceed with discipline as set forth in this article. If the results of the third test are negative, discipline shall not be imposed.

Section 14.7. Confidentiality. Test results will, as a general rule, remain confidential. However, the City may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense or related litigation. The City may also disclose test results when required by government agencies or in accordance with state and federal law.

ARTICLE 15
PERFORMANCE EVALUATIONS

Section 15.1. An employee's signature is required on any performance evaluation. The signature shall only state that the employee has read the evaluation. No subsequent employer comments shall be added to the evaluation once signed by the employee, the Service Director/immediate supervisor or his/her designee, and any other person that signs the evaluation for the City.

Section 15.2. An employee may respond in writing to a performance evaluation prior to signing the evaluation. Any such response will become part of the evaluation.

Section 15.3. When an employee has worked under the direction of more than one (1) supervisor during any evaluation period, the input of all/both of the employee's immediate supervisors shall be considered in the preparation of the performance evaluation.

ARTICLE 16
NO STRIKE, NO LOCKOUT

Section 16.1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

Section 16.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, or condone any lockout of bargaining unit employees.

Section 16.3. The Union shall undertake every reasonable means to induce bargaining unit members to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

ARTICLE 17
SENIORITY

Section 17.1. Seniority shall be used to determine layoffs and recall, as well as anywhere else the term "seniority" appears in the Agreement. When referred to in this Agreement:

A. "City Seniority" or "Employer seniority" shall be defined as an employee's uninterrupted length of continuous employment with the City of Johnstown.

B. "Department seniority" shall be defined as an employee's uninterrupted length of continuous employment in their respective Department (Streets, Wastewater/Sewer, or Water). Employees that work in two or more departments will be credited for their time worked in each department.

C. "Bargaining unit seniority" shall be defined as an employee's uninterrupted length of continuous employment in the bargaining unit.

D. "Classification seniority" shall be defined as an employee's uninterrupted length of continuous employment in his/her bargaining unit classification and Department. (Public Works Foreman, Utility Laborer (CDL), Utility Laborer (non-CDL), Utility operator Class I, Utility Operator Class II, or Utility Operator Class III).

Seniority shall not include any time worked at another municipality or other public employer.

Seniority shall be broken/terminated in the following situations:

1. Resignation of the employee;

2. Termination of the employee for just cause;

3. Failure by the employee to report after a recall from layoff; or

4. The employee is laid off for longer than eighteen (18) consecutive months.

An employee's use of leave, including but not limited to, FMLA leave, injury leave, or military leave, shall not be considered a break in service for purposes of calculating an employee's seniority.

Section 17.2. The City will provide the Union with a seniority list of all employees of the bargaining unit. Seniority lists shall be provided by the City to the Union on an annual basis and whenever a bargaining unit employee's employment status has changed. Seniority lists shall contain the name; department; job classification(s); date of hire with the City; dates of employment

within each Department (Streets, Wastewater/Sewer, and/or Water); and dates of employment within each classification for all employees of the bargaining unit. Upon the Union's request, the City shall meet with the Union to review the seniority list to correct any errors.

Section 17.3. When two employees have the same seniority, the determination of which employee has greater seniority shall be determined based on coin toss.

ARTICLE 18
LAYOFF AND RECALL

Section 18.1. When a layoff is necessary due to lack of funds or lack of work, the City shall notify the affected employees and the Union fourteen (14) calendar days in advance of the effective date of the layoff. The City shall determine in which Department (Streets, Wastewater/Sewer, or Water) and classifications the layoff should occur and the number of employees to be laid off. Upon request from the Union, the City will meet with the Union to bargain the effects of the layoff on bargaining until employees. Any layoff will be instituted within the affected Department according to Department seniority, with employees with the least Department seniority being laid off first.

Section 18.2. The City may designate no more than one (1) employee each in the Water, Wastewater/Sewer Departments as a backup operator of record in its sole discretion in each Department. Employees who are designated as backup operators pursuant to this provision will have preferential seniority with respect to this Article only for the limited purpose of ensuring the City meets minimum staffing requirements as set forth in O.A.C §§ 3745-7-03 and 3745-7-04.

Section 18.3. An employee that is laid off shall have the right to displace ("bump") an employee with less Department seniority in a lower certification level or classification in the Department. Employees who bump shall retain their rate of pay that was in effect at the time they exercise their bumping rights. (For example, a laid-off Utility Operator in the Water Department with a Class II certification may bump either a Utility Operator in the Water Department with less Department seniority and a Class I certification or a Utility Laborer in the Water Department with less Department seniority and no certification. A laid-off Utility Laborer in the Streets Department who has a CDL may bump another Utility Laborer in the Streets Department who does not have a CDL.) An employee that is displaced ("bumped") shall have the right to bump an employee with less Department seniority. An employee that is laid off as a result of being displaced shall have a right of recall as provided in this Article.

Section 18.4. Laid off employees shall be placed on a recall list for a period of eighteen (18) months. If there is a vacancy at the City, employees on the recall list shall be recalled in the inverse order of the layoff. Any recalled employee requiring additional training to meet the position requirements in existence at the time of the recall must complete the additional training within twelve (12) months of the recall. The employer shall pay any training expenses as a result of this requirement.

Section 18.5. Notice of recall shall be sent certified mail, return requested mail to the last known address of the laid off employee. It is the responsibility of the employee to keep the Employer advised in writing of their current and accurate address during the recall period.

Section 18.6. The recalled employee shall have seven (7) calendar days to notify the City of their intended return work. Following that notification, the employee shall have fourteen (14) calendar days to return to work. The timeframes in this Section may be amended on a case-by-case basis by mutual agreement of the parties.

ARTICLE 19
VACANCIES

Section 19.1. Vacancy Defined. A vacancy occurs when a bargaining unit position becomes unfilled whether by an employee leaving a position on a permanent basis, the City creating a new position, or otherwise. If the City intends to fill the vacancy, the City shall post the vacancy.

Section 19.2. Filling a Vacant Position. When a vacancy, as defined above, occurs in a bargaining unit position:

A. Laid off employees from the vacant position shall be recalled in accordance with the Layoff and Recall Provisions, Article 18, of this agreement, if applicable; then

B. Current employees may apply for the vacancy in accordance with Section 3, below.

Section 19.3.

A. When the City determines to fill a vacancy in the bargaining unit, the opening shall be posted for a period of five (5) working days on the bulletin boards in each division. The Local Union President or designee may sign for an interested but absent employee.

B. The posting shall indicate the job title, qualifications of the job, classification, rate of pay, shift, and department, of said position. The qualifications of the job shall be determined by the Employer. Those qualifications may include, at the City's discretion, a time period for the employee to obtain required certifications or licenses.

C. The Employer shall consider Departmental seniority as a factor in the selection process.

ARTICLE 20
HEALTH AND SAFETY

Section 20.1. Safety. The safety of employees is a mutual concern for the City and the Union. The Employer accepts the responsibility to attempt to provide safe working conditions and working methods for all employees. The Union will cooperate with the City in encouraging bargaining unit members to observe applicable safety rules and regulations. All working conditions believed to be unsafe must be reported to the Employer as soon as the unsafe working conditions are discovered. The City Manager or designee will investigate all reports of unsafe working conditions and will attempt to correct any which are found and see that the safety rules and safe working methods are followed by all employees. Bargaining unit members accept the

responsibility attempt to maintain tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 20.2. Personal Protective Equipment. The City shall provide at no cost to the employees any and all required personal protective equipment that is required by employees when performing their duties.

Section 20.3. Tools, Materials, and Equipment. The City agrees to furnish all employees with tools, materials, and equipment necessary to perform their jobs. Such tools and equipment, as well as the employees who receive the same, shall be determined by the City. The City shall retain ownership of such tools and equipment and the same shall be returned by employees upon their separation from City service. The City agrees to replace any damaged or worn out tools and equipment. However, employees shall be responsible for replacing those items which are lost or damaged solely through fault of the employee.

ARTICLE 21
HOURS AND OVERTIME

Section 21.1. Workweek. Employees will be regularly scheduled to work either five (5) eight (8) hour shifts or four (4) ten (10) hour shifts with at least two (2) regularly scheduled consecutive days off, in each seven (7) day period. Employees may be assigned to different work hours based on special assignments or operational needs as determined by the Employer.

Section 21.2. Overtime. Employees will be paid overtime pay at a rate of one and one-half (1.5) times their regular rate of pay after forty (40) hours of work in a work week.

Section 21.3. Overtime Equalization. The City, where possible, will post overtime in a Department seven (7) or more calendar days in advance for voluntary sign-up. Where no employee in the Department accepts voluntary overtime, or where it is not practicable for the employer to seek voluntary sign-up, the employer may mandate overtime by another employee in the Department. Mandatory overtime shall be mandated as equitably as practical and shall be equalized on a continuous basis. The City shall maintain two (2) overtime lists in order to determine which employees in affected classifications shall be mandated overtime. The first list will be for overtime in the Streets Department and the second list will be for the Water and Wastewater Departments. These lists will be continually updated. Employees shall rotate through the respective overtime list based on the inverse order of Department seniority. Where an employee works a mandated overtime assignment, they shall be rotated to the bottom of the list.

Section 21.4. Compensatory Time. At the discretion of the Employer, employees, in lieu of overtime, may accumulate compensatory time off at a rate of one and one-half (1.5) times the amount worked after forty (40) hours in a work week to a maximum of one hundred (100) hours per year. Compensatory time shall be granted, upon an employee's request, where the use of compensatory time does not unduly disrupt the Department's operations. All employees shall have advance written approval from their Department Director before accruing and using compensatory

time. Compensatory time may not be carried forward from one payroll year to the next. Any compensatory time which an employee has accumulated as of the end of any payroll year shall be paid to the employee at the appropriate rate of pay in effect at end of the payroll year. This payment shall be paid with the wages earned during the first pay of December of that calendar year, unless otherwise approved by the City Manager.

Section 21.5. Call-In Pay. An employee who is called in to work for an emergency matter when the employee is not scheduled to work shall be paid at the employee's regular rate of pay, overtime, or holiday rate, if applicable and will be paid a minimum of three (3) hours beginning at the time they report to work. If the employee is required to work more than three (3) hours during the call-in, they will be compensated according to the total number of hours worked.

Section 21.6. On-Call Duty. On-call duty shall be distributed equitably as practical. Employees in the Streets Department may be permanently assigned to an on-call list. The Employer will notify employee(s) from the permanent on-call list of their on-call status at least twenty-four (24) hours in advance if practicable before the weekday that the affected employee(s) is/are on call. Bargaining unit employees who are permanently assigned by the City to the on-call list will receive twenty dollars ($20.00) per day that they are on call meaning the time between scheduled shifts. The stipend will be disbursed in the bi-weekly paychecks. The employee is not entitled to any further compensation while on-call unless/until called in to work under Section 5, above. While on-call, the employee is not required to remain on the Employer's premises and may use the time for their own personal pursuits but must remain reachable at all times by cell phone. The employee may travel or engage in other activities of their own choosing but must remain sober and report to work within one and one-half (1.5) hours of notification. Employees may trade their on-call days with others on the on-call list, upon prior approval of the City. This section does not excuse any employee, whether or not on-call, from the requirement to respond to after hours calls.

Section 21.7. Flex Time. The City Manager or his designee, in his discretion, may approve an employee's request to flex time within a work week instead of accruing overtime or compensatory time.

ARTICLE 22
WAGES

Section 22.1. During the term of this Agreement, all employees will receive general wage increases as follows:

Effective January 1, 2026: Three percent (3%).

Effective January 1, 2027: Three percent (3%).

In addition, the minimum and maximum pay bands for bargaining unit classification shall be as follows:

2025

Classification	Minimum Rate	Maximum Rate
Utility Operator Class III	$33.53	$39.60
Utility Operator Class II	$27.03	$37.10
Utility Operator Class I	$23.32	$31.27
Utility Laborer	$19.00	$28.09
Public Works Foreman	$19.00	$28.09

2026

Classification	Minimum Rate	Maximum Rate
Utility Operator Class III	$33.53	$41.58
Utility Operator Class II	$27.03	$38.96
Utility Operator Class I	$23.32	$32.83
Utility Laborer	$19.00	$29.49
Public Works Foreman	$19.00	$29.49

2027

Classification	Minimum Rate	Maximum Rate
Utility Operator Class III	$33.53	$43.66
Utility Operator Class II	$27.03	$40.90
Utility Operator Class I	$23.32	$34.48
Utility Laborer	$19.00	$30.96
Public Works Foreman	$19.00	$30.96

Additional amounts can be earned by each bargaining unit member in a merit increase/bonus up to an equivalent of an additional two percent (2%) each under Section 2.

Section 22.2. Merit Increases/Performance Bonuses. Beginning the year 2026, merit compensation may be given by the City at its discretion at any time during a contract year subject to the constraints of the wage range in Section 1. Such wage increases or bonus payments shall be based on the following criteria: performance evaluations for the year, discipline received during the year, response rate to call-ins, and attendance (based on fifty-six (56) hours or less of sick leave use for the year). Each of the four (4) criteria shall be weighted equally to determine if an employee will receive a merit increase. All employees shall be evaluated by the City. The evaluations shall be in writing. Once recommended, the City Manager shall make a final determination as to a merit increase or lump sum bonus. The City Manager's decision is final and not grievable. Merit increases may be in the form of hourly adjustment or lump sum equivalents.

Section 22.3. Higher Classification Pay. Employees who are temporarily assigned the duties of a classification assigned a higher wage rate will be paid at that higher wage rate for each hour worked in the higher paid classification.

Section 22.4. Longevity. Bargaining unit employees shall be entitled to longevity pay upon completion of five (5) years of service. Longevity pay will be five hundred and fifty dollars ($550.00) annually. An additional fifty dollars ($50.00) shall be paid for each year of full-time service in excess of five (5) years and up to twenty (20) years of service. An additional seventy-five dollars ($75.00) shall be paid for each year of service in excess of twenty (20) years and up to thirty (30) years of service. Once an employee reaches thirty (30) years of service, they have reached the maximum and shall continue to receive the sum of the thirty (30) year total each year thereafter. Employees that were employed prior to December 31, 2000 may submit in writing their intent to be grandfathered under the previous longevity structure. Such reasonable requests shall be granted by the City Manager. Longevity payment shall be made on an annual basis on the payday immediately after December 1 of each year, payable after the employee's fifth (5^{th}) service anniversary and each year thereafter.

Section 22.5. Shift Differential. An employee working on second shift, third shift, or on a Saturday or Sunday will receive an additional one dollar and fifty cents ($1.50) per hour added to their rate of pay for regular time.

Section 22.6. Supplemental. Any Employee assigned to the following assignment shall receive the following pay while performing such duties:

Water:
Operator of Record – two dollars ($2.00) per hour.

Wastewater
Operator of Record – two dollars ($2.00) per hour.

Commercial Driver's License:
CDL license holders in the classifications Utility Laborer and Public Works Foreman will receive an additional one dollar and fifty cents ($1.50) per hour if obtained after hire.

The City will reimburse each employee for the cost of the training/certificate program for any of the above certifications/licenses, the first attempt of testing, and the successful attempt at testing if the employee is not successful on the first attempt. Any additional testing attempts will be at the employee's expense. The City will pay for any cost of re-certifying a prior obtained certification/license, including the reimbursement for employees to obtain continuing education units (CEUs) as provided in Article 31 Training and Education.

Except in circumstances where there is a delay in the City's scheduling of a CDL exam, Utility Laborers without a CDL may be hired, but must obtain their CDL within twenty-four (24) months of hire. Utility Operators without a Class I license may be hired but must obtain their Class I license within twenty-four (24) months of hire.

ARTICLE 23
INSURANCE

Section 23.1. Health and Dental. Effective upon ratification, the Employer shall pay ninety percent (90%) of the health and dental insurance premiums, and the employee shall pay ten percent (10%) of the premiums by payroll deduction. These contribution percentages will be effective July 1, 2025.

Section 23.2. Vision. The Employer will provide vision insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other City employees.

Section 23.3. Life and Accidental Death and Dismemberment. The Employer will provide life and accidental death and dismemberment insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other City employees.

ARTICLE 24
HOLIDAYS

Section 24.1. Holidays. All employees are eligible for twelve (12) holidays in each calendar year. These holidays are:

1. New Year's Day (January 1st);
2. President's Day (Third Monday in February);
3. Memorial Day (Last Monday in May);
4. Juneteenth (June 19th);
5. Independence Day (July 4th);
6. Labor Day (First Monday in September);
7. Columbus Day (Second Monday in October);
8. Veterans Day (November 11th);
9. Thanksgiving Day (Fourth Thursday in November);
10. The Friday after Thanksgiving Day (Fourth Friday in November);
11. Christmas Eve (December 24th); and
12. Christmas Day (December 25th); and
13. Employees will also be eligible for any other holiday approved by City Council for employees.

Each employee in paid status when the holiday occurs will receive eight (8) hours of Holiday Pay at their regular hourly rate for the holiday, in the pay period in which it occurs. Employees must either have worked their required shift immediately prior to the holiday, or be on vacation, compensatory time, or personal leave immediately prior to the holiday, in order to receive holiday pay.

Section 24.2. When Holidays Are Observed. When a holiday falls on the first day of an employee's regularly scheduled days off, it shall be celebrated on the previous day; when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day.

Section 24.3. Pay for Time Worked on a Holiday. In addition to the Holiday Pay under this Article, an employee who works a shift that starts on any of the Holidays listed in Section 1 of this Article shall receive time and one half (1.5) times their regular rate for all hours worked for that shift.

ARTICLE 25
VACATION

Section 25.1. Vacation Accrual. Each member shall be entitled to accrue vacation leave with pay at their straight-time rate each pay period worked according to the following schedule:

Length of Employment*	Rate of Accrual
During first three (3) years of employment	3.08 hours per pay period (two (2) weeks per year)
Beginning of the fourth (4th) year through eighth (8th) year of employment	4.62 hours per pay period (three (3) weeks per year)
Beginning of the ninth (9th) year through eighteenth (18th) year of employment	6.15 hours per pay period (four (4) weeks per year)
Beginning of the nineteenth (19th) year through the twenty-third (23rd) year of employment	7.69 hours per pay period (five (5) weeks per year)
Beginning of the twenty-fourth (24th) year of employment and beyond	9.23 hours per pay period (six (6) weeks per year)

*The length of Full-Time Employment is defined as the length of continuous full-time employment with the City of Johnstown for vacation accrual purposes only. At the City's sole discretion, a bargaining unit member may be given prior service credit from other City Departments and/or from qualifying prior full-time employment in OPERS for vacation accrual purposes. Any member who has been given such credit previously shall keep it.

First year employees shall accrue vacation leave as set forth in this Article and shall be first eligible to use up to forty (40) hours of vacation leave during the second six (6) months of their first year.

Employees who work less than eighty (80) hours per pay period shall accrue vacation at a ratio equal to the number of hours normally worked compared to the usual eighty (80) work hour pay period.

Section 25.2. Scheduling and Approval. All vacation leave must be scheduled through and authorized by the Service Director or his designee. Employees may take vacation leave in increments of one (1) hour. If an employee desires to take vacation leave days, the employee shall obtain approval no fewer than seven (7) calendar days in advance of the first desired leave day; however, the Service Director or his designee may approve vacation with less than seven (7) calendar days' notice if staffing needs allow. The Service Director or his designee may approve vacation considering the staffing needs of the Department.

Section 25.3. Vacation Carry-Over. Upon approval of the Service Director, up to one hundred twenty (120) hours of accrued, unused vacation may be carried over to the next calendar year by an employee who accrues vacation at the zero to eight (0-8) year rate; and up to two hundred forty (240) for employees who accrues at the nine (9) year and over rate. All other vacation leave must be used by December 31st or it will be forfeited.

Section 25.4. Payout on Separation. If an employee with at least one (1) year of full-time service voluntarily terminates employment with the City, the City shall payout the member's earned and accrued, but unused, vacation. In the event of the death of an employee, such vacation shall be paid to the employee's beneficiary or estate.

ARTICLE 26
PERSONAL LEAVE

Section 26.1. At the beginning of each calendar year, each employee shall be given twenty-four (24) hours of personal leave. Personal leave may not be accumulated or carried over to the next calendar year and has no cash or payout value. Personal leave shall be taken in increments of no less than one-half (0.5) hour. No employee may take personal leave without the prior written approval of his/her department director. Department directors will make such approvals based on the staffing needs of the City, such approvals are not automatic. Personal leave will be granted to new employees on the following pro-rated basis:

Start date in January-April: twenty-four (24) hours;

Start date in May-August: sixteen (16) hours;

State date September-December: eight (8) hours.

ARTICLE 27
SICK LEAVE

Section 27.1. Sick Leave Accrual. Full-time employees shall accrue sick leave at a rate of 4.6 hours per pay period for each pay period of actual service to the City.

A newly hired employee may transfer unused accumulated sick leave, up to two hundred forty (240) hours, from a previous employer when that employer was the State of Ohio, or an Ohio county, or municipal employer or one (1) of its agencies, and such transferred sick leave may be immediately available to the new employee.

Sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours. Employees with accumulated sick leave in excess of nine hundred sixty (960) hours as of December 1st of each year will be eligible for a sick leave pay-out on the next payday immediately after December 1st of each year. This pay will be equal to one-half (0.5) of the employee's hourly rate times the

number of accrued sick leave hours in excess to nine hundred sixty (960) hours as of that December 1st. Those excess hours will then no longer be available to the employee for sick leave usage or other compensation.

Section 27.2. Compensation. Approved paid sick leave will be paid at the employee's regular rate of compensation. Sick leave may be taken in one (1) hour increments.

Section 27.3. Use of Sick Leave Days. No employee may utilize sick leave unless such leave has been earned. Permission to utilize sick leave may be granted by the employee's Department Director for absence due to:

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

B. Exposure of an employee to a contagious disease that could be communicated and jeopardize the health of other employees;

C. Illness, injury, or pregnancy-related conditions of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;

D. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner only where the examination could not be scheduled at a time when the employee was not on duty for the City;

E. Examination of the employee's immediate family, including medical, psychological, dental, or optical examination by a licensed practitioner, only where the examination could not be scheduled at a time when the employee was not on duty for the City;

F. In addition to the Bereavement Leave provided in Article 28 Other Leaves, sick leave, up to two (2) days, may be approved for use in the event of a death in the family.

In the event the employee is absent for three (3) or more consecutive days, or if the Employer reasonably suspects sick leave abuse, the employee must provide the City Manager or the Manager's designee a physician's statement certifying the days off and stating the reason for the absence.

In the event the employee fails to submit adequate proof of illness, injury, or death upon request, sufficient to justify the absence in the City's sole discretion, such leave may be denied and shall be unpaid, subject to an appeal through the grievance procedure of this Agreement.

Section 27.4. Sick Leave Conversion at Retirement. An employee, at the time of retirement from active service with the Employer, shall be paid one-half (0.5) of the value of his/her accrued, but unused sick leave. The maximum of such payment, however, shall be for hundred eighty (480) hours. To qualify for such payment, the employee must be eligible to receive retirement benefits through a state-sponsored retirement plan and actually retire from service. Such payment shall be

based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 27.5. Donated Sick Leave. Any full-time employee may apply to the Human Resources Director to receive donated sick leave, if the employee requesting such donated sick leave:

1. Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders the employee unable to perform the essential functions of the employee's position for a minimum of four (4) consecutive weeks;

2. Has exhausted all leave balances and does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; and

3. Has no record of ever being disciplined for sick leave abuse.

An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Human Resources Director. Written documentation from a medical doctor of the employee's serious illness or serious injury must be attached to the request. Copies of the written request and written documentation from a medical doctor shall be provided to Human Resources.

Upon approval of a request for sick leave donation, the City Manager or designee shall complete the necessary form and forward copies of same to the employee request sick leave donation.

An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward the same to the City Manager or his/her designees, who shall provide a copy to Human Resources.

Upon approval of an employee's request for donated sick leave, the City Manager or his/her designee shall:

1. Notify all eligible employees of need for donated sick leave, while respecting the employee's right to privacy;

2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

A. **Donating Sick Leave**. Employees may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

1. Retains a sick leave balance of at least two hundred forty (240) hours after deduction of the hours offered for donation; and

2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and not used shall be returned.

B. **Additional Terms and Conditions for Sick Leave Donation**. The following additional terms and conditions shall apply to the Sick Leave Donation Program:

1. All donations of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;

2. An employee receiving donated sick leave shall be paid at the employee's regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;

3. Sick leave shall be deducted from donating employee proportionately from all donated hours and credited to the receiving member's account on pay day up to the amount necessary for the employee to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.

4. An employee using donated sick leave shall be in active pay status and shall accrue sick leave and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.

5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two (2) weeks' pay. Employees who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.

6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.

7. No employee may donate more than eighty (80) sick leave hours to another employee in a calendar year.

8. The City Manager or designee shall ensure that no employee is forced or coerced into donating sick leave for a fellow employee. Donation shall be strictly voluntary. Only the Human Resources Director shall directly solicit donations of sick leave from another employee.

ARTICLE 28
OTHER LEAVES

Section 28.1. Bereavement Leave. In the event of a death in an employee's immediate family, paid bereavement leave of up to three (3) working days will be granted to the employee. "Immediate family" shall mean spouse, parent, child, stepparent, stepchild, sibling, stepsibling, parent-in-law, sibling-in-law, grandparent, grandparent-in-law, or grandchild. Additional leave, including leave without pay, may be granted on a case-by-case basis.

Section 28.2. Family Medical Leave. Eligible employees may request time off for family and/or medical leave of absence as provided under the Family Medical Leave Act (FMLA) and the City's FMLA policies. The City's establishment and revision of its FMLA policies is subject to the same requirements as the establishment and revision of other work rules and employment policies as provided in Article 11 Work Rules Provision of this Agreement.

Section 28.3. Military Leave. Eligible employees may request time off for military leave as provided by R.C. Chapters 5903, 5906, and 5923; the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the City's military leave policies. The City's establishment and revision of other work rules and employment polices as provided in Article 11 of this Agreement.

Section 28.4. Jury Duty Leave. If an employee is summoned to jury duty, the City will pay the difference between the employee's regular wages and the fee received for jury duty. The employee must contact their Department Director promptly after receiving notification to appear for potential jury service. Unless excused by the Department Director, if jury duty is concluded prior to the completion of the employee's regularly-scheduled work day, the employee must return to work for the remainder of the work day.

Section 28.5. Injury Leave. Am employee who sustains an injury in the course of and arising out of the employee's employment with the city, where such injury affects the employee's work performance, shall be entitled to paid injury leave at their regular rate of pay for up to seven (7) calendar days from the date of injury. The employee shall not be entitled to paid injury leave under this Article if the injury was either purposely self-inflicted or caused by the employee being intoxicated, under the influence of a controlled substance not prescribed by a physician, or under the influence of marijuana, or if the employee refuses or attempts to interfere with a post-accident alcohol or drug test ordered by the Employer consistent with the City policy. After seven (7) calendar days from the date of injury, the City may extend injury leave, at its discretion, on a case-by-case basis.

Section 28.6. Eligibility. For an employee to qualify for injury pay, the employee must file with the Department Director a written statement that includes the following information.

A. The location of the injury;
B. The time of the injury;
C. The names of all known witnesses to the injury;

D. A description of what caused the injury;
E. A description of the symptoms of injury and when they first manifested; and
F. Whether the employee sought medical treatment and, if so, by whom.

This report must be provided to the Department Director immediately after the injury and on that shift or, if not possible, once the employee knows about or suspects the injury and is capable of reporting it. The employee must thereafter provide the Department Director a health provider's statement certifying the nature and extent of the employee's injury.

For an employee to qualify for injury pay, the employee must also sign all salary continuation agreements and/or other documents (such as an Ohio BWC Salary Continuation Agreement [C-55] or its equivalent) requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to the Ohio Workers' Compensation Act.

Section 28.7. Light Duty. The City may, in its discretion, require an employee to work light duty during the injury leave as assigned by the City where the light duty is consistent with the employee's medical restrictions.

Section 28.8. Disputes. If it is in dispute whether the absence qualifies for paid injury leave under this Article, the employee may utilize their accrued, unused paid leaves of absence in the following order – sick leave, holidays, vacation – which shall be recredited to the employee's leave balances if it is determined the employee was entitled to paid injury leave under this Article for that time period. Any disputes under this Article shall be submitted according to Article 12, Grievance Procedure, in this Agreement.

Section 28.9. Unpaid Leave. Leave of absence without pay may be granted to employees at the discretion of the Employer after all other leave is exhausted. The City Manager must approve such leave in writing and in advance. While on such leave, the employee will not be eligible to earn or accumulate vacation leave, personal leave, or sick leave.

ARTICLE 29
UNIFORMS

Section 29.1. The City shall establish and maintain policies regarding the necessity and types of uniforms, protective clothing, rain gear, and safety shoes to be worn by employees. The City shall issue an annual stipend to each employe in the amount of six hundred dollars ($600.00) in 2025 for the purchase and/or replacement of uniforms, protective clothing, rain gear, safety shoes, and any other item of work clothing that does not qualify as personal protective equipment. Thereafter, beginning in 2026, members will receive a six hundred fifty dollars ($650.00) stipend annually for this purpose. To receive the stipend, an employee must turn in a receipt or paid invoice for the item(s). The employee will then be reimbursed for the full amount of the employee's costs of the item(s), up to and including seven hundred dollars ($700.00) per calendar year. Reimbursements shall be submitted to employees within two (2) pay periods of the date that the employee submitted the receipt/paid invoice.

ARTICLE 30
EXPENSES

Section 30.1. Cell Phone Stipend. Employees will receive a quarterly stipend of seventy-five dollars ($75.00) for the use of their personal cell phones for business purposes. In the event the City increases the Cell Phone Stipend for non-management employees, it shall apply said increase to bargaining unit employees. In cases where the employee's business use of their cell phone exceeds the amount of the stipend, the employee may request additional reimbursement. Approval of the request shall not be unreasonably denied.

Section 30.2. City Provided Cell Phones. If the City, in its sole discretion, determines to provide cell phones, the stipend in Section 1 will be eliminated.

Section 30.3. City Provided Tablet. The City will provide one (1) tablet with cellular service for performance work related duties (such as: leak detection, locate, and iworqs).

ARTICLE 31
TRAINING AND EDUCATION

Section 31.1. Training Reimbursement. Should the City offer tuition reimbursement in an applicable department, employees shall be entitled to reimbursement for work-related training programs or instruction, pre-approved by the Employer and taken at the employee's initiative and on their own time if the following conditions are met:

1. Courses must be related to the employee to advance to a higher position in the normal career path for advancement. (For example, a Utility Operator with a Class II certification seeking a Class III certification, or a Utility Laborer seeking a CDL, may receive reimbursement for training/instruction programs provided all other requirements of this provision are met.)

2. Regular or emergency work requirements take precedence over class schedule.

3. The maximum training/instruction reimbursement shall be six hundred dollars ($600.00) per employee per calendar year, or up to one thousand dollars ($1,000.00) for CDL training. For CDL, the employer may pay it directly to the vendor.

4. The employee must successfully complete the course with a grade of at lease a "C", if applicable, or "pass".

5. A certificate of completion or other evidence of successful completion along with a statement or receipt for training/instruction must be submitted to the City.

6. All course must be from an accredited institution or approved for Operating Experience Credit by the Ohio EPA.

7. Reimbursement is limited to training/instruction only and is not for education-related travel, meals, housing, or extra-curricular activities.

8. Any employee leaving City service within two (2) years of the date of reimbursement shall be required to repay the entire amount of training/instruction paid under this provision to the City. Upon agreement of the employee, such reimbursement may be made by withholding from the employee's pay.

9. The employee must advise their immediate supervisor of the training/instruction to be taken and the employee's intention to seek training/instruction reimbursement and receive written approval prior to beginning the class. Approval shall be at the discretion of the City.

Section 31.2. Payment for Continuing Education. The City shall pay expenses for employees to obtain the continuing education units (CEUs) and renewal fees that are required for employees to maintain their work required certificates and/or licenses.

ARTICLE 32
WAIVER IN EMERGENCY

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Licking Board of County Commissioners, or the Federal or State legislature, such as acts of God, pandemic, or civil disorder, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for Management or the Union's replies on grievances;

B. Pending leave requests and/or approved leave; and

C. All work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 32.2. Upon the termination of the emergency should any grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievances had progressed.

ARTICLE 33
SEVERABILITY

Section 33.1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 33.2. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, to negotiate a legal alternative provision on the same subject.

ARTICLE34
SUCCESSORSHIP

Section 34.1. The City shall provide the Union twenty-one (21) calendar days' notice before the sale, transfer, merger, or subcontract of any of the Departments in which bargaining unit members work. In such event, the Employer will request the successor employ all bargaining unit employees in that Department.

ARTICLE 35
DURATION

Section 35.1. This Agreement shall be effective upon ratification and shall remain in full force and in effect until midnight, December 31, 2027.

Section 35.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days to sixty (60) calendar days prior to the expiration date of this Agreement.

SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement between the City of Johnstown, Ohio and Ohio Council 8, AFSCME, AFL-CIO, Local 2599, as of the _____ day of June, 2025 in Johnstown, Ohio.

For the City of Johnstown:

_____
Sean R. Staneart, City Manager

_____
Donald Barnard, Mayor

_____
David A. Riepenhoff, Labor Attorney

_____
Yazan S. Ashrawi, Law Director

For the Ohio Council 8, AFSCME, AFL-CIO, Local 2599:

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_____

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