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**AGREEMENT**

STATE EMPLOYMENT  
RELATIONS BOARD K25447

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between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC EMPLOYEES,  
CONSTRUCTION DIVISION, AIRLINES - GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND MISCELLANEOUS  
JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100

an affiliate of the  
International Brotherhood of Teamsters

And

**THE CITY OF MONROE**

**07/01/09 - 06/30/12**

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## AGREEMENT

### ARTICLE 1. PURPOSE.

1.1. This Agreement between The City of Monroe ("City" or Employer") and the International Brotherhood of Teamsters, Local 100 ("Union"), representing all bargaining unit ("Employees") as defined in the Recognition Article of this Agreement. This Agreement is intended to maintain or increase the general efficiency of the City, maintain or increase the existing harmonious relationships among the Employer, Employees and citizens of Monroe, and adjust any differences which may arise or exist between the Employer and Union.

### ARTICLE 2. RECOGNITION, MEETINGS, BULLETIN BOARD.

2.1. Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All Employees in the classification of Operator Laborer, Meter Installer/Reader, and Crew Leader.

Excluded: All other employees including confidential and management level employees.

2.2. Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two (2) bargaining unit Employees and the Union representative, upon written request, for the purpose of:

- (a) disseminating general information of interest to both parties
- (b) giving the Union representatives the opportunity to share views of the Employees and/or suggestions on the subjects of interest to the Employees;
- (c) discussing ways to improve efficiency and safety and health issues within the department;
- (d) promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3. Bulletin Board. The City will provide a bulletin board at the City Garage and Water Treatment Plant for use by the Union and bargaining unit Employees. The City may post notices on the board of matters relating to vacancies within the City. The Union may post on the board notices relating to recreational and social events applicable to bargaining unit Employees;

elections or election results; general membership meetings and other related business meetings; general Union business of interest to bargaining unit Employees. The Employer may remove any notice posted that attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

### **ARTICLE 3. ASSOCIATES / UNION BUSINESS.**

3.1. The Union is authorized to select one (1) steward and one (1) alternate to conduct approved Union business for the bargaining unit. The steward/alternate, upon giving reasonable notice, and upon authorization from the City Manager or designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

3.2. The Union agrees to provide the Employer within 30 days of the effective date of this Agreement with:

- (a) The name, address, and telephone number of the professional staff member who will act as representative for the Union local; and
- (b) The names of all Union stewards.

3.3. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

3.4. Rules governing the activity of Union representatives are as follows:

- (a) The Union agrees that no representative of the Union (Employee or non-Employee) shall interfere, interrupt or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the City Manager or his designee. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the City Manager or designee.
- (b) The Union shall not conduct Union activities in any work area. Union activities may not be conducted in non-work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

3.5. The Union representative or Employee shall cease unauthorized Union activities immediately upon the request of any supervisor of the area in which Union activity is to be or is being conducted.

3.6. The Union shall select up to a total of three (3) Employees to serve as negotiating committee representatives and one (1) alternate who may act as an observer when not substituting for a committee representative.

#### **ARTICLE 4. MANAGEMENT RIGHTS.**

4.1. Except as otherwise set forth in this Agreement, the Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

- (a) To direct and evaluate the work of Employees;
- (b) To determine the mission of the City and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (c) To determine the size and composition of the work force;
- (d) To suspend, discipline, reduce or discharge Employees for cause;
- (e) To lay off Employees or abolish positions;
- (f) To hire, schedule, promote, demote, transfer and assign Employees;
- (g) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (h) To schedule or not schedule overtime as required in the manner consistent with the requirements of efficient department operations;
- (i) To determine the locations, size and number of facilities;
- (j) To determine the quality standards and workmanship required;
- (k) To schedule employees and establish their hours and days of work;
- (l) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;
- (m) To establish, and require conformance to, rules of conduct and the City of Monroe Personnel Policy Manual (MPPM) (when the MPPM is not in conflict with this Agreement);
- (n) To take necessary action during emergency situations;
- (o) To train or retrain Employees as management deems appropriate and require Employees to maintain any applicable certifications;
- (p) To generally manage the City's business as it deems best;
- (q) To establish and enforce a tardiness and absenteeism policy that is not inconsistent with the Sick Leave Article in this Agreement; and
- (r) To establish and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

#### **ARTICLE 5. NO STRIKE OR LOCKOUT.**

5.1. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing, or any other interference with the work and statutory functions or obligations of the Employer.

5.2. Neither the Union nor its officers or agents shall in any way authorize, institute, aid, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing, or any other interference with the work and statutory functions or obligations of the Employer. The Employer shall not cause, permit or engage in any lockout of the Employees unless Employees violate Section 1 of this Article.

5.3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing, or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately.
- (d) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

5.4. In addition to any other rights and remedies provided by law, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.

5.5. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

#### **ARTICLE 6. PROBATIONARY PERIOD.**

6.1. Each newly hired Employee shall be required to successfully complete a six (6) month probationary period. The City Manager, in his sole discretion, may extend the probationary period by ninety (90) days. The calculation of the probationary period shall begin the first day for which the Employee receives compensation from the Employer.

A newly hired probationary Employee may be terminated, with or without cause, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure. Subject to the requirements of the insurer, health care benefits for newly hired Employees shall become effective as soon as practical after the first day of employment with the City, but in no event, later than sixty (60) days after the first day of employment. All other Employee benefits (vision, dental, etc.) shall become effective approximately thirty (30) days after, but in no event later than sixty (60) days after, the Employee's first day of employment with the City.

Upon successful completion of the probationary period, a newly hired Employee's seniority shall be computed from the first day of the Employee's probationary period.

6.2 Promoted Employees. An Employee promoted to a new position shall serve a probationary period of ninety (90) days. During this probationary period, the Employer shall evaluate the performance of the Employee in the new position, and if the Employer determines, in its sole discretion that the Employee is unsuitable for the new position, the Employer shall return the Employee to his former position and rate of pay without loss of seniority. A promoted Employee may elect to return to his former position and rate of pay within thirty (30) days after the date upon which he begins work in the new position. Upon such election, such Employee shall be returned to his former position within thirty (30) days, without loss of seniority.

6.3 Pay Upon Completion of Probation. Employees who successfully complete probation shall receive a pay increase effective the payroll period following the day upon which probation ends.

## **ARTICLE 7. DUES DEDUCTION.**

7.1. Union Membership. Employees covered by this Agreement who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All Employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an Employee who tenders the periodic dues, initiation fees, and assessments uniformly required as a condition of acquiring and maintaining membership in the Union.

7.2. Dues Check-Off. The Employer agrees to deduct Union membership dues and initiation fees from the paychecks of Employees covered by this Agreement. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days following the beginning of employment. The deduction shall be made from the second pay of each month. The deduction shall be at no cost to the Union and shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any Employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the Employee member of the Union authorizing the deduction. The deduction shall be made by the Employer from each Employee during the term of this Agreement. The Union shall indemnify and hold harmless the Employer from any claims made against the Employer arising out of this Article.

7.3. Fair Share Provision. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days following the beginning of employment, whichever is less. This provision shall not require any Employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the Employee and its payment to the Union is automatic and does not require the written authorization of the Employee.

7.4. Bona Fide Religious Exemption. Any Employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and a representative of the labor organization to which such Employee would otherwise be required to pay dues. The Employee shall furnish written proof each month to the Employer and Union that this has been done.

7.5. Procedures for Rebate. The Union represents to the City that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established. The Union will provide notice of such procedure to each member of the bargaining unit who does not join the Union. Such procedures and notices shall be in compliance with all applicable state and federal laws and the constitution of the United States and the State of Ohio.

7.6. Entitlement to Rebate. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

## **ARTICLE 8. NO DISCRIMINATION.**

8.1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex, age, handicap or military service. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

8.2. There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9. DISCIPLINE.**

9.1. The Employer shall have the right to discipline, including verbal or written reprimand, suspension, demotion or discharge, for just cause. Verbal counselings and written reprimands are not subject to the grievance process. However, the Employee may submit a response to be included in the Employee's personnel file and thereafter removed subject to the "Personnel Files" Article of this Agreement.

9.2. With the exception of a verbal or written reprimand; any suspension, demotion, or discharge of a full-time Employee will only be implemented after an investigatory meeting, if necessary, and an informal hearing between the Employee, Union, and the City Manager or designee.

9.3. The investigatory meeting will be conducted at a reasonable time, preferably (but not necessarily) during the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. If there is cause to believe that the Employee may be charged with a criminal violation, said Employee will be so notified.

9.4. When the Employer believes that an Employee is guilty of an act or omission for which disciplinary action is warranted, the Employee will be promptly notified that he is accused of conduct for which discipline is contemplated. The Employee will be advised of the nature of the alleged conduct, the time and place of an informal hearing with the City Manager or designee, and his right to bring a Union steward/Representative to the hearing.

9.5. At the informal hearing, the charges will be stated to the Employee and the evidence in support of the charges will be explained. The Employee will have an opportunity to offer his explanation, defense, or mitigating circumstances.

9.6. Except in the case of suspension for one week or less, the Employee may request postponement of the hearing for up to one week during which time he may be suspended without pay at the discretion of the City Manager or designee.

9.7. The City will use reasonable efforts to notify the affected Employee of any decision rendered as a result of a disciplinary hearing prior to any public statements.

9.8. The nature of the violation and the Employee's record, including prior discipline, shall be taken into account before any disciplinary action is taken. Any full-time Employee disciplined by the City Manager or designee (other than a verbal counseling or written reprimand) may appeal the disciplinary action in accordance with the grievance procedures as set forth in the "Grievance" Article of this Agreement. A probationary employee may be terminated without a hearing, with or without cause, and without recourse of right of appeal pursuant to the Grievance Procedure of this Agreement or to the City's Personnel Board or its equivalent.

## **ARTICLE 10. PERSONNEL FILES.**

### **10.1. Records of Disciplinary Actions:**

- (a) Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.
- (b) Verbal counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.
- (c) Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are subject to the City's records retention schedule.

- (d) An Employee's official personnel file shall be kept in an office designated by the City Manager and shall consist of all records from the Employee's initial date of employment with the City.
- (e) For the sole purposes of discipline, grievance and arbitration procedures:
  - 1. Written reprimands and records of verbal reprimands and counselings will be removed from the Employee's personnel file eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.
  - 2. Suspensions without pay of five (5) days or less will be removed from the Employee's personnel file thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.
  - 3. Suspensions without pay in excess of five (5) days will be removed from the Employee's personnel file seventy-two (72) months after the record was entered into the Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.
- (f) Employees shall, upon request to his immediate supervisor, be permitted access to his personnel files pertaining to employment.

## **ARTICLE 11. GRIEVANCE PROCEDURE.**

**11.1.** A grievance shall be described as a dispute or complaint arising between the parties hereto; under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof; and shall be processed and disposed of in the following manner:

**Step 1:** Within a reasonable time, not to exceed seven (7) calendar days (excluding weekends and holidays) following the date of occurrence, an Employee having a grievance and/or his Union steward shall put the grievance in writing and take it to his Superintendent. The Superintendent shall give its answer to the Grievant and/or his Union steward within seven (7) calendar days (excluding weekends and holidays) after the presentation of the grievance in Step 1. Within this fourteen (14) calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

**Step 2:** If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Public Works Director or his designee, if any. At this time, a Representative of the Union will be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. If the Union Representative is not available, the meeting will progress with the steward. A grievance so presented in Step 2 shall be

answered by the Public Works Director or his designee within seven (7) calendar days, excluding weekends and holidays, after its presentation.

**Step 3:** If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or designee. At this time, a Representative of the Union will be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. If the Union Representative is not available, the meeting will progress with the steward. A grievance so presented in Step 3 will be answered by the City Manager or designee within seven (7) calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

**Step 4:** A grievance which has not been resolved in Steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3. Any grievance or appeal of a grievance that is not ruled upon within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

## **ARTICLE 12. ARBITRATION.**

12.1. Procedure for Requesting. (a) A grievance as defined in the "Grievance" Article of this Agreement, which has not been resolved thereunder and that a party wishes to take to arbitration shall, within ten (10) calendar days, excluding weekends and holidays, after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service ("AMS") and by sending a copy of the notice to the other party. The American Arbitration Association will remain an option for arbitrators, but only after attempts to use AMS are unsuccessful.

(b) The arbitrator shall be a mutually agreed upon neutral third party selected from a list of nine (9) potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five miles of the City of Monroe, Ohio. The arbitration shall be conducted in accordance with AMS rules.

12.2. Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3. Binding Effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee, and the Union.

12.4. Powers of the Arbitrator. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set

forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures; provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

### **ARTICLE 13. MISCELLANEOUS.**

13.1. Nothing in this Agreement shall be construed or permitted to impede, prohibit or prevent the Employer from satisfying its obligations under the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA). Furthermore, nothing in this Agreement shall limit, impede or prohibit the Employer from exercising available options offered or available to the Employer under the ADA and the FMLA and the development of policies consistent with this paragraph.

### **ARTICLE 14. WAGES.**

Beginning on the effective date of this Agreement, hiring rates and rates of pay for Employees shall be in accordance with the step schedule attached as Appendix A, subject to the conditions set forth below:

14.1. Increases. Employees shall receive a 3% wage increase each July 1<sup>st</sup> for the term of this Agreement. The step schedule attached as Appendix A also includes increases for designated employees to eliminate pay discrepancies created by prior years' wage freezes. Employees will receive their step increase in 2009, 2010 and 2011 on the anniversary date.

14.2. Evaluations. Failure to attain a satisfactory performance evaluation will result in no incremental step increase for the following one (1) year period, or until such time as recommended by the City Manager. Evaluations will be given to bargaining unit Employees on a timely basis.

14.3. Lateral Hires. Lateral hires may be placed at the step commensurate with their current salary and experience.

14.4. Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

(a) Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the appropriate step in the lower pay grade. This decision is in the sole discretion of the City Manager.

(b) Voluntary or Physical Disability Demotion.

1. Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade, provided that doing so does not result in a pay increase.
2. Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade, provided that doing so does not result in a pay increase.
3. Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
4. Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

(c) Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he held at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

14.5. Step increases shall occur on each Employee's anniversary date according to the wage schedule attached as Appendix A.

14.6. After working in a higher classification for at least four (4) hours in a week, an Employee is eligible to receive \$1.00 for every hour worked in that higher classification.

## **ARTICLE 15. CALL-IN PAY.**

15.1. Any Employee called in to perform work outside of his or her regular schedule shall be compensated for a minimum of three (3) hours pay at the straight time hourly (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employee's regularly scheduled hours, the Employee shall be compensated for those hours actually worked. This paragraph does not apply to Employees in the Water Department.

15.2. One qualified Employee in the Water Department shall be on-call at all times. The on-call responsibility shall rotate weekly among the Employees. The on-call Employee will receive one (1) hour of pay at the straight time hourly (or overtime, if applicable) rate of pay for every weekday he is on-call to check the water treatment plant. He will receive four (4) hours pay at the straight time hourly (or overtime, if applicable) rate for each weekend and holiday he is on-call to check the water treatment plant. If the on-call Employee actually works longer than the pay provided in this paragraph, he will be compensated for all time actually worked at the applicable rate.

15.3. For emergency call-ins not covered in this paragraph, Employees in the Water Department will receive a minimum of one (1) hour of pay at the straight time hourly (or overtime, if applicable) rate of pay.

## **ARTICLE 16. DIRECT DEPOSIT AND DEFERRED COMPENSATION.**

16.1. The City shall provide and Employees must accept direct deposit and deferred compensation of Employee payroll funds on the same basis as provided to other City employees after presentation of necessary account information is provided to the payroll department. Subsequent deposit vouchers will be available at the City Building on Friday morning of the pay-week at 08:00. These options shall be provided at no additional cost to the Employee.

## **ARTICLE 17. TRAINING AND EDUCATION.**

17.1. If the Employer requires an Employee covered by this Agreement to undergo job related training or education, the Employer will pay for the reasonable and necessary expenses including tuition, books, testing fees, and reasonable transportation, lodging and meal expenses in the event that the training or education site is located more than 100 miles from the City Hall of Monroe, Ohio. The City shall have the exclusive right to determine what are reasonable and necessary expenses for transportation, lodging and meals. If an Employee requests training, the Employer shall grant or deny the request within five business days of its receipt.

17.2. For Employees who are required by Ohio law to have a commercial driver's license while performing the duties assigned to them by the City of Monroe, the City will pay the cost of the initial training material and test fee. The City will also pay the cost of the physical examination, if any, required to meet the minimum requirements for passing the commercial driver's license test to the extent that the cost of the physical is not covered by health insurance benefits under this Agreement. The Employer shall have a right to receive a copy of all examination results, scores and reports, and the Employee will provide any authorizations that the Employer may require in order to obtain a copy of such information. Re-test, reexamination, and renewals shall be paid for by the Employee. Upon renewal, the City will pay the difference between an operator's license and a commercial driver's license.

## **ARTICLE 18. HOURS OF WORK AND OVERTIME.**

This Article is intended solely to define the currently expected hours of work. This section does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

18.1. Definition. The standard work week consists of seven (7) days and begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. During the standard work week, Employees will normally be scheduled to work forty (40) hours based on five (5) consecutive eight (8) hour days with two (2) consecutive days off. Employees may take a one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minute paid breaks. The standard work day will be from 7:00 a.m. to 3:30 p.m. Changes in the hours of the regularly scheduled work day shall not be arbitrarily made by the Employer; however, in the event the Employer decides to change the hours, a minimum of seven (7) calendar days posted notice shall be provided to the Employees affected by such a change.

18.2. Assignment of Overtime. The Employer has the right to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

- (a) Snow and ice control
- (b) Miscellaneous and other emergency situations
- (c) Scheduled overtime

For overtime assignments involving snow and ice control, the Employer shall assign the work by the overtime rotation list described in the next paragraph.

For overtime assignments known in advance or emergency call-in, the Employer shall establish an overtime rotation list with the names of employees who have volunteered for such work, based on classification, and the employees on said list shall be ranked in order of seniority. The list shall be periodically updated or revised as needed. The Employer shall offer overtime to employees on the applicable list in the order in which the employee's names appear ranked with the most senior employee at the top of the list. When an overtime opportunity arises, the Employer shall contact the name of the employee next appearing after the last employee who accepted an overtime assignment on the list. If an employee declines to accept an offer of overtime, or fails to answer a telephone call, the employee will be deemed to have declined the overtime, and the Employer shall contact the next name on the overtime list. If no employee on the applicable list accepts the overtime, the Employer shall assign it to the least senior employee on the relevant list. The rotation list shall be posted and updated within a reasonable time after each call out.

If the overtime work is of an emergency nature, the Employer may offer the overtime to the work crew or Employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If no such employees accept the overtime, the procedures set forth above shall apply.

18.3. No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

18.4. Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

- (a) A full-time Employee will receive overtime compensation for all hours worked in excess of forty (40) hours per week. The overtime rate of pay will be one and one-half (1½) times the Employee's hourly pay rate.
- (b) As used in this section, hours worked shall be defined to include vacation leave, sick leave, and holiday leave.

## **ARTICLE 19. BARGAINING UNIT WORK.**

19.1. It is understood and agreed that crew leaders are working crew leaders and part of the bargaining unit. During the regular work day, the Superintendent may work with the tools/equipment as long as no bargaining unit member is laid off thereby. On overtime, management personnel will not perform bargaining unit work when bargaining unit Employees would thereby be deprived of the overtime opportunity. When the overtime work is essentially a "one-man job," the foreman or Superintendent on duty may lend incidental assistance to the bargaining unit member performing the overtime work.

## **ARTICLE 20. JOB POSTING.**

20.1. Vacancy Defined. A vacancy occurs when the Employer intends to fill an existing full-time bargaining unit job, including crew leader positions, or when the Employer intends to create a new position within the bargaining unit. It is the policy of the Employer, when filling vacancies in the bargaining unit, to give all qualified applicants consideration and the opportunity to apply for vacant positions.

20.2. Criteria for Selection. Criteria to be utilized in filling the vacancy shall include the applicant's training, experience and work record.

20.3. Notice of Vacancy. When it is determined that a vacant position is to be filled, a notice of vacancy shall be posted for sixteen (16) working days at each outpost, exclusive of any posting requirements of the Personnel Board for non-employee applicants. The notice shall include the title of the position, the rate of pay for the position, work shift and hours, and where possible, a description of the duties of the position.

20.4. Applications. Persons wishing to apply for the posted vacancies shall file their applications during the posting period. The City shall not be required to consider applications received after the posting period.

Employees must keep their personnel files current with any information which would reflect their training and experience. Employees desiring consideration of additional information (e.g. education, training, experience) must submit such with their application for a vacancy.

20.5. Notice to Applicants. The Employer will notify in writing all Employee-applicants who were not selected for a position of the decision to fill the position with another candidate and the notice will contain a statement that the employee is welcome to discuss with management what steps the employee may take in order to improve chances for selection or promotion for future positions.

20.6. Temporary Appointments. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

## **ARTICLE 21. UNIFORMS.**

21.1. Clothing. The Employer will provide uniform shirts, trousers and jackets for each employee required to wear uniforms. Where uniforms are provided for employees, the employees must wear them properly at all times. The uniforms will be cleaned and mended at the Employer's expense. Uniforms will be supplied to each employee required to wear uniforms so that each employee has one clean uniform each work day. Each employee will be provided eleven (11) shirts, eleven (11) trousers, and two (2) jackets. These uniforms are provided by a uniform company with which the City contracts. Uniforms will be replaced on an as-needed basis. Upon termination of employment, uniforms must be promptly returned, and the cost of missing uniforms will be deducted from the final paycheck.

21.2 Boots and Coveralls. The City will provide an allowance of one hundred fifty (\$150.00) dollars annually toward the purchase of approved steel toe work boots and coveralls (i.e. outerwear, hooded jackets, bibs, and hooded sweatshirts) at vendors designated by the City. The City will reimburse Employees within thirty (30) days of receipt of proof of purchase.

## **ARTICLE 22. HOLIDAYS.**

22.1. Regular full-time employees shall be entitled to the following holidays as observed by the Employer:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Friday After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

In the event a scheduled holiday falls on a Saturday, it shall be observed on the preceding Friday; in the event it falls on a Sunday, the holiday shall be observed on the following Monday.

22.2. In observance of the above holidays, if scheduling needs permit, Employees may be scheduled off and paid their regular rate of pay for the holiday for the hours normally scheduled to work that day. In addition, an Employee who is required to work on a holiday shall receive pay at time and one-half his regular rate for the hours worked.

22.3. In order to receive holiday pay or time off as set forth above, an Employee must be in active pay status and, if scheduled, must work the day before and the day after the holiday unless absence from work is due to an approved leave, illness, or injury, in which event a doctor's certificate shall be required.

22.4. An employee scheduled to return from leave on the day after a holiday will not be paid for the holiday. An employee whose leave without pay is approved through the end of the last business day preceding a holiday is also presumed to be on leave during the holiday, and will not receive compensation for the holiday unless the City Manager has specifically authorized pay.

22.5. Employees who are absent due to illness on the day before or after a holiday must furnish proof of illness by a physician's statement or other satisfactory written and signed statement, or shall forfeit the holiday pay.

22.6. All holiday compensatory time accrued by June 30, 2009 must be used by June 30, 2010, and if not, the remaining balance shall be paid to Employees the pay period following June 30, 2010.

### **ARTICLE 23. VACATIONS.**

23.1. Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay. Vacation shall not be scheduled or paid prior to the completion of six (6) months of service. Employees will receive vacation benefits on January 1 of each year. An Employee will receive vacation leave at his regular rate according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual</u>
0 to 1	pro-rated based upon 80 hours annually
After 1	80
After 5	120
After 10	160
After 20	200

23.2. Scheduling of Vacations. Vacation periods shall be determined by the Employee's Superintendent, with consideration given to seasonal department work loading and other operational needs of the departments/divisions of the City. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined by the Superintendent.

Employees entitled to more than 80 hours of vacation per year shall not take more than 80 hours of vacation at any one time except with prior approval of the City Manager or designee.

23.3. Leave Requests. Leave requests must be filed with the Employee's Superintendent at least one (1) week before vacation is taken. The City Manager, Assistant City Manager and Superintendents have the authority to approve or deny vacation requests.

23.4. Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Superintendent shall approve an Employee's vacation request.

23.5. Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the

limitations of this Article. Before receiving unused vacation pay, an Employee must return all City property.

23.6. Separation From Service. An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

23.7. Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

23.8. Vacation Accrual. Vacation leave shall not carry over from one calendar year to another except in unusual cases as determined and approved by the City Manager.

23.9. Personal Days. Each Employee shall be entitled to two (2) personal days per year, in addition to vacation, which may be used with the approval of the Employee's Superintendent upon twenty-four (24) hours notice.

#### **ARTICLE 24. SICK LEAVE.**

24.1. Sick Leave Accrual. All Employees shall accrue sick leave at the rate of ten (10) hours for each month worked, and any sick leave accrued; but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

24.2. Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, upon approval of his Superintendent, for the following reasons:

- (a) Illness or injury of the Employee or a member of his or her immediate family;
- (b) Exposure of Employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others;
- (c) Pregnancy, childbirth, and/or related medical conditions; and
- (d) Any other reason that would qualify for leave under the Family and Medical Leave Act ("FMLA").

24.3. Immediate Family. Immediate family includes only mother, father, brother, sister, child (including stepchild), spouse, grandparent, grandchild, legal guardian or other person who stands in the place of parent, other person with the approval of the City Manager.

24.4. Sick Leave Verification. At least thirty (30) minutes before the start of his assigned shift, an Employee shall inform his immediate supervisor or leave a message on the supervisor's mobile telephone voice message service of the fact that he is reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. The City reserves

the right to investigate any Employee's absence. Employees may be required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above.

Sick leave longer than three (3) working days is permitted subject to availability of accrued sick leave time and a statement from a licensed and actively practicing physician which certifies the nature of the illness and that it prevents the Employee from working. Such statement must be received by the Employee's supervisor no later than six (6) days after the onset of the illness. In-patient admission to local hospital will qualify as medical notice.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the departmental form justifying the use of sick time, before receiving pay for the time used.

The falsification of the departmental sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

24.5. Abuse of Sick Leave. Grounds for discipline for abuse of sick leave shall include, but not be limited to information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- (a) Engaging in other employment;
- (b) Engaging in physical exercise or recreation;
- (c) Engaging in activity inconsistent with a claim of illness or injury;
- (d) Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his illness or injury.

24.6. Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two (2) hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

24.7. Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

24.8. Sick Leave Credit Upon Transfer. Upon transfer from one City division or City department to another, unused sick leave shall be available for the transferred Employee's use.

24.9. Workers' Compensation. An injured Employee may elect to use accrued sick leave and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation. If an Employee receives a Workers' Compensation check for days the Employee used accrued sick or vacation leave, the Employee must notify the City, endorse the check, and turn it over to the City.

24.10. Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- (a) One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.
- (b) One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- (c) In no event shall sick leave be permitted to accrue in an amount greater than 800 hours.

If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

24.11. Maternity Leave. Maternity leave shall only be authorized for periods when the Employee is unable to perform her regularly assigned duties due to pregnancy disability, or medical complications arising out of pregnancy. Unless the Employee notifies the City Manager otherwise, she shall return to work on the 61<sup>st</sup> day following delivery.

## **ARTICLE 25. BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE.**

25.1. Bereavement Leave. Any regular full-time Employee may be granted usage of funeral leave, upon approval of the City Manager, for a maximum of five (5) days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as "mother, father, child (including step-child), spouse, grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee's parent.

25.2. Any regular full-time Employee may be granted usage of funeral leave, upon approval of the City Manager, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

25.3. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee's household other than those listed above.

25.4. Funeral leave may be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral.

25.5. All funeral leave days granted, that are additional days to the days provided in paragraphs 25.1 and 25.2, above, shall be deducted from Employee's sick leave balance.

25.6. Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

25.7. Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employee's employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to, proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings.

25.8. Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

## **ARTICLE 26. INSURANCE.**

26.1. Insurance. The City shall offer a group health care, vision, and dental care insurance to Employees equivalent to that offered to other City employees.

(a) With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

(b) A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

(c) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

(d) The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

(e) In each calendar year that an Employee elects not to be covered by all insurance plans provided by the City, he shall receive \$1,250.00 at the end of the year, provided he provides presentation of proof of coverage from another source.

26.2. Health and Dental Care Insurance Premiums. The City shall pay 87.5% of the premiums for single or family coverage for the health care programs and 100% of the premiums for dental coverage through December 31, 2009. Effective January 1, 2010 and continuing through the remainder of the Contract, the Employees' premium share for health and dental care programs shall increase from 12.5% to 14%, and the City will pay 86% of premiums. The City will continue to pay 100% of vision care programs.

26.3. Life Insurance. The City will provide life insurance in the same amount as provided to non-organized employees.

26.4. Availability of Group Coverage. Group coverage shall become available to new members of the bargaining unit upon their application, after they have completed sixty (60) days of employment with the City, as of the beginning of the following month or as soon thereafter as coverage under the City's policies can be effectuated.

26.5. The Employer, at its option, may provide additional plans to the base plan provided by paragraph 26.1, above. Such additional plans may take the form of a Health Savings Account similar to City Resolution No. 51-2005 or a buy-up plan providing coverage superior to the base plan provided in paragraph 26.1 at premium share rates set by the City as it determines appropriate.

## **ARTICLE 27. SAFETY AND HEALTH.**

27.1. General Rule. The Employer and the Union agree that the safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury. The Union agrees that careful observance of safe working practices and Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against Employees similarly situated within the bargaining unit and among said Employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending Employee to disciplinary action. An Employee shall have the right to file a grievance over unsafe conditions which remain unremedied after having been reported.

27.2. Safety Equipment. The City will provide employees with required safety equipment. Employees will sign a checklist acknowledging receipt of safety equipment items. The employees are responsible for keeping and maintaining the safety equipment issued to them. Items issued to employees that become worn out must be turned in to the Supervisor for replacement.

## **ARTICLE 28. DRUG FREE WORK PLACE.**

28.1. The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed thereafter consistent with the CDL regulations. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

#### **ARTICLE 29. MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS.**

29.1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

29.2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section.

29.3. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

#### **ARTICLE 30. SENIORITY.**

30.1. Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the City.

30.2. Accrual. (a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed twelve (12) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

30.3. Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

(a) terminates voluntarily;

- (b) is discharged for cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than two (2) years if the Employee has less than five (5) calendar years seniority; or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- (e) fails to notify the Employer of his intent to return to work on a recall from layoff, within ten (10) days after the Employer has sent notice to him to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

**30.4. Layoff.** Layoff shall be by seniority within the classifications. In the event of layoff, temporary employees, probationary employees, and part-time employees shall be laid off before any permanent full-time Employees are laid off. Then the Employee with the least number of years of continuous years with the City shall be the next to be laid off within the classification subject to layoff.

**30.5. Bumping.** An Employee to be laid off shall be given at least fourteen (14) days' advance notice. Within five (5) days after receiving notice, the Employee may exercise his right to bump. An Employee may bump any less senior Employee within any department previously promoted from, provided the more senior Employee possesses the skill, ability, and qualifications to perform the work without further training. Any Employee who is bumped from his position will have five (5) days in which to exercise his bumping rights in a similar manner. Any Employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump, shall be laid off and placed on the recall list. An Employee may only exercise his bumping rights once during any layoff affecting his position.

**30.6. Recall.** Laid off Employees will be placed on a layoff list and will be eligible for recall for two (2) years from the date of layoff. Recall shall be done by seniority, that is, the last person laid off shall be the first person recalled. No new Employees will be hired to positions under this Agreement while there are regular permanent full-time Employees on the layoff list eligible for recall, unless such eligible Employees decline the position when it is offered or fail to respond to the recall offer within ten (10) days after notice to the last known address.

## **ARTICLE 31. WAIVER IN CASE OF EMERGENCY.**

**31.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- (a) Time limits for the processing of grievances; and
- (b) All work rules and/or agreements and practices relating to the assignment of Employees.

Upon the termination of the emergency, if a valid grievance exists, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

#### **ARTICLE 32. DURATION.**

This Agreement shall be effective as of midnight on the **1<sup>st</sup> day of July, 2009**, and shall remain in full force and effect until midnight on the **30<sup>th</sup> day of June, 2012**.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of one (1) year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this 31<sup>st</sup> day of July, 2009.

FOR THE UNION

Ron Butts  
Ron Butts, Business Representative

Tim Ni

E. J. ...

Robert ...

FOR THE CITY:

William J. Brock  
William J. Brock, City Manager

Bradley K. Collins  
Bradley K. Collins, Director of Public Works

Cynthia C. Johnson  
Cynthia C. Johnson, Special Labor Counsel

Approved as to form:

K. Philip Callahan  
K. Philip Callahan, Law Director

**APPENDIX A**

	Step	1	2	3	4	5	6	7	8
Operator Laborer II	2009	\$ 15.61	\$ 16.16	\$ 16.72	\$ 17.31	\$ 17.91	\$ 18.54	\$ 19.19	\$ 19.86
Meter Installer/Reader	2010	\$ 16.08	\$ 16.64	\$ 17.22	\$ 17.83	\$ 18.45	\$ 19.10	\$ 19.76	\$ 20.46
	2011	\$ 16.56	\$ 17.14	\$ 17.74	\$ 18.36	\$ 19.00	\$ 19.67	\$ 20.36	\$ 21.07
	Step	1	2	3	4	5	6	7	8
Crew Leader	2009	\$ 17.35	\$ 17.96	\$ 18.59	\$ 19.24	\$ 19.91	\$ 20.61	\$ 21.33	\$ 22.07
	2010	\$ 17.87	\$ 18.50	\$ 19.14	\$ 19.81	\$ 20.51	\$ 21.22	\$ 21.97	\$ 22.74
	2011	\$ 18.41	\$ 19.05	\$ 19.72	\$ 20.41	\$ 21.12	\$ 21.86	\$ 22.63	\$ 23.42
a) Includes a 3% incentive for a Class 2 Distribution License (Water Department employees only).									
b) Includes a 5% incentive for a Class 2 Operator's License (Water Department employees only).									
c) Includes a 8% incentive for Class 2 Distribution and Operator's License (Water Department employees only)									
	Anniversary	Step	Wage	Proposed					
<b>Water</b>	Date	at June 30	at June 30	Step					
Delbert Playforth, CL	1-Feb	8(c)	\$ 23.14	8(c)					
Ed Turner	4-May	7(c)	\$ 19.45	7(c)					
James Bailey	5-Mar	4(a)	\$ 17.31	5(a)					
Steve Cook	7-May	4	\$ 16.81	4					
<b>Street</b>									
Brian Perkins, CL	4-May	7	\$ 20.71	7	step increases will occur on the employee's anniversary date during the contract period.				
Anthony Cook	2-Aug	5	\$ 17.40	6					
Edward Lawless	24-Apr	5	\$ 17.40	6					
William Hampton	10-Jul	4	\$ 16.81	5					
Jason Holbrook	14-Jun	4	\$ 16.81	5					
Darren Murphy	20-Mar	3	\$ 16.24	4					
David Williams	16-Mar	3	\$ 16.24	4					
Dennis Moore	8-Oct	3	\$ 16.24	3					
Cleveland Neace	24-Sep	3	\$ 16.24	3					
Dustin Reek	22-Oct	2	\$ 15.69	2					
Dan Kramer	2-Mar	1	\$ 15.16	1					

**Frost  
Brown Todd** LLC  
ATTORNEYS

STATE EMPLOYMENT  
RELATIONS BOARD

2009 AUG 10 A 10: 23

OHIO · KENTUCKY · INDIANA · TENNESSEE · WEST VIRGINIA

Cynthia C. Johnson  
(513) 651-6425  
CCJOHNSON@FBTLAW.COM

August 6, 2009

Clerk  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

Re: City of Monroe, Ohio and Truck Drivers, Chauffeurs and Helpers, Public  
Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky  
Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No.  
100

Dear Clerk:

Enclosed please find a copy of the Notice of Filing of Collective Bargaining Agreement for  
the above referenced matter.

Very truly yours,

FROST BROWN TODD LLC



Cynthia C. Johnson

Enclosure

cc: Mr. Bill Brock, City Manager  
Mr. Ron Butts, Business Representative

CINLibrary 1996803 v.1

**BEFORE THE  
OHIO STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT  
RELATIONS BOARD

2009 AUG 10 A 10: 24

THE CITY OF MONROE, OHIO, :

Employer, :

and :

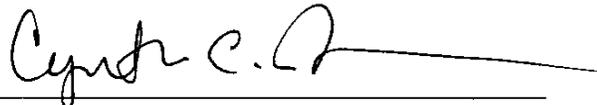
TRUCK DRIVERS, CHAUFFEURS :  
AND HELPERS, PUBLIC EMPLOYEES, :  
CONSTRUCTION DIVISION, :  
AIRLINES – GREATER CINCINNATI/ :  
NORTHERN KENTUCKY AIRPORT :  
AND MISCELLANEOUS :  
JURISDICTION, GREATER :  
CINCINNATI, OHIO :  
LOCAL UNION NO. 100 :

Union. :

**NOTICE OF FILING  
OF COLLECTIVE  
BARGAINING AGREEMENT**

Pursuant to SERB Rule 4117-9-07 the Employer, The City of Monroe, Ohio, hereby files a copy of a collective bargaining agreement recently entered into by Employer and Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, effective July 1, 2009 through June 30, 2012.

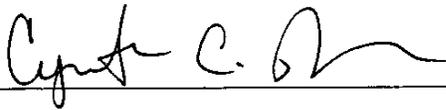
Respectfully submitted,



Cynthia Crain Johnson, Esq.  
Special Labor Counsel for the City of Monroe  
FROST BROWN TODD LLC  
2200 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the Notice of Filing of Collective Bargaining Agreement was mailed this 6<sup>th</sup> day of August, 2009, via regular U.S. Mail to Ron Butts, 2100 Oak Road, Cincinnati, Ohio 45241

  
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