

STATE EMPLOYMENT  
RELATIONS BOARD

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# AGREEMENT

## BETWEEN THE CITY OF PICKERINGTON, OHIO AND AFSCME LOCAL 1822



Effective to December 31, 2012

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**ARTICLE 1**  
**CONTRACT**

**Section 1.1.** This Agreement which is entered into by and between the City of Pickerington, hereinafter referred to as the "Employer," and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local No. 1822 hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.

**Section 1.2.** If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to law, or if by operation of law any provision of this Agreement is invalidated, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

**Section 1.3.** No changes in this Agreement shall be negotiated during its duration unless the parties agree in writing to so amend the Agreement.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees included in the bargaining unit as a result of the State Employment Relations Board's orders of November 3, 1994, in Case Nos. 94-REP-06-0113/0114.

1. No. 94-REP-06-0113

Included: All Public Safety Dispatchers

Excluded: All management level employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

2. No. 94-REP-06-0114

Included: All employees of the City of Pickerington in the classifications of Utility Treatment Plant Operators 1, 2 and 3, Service Workers 1 and 2, Mechanic/Equipment Technicians 1 and 2, Utilities Maintenance Technicians 1 and 2, Park Maintenance Workers 1 and 2, Landscaper, Arborist, and Utility Laborers.

Excluded: All management level employees, professional employees, guards and supervisors as defined in the Act, and all clerical employees and Dispatchers.

**Section 2.2.** Upon the creation of any new job classification, the Union shall be notified. All current positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units.

**Section 2.3.** All provisions of this Agreement are applicable to employees of both bargaining units unless otherwise stated in this Agreement.

**Section 2.4.** If the Employer adds a new job classification related to Bargaining Unit work, the Employer will meet with the Union regarding the inclusion or exclusion of the new classification within the bargaining unit. The Employer and the Union shall meet at least once to negotiate regarding the new classification and its rate of pay. Disputes regarding the inclusion or exclusion of a job classification within the bargaining units are not arbitrable.

If the determination regarding the new or changed position changes SERB's certification of the unit, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. This process will also be utilized if the change involves only a classification title change which is different than the SERB certification.

If the Employer and the Union cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate. This Section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend certification or clarify a bargaining unit.

**Section 2.5.** The parties hereto recognize that provisions of Ohio Revised Code Chapter 4117 prevail regarding the dispute procedure, and that Group A Dispatchers of the bargaining unit are prohibited from withholding services as a result of an impasse in bargaining between the parties, and are required to utilize RC 4117.14( {D} 1 and 2). Group B has other recourse in the event of an impasse pursuant to Ohio Revised Code Chapter 4117.

### **ARTICLE 3**

#### **UNION RIGHTS AND REPRESENTATION**

**Section 3.1.** The employer shall grant reasonable access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Such permission shall not be withheld unreasonably.

**Section 3.2.** The Union shall designate no more than one (1) member of each Bargaining Unit to serve as steward for its bargaining unit members. The steward shall be recognized by the Employer. An alternate steward shall be named to serve when the steward is not available. For each bargaining unit, the Local President or designee may serve as the employee's representative in the absence of the steward or steward designee.

**Section 3.3.** The Union shall provide the Employer an official roster of its local officers, assigned Union Representatives, and steward, which is to be kept current at all times by the Union and shall include the following:

1. Name
2. Jurisdictional area
3. Union position held
4. Work address and phone number of non-employee representatives

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

**Section 3.4.** Stewards or their designees, shall be granted a reasonable amount of paid time to investigate or process grievances. Stewards, or their designees, must first obtain permission from Management to investigate or process grievances on paid time. Such permission shall not be unreasonably denied. The writing and investigating of grievances shall be on non-work time, except where the employee has the permission of the City Manager or Manager's designee, to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Management may grant permission to stewards, or their designees, to investigate or process grievances on paid time.

**Section 3.5.** Rules governing the activity of Union representation are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct business during working hours, except to the extent specifically authorized herein.
- B. The Union representatives shall not enter any work areas of the Employer without obtaining permission from the City Manager or Manager's Designee, and shall not conduct Union activities outside of the scope of the permission.

**Section 3.6.**

- A. The employer agrees to provide the Union with six (6) bulletin boards for the exclusive use of the Union, to be located at mutually agreed locations.
- B. No defamatory, obscene, or politically partisan material shall be posted on the bulletin board. Material posted in violation of this section may be removed by the Employer and the responsible party disciplined if appropriate.
- C. All postings must bear the date of posting and signature of the local Union Official or steward who is responsible for the posting.
- D. The Union may post the following items without prior permission of the Employer:

1. Notices of Union meetings;
2. Notices of elections;
3. Notices of social or recreational events;
4. Notices of conferences or conventions;
5. Notices of appointment of Union representatives;
6. Notices of City job vacancies.

#### **ARTICLE 4** **UNION SECURITY**

**Section 4.1.** The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

**Section 4.2.** The Employer agrees to deduct regular Union membership dues once each two (2) weeks from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. A check payable to AFSCME Ohio Council 8 will be remitted on a monthly basis to the Controller, 6800 North High Street, Worthington, Ohio 43085-2512.

**Section 4.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the bargaining units; 3) layoff from work; 4) an unpaid leave of absence; or 5) written revocation of the check-off authorization in accordance with the terms of the check-off card/authorization card. (See attachment)

**Section 4.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

**Section 4.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made, by deducting the proper amount.

**Section 4.7.** The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

**Section 4.8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 4.9.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union.

- A. Fair share fee shall commence on the sixty-first (61) day after the effective date of this agreement for all bargaining unit employees who have completed their probationary periods;
- B. Upon the first day after completion of the probationary period for: 1) all other bargaining unit employees; and 2) all persons hired during the duration of this agreement.

**Section 4.10.** Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union.

**Section 4.10-A.** The parties hereby incorporated by reference Section 4117.09(B) and (C), ORC. If there are any inconsistencies between the contents of this Article and Section 4117.09(B) and (C), the provisions in the Ohio Revised Code shall apply.

**Section 4.11.** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

**Section 4.12.** Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

**Section 4.13.** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

**Section 4.14.** The Union intends that no provision of this Article violates the Constitution or Laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union shall pay all court costs that may be

expended in the defense of any suit or other legal proceedings brought to challenge this provision of this Agreement.

## **ARTICLE 5** **GENDER/NONDISCRIMINATION**

**Section 5.1.** All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include the male and female employees.

**Section 5.2.** The Employer agrees not to interfere with the rights of bargaining unit members to become members of the Union; and the Employer shall not discriminate, interfere, or coerce any employee because of Union membership or because of or regarding his activities as an officer or their representative of the Union.

**Section 5.3.** The Employer agrees that employees shall not engage in nor suffer sexual harassment. Complaints of sexual harassment shall be brought to the employee's supervisor or the Appointing Authority for investigation and action in accordance with the City's Policy against sexual harassment.

The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, color, genetic information, sexual orientation, religion, national origin, ancestry, sex, disability/handicap, or military status.

Employees shall use the City's internal investigation process first. However, if the employee is within ten (10) days of the filing deadline for an external administrative agency, the employee may file with the external administrative agency, as well.

**Section 5.4.** The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union; and the union shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Union.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

**Section 6.1.** A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

**Section 6.2.** A grievance, under this procedure, may be brought by any member of the bargaining unit or by the Union. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance.

**Section 6.3.** All grievances must be processed at the proper step in the progression in order to be considered at the next step, unless mutually agreed to otherwise, or except as provided in Section 11.5.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. If the Employer representative does not respond within fourteen (14) calendar days, the grievance is deemed denied at that step.

The aggrieved employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal; however, the Employer must provide a written response at the first step. If the Employer does not provide a timely written response, the employee shall have an additional three (3) days to advance the grievance to the next step.

**Section 6.4.** A grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance occurs, otherwise it will be considered not to have existed.

**Section 6.5.** All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance is being filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date and time of grievance;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated;
- J. Resolution requested.

The Union shall develop a grievance form which shall provide the information outlined in this Section. The Union shall have the responsibility for duplication, distribution and its own accounting of the grievance forms.

**Section 6.6.** 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. Every responsible effort shall be made by the Employer and the Union to resolve grievances at the earliest step possible. Whenever any time limit specified in this Article ends on a Saturday,

Sunday or legal holiday, the end of such time limit shall be extended until 5:00 P.M. of the next day which is not a Saturday, Sunday or legal holiday. In furtherance of this objective, the following procedure shall be followed with regards to dispatchers:

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must identify the grievance to the appropriate supervisor within the time limit specified in Section 6.4 on a written form as specified in Section 6.5. The supervisor shall investigate and provide an appropriate answer in writing directly to the grievant or a representative of the grievant within fourteen (14) calendar days following the date on which the grievance was presented. However, the supervisor may not grant any relief requested in the grievance without first obtaining the written approval of the Chief, or in his absence, the Commander.

Step 2: If the grievance is not resolved in Step 1, the employee may, within fourteen (14) calendar days following the Step 1 reply, refer the grievance to the Chief. The Chief shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the aggrieved employee. The Chief shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may, within fourteen (14) calendar days following the Step 2 reply, refer the grievance to the City Manager. The City Manager shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the aggrieved employee. The City Manager shall have the right to appoint a hearing officer to conduct a hearing concerning the subject matter of the grievance. The hearing officer may issue a report to the City Manager, but said report shall only be advisory. A copy of the hearing officer's report shall be provided to the Union President and the employee. The City Manager shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 4: If the grievance is not resolved in Step 3, the employee may, within fourteen (14) calendar days following the Step 3 reply, have the grievance referred to the Personnel Appeals Board. The Personnel Appeals Board shall schedule a hearing and give notice to all parties within five (5) days. The Personnel Appeals Board shall issue a decision not later than twenty-five (25) days after the grievance is referred to the Board.

The following steps shall be followed in the processing of a formal grievance with regards to the other bargaining unit members:

Step 1: Within the established time limits specifically enumerated in Section 6.4 above, the employee shall submit employee's written grievance to the person issuing the discipline or the employee's immediate supervisor if the grievance is on contract language. It shall be the responsibility of the supervisor or the person issuing the

discipline to investigate the matter and to provide a written response to the employee within fourteen (14) calendar days following the day on which the matter was submitted.

Step 2: If the grievance is not settled at Step 1, the employee shall submit the grievance to the Department Head within fourteen (14) calendar days of receipt of the Step 1 response. The Department Head shall meet with the employee and a representative of the Union which may include an AFSCME staff representative, if the employee desires, within fourteen (14) calendar days of submission of the grievance to Step 2 to discuss the grievance. The Department Head shall provide a written answer to the employee within fourteen (14) calendar days of the meeting.

Step 3: If the grievance is not resolved in Step 2, the employee may, within fourteen (14) calendar days following the Step 2, refer the grievance to the City Manager. The City Manager shall have fourteen (14) calendar days in which to schedule a meeting, if requested by either party, with the aggrieved employee. The City Manager shall have the right to appoint a designee to conduct a hearing concerning the subject matter of the grievance. The designee may issue a report to the City Manager, but said report shall only be advisory. A copy of the designee's report shall be provided to the Union President and the employee. The City Manager shall investigate and respond in writing to the grievant with fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 4: If the grievance is not resolved in Step 3, the employee may, within fourteen (14) calendar days following the Step 3 reply, have the grievance referred to the Personnel Appeals Board. The Personnel Appeals Board shall schedule a hearing and give notice to all parties within five (5) days. The Personnel Appeals Board shall issue a decision not later than twenty-five (25) days after the grievance is referred to the Board.

**Section 6.7.** Either party may request the grievance be submitted to SERB mediation. This may be done immediately prior to the Personnel Appeals Board step or immediately subsequent to such step. All timelines submitted to the next step or to arbitration are held in abeyance until the mediation is completed.

**Section 6.8.** If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing during non-scheduled work times. The grievant shall not receive compensation if the meeting or hearing is held during non-work hours. However, the affected employee or employee acting as a Union Representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

**ARTICLE 7**  
**ARBITRATION**

**Section 7.1.** The union has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the answer on a grievance from the final step, the Union shall notify the Employer, in writing, of its intent to seek arbitration of the grievance.

**Section 7.2.** For purposes of this Article, "Arbitrator" includes the arbitration panel provided for in Section 7.3 (B) below.

**Section 7.3.** Within fourteen (14) calendar days following the receipt of the Union President's written notification of the Union's intention to proceed to arbitration, the parties shall follow the procedures of Division (A) below, unless one party makes a written election to follow the procedures of Division (B) below.

- A. Within fourteen (14) calendar days following the receipt of the Union President's written notification of the Union's intention to proceed to arbitration, the City Manager, either personally or through an appropriate Employer designee, and the Union President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, the parties, by joint letter, will request the Federal Mediation Conciliation Service (FMCS) to submit a panel of arbitrators from Ohio. The Employer and the Union shall attempt to select one arbitrator from the list by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternately striking names and selecting the final remaining name. Each party shall have the option to completely reject the list of names and request another list only once.
- B. The Employer and the Union shall cooperate in the creation, for the term of this Agreement, of a list of qualified City residents who are willing to voluntarily, from time to time, serve on a three-person arbitration panel to hear and decide grievances. Upon ratification of this Agreement, the City shall advertise for residents to serve on such a panel. An Employer designee and a Union designee shall thereafter jointly interview all applicants and create a list of five (5) persons and two (2) alternates.

Within fourteen (14) calendar days following the receipt of the written election by either party to utilize this Division (B), the Employer and Union shall each designate one person to serve on the three-person arbitration panel. Such person shall not be someone directly involved in the grievance process. Thereafter, the two designees shall select the third panel member from the list created above. If the designees cannot agree on a person from the list, then such person will be selected by the designees alternately striking names until a final name remains. The panel shall select one of their members as a chairperson. The panel shall designate who, if not done jointly, shall write the opinion of the panel.

**Section 7.4.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their

dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in questions. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. However, the arbitrator shall have the authority to award back pay when a disciplinary action is disaffirmed or modified.

**Section 7.5.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 7.6.** The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer.

**Section 7.7.** The cost of the rental of the hearing room shall be borne equally by the parties. The expenses and fees of the arbitrator shall be borne equally by both parties. The expenses of any non-employee witness shall be borne, if any, 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. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 7.8.** The arbitrator's decision will be in writing and shall be mailed to the Union and the Employer within thirty (30) days from the date the record is closed.

**Section 7.9.** Only discipline resulting in suspension, reduction in pay and/or position, discharge, or a violation of Agreement language shall be arbitrable under this Agreement. Written and verbal reprimands may be grieved to the final step of the grievance procedure, but may not be appealed to arbitration.

**Section 7.10.** Two (2) or more grievances may not be joined or consolidated except upon mutual agreement of both parties.

**Section 7.11.** Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The employee and/or Union shall give twenty-four (24) hours advance notice whenever practicable to the Employer of the name(s) of any witness(es) requested before the applicable step of the grievance procedure. The Employer reserves the right to limit the number of witnesses.

**Section 7.12.** The procedures set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this contract. It is expressly understood that the procedures set forth in this article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

## **ARTICLE 8**

### **INTERNAL REVIEW PROCEDURE**

**Section 8.1.** All internal investigations will be conducted in accordance with this Article and written policy established by the Employer. The Employer agrees to meet with representatives of the Union to discuss any contemplated changes in the policy.

**Section 8.2.** It is understood by the parties that the minimum requirements specified in Section 8.3 of this Article do not extend to day-to-day communication which occurs between a supervisor and an employee, including but not limited to, the following occurrences: performance evaluations; training; counseling sessions; work-related instructions; meetings; inquiries; or the furnishing of reports concerned with the initial investigation of an incident which does not involve the conduct of a formal internal affairs investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of an employee is warranted due to allegations made against the employee, the employee shall be notified in writing that he/she is subject to such an investigation interview.

**Section 8.3.**

- A. Reasonably in advance of an investigation interview, written notification stating the charges made against an employee will be given to the employee. The employee will be provided a copy of the written charge. In addition, the employee will be notified at that time whether the charges are criminal or administrative in nature.
- B. Investigation interviews shall be scheduled so that the employee has a reasonable opportunity, not to exceed forty-eight (48) hours, to obtain a representative who shall be permitted, at the request of the employee, to be present during the investigation interview.

Written notification is to be provided at the beginning of the investigation interview as to the specific allegations which support the charge.

- C. When an anonymous complaint is made against an employee and no corroborative evidence is obtained after an inquiry or investigation, the complaint shall be classified as unfounded. However, if three (3) or more anonymous complaints of a non-criminal nature are received within a twelve (12) month period or three (3) or more anonymous complaints of a criminal nature are received within a twenty-four (24) month period, then the anonymous complaint(s) may be classified as other than unfounded.
- D. Investigation interviews may not be tape recorded.

- E. No employee under investigation or called as a witness shall be charged with insubordination for failing to answer questions at an investigation interview unless the employee is first advised of their Garrity rights.
- F. Upon conclusion of the investigation, notification as to its status shall be provided to the employee within thirty (30) calendar days and every thirty (30) calendar days thereafter.
- G. Polygraph examinations may be administered to an employee as part of an investigation by order of the City Manager or her designees. Employees may be given a polygraph examination only if they are the focus of an investigation, suspected or admitted witness to an incident, or at the employee's written request. Prior to giving an employee a polygraph examination the complainant shall be given a polygraph examination. If the complainant fails the polygraph examination the employee will not be required to take a polygraph examination. Polygraph examinations shall be limited to the specific incident(s) of the investigation and shall not be used to determine misconduct outside the scope of the investigation. Polygraph examinations will not be used when investigating a possible criminal conduct portion of an incident, unless mutually agreed upon.
- H. These same requirements, as they apply to polygraph examinations, shall apply to employees called as witnesses.
- I. All interviews will be: (1) on paid time at appropriate rate of pay; (2) held at a City-owned, leased, contracted or controlled facility or other location mutually agreed to, and (3) held at a time during or contiguous to the employee's work shift.
- J. Union representatives are not entitled to compensation during the interview if scheduled during non-working hours.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

**Section 9.1.** To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- 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 Employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, process, means, or personnel by which government operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, 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 action to carry out the mission of the public employer as a government unit.

**Section 9.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

## **ARTICLE 10**

### **PROBATIONARY PERIODS**

**Section 10.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. The probationary period shall continue for a period of six (6) months for all employees except Dispatchers, who shall complete a probationary period of nine (9) months. A probationary employee may be terminated at any time during his probationary period without resort to the grievance procedure. The employee shall have the ability to utilize the Grievance Procedure for matters other than termination.

If the Employer determines that the employee is going to be terminated after this six (6) month period (nine (9) months for Dispatchers), the Employer may extend the employee's probation up to an additional three (3) months.

The Employer may shorten the probationary period at its discretion.

**Section 10.2.** A newly promoted employee will be required to successfully complete a probationary period for a newly hired position. The probationary period for a newly promoted employee shall begin on the effective day of the promotion and shall continue for a period of six (6) months except for Dispatchers, who shall have probation period of nine (9) months. A newly promoted employee may be returned or may voluntarily return, to his former position any time during his probationary period. Said employee shall have no right to file a grievance.

If the Employer determines that the employee will be returned to his former position after this six (6) month period (nine (9) months for Dispatchers), the Employer may extend the employee's probation up to an additional three (3) months.

In the event a promoted employee is returned or voluntarily returns to his/her former position during probation, the employee(s) subsequently displaced will have no right to file a grievance relating to his/her being returned to his/her former positions.

The Employer may shorten the probationary period at its discretion.

## **ARTICLE 11** **DISCIPLINE AND RECORDS**

**Section 11.1.** No employee shall be disciplined except for just cause.

**Section 11.2.** Discipline may include:

- A. Verbal reprimand (with appropriate notation in employee's file)
- B. Written reprimand
- C. Suspension or demotion
- D. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Normally, progressive discipline will be used for the same or similar offenses. However, if an employee has three (3) or more documented disciplinary incidents, the Employer may take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct without being required to take into consideration whether the incident in question is the same or similar to the other documented disciplinary incidents.

The Employer shall have the right, at its option, to offer an employee the right to forfeit accumulated vacation leave or compensatory time in lieu of a suspension without pay. If this option is offered by the Employer and accepted by the employee, the forfeiture shall be equivalent to a suspension for progressive disciplinary purposes.

**Section 11.3.** Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations. The Employer shall designate a hearing officer to conduct a pre-disciplinary conference and shall notify the employee of the date and time of the conference at least twenty-four (24) hours in advance. An employee who is charged or his Union representative may make a request for a continuance. The request shall not be unreasonably denied.

Any discipline against an employee must be initiated within twenty-eight (28) days after the Employer's completed investigation of the event necessitating the discipline, except for a matter involving possible criminal action as solely determined by the Employer.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union representative during such response.

During the period prior to the imposition of discipline, the employee may be placed on administrative leave with pay. The decision whether to place an employee on administrative leave shall be made solely by the Employer.

**Section 11.4.** If a conference is held pursuant to this Article, an employee acting as Union representative who appears during non-work hours shall not be compensated for the time spent at the conference. The employee who is the subject of the discipline shall not receive compensation if the conference is held during non-work hours.

**Section 11.5.** Verbal and written reprimands shall be subject to the grievance procedure set forth in this Agreement but shall not be subject to arbitration.

The Union may appeal a disciplinary decision made by the City Manager directly to arbitration procedure set forth in this Agreement. Such appeal must be made within fourteen (14) calendar days of the employee's receipt of the disciplinary decision of the City Manager. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the City Manager within this twenty-eight (28) calendar day period.

**Section 11.6.** Progressive disciplinary records shall be maintained as follows:

- A. Oral reprimands may be retained for no more than twelve (12) months after the date of issuance, provided that no intervening discipline occurs within this twelve (12) month period, and the record of an oral reprimand shall have no further force and effect and shall be removed from the file upon the request of the employee.
- B. Written reprimands may be retained for no more than eighteen (18) months after the date of issuance, provided that no intervening discipline occurs within this eighteen (18) month period, and the record of a written reprimand shall have no further force and effect, and be removed from the file upon request of the employee.
- C. Suspensions of three (3) days or less may be retained for no more than two (2) years after date of issuance provided that no intervening discipline occurs within this two (2) year period, and suspensions of four (4) days or more may be retained for no more than three (3) years after the date of issuance provided that no intervening discipline occurs within this three (3) year period, and the record of a suspension shall be removed from the file upon request of the employee. When removed from the file, it shall have no further force and effect. The City Manager shall have the discretion to retain records of suspensions in the employee's file beyond the stated time limits if he/she deems it appropriate due to the serious nature of the incident.

**Section 11.7.** Every employee shall be allowed to review and copy any of his personnel file (except open internal affairs files and background files) at any reasonable time upon written

request to the City Manager. An employee may also authorize his Union Representative to review his personnel file.

An employee shall be permitted to review a closed internal affairs investigation file. However, no document which is not available for inspection pursuant to Ohio Revised Code Section 149.43 shall be made available to the employee.

**Section 11.8.** Should an employee have reason to believe there are improper or inappropriate documents in his file, the employee may notify the City Manager, in writing, of the alleged improper or inappropriate information. The employee shall have the right to submit a written statement detailing his objections to the materials in question.

**Section 11.9.** An employee's signature on any performance evaluation shall be viewed by the parties only as a representation that the employee has read it and shall not be viewed as a representation that the employee has concurred in any or all of the contents or comments therein. The employee shall, upon request, receive a copy of the evaluation in its final form and nothing shall be added thereafter. The employee shall be afforded the opportunity to make remarks germane to the evaluation on the form. The employee will receive only one annual evaluation each calendar year.

**Section 11.10.** No document which does not include as a part of its normal distribution a copy to the employee, or which does not originate with the employee, shall be placed in the personnel file until the employee is afforded an opportunity to sign the document and be provided with a copy. Anonymous material shall never be placed in the employee's personnel file.

## **ARTICLE 12**

### **LABOR/MANAGEMENT MEETINGS**

**Section 12.1.** In the interest of sound labor/management relations, either party may call for a meeting, but not more than two (2) per year unless the parties mutually agree to meet more than two (2) per year. The City Manager and/or her designee(s) shall meet with not more than two (2) representatives from each of the bargaining units and one (1) non-employee representative of the Union to discuss those matters set forth in Section 12.2. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. If the meeting only concerns one (1) bargaining unit, a representative from the other bargaining unit is not required to attend.

**Section 12.2.** An agenda will be furnished by the party requesting the meeting at least ten (10) working days in advance of the scheduled meeting with a list of the matters to be taken up at the meeting. If the Union requests the meeting, the names of its representatives who will be in attendance will be provided to the Employer along with such list. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;

- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss grievances which have not been processed to third-party adjudication step of the procedure;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees;
- G. Notify the Union of changes made by the Employer as permitted by the collective bargaining agreement which affect bargaining unit members of the Union, including advising on new or combined classifications;
- H. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussions may prevent the necessity of filing a grievance.
- I. Consider recommendations for changes from the Employer or Union in policies, operating procedures, rules, and/or regulations.

**Section 12.3.** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

**Section 12.4.** Written responses reasonably requested by the Employer or the Union during such meetings in regard to items raised by either party who attended such meetings, shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension.

### **ARTICLE 13**

#### **LAYOFF AND RECALL/JOB ABOLISHMENT**

**Section 13.1.** The Employer shall determine when a layoff or job abolishment is necessary. Reasons for reduction in force shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operation; a current or projected temporary decrease in the workload; or the abolishment of positions for efficiency of operation, reasons of economy, or for lack of work.

**Section 13.2.** The Employer will determine in which classifications, departments, and divisions layoffs will occur. Employees will be laid off beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off in the affected classification and department. All remaining senior employees must possess the skills and ability to perform the remaining work.

In the event that a reduction in force within a classification occurs, the following steps shall be taken:

- A. Layoffs of employees shall occur in the following order:
  - 1. Emergency
  - 2. Casual
  - 3. Seasonal
  - 4. Intermittent
  - 5. Temporary
  - 6. Probationary
  - 7. Part-time
  - 8. Full-time
- B. The remaining employees in the classification shall be laid off in inverse order of bargaining unit seniority; however, all remaining senior employees must possess the skills and ability to perform the remaining work.
- C. An employee affected by a layoff may displace (bump) a less senior employee within the same or lower pay range, provided such senior employee possesses the qualifications for such new position. An employee who elects to bump shall have five (5) days after receipt of a layoff notice to request displacement rights. The employer will respond to the request within five (5) work days.
- D. Each employee to be affected by a layoff shall be given written notice no less than thirty (30) calendar days prior to the action, stating the effective date of the action and reason for layoff. The Employer agrees to discuss with the Union the impact of a layoff or job abolishment on bargaining unit members prior to the Employer's notification to the affected employees.
- E. Volunteers, welfare-workfare persons, job corps members and similarly situated individuals shall not be utilized to perform the work of laid-off employees except in emergency situations.
- F. For each classification in which a reduction occurs, the Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in reverse order of their layoff selection. If a vacancy in a classification occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification. The employee highest on the reinstatement list who responds will be given the vacant posting. All recalled employees are required to give written response of his/her intent to report to work within fourteen (14) calendar days following the recall notice unless other written arrangements have been made between the employee and the Employer. An employee who properly gives written response of his/her intent to report for work, but is not at that instance recalled, shall maintain recall rights for twenty-four (24) months from the initial date of that layoff.

- G. Employees on layoff shall be notified of openings in comparable classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid.
- H. No vacancy in a job classification may be filled by promotion or permanent transfer until all recall rights to that classification have been exhausted.
- I. Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The mailing shall be to the last mailing address provided by the employee. Employees have an obligation to keep the Employer advised of their current mailing address.
- J. An employee who is recalled shall be reinstated at a current rate of pay to match the length of time the employee was absent, all seniority will be reinstated as if the employee was in paid status while laid off.

**ARTICLE 14**  
**SENIORITY**

**Section 14.1.** Seniority shall be computed on the basis of total continuous service as an employee with the City. Total service is determined by dividing the total number of non-overtime hours worked by 2080 to determine the number of years of service.

The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of two (2) years or less;

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and

F. Resignation

**Section 14.2.** "Seniority" as defined in Section 14.1 of this Article shall apply wherever the term "seniority" is used in this Agreement and seniority shall apply when all other factors considered by the City Manager are relatively equal.

**Section 14.3.** "Seniority" applies only where that specific term is used and shall not be confused with "years of service" used to calculate vacation entitlement, sick leave conversion entitlement, etc.

**Section 14.4.** "Seniority" shall be adjusted for all time on disciplinary suspension, which time shall be deducted from the employee's seniority.

**ARTICLE 15**  
**WORK RULES**

**Section 15.1.** All new work rules, policies, regulations and changes to existing work rules, policies and regulations shall be posted prior to implementation. A copy shall be provided to the Union President of each bargaining unit as designated in Section 3.3 of the Agreement.

The posting of work rules in conspicuous and customary places shall constitute notice to all employees.

**Section 15.2.** The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Any charge that a work rules has not been applied uniformly may be the subject of a grievance.

**Section 15.3.** Nothing contained in this Article shall be construed in any manner as a limitation to the Employer's rights to alter its work rules, policies or regulations.

**Section 15.4.** The portions of the Employee Relations Manual not inconsistent with this contract are hereby adopted by reference.

**Section 15.5.** Notwithstanding the employer's discretion to determine the work schedule for bargaining unit employees, employees who are currently working four (4) ten (10) hour shifts will be notified by the employer of any proposed permanent change in the work schedule that is greater than two (2) weeks. The Employer will give a fourteen (14) calendar day advance notice of such changes to the Union, and must also meet with the Union to discuss any proposed schedule changes prior to their implementation. Schedule changes of any duration must be based on operational needs and be for a specified period of time. After the period of the schedule change has expired, the schedule will revert back to four (4) ten (10) hour shifts. The Employer will meet with the union to discuss the proposed change prior to the Employer implementing the proposed schedule change. The Employer will post work schedules for each division and employees will select their schedule by seniority. Employees who work ten (10) hour days are required to take a one-half (½) hour of uncompensated time for lunch and thus are required to work ten and one-half (10½) hours.

**ARTICLE 16**  
**VACANCIES AND POSTINGS**

**Section 16.1.** The Employer shall determine when a vacancy exists. The Employer shall post, internally on the six (6) bulletin boards specified for such postings, vacancies which occur or are imminent within the Agency except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement shall specify the title and nature of the job, the required qualifications, and the deadline and place of application. Each announcement shall be posted for ten (10) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Personnel Director no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employees who are on an approved vacation may file a written application with the Personnel Director not later than three (3) working days following the employee's return from the approved vacation. Job postings shall be sent to the Union President at the same time as posting.

**Section 16.2.** The Employer will consider the following criteria in selecting the successful applicant: seniority, experience, ability to perform the work, records of attendance and discipline, and education. The Employer will select the most qualified applicant based on these criteria.

**ARTICLE 17**  
**WAGES**

**Section 17.1.** Effective upon the parties ratifying this contract, permanent bargaining unit employees covered by this Agreement shall be paid in accordance with the following wage ranges and rates:

<b><u>CLASSIFICATION</u></b>	<b><u>PAY RANGE</u></b>
Service Worker	8
Park Maintenance Worker 1	8
Service Technician 1	9
Service Technician 2	10
Mechanic Equipment Technician 1	9
Park Maintenance Worker 2	9
Arborist	9
Landscaper	9
Public Safety Dispatcher 1	10
Utilities Treatment Plant Operator 1	10
Public Safety Dispatcher 2	11
Mechanic Equipment Technician 2	11
Utilities Treatment Plant Operator 2	12
Utilities Treatment Plant Operator 3	12

**Effective December 19, 2009, 0% increase**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Eight (8)	15.74	16.38	17.04	17.73	18.43	19.17	NA
Nine (9)	16.38	17.04	17.73	18.43	19.17	19.93	NA
Ten (10)	17.04	17.73	18.43	19.17	19.93	20.72	NA
Eleven (11)	17.73	18.43	19.17	19.93	20.72	21.57	22.42
Twelve (12)	18.43	19.17	19.93	20.72	21.57	22.42	23.33

**Effective December 19, 2010, 1% increase**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Eight (8)	15.90	16.54	17.21	17.91	18.61	19.36	NA
Nine (9)	16.54	17.21	17.91	18.61	19.36	20.13	NA
Ten (10)	17.21	17.91	18.61	19.36	20.13	20.93	NA
Eleven (11)	17.91	18.61	19.36	20.13	20.93	21.79	22.64
Twelve (12)	18.61	19.36	20.13	20.93	21.79	22.64	23.56

**Effective December 19, 2011, 1½% increase**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Eight (8)	16.14	16.79	17.47	18.18	18.89	19.65	NA
Nine (9)	16.79	17.47	18.18	18.89	19.65	20.43	NA
Ten (10)	17.47	18.18	18.89	19.65	20.43	21.24	NA
Eleven (11)	18.18	18.89	19.65	20.43	21.24	22.12	22.98
Twelve (12)	18.89	19.65	20.43	21.24	22.12	22.98	23.91

**Section 17.2.** Permanent, full-time employees shall be hired at Step 1, except as provided in Section 17.21 below. Permanent, full-time employees will move from Step 1 to Step 2 upon completion of their probationary period. After one (1) year of service in Step 2 the permanent, full-time employee will move to Step 3. Further step movement will continue each year until the

employee has reached the top step in the pay range. Employees who are promoted (to a position with a higher pay range within the same division of the employee's department) shall be placed in the next succeeding step in their new job's pay range which provides them with a minimum of four percent (4%) increase in wage, and shall advance through the remaining steps (if any) in accordance with this Article. Employees who make a lateral transfer will continue to receive compensation at their existing pay range and step and then, upon completion of their probationary period, shall move to the new pay range at the step which provides them with a minimum of four percent (4%) increase in wage and shall advance through the remaining steps (if any) in accordance with this Article. In the event the bargaining unit reveals and provides information indicating that a wage adjustment may be necessary for specific classifications within the bargaining unit, such wage review may be performed by the Labor Management Committee (LMC), upon initiation by AFSCME. All employees in the Service Technician I position, who complete one year in the seventh step of the wage table during the terms of this agreement, shall automatically be advanced to the Service Technician II classification at the same step.

**Section 17.21.** Permanent, full-time employees, who possess necessary experience relevant to the position, may be hired at Step 1, Step 2, or Step 3 of the appropriate pay range, depending upon the quality of such experience. Such newly hired employees will move to the next step upon completion of their probationary period. After one (1) year of service in that step, the employee shall move to the next step. Further, step movement will continue each year until the employee has reached the top step in the pay range.

**Section 17.3.** Permanent, part-time employees may go to Step 5 in the pay range. After 2080 hours of service in Step 1, the permanent, part-time employee will move to Step 2. After 2080 hours in Step 2, the permanent, part-time employee will move to Step 3. After 2080 hours in Step 3, the permanent part-time employee will move to Step 4. After 2080 hours in Step 4, the permanent part-time employee will move to Step 5. Existing permanent, part-time employees shall be grandfathered in at their current step and the calculation of hours in said step shall commence for each permanent, part-time employee as of December 24, 2001.

**Section 17. 4.** The rates of pay set forth are based on full-time employment of forty (40) hours in a workweek, eighty (80) hours in a biweekly pay period and two thousand eighty (2080) hours annually.

**Section 17. 5.** All hours worked in excess of forty (40) hours for all bargaining unit members per week shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate of pay. No employee shall be paid for overtime work which has not been authorized by a supervisor. Scheduled shifts shall not be adjusted to avoid paying overtime, except by mutual agreement between management and the employee.

**Section 17.6.** Overtime occurrences will be offered equally within the department.

**Section 17.7.** Employees called back into work after the end of the regular shift or called in on a day or at a time the employee would have normally been off duty, shall be entitled to a minimum of two (2) hours pay at time and one-half (1 ½). Two (2) or more call-ins within a two (2) hour period shall be considered one (1) call-in.

**Section 17.8.** Vacation days, holiday leave, and personal days shall be considered as hours worked for computing overtime. Hours worked on a holiday for which an employee receives compensation at time and one-half (1½) shall not be counted in computing eligibility for overtime. No other hours which are paid at time and one-half (1½) shall be counted in computing eligibility for overtime, except as provided in this section. No hours worked for an Employee other than the City of Pickerington shall be counted in computing eligibility for overtime. At no time shall any of the hours described in this section be pyramided for computing overtime. Mandatory overtime will be paid at time and one-half.

**Section 17.9.** All employees shall be entitled to longevity pay after five (5) years of full-time service. Longevity pay will be five hundred dollars (\$500.00). An additional fifty dollars (\$50.00) shall be paid for each year thereafter of full-time service. Payment shall be made in a lump sum, payable on the employee's fifth (5th) service anniversary and each service anniversary thereafter, and shall be included in the next regular pay following the employee's anniversary date.

Longevity pay shall be paid to an employee upon the employee's retirement, either voluntarily or by disability. Such payment shall be pro-rated from the employee's most recent anniversary date to the date on which the separation occurs. In the event of an employee's death, the payment shall be paid to the employee's spouse or secondarily to his estate.

**Section 17.10.** In lieu of overtime pay as provided above, the Employer may grant, at the employee's request, compensatory time.

Compensatory time shall be granted at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked.

The maximum amount of compensatory time an employee may have as an accrual balance at any one time is forty (40) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate. 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 the payroll year shall be paid to the employee at his/her rate of pay in effect during the last pay period of the year. This payment shall be made with wages earned during the last pay of the payroll year.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval from the employer prior to taking compensatory time off.

Upon separation from employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate.

**Section 17.11.** Employees may trade shifts pursuant to the Employer's established policy, however, both ends of the trade must take place during the same bi-weekly pay period so long as the trade does not result in overtime pay to either or both employees.

**Section 17.12.** For tax deferment purposes, the full amount of the statutorily required Employee contribution to the Public Employees Retirement System (“The Fund”) shall be withheld from the gross pay of bargaining unit members. No bargaining unit member subject to this “pick-up” shall have the option of choosing to receive the statutorily required Employee contribution to the fund or of being excluded from the “pick-up.” The parties agree that the City will not incur any additional costs in the deferment of said federal and state income taxes. Should the Rules and Regulations of the Internal Revenue Service of the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

**Section 17.13.** The City of Pickerington will continue to pay Pro-pay to employees currently receiving Pro-pay under Section 3.9 of the Employee Relations Manual for the duration of their employment.

**Section 17.14.** A differential in pay will be accorded to dispatchers who are assigned to work any shift other than the first shift on any calendar day. Shift differential shall be paid \$.70 per hour.

Shift differential shall not apply to overtime for hours worked beyond the dispatchers regularly scheduled shift. Shift differential shall only be paid for hours actually worked and shall not be paid on sick leave, vacation leave, personal leave, bereavement leave, etc.

**Section 17.15.** A differential in pay will be accorded to employees who are regularly scheduled to work weekends (Saturday and Sunday). Weekend differential shall be paid \$.20 per hour.

Weekend differential shall not apply to overtime for hours worked beyond the employees’ regularly scheduled shift. Weekend differential shall only be paid for hours actually worked and shall not be paid on sick leave, vacation leave, personal leave, bereavement leave, etc.

**Section 17.16.** Utility Treatment Plant Operators shall be classified as I, II, or III according to Section 17.1, based upon the level of their EPA certification but such classification shall be no greater than the Class Level of the Plant where the employee works. An employee who works in both the water and wastewater plants shall be paid according to the highest rate possible in either plant based on the provisions of this Section 17.16.

## **ARTICLE 18** **INSURANCE**

**Section 18.1.** The Employer will provide the same hospitalization, surgical, major medical prescription drug, vision, and/or dental coverage that is provided to non-union, non-administrative City employees. If the City discontinues health care for non-bargaining employees, the City agrees to provide Health Care Insurance for bargaining unit employees. Bargaining unit employees will pay the same contributions toward the monthly premiums as the non-union, non-administrative City employees’ pay. The employee shall pay monthly contributions equal to the percentages noted below of the total cost of such coverage, rounded up to the nearest dollars:

2010	2011	2012
8%	10%	12%

The City also agrees to fund the Health Savings Account (HSA) at not less than 75% of the deductible, or the same funding as non-union employees, whichever is greater.

**Section 18.2.** The Employer will maintain life insurance for each employee in the amount of 75,000 dollars.

## **ARTICLE 19**

### **WORKING OUT OF CLASSIFICATION**

**Section 19.1.** A bargaining unit member assigned by the City Manager or her designee to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds, shall be paid at the rate of the higher classification provided that the employee:

- A. Performs the duties of the higher position or rank for at least five (5) consecutive work days. The pay shall be retroactive to the first day of the assignment; or
- B. Has performed the duties of the higher position for more than eighty (80) hours in a payroll year. The higher rate of pay will start on the eighty first (81<sup>st</sup>) hour and every hour worked in the higher position until the end of the payroll year.

**Section 19.2.** In connection with the efficient operation of the City, the Employer has the right to temporarily transfer an employee to a different classification to fill-in for vacations, to fill-in for sick leave, or for emergencies. Such transfers shall not exceed thirty (30) calendar days except for sickness or leave of absence or unless mutually agreed to between the Union and the City.

**Section 19.3.** An employee transferred to a lower paying classification shall receive his/her regular rate of pay for the duration of the temporary transfer.

## **ARTICLE 20**

### **UNIFORMS AND EQUIPMENT**

**Section 20.1.** The Employer shall provide all non-probationary employees with all equipment and clothing which is required by the Employer (probationary employees will be provided with required safety shoes only), and such clothing (uniform) must be worn by the employee at all times during work hours. The Employer may provide, and/or the Employees may request, other specialty items of clothing or equipment. Such items are to be provided at the Employer's discretion. The City Manager will designate the type of uniforms for each bargaining unit.

**Section 20.2.** The Employer shall provide for the cleaning of uniforms in a manner prescribed by the Employer. The cleaning service does not include alterations.

**Section 20.3.** The Employer shall repair or replace all required equipment items required by the Employer which are excessively worn or rendered inoperable not due to negligence on the part of the employee, per current practice. Employees are responsible for the repair or replacement of excessively worn or inoperable equipment which is due to negligence on the part of the employee.

**Section 20.4.** Members whose uniforms are damaged in the actual performance of the duties of their positions, may request the Employer to replace the damaged item. The Employer may replace the item.

**Section 20.5.** An employee must return all uniforms and equipment issued by the Employer when he/she terminates his employment with the Employer. An employee shall not receive his final paycheck until such time as all uniforms and equipment issued to the employee has been returned.

**Section 20.6.**

- A. The Employer shall provide the dispatchers with the following items which shall constitute initial issue: short sleeve shirts (3); long sleeve shirts (3); slacks (3) (or skirts, if necessary for religious reasons); ID Card; Belt; Shoes (1 pair); Headset (1).
- B. The other bargaining unit employees shall be provided with the following items which shall constitute initial issue.

- # Short Sleeve Shirts
- # Long Sleeve Shirts
- # Pairs of Pants-Long
- # Pairs of Shorts (at employee's request)
- # Summer Coat
- # Sock Hat (at employee's request)
- # Set of Rain Gear (Coat, Pants or Bibs)
- # Winter Coat with Removable Hood (Carhartt's brand at employee's request)
- # Bibs or Coveralls (Carhartt's brand at employee's request)
- # Pair of Work Shoes (replaced as needed)\*
- # Pair of Rubber Pull-Over Boots (one [1] per year)
- # Cloth Gloves (replaced as needed)

\*Safety shoes if required by OSHA

**ARTICLE 21**  
**TUITION REIMBURSEMENT**

**Section 21.1.** Tuition reimbursement may be granted at the discretion of the Department Head with the concurrence of the City Manager for an employee who is enrolled in training or education related to the employee's current area of employment. Such reimbursement can be for an approved degree program or for individual courses. The tuition reimbursement, while at the discretion of the Department Head with the concurrence of the City Manager, will be granted in the current practice subject to the funds allocated for this purpose.

**ARTICLE 22**  
**VACATION**

**Section 22.1.** The following shall be the vacation accrual rate for employees:

<u>AFTER COMPLETED YEARS OF SERVICE</u>	<u>HOURS OF ACCRUED VACATION</u>	<u>MAXIMUM ACCUMULATION HOURS</u>
0-5	96	144
6-7	112	168
8	120	180
9	128	192
10	136	204
11	144	216
12	152	228
13	160	240
14	168	252
15	176	264

**Section 22.2.** All vacation leaves shall be taken at the discretion of the employee with the approval of the City Manager as per the current practice. The employer will circulate a vacation leave request form to all employees in a given department. The list must be completed by all employees in the given department by no later than February 15 of the calendar year. In each department, the list will be given to the employee with the greatest over all seniority first, and then passed down according to seniority. After February 15<sup>th</sup> of the calendar year, vacation requests shall be considered on a first come first serve basis. Vacation requests may only be denied based upon operational needs, and shall not be unreasonably denied.

**Section 22.3.** Vacation leave shall accrue to permanent, full-time employees in the amount specified in Section 1 of this Article. Should a bargaining unit employee not be able to schedule his or her vacation prior to end of the payroll year if requested and denied by the Employer, the

hours unused above the applicable maximum accrual rate will automatically be converted into paid compensation at the rate of the pay in effect in the pay period immediately preceding the end of the payroll year, and will be included in the first paycheck immediately preceding the end of the payroll year. At the first pay period in September, the City shall notify all appropriate employees of excess time, which must be used or lost.

**Section 22.4.** The following rules shall govern the use of vacation:

- A. An employee who is separated from City service through removal, reassignment, retirement, or a layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave to his credit at the time of separation.
- B. Upon the death of an employee, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased. The leave shall be paid out at the employee's current rate of pay at the time of death.
- C. All vacation hours shall be paid in full at the applicable straight time rates.
- D. Employees on vacation may be recalled to duty for extraordinary situations as determined by the Employer; however, if an employee is ordered to work while on approved vacation leave he/she shall be paid at one and one-half (1 ½) times his regular rate of pay for all hours worked. The period of time the employee is called back to work will not be deducted from his vacation time.
- E. Vacation time shall be taken in increments of a least two (2) hours unless otherwise approved by the City Manager.
- F. Vacation credit shall not be earned while an employee is in non-pay status (unpaid leave-of absence, disciplinary suspension, etc.).

## **ARTICLE 23** **HOLIDAYS/PERSONAL DAYS**

**Section 23.1.** The following shall be considered legal holidays for employees:

- # New Year's Day, January 1st
- # Martin Luther King Day, third Monday in January
- # Presidents Day, third Monday in February
- # Memorial Day, last Monday in May
- # Independence Day, July 4th
- # Labor Day, first Monday in September
- # Columbus Day, second Monday in October
- # Thanksgiving Day, fourth Thursday in November
- # Day after Thanksgiving Day
- # Christmas Day, December 25<sup>th</sup>

The City Manager may grant up to four (4) paid hours off in recognition of Christmas Eve and up to four (4) paid hours off hours in recognition of New Year's Eve.

The following shall be considered legal holidays for Dispatchers:

- # New Year's Day, January 1st
- # Martin Luther King Day, third Monday in January
- # Memorial Day, last Monday in May
- # Independence Day, July 4th
- # Labor Day, first Monday in September
- # Thanksgiving Day, fourth Thursday in November
- # Day after Thanksgiving Day
- # Christmas Eve, December 24<sup>th</sup>
- # Christmas Day, December 25<sup>th</sup>
- # New Year's Eve, December 31st

**Section 23.2.** Part-time employees shall receive holiday pay on a prorated basis based upon the number of hours regularly scheduled. For each holiday listed above, employees shall receive his/her regular hourly rate of pay as holiday pay. If an employee works on a holiday, he/she will also be paid at the overtime rate of one and one half (1½) times his/her regular rate of pay.

**Section 23.3.** For each holiday listed in Section 23.1, a full-time employee shall receive eight (8) hours of holiday leave, unless the employee who is regularly scheduled to work such holiday is ordered by the City to take such holiday off using holiday leave. Employees, including newly hired, who work a different schedule of hours greater than eight (8) hours may supplement holiday pay by utilizing vacation time, personal leave, compensatory leave, or leave without pay.

**Section 23.4.** Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred.

**Section 23.5.** All permanent employees will receive four (4) personal days per year paid at the employee's current rate of pay except for newly hired employees. Newly hired employees will earn 2 hours of personal time per pay period up to a maximum of 24 hours during their probationary period and may use this time during their probationary period. Personal days are also known as floater days. Personal days may not be carried over from year to year and may not be converted to cash. Personal days shall be scheduled at the employee's discretion with the approval of the Supervisor. The granting of personal day requests shall be subject to the scheduling needs of the city. Personal days shall be used in increments of at least one half (½) hour and shall be used by the last pay period of the payroll year. Employees who have used any of their personal days and resign or retire prior to October 1 must repay such personal days, on a prorated basis. Such repayment may be made in case or unused vacation days.

**ARTICLE 24**  
**SICK LEAVE**

**Section 24.1.** Each permanent, full-time employee will receive four and six tenths (4.6) hours of sick leave per bi-weekly pay period. There will be no maximum accumulation on sick leave. Sick leave shall be taken in increments of at least one (1) hour.

Each permanent, part-time employee will receive one (8 hour) wellness day after completion of six (6) months of employment. The wellness day shall be used in the next six (6) month period.

**Section 24.2.** An employee may request sick leave for absences resulting from:

- Illness or injury of the employee;
- Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of other employees or of the public;
- Necessary medical, dental, psychological, or optical examination by a licensed practitioner, when such examination cannot be scheduled during non-work hours;
- Inability to work due to pregnancy, childbirth and related medical conditions;
- Illness, injury or pregnancy-related conditions of the employee's immediate family residing in employee's home where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. For this paragraph "immediate family" shall include the spouse, children and parents.

**Section 24.3.** The Employer maintains the right to investigate any employee's absence. Employees may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the employee as required by the City Manager or his designee.

A physician's statement may only be required under the following circumstances:

1. If an employee is absent for more than three consecutive days;
2. If an employee is absent from work on more than four (4) occasions during a twelve-month period. Intermittent periods of sick leave for the same illness or injury, certified to by a physician, shall be counted as one occasion of absenteeism if they occur within a period of thirty (30) days.
3. Where there is a reasonable suspicion of sick leave abuse.

**Section 24.4.** Any employee requesting sick leave must notify the Employer in the manner prescribed by the Employer. The employee must give the reason for the sick leave request and

location of convalescence, if different than the home address. If the employee is not at the location given, he/she shall provide a valid reason for his failure to be at the given location. Failure to provide the location, or absence from the stated location without a valid reason, may result in disciplinary action.

**Section 24.5.** No employee will be eligible for sick leave if he/she performs work for another employer within twenty-four (24) hours after the end of a shift for which the employee reported off as sick.

**Section 24.6.** Beginning with the seventh time and each time thereafter an employee is granted sick leave under Section 24.2 in any calendar year, the first three (3) work days of each such leave shall be granted without pay, except as follows:

1. Where the use of sick leave is substituted for FMLA leave under Section 28.8(A) of this Agreement;
2. Where the use of sick leave is for bereavement purposes under Article 25 of this Agreement; or
3. Where the Department Head approves the employee's request to change the absence to other paid leave.

If the employee has no other leave balance, the employee may use remaining sick leave balance, but such hours of sick leave shall not count as hours worked for purposes of overtime computation.

Use of sick leave for the same illness or injury, when certified by a physician and when such usage is approved by the Department Head, shall be counted as one (1) absence for the purpose of this section if the use of sick leave occurs during a period of thirty (30) calendar days from the time the employee returns to work. An office visit, pre-approved at least seventy-two (72) hours in advance, shall not be counted as a sick leave occurrence. The Department Head may request a physician's statement verifying the pre-approved office visit.

For good cause, the Department Head may waive any restrictions upon sick leave use contained in this section.

**Section 24.7.** An employee must comply with all rules and regulations on sick leave, in order to receive sick leave pay. Falsification of sick leave documents is grounds for dismissal.

**Section 24.8.** Upon on the death of an employee, all unused sick leave to his credit shall be paid in a lump sum to his surviving spouse, or secondarily to his estate, hour for hour at the regular rate of pay at the time of the employee's death.

**Section 24.9.** An employee with ten or more years of service credit with the City of Pickerington shall, upon retirement from employment with Pickerington, be compensated for one-half (1/2) of his unused sick leave (excluding transferred in sick leave from another Ohio Political subdivision) up to a maximum of six hundred (600) hours of total pay. The pay rate per

hour shall be the employee's final hourly pay rate. "Retirement" shall mean service or disability retirement pursuant to a State of Ohio retirement plan.

**Section 24.10.**

- A. After 480 hours have been accumulated (excluding transferred-in sick leave from another Ohio political subdivision), an employee would be eligible once a year to "sell back" sick leave at one-third (1/3) their current hourly rate, retaining not less than 480 hours accumulation. The maximum annual sell back is 240 hours of sick leave.
- B. Employees who take sixteen (16) or fewer hours in the preceding twelve (12) months shall accrue one (1) additional vacation day.

**Section 24.11.** In the event an employee uses all of his/her sick leave, other employees may donate sick leave time to said employee. The donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employee's account.

**ARTICLE 25**  
**BEREAVEMENT LEAVE**

**Section 25.1.** In the event of the death of an employee's mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current stepchildren, current daughter-in-law, current son-in-law, current stepmother, current stepfather, current stepbrother, current stepsister, grandmother, grandfather, grandchildren, legal guardian or other person who stands in the place of a current parent, or for whom the employee stands in loco parentis. The employee shall be granted three (3) working days off with regular pay to attend the funeral or to attend to any other necessary business. Additional days may be approved by the City Manager on a case-by-case basis. These additional days shall be deducted from sick leave unless the employee does not have sufficient accumulated sick leave, in which case the days shall be deducted from other accumulated leave. Employees working ten (10) hour days shall be credited for bereavement leave with ten (10) hours for each day of bereavement leave granted.

**ARTICLE 26**  
**INJURY LEAVE**

**Section 26.1.** All employees who are unable to perform the duties assigned them due to injury or disease directly attributed to their employment and while in the line of duty shall, without loss of sick leave, be allowed injury leave for a period of six (6) months with regular rate of pay for each service connected injury. The authorization of the injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted. Injury leave may be extended another six (6) months by the City Council upon such terms as the Council, in its sole discretion, may establish. If the Employer denies a request for injury leave, the employee may file a grievance.

**Section 26.2.** Injury leave may be granted to an employee only for injuries determined by a licensed physician. The Employer retains the right to review medical records of the employee and further, the employee may be required to submit to medical examination by a physician retained by the Employer for the purpose of establishing the validity of the claim for injury leave.

**Section 26.3.** An employee must file and process a claim with the Ohio Bureau of Workers' Compensation in accordance with City policy in order to be eligible for injury leave.

**Section 26.4.** Application for injury leave must be made in writing to the City Manager, on a form prescribed by the Employer. In the event the employee is unable to file the application, the Union may do so on the employee's behalf.

**Section 26.5.** If the Ohio Bureau of Workers' Compensation denies the employee's application, the employee will be eligible for sick leave.

**Section 26.6.** If the employee is found to be in violation of any federal, state, or city law, or any city work rule or regulation applicable to wearing or using proper safety devices provided by the Employer, he/she shall not be granted injury leave. The Employer agrees to process a valid claim by a bargaining unit employee for workers' compensation as a top priority item.

## **ARTICLE 27** **MILITARY LEAVE/JURY DUTY**

The City shall follow all local, state, and federal laws regarding military leave and jury duty currently in effect or as amended in accordance with applicable law.

## **ARTICLE 28** **FAMILY AND MEDICAL LEAVE**

**Section 28.1.** Eligible bargaining unit employees shall be provided family and medical leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

## **ARTICLE 29** **NO STRIKE/NO LOCKOUT**

**Section 29.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Pickerington.

The Union agrees that it will, within two weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage or any other interruption or operations or services of the Employer by bargaining unit employees.

**Section 29.2.** Any officer or trustee of the union, upon notice from the Employer of such job action, shall take whatever affirmative steps, reasonably within his/her ability, that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

**Section 29.3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless those members have violated Section 1 of this Article.

### **ARTICLE 30** **WAIVER IN CASE OF EMERGENCY**

**Section 30.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Pickerington (or other person with the authority to declare a state of emergency pursuant to Pickerington Ordinance No.88-93), or the Federal or State Legislature, such as acts of God, civil disorder or civil disaster, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All agreements relating to the assignment of employees.

**Section 30.2.** Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

### **ARTICLE 31** **ENTIRE AGREEMENT**

The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this contract, the Employer and the Union each voluntarily waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The provisions of this Agreement shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Agreement. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in a written and signed amendment.

### **ARTICLE 32** **DURATION/AMENDMENT**

**Section 32.1.** This Agreement shall be effective upon signing and continue in full force and effect until midnight on December 31, 2012.

**Section 32.2.** 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 nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

**Section 32.3.** The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.

**Section 32.4.** The Union may file a wage reopener for wage rates only for the rates that are effective December 19, 2011. Such reopener must be filed in accordance with R.C. 4117 during the month of October, 2011. This wage reopener would be in addition to the 1 ½% increase effective December 19, 2011.

### **ARTICLE 33** **MISCELLANEOUS**

**Section 33.1.** Job Audit. The parties agree that job titles shall be positive to job duties and pay commensurate for the same shall be received.

In the event an employee feels their job has changed to the point they are no longer classified properly, it is their responsibility to contact the Union. In the event the Union feels that the employee's request is meritorious and the Manager fails to request a change in a timely manner, the Union, after notice to the Supervisor and Manager, shall request the Personnel Appeals Board to perform a review of the employee's existing job classification and point factoring for the position. The Union shall have the right to arbitrate the decision of the Personnel Appeals Board. Any employee who has been denied a reclassification cannot apply for another job audit until twelve (12) months has expired from the previous denial.

The arbitrator shall have no authority to consider any job description other than as established by the Employer nor alter or amend such descriptions in any way. The arbitrator shall have no authority to establish or create new job descriptions.

Should it be determined that an employee's job duties are not positive to his/her existing job title, then the Personnel Appeals Board shall have thirty (30) working days either to so reclassify the employee or eliminate those job duties from the employee's work that necessitated the reclassification.

**Section 33.2. Contracting Out.** The Employer agrees any contracting or subcontracting shall not be used for the sole purpose of eliminating or eroding bargaining unit members. Except for emergencies involving the public health, welfare, and safety, the City agrees that contracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union thirty (30) days prior to the letting of contracts. At the meeting, the Union shall be afforded the opportunity to convince the City it would be more cost effective to the City for such work to be performed by existing employees.

**Section 33.3. Leaves Without Pay.** Where unpaid leave is not otherwise authorized as a matter of law, the authorization of a leave without pay is solely a matter of administrative discretion and each request will be decided by the Employer on a case-by-case basis, taking into consideration the operational needs of the Employer. An employee, upon returning back to work, shall return at the same position and benefit status as previously received prior to the unpaid leave status.

**Section 33.4. Lunch and Rest Periods.**

- A. All employees are entitled to meal periods with the length designated by the Department Head. Lunch scheduling is subject to approval by the employee's immediate Supervisor.

Except for Police personnel, approved lunch periods are not considered as work time, therefore, each employee shall be completely relieved, if possible, from work duty for that time period.

Lunch periods which are uninterrupted by call to duty are excluded from compensable time. Lunch periods shall be at least one-half (½) hour. Lunch periods which are interrupted by authorized calls to duty must be counted as compensable time, since the employee would not be considered to be relieved of all duties.

- B. Employees who are completely relieved from call to duty during their approved lunch period are not subject to requesting permission to leave their work premises during their scheduled lunch period.
- C. Every employee who works four (4) or more consecutive hours is encouraged to take, one (1) fifteen (15) minute paid break during that four (4) hour period. Two (2) such breaks are permitted per eight (8) hour workday. Breaks may not be taken at the beginning or end of the workday or in combination with the lunch break. Break time may not be accumulated. Sometimes, the work demands may cause a break not to be possible.

**Section 33.5. On-Call Employees.** The City may require employees to be on 24-hour, 7-days a week “on-call” status. Employees required to be on-call must respond immediately to all events (including emergency calls, alarms, complaints) which occur outside of their normally assigned schedule. Employees assigned the on-call status must be available for immediate communication to respond to these events. Employees assigned the on-call status are required to comply with all terms and conditions of this agreement and the City of Pickerington Employee Relations Manual.

Employees assigned to be “on-call” will be paid an additional fifty dollars (\$50.00) per week. All employees in departments required to have on-call personnel are required to work the on-call schedule. Employees will be rotated in each department requiring on-call personnel on a weekly basis. Employees may request an exchange of their assigned week by submitting the request in writing to the Department Head, signed by both affected employees and submitted 14 calendar days prior to the affected work week.

**Section 33.6. Dispatcher Shift Bidding.** When a shift opening occurs within the Communications Division, Dispatchers on other shifts will be permitted to bid on the open shift, and the open shift will be then be awarded to the bidding employee with the most overall seniority. Management shall have the right to vary from this procedure however shift bidding requests submitted according to his Section 33.5 shall not be unreasonably denied.

**Section 33.7. License Checks.** The parties agree that the City may check with the Bureau of Motor Vehicles of the State of Ohio for a Disqualification of a valid driver’s license and/or a commercial driver’s license involving its employees required to drive a motor vehicle. The city may check for such a Disqualification as frequently as it deems necessary. The purpose of this check will be limited to ensuring that all employees who are required to have a valid driver’s license and/or a commercial driver’s license have the same and such employees are eligible to be insured under the City’s policies.

A disqualification means any of the following:

- 1) Any withdrawal of a person’s privileges to operate a motor vehicle and/or a commercial motor vehicle;
- 2) A determination by the Federal Motor Carrier Safety Administration that a person is not qualified to operate a commercial motor vehicle under CFR 391;
- 3) The suspension, revocation, or cancellation of a person’s privileges to operate a commercial motor vehicle ; or
- 4) The City cannot insure the employee under their current plan.

If the City considers changing the current liability insurance plan and such plan requires “Driving Guidelines,” the parties to the CBA agree to meet in Labor Management to discuss the issues involved.

**ARTICLE 34**  
**PEOPLE CHECK-OFF**

**Section 34.1.** The Employer shall deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organization 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.

**Section 34.2.** The contribution amount shall be certified to the Employer by the Union by transmission of a copy of the authorization card. Monies deducted shall be remitted to the Union monthly. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65334, Washington, D.C. 20035. The payment shall be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

**Section 34.3.** An employee shall have the right to revoke such authorization by giving written notice to the Employer and Union at any time.

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

All PEOPLE contributions shall be made as a deduction separate from dues deductions and fair share fee deductions.

**ARTICLE 35**  
**MEDICAL EXAMINATIONS**

**Section 35.1. Examinations – General.** The employer may require an employee to submit to a medical examination, by a physician chosen by the City, in order to determine an employee's ability to perform the essential functions of their position. Examinations shall be required when ordered by the Employer and shall only be based upon reasonable cause.

**Section 35.2. Examination and Appeals.** The Employer will pay for the cost of such an examination required by the Employer. The employee may also submit/request a second opinion by a physician of the employee's choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by mutual agreement of the Employer and the employee. If mutual agreement cannot be reached in a timely manner, then the physicians for the City and the employee will together choose a third physician for the third examination and opinion.

**Section 35.3. Leave While Exam Pending.** If the Employer requires an examination, the employee may be placed on administrative leave with pay. In lieu of administrative leave, the Employer may temporarily place an employee, who is subject to such examination, in alternative

duty. A failure to attend a scheduled examination as ordered by the Employer may be deemed insubordination and subject the employee to the disciplinary provisions of this Agreement.

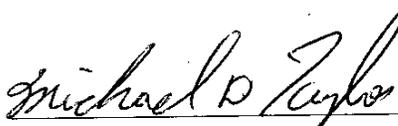
**Section 35.4. Uses of Leave.** If after examination as per the procedure in Section .2, an employee is found to be unable to perform the material and substantial duties of their position, then the employee may request to utilize appropriate accumulated, unused leave and other leave benefits. The Employer will also initiate/assist with application for Disability separation if applicable.

**SIGNATURE PAGE**

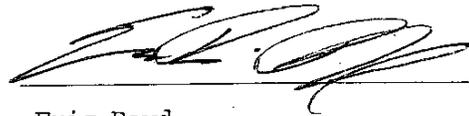
This Agreement is signed and entered into on this 1<sup>st</sup> of July 2012, and is hereby in full force and effect until December 31, 2012.

FOR THE CITY OF PICKERINGTON

FOR AFSCME, AFL-CIO



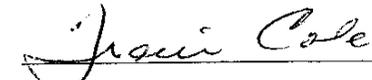
Michael D. Taylor, Interim City Manager



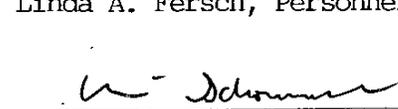
Eric Boyd



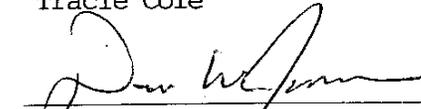
Linda A. Fersch, Personnel Director



Tracie Cole



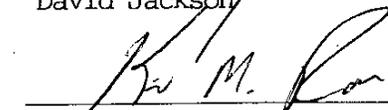
Chris Schornack, Finance Director



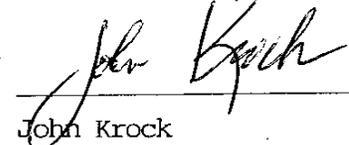
David Jackson



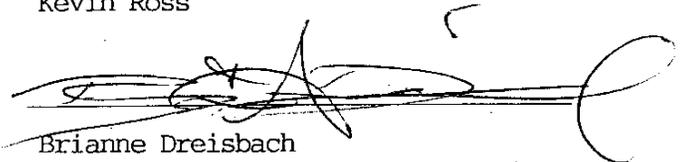
Edward Drobnia, Service Manager



Kevin Ross



John Krock



Brianne Dreisbach



Carolyn Sharp