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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

CITY OF HAMILTON, OHIO

and

*AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8
AFL-CIO*

LOCAL 3785

(Public Safety Communications)



Effective August 1, 2010 through July 31, 2013

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BETWEEN
THE CITY OF HAMILTON, OHIO
AND
LOCAL 3785
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TABLE OF CONTENTS

Arbitration	Article VIII.....	10
Attendance Incentive	Article XXII.	36
Chain of Command.....	Article IV.....	3
Clothing	Article XXV, Section 2.	39
Contract Supremacy.....	Article XXVIII.....	44
Court and Jury Duty.....	Article XVIII.	32
Definitions.....	Article XXVI.....	42
Discipline and Responsibility	Article IX.....	11
Drug Screening	Article XXV, Section 7	41
Dues/Fair Share	Article V.....	4
Duration.....	Article XXXII.....	49
Employee Responsibility	Article IX, Section 4.....	13
Expungement	Article IX, Section 2.....	13
Fitness Incentive.....	Article XXV, Section 8	42
Grievance Procedures.....	Article VIII.....	8
Group Life Insurance	Article XX.	34
Health Insurance	Article XIX.	33
Holidays.....	Article XV.	28
Hours and Shifts.....	Article XIII.....	24
Identification Badges	Article XXV, Section 4.	40
Injury Leave.....	Article XI.....	19
Injury Report.....	Article XI, K	21
Job Posting.....	Article XXIII.	37
Labor/Management Meetings.....	Article XVII.	31
Layoff & Recall	Article XXVII.....	43
Leave, Other.....	Article X, Section 6	19
Lunch, Break	Article XIII, Section 2.....	26
Longevity	Article XXI.	35
Management Rights	Article III.	2

Miscellaneous.....	Article XXV.....	39
No Discrimination	Article II.....	1
Other Leaves.....	Article XII.....	21
P.E.O.P.L.E. Checkoff.....	Article XXX.....	47
Performance Evaluations	Article XXV, Section 5.	40
Printing of Contracts.....	Article XXV, Section 1.	39
Probation and Seniority	Article VI.....	5
Recognition	Article I.....	1
Safety	Article XXIV.....	38
Seniority	Article VI, Section 2.....	5
Shift Differential	Article XIII, Section 4.....	26
Shift Preference.....	Article XIII, Section 3.....	26
Sick Leave and Disability Separation	Article X.....	14
Trades	Article XIV.....	27
Training	Article XXV, Section 3.....	39
Union Activity, Visitation, and Bulletin Boards	Article VII.....	6
Union Leave	Article XII, Section 2.....	22
Vacations.....	Article XVI.....	29
Wages	Article XXIX.....	45

This Agreement, by and between the City of Hamilton! Ohio (the "Municipality" or "Employer"), and Ohio Council 8, American Federation of State, County and Municipal Employees, Ohio Council 8 Local #3785 AFL-CIO, hereinafter referred to as (the "Union").

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Hamilton and to set forth herein their agreement covering wages, hours, and conditions of employment; and

WHEREAS, the parties desire to achieve and maintain a satisfactory and stable labor-management relationship, and to provide for the peaceful and equitable adjustment of differences which may arise;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I.

RECOGNITION

A. The City recognizes the Union, American Federation of State, County and Municipal Employees, Ohio Council #8 AFL-CIO and Local #3785, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining representative for all Public Safety Communications Operators in all matters of wages, hours of work, benefits and other conditions of employment.

B. Exclusions: All management level employees, professional employees, confidential employees and supervisors as defined in the act and all other employees.

ARTICLE II.

NO DISCRIMINATION

A. The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, genetic information, military status, union membership or activity, or ancestry.

B. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by any Employee. The Union agrees not to intimidate or coerce employees of the Employer into joining the Union or continuing their membership therein. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union, provided that such activity does not otherwise violate this Agreement or applicable law.

ARTICLE III.

MANAGEMENT RIGHTS

A. Except as otherwise specifically provided in this Agreement, the Employer hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer, the City Manager or the Chief of the appropriate Safety Division, by the laws and the Constitution of the State of Ohio including but not limited to their exclusive right and responsibility:

- 1) to 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 services, its overall budget, utilization of technology, subcontracting and organizational structure;
- 2) to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, or reprimand for just cause, layoff, transfer, promote, or retain employees;
- 3) to maintain and improve the efficiency and effectiveness of the Employer's operations;
- 4) to determine the overall methods, process, means, or personnel, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- 5) to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce reasonable work rules, regulations, standard operating policies, and procedures;
- 6) to determine the overall mission of the Employer as a unit of government including the individuals served by the Employer and the services provided;
- 7) to effectively manage the work force;
- 8) to determine the hours of work and work schedules except as modified by this contract;
- 9) to determine the duties to be assigned to all job classifications;
- 10) to take actions to carry out the mission of the Employer as a governmental unit.

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

C. The management rights set forth above shall not be subject to impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further, the Employer may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union, except wages, hours, terms and conditions of employment which are contained in this contract.

ARTICLE IV.

CHAIN OF COMMAND

It is acknowledged and affirmed that the Communications Center is a joint public safety facility. As such, it is recognized that an appropriate command-level officer, from Police or Fire or Public Safety has the authority and right to:

- 1) Issue immediate directions or instructions to any communications operator in any immediate or emergency response situation and that such instructions will carry the weight of a direct order;
[Any employee, following an immediate or emergency order which appears to be in conflict with standards or directives, shall notify the ordering officer of the apparent conflict. If the order is then reiterated, the employee shall follow that most immediate order and may not then be subject to any disciplinary action involving that incident. The employee's Public Safety Supervisor shall be notified, in writing, as soon as is practical following the incident.]
- 2) Investigate and obtain information regarding the communications center, its staff, records or actions. The request to initiate such request shall be directed through the Public Safety Communications Supervisor who shall promptly arrange the necessary access and review as needed; and to
- 3) Participate in, and effectively recommend, any change in any procedure, rule, or personnel action involving their function. Any such request for participation shall be directed through the employee's Public Safety Communications Supervisor.

ARTICLE V.

DUES/FAIR SHARE

SECTION 1. UNION DUES CHECKOFF

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the employer, in writing, of the amounts to be deducted at least two weeks prior to any change. The Union shall designate, in writing, the address where the checked off monies shall be remitted.

The payroll deduction shall be made by the employer bi-weekly. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the employer will make no deductions. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within five (5) to fifteen (15) days of their deduction. Each remittance shall be accompanied by the following lists: 1) For employees for which deductions were made, the name, address and social security number of the employee, and the amount deducted; 2) the name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission will be provided to the union once it can be accomplished by the mainframe computer. Until that date, the Union President will be sent a copy of the list and inquiries will be made by phone from Ohio Council 8 to the Finance Department and will be answered.

SECTION 2. CHECKOFF-HOLD HARMLESS

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract, and unless so noted in writing, any such amount shall be deemed correct within 30 days of receipt.

SECTION 3. FAIR SHARE FEE

All Bargaining Unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

All Bargaining Unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement whichever is later as a condition of employment.

The fair share fee amount shall be certified to the employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The employer shall provide the Union with an alphabetical list of the name, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

ARTICLE VI.

PROBATION AND SENIORITY

SECTION 1. PROBATIONARY EMPLOYEES

New full time Employees shall be considered probationary for a period not to exceed three hundred sixty five (365) calendar days as set forth and defined in the rules, regulations, policies, and procedures of the Employer. Part-time permanent employees shall serve a probationary period of 2,080 work hours. If an employee changes work time status within a probationary period, time spent in each status shall be combined and shall be deemed as completed when the employee has completed 2,080 work hours. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work. Part-time employees accrue one (1) year of seniority upon completing 2,080 scheduled work hours.

During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement nor shall such Employee have the right to appeal such disciplinary action, including discharge, to the Hamilton Civil Service Commission or to a Court of Law.

SECTION 2. SENIORITY FOR EMPLOYEES

A. "Total seniority" shall be defined as the uninterrupted length of continuous service with the City of Hamilton. An authorized leave of absence does not constitute a break in continuous service, provided the employee returns to active service immediately following the expiration of the leave.

"Classification seniority": classification seniority shall mean length of service in present classification.

"Department seniority": department seniority shall mean length of service in the department.

B. No employee shall acquire seniority right under this contract until he has completed his probation period. Upon satisfactory completion of the probation, the employee shall receive seniority from permanent date of most recent hire.

If an employee is laid off, he shall retain his seniority for twenty-four (24) months from the time of his actual layoff.

Seniority shall be broken when an employee:

- 1) Resigns unless reinstated within one year;
- 2) Is discharged for just cause;
- 3) Is laid off and not recalled within twenty-four (24) months.

C. The employer shall provide the designated Union Representative with one (1) copy of a seniority list which shall contain the following information:

- 1) Name of the Bargaining Unit members.
- 2) Department number.
- 3) Classification Code.
- 4) Date of hire.
- 5) Date of classification entry.

The employer shall provide the list to the designated Union Representative no later than February 15th of each year. An employee shall have thirty (30) days to check the list and to question, in writing, any date; after that, the list shall be deemed correct and any acknowledged mistakes found in the list shall be corrected.

ARTICLE VII.

UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

1. Upon reasonable notification to a Management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired.

2. The Employer shall provide one bulletin board in or near the Communications Center at the Municipal Building. This bulletin board shall be used for the purpose of posting proper Union notices such as union recreational and social affairs; union meetings; union appointments, notice of nominations and elections; and results of elections. The Employer may remove any notice posted which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public office.

3. The Union agrees to provide the Employer (Labor Relations Officer) with:

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

(b) The names, addresses, and positions held of the local president, vice president(s), secretary, and treasurer and steward. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

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

(a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees unless authorized by this Agreement, or with the express, prior approval of management. The Union further agrees not to conduct Union business in the working area, including investigation and processing of grievances, except to the extent authorized by the Agreement or with the express, prior approval of management.

(b) The Union employee, official or steward shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor. No steward will be unreasonably denied the right to carry out his steward responsibilities when requested.

5. Committee members and stewards whose attendance is reasonably required at meetings with management, scheduled by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift. With mutual agreement of the union, these meetings shall be held during regular City Building office hours, Monday through Friday, except holidays.

6. During contract negotiations, employees serving on the union negotiating committee shall be paid for time spent in negotiations with employer representatives not to exceed eight hours pay, unless mutually agreed to by the representatives, during regular scheduled work hours of such employees. Release time from work for negotiations shall be for a period of one (1) hour before and one (1) hour after the scheduled meeting. The Union's Committee shall number no more than three (3) department employees (no more than one from a work unit, unless the employee has someone to trade shifts. It is the employee's responsibility to secure this trade and inform the supervisor.) The employer's committee shall be established by the employer.

Trades shall be considered as being purely between the individuals involved and the City shall not incur any liability under FLSA for the individuals involved or for recovery of time not paid back.

ARTICLE VIII.

GRIEVANCE PROCEDURES

The following language on grievance procedures is the sole source of rights and obligation of the parties to this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code, and/or the rules of the Hamilton Civil Service Commission in relation to the grievance and disciplinary procedure.

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the Ohio Revised Code, the Rules of the Hamilton Civil Service Commission or any other local statutes, ordinances or rules regarding any and all matters subject to the Grievance and Disciplinary Procedures of this contract or otherwise made subject to this Agreement.

2. All grievances must be in writing and must contain the following information to be considered:

- (a) the grievant's name and signature;
- (b) the grievant's classification;
- (c) the name of the supervisor;
- (d) as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;
- (e) the specific provisions of the Agreement alleged to have been violated; and
- (f) the remedy sought to resolve the grievance.

Grievances shall be processed and disposed of in the following manner:

INFORMAL STEP: An employee who has a grievance shall discuss it orally with his supervisor (and his steward, if requested) within eight (8) calendar days of the date of the incident precipitating the grievance. The Supervisor will attempt to adjust the grievance and shall give his answer to the employee and his steward (if the steward was present during the informal meeting) within three (3) workdays (of the supervisor) after the meeting.

STEP 1. If the employee's grievance is not satisfactorily resolved at the informal verbal step, the Union may, within ten (10) calendar days of the Supervisor's response, appeal the grievance to the Communications Manager.

The grievance shall be reduced to writing on a union grievance form setting forth the details of the grievance (i.e., the facts upon which it is based, and the relief or remedy requested), be dated and signed by the employee and his steward. The Communications Manager shall, if needed or requested, meet with the employee, the employee's steward, and any other person familiar with the issue(s) within ten (10) calendar days after receipt of the written grievance. An answer in writing shall be provided to the employee and the steward within ten (10) calendar days after the Step 1 meeting (if one is held) or of the date of the grievance receipt. The written response shall indicate if the issue is A) a Fire Department matter; or, B) if it is not.

STEP 2. If the employee's grievance is not satisfactorily settled at Step 1, the Union may, within ten (10) calendar days after receipt of the Step 1 answer, appeal the grievance to the Chief of the appropriate safety unit. Grievances involving Fire issues. (A) shall go to the Fire Chief; all other grievances shall go to the Police Chief. Prior to the final adoption of a grievance response, the other Chief shall review the management's response as it impacts on their dispatch procedure. The Chief may, if he deems it necessary, meet with the employee, Steward or President and Union Staff Representative within ten (10) calendar days after receipt of the written appeal in an attempt to adjust the grievance.

If a meeting is held, the answer, in writing, shall be sent to the employee, Steward or President (whichever attends) and the Union Staff Representative within ten (10) calendar days after the Step 2 meeting; if no meeting was required, the ten (10) day response period shall begin with receipt of the Step 2 request.

STEP 3. If the employee's grievance is not satisfactorily settled at Step 2, the Union may, within ten (10) calendar days after receipt of the Step 2 answer, appeal the grievance to the City Manager. The City Manager (or his designee) shall meet with the employee, the Union President and the Union Staff Representative within eight (8) calendar days after receipt of the written appeal (or may request a 30 day extension in writing within this period) in an attempt to adjust the grievance, and shall render an answer in writing to the employee, the Local Union President and Staff Representative within ten (10) calendar days after the Step 3 meeting.

STEP 4 If the grievance is not satisfactorily settled at Step 3, within ten (10) days of the Step 3 answer, by mutual agreement, the parties may submit the grievance to mediation. If a decision to mediate is made by the parties, either the Union or the Employer will contact the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) to obtain a mediator to hear the dispute. The City, the employee, the Local Union President and the Union Staff Representative will meet in an attempt to resolve the matter.

STEP 5. If the grievance is not satisfactorily settled at Step 4, the Union may, within fifteen (15) calendar days from the Step 4 mediation or from the date the decision is made not to mediate, submit the matter to arbitration.

GUIDELINES FOR PROCESSING:

- A) The aggrieved employee, his steward, the Local Union President, and any necessary witnesses shall not lose any regular straight-time pay for time off regularly scheduled work while attending grievance and arbitration proceedings.
- B) Any time limit may be extended upon request of either party; any time limit may be extended, by mutual agreement, for any designated period. All extensions shall be in writing.
- C) A failure of original probation is not subject to the Grievance procedure. A grievance involving discharge, reduction or suspension for disciplinary reasons shall be initiated at the Step 3 level. The City Manager (or his designee) has the authority to sustain to overturn or modify and adjust grievances and disciplinary action at this Step 3 level.
- D) A policy grievance, affecting a number of employees, may be inserted at the Step 2 level.
- E) Any grievance not answered by the employer, within the time limits (including any agreed-upon extensions) shall automatically advance to the next step. Any grievance not appealed to the next step (including any agreed-upon extensions) shall be deemed to be permanently withdrawn.
- F) If a grievance on a pay step denial is granted, adjustment will be made to the date the pay step should have gone into effect.

ARBITRATION. The parties have agreed upon a permanent panel of five (5) arbitrators and will utilize the panel in the following manner: the arbitrators shall be listed in alphabetical order and shall be appointed as needed in the order of placement on the permanent panel list. Once the parties have utilized all members of the panel, selection will begin again from the top of the permanent panel list. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. (If a grievance is withdrawn from arbitration by the union, the employee, or the employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the employer and the Union.) Furthermore, the aggrieved employee, his steward, the Local Union President, and any scheduled necessary witnesses shall not lose any regular

straight-time pay for time off scheduled work while attending an arbitration proceeding. In the event of a grievance going to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties.)

All decisions of arbitrators consistent with the preceding paragraph and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer and the Union and the Employees.

The employer retains the right to establish policies, procedures or rules and regulations not inconsistent with this contract. All such matters which are enacted or modified in the future will be given to the Regional Director at least ten (10) days in advance of their effective date. During this ten day period, the Union may request to meet and confer with the Employer regarding the new or modified work rules or policies.

This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the Employer's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation attributable to the period, from whatever sources.

ARTICLE IX.

DISCIPLINE AND RESPONSIBILITY

SECTION 1. DISCIPLINARY PROCEDURE

A. The Union recognizes the right of the employer to take disciplinary action against employees for just cause. Penalties for disciplinary action may include: oral and written counseling, written reprimands, suspension, reduction of pay to the next lower step within the pay range, demotion or dismissal. Employees will receive notice of all disciplinary action.

B. In case of dismissal, the employee is entitled to prompt payment of all earned wages and all earned vacation pay, which will be prorated from his anniversary date.

C. Charges which may lead to an administrative hearing because they may deprive the employee of a property right must be brought against an employee for an alleged infraction within fifteen (15) working days of the point when the employer became aware of the facts. In the event that the discipline is occasioned due to an accumulation of lesser events, the charges shall be brought within fifteen (15) working days of the most recent incident.

In the event the release of information, including the employee name, may impede an internal affairs investigation, the fifteen (15) working day period for bringing charges as detailed above will be extended to up to forty-five (45) working days, after which time charges must be brought against an employee.

When a written request is made, within the fifteen (15) or forty-five (45) day period whichever may apply, an automatic extension of up to twenty-five (25) working days shall be granted. If more time is needed, one (1) additional extension of up to ten (10) working days may be granted by the union upon written request and showing of good cause. Such requests for extensions will be made to the Council 8 Staff Representative and need not identify the specific employee or employees against whom charges may be brought.

D. Where there are charges against the employee, the employer shall go first. The employee and employer or his representatives shall have the right to question witnesses and the accuser, if testifying, the right to call and examine witnesses; and upon the written consent of the employee, the right to have copies of all records presented made available.

E. A hearing on any charges against an employee must be conducted within fourteen (14) calendar days of the charge notice. The hearing officer shall render a decision within fourteen (14) calendar days following the hearing. The hearing officer may be the Chief of Police or the Chief of Fire. The time limits may be extended by mutual agreement of the parties. Discipline given to an employee may only be given by either the Police or Fire Chief, not both.

F. All disciplinary actions involving loss of pay are subject to appeal through the grievance and arbitration procedure. Should an employee or the Union decide to file a grievance over disciplinary action taken, the grievances involving discipline shall be initiated at Step 3 of the Grievance Procedure within ten (10) calendar days of the personal delivery or certified mailing of the notice of disciplinary action. Copies of all disciplinary action shall be forwarded to the Union President and Ohio Council 8. Employees may appeal written reprimands only through Step 2 of the grievance procedure.

G. Employees called as witnesses shall not lose any wages as a result of attendance at disciplinary hearings during their regular scheduled hours of work.

SECTION 2. EXPUNGEMENT

A. For the sole purpose of discipline, grievance and arbitration procedures, oral or written counseling letters or written reprimands shall cease to have force and effect after 12 months, provided the employee incurs no additional discipline of any kind during the time frame listed.

B. For the sole purpose of discipline, grievance and arbitration procedures, suspensions or reductions in pay as discipline shall cease to have force and effect after 24 months provided the employee incurs no additional discipline of any kind during the time frame listed.

SECTION 3. COMPUTER RECORDS

In the event of any pending disciplinary action, the affected employee shall have the right to request, in writing, with a copy to the Public Safety Communications Supervisor of the Communications Officer, the opportunity to produce printed copies of any relevant data entered in the departmental computer for use in the investigation. The employee may also produce printed copies of any E-mail or Notepads entered by the employee, and any responses received as a result of those sent by the employee.

SECTION 4. EMPLOYEE RESPONSIBILITY

A. Absence Notification. When an Employee is unable to report for duty as scheduled, he shall notify the on-duty supervisor of such absence as far in advance as possible, but not later than one (1) hour prior to the reporting time each day unless such notice is impossible due to unavoidable circumstances or unless there has been prior notice that the illness/injury is of an extended nature. On extended illness, the employee must phone to verify his/her return to work on the day prior to return, or, as necessary, to request an extension of leave. At the time of this report the Employee shall state the reason for the absence and, upon next reporting the Employee shall complete an absence report reflecting the circumstance(s) and reason(s) for the failure to report. Falsification of the reason or reasons for the absence, whether or not covered by paid or unpaid leave, is grounds for disciplinary action.

B. Employee Responsibility. Employees are responsible for maintaining their work stations in a clean and orderly fashion and shall be responsible for and regularly maintain all equipment assigned to them to ensure its proper operation and safety. Due to the nature of this work, an employee may be asked to cut short his/her break or lunch period when an emergency communication problem occurs. Time lost due to such occurrences shall be provided at the next possible instance. The employer, the employee and the union are equally committed to the understanding that this operation is an emergency safety operation and that each employee's first responsibility shall be for the safety of the community.

C. Alcoholic Beverages and Illegal Drugs. No Employee shall possess or consume while on duty or report to work under the influence of any alcoholic beverage, non-prescription controlled substance, illegal or dangerous drugs. Such action shall constitute grounds for immediate discharge.

ARTICLE X.

SICK LEAVE AND DISABILITY SEPARATION

SECTION 1. SICK LEAVE

Full time employees shall earn one and one-quarter (1.25) days or ten (10) hours of sick leave for each month of active service. Part-time permanent employees shall earn six (6) hours of sick leave for each month of active service. Sick leave shall accumulate to a maximum of two hundred and fifty-five (255) days or two thousand and forty (2,040) hours, with the following stipulations and conditions.

A. Doctor's Excuse. An Employee is required to have a doctor's excuse for the use of three or more consecutive sick leave days and may be required to provide a doctor's excuse for less than three sick leave days if deemed necessary by the Employer.

B. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- 1) Illness or injury of the employee.
- 2) Thirty-two (32) hours of sick leave per calendar year may be used for illness or injury of a member of the employee's immediate family, wherein the employee's presence is required. Up to eight (8) hours of the thirty-two (32) hour annual allowance may be taken in one (1) hour increments. A physician's statement may be required for an absence for family illness requiring two (2) or more consecutive days of absence.

In the event an employee should require additional time in excess of the allowance established or for reasons other than those noted above, such additional time may be charged against vacation credit with the approval of the employee's supervisor.

- 3) Medical, dental or optical examination or treatment of employee or a member of his immediate family.

Medical, dental and optical appointments for examination or treatment are to be scheduled so as not to conflict with normal duty

hours. In the event such arrangements cannot be made, an employee may qualify for use of sick leave credit not to exceed four (4) hours upon request and approval when such appointment is within Butler County or an immediately contiguous area. When the employee must travel beyond this area, the sick leave accumulation may be charged with up to eight (8) hours for this purpose. All such requests for leave for medical appointment must be approved by a supervisor in advance.

The employee is to notify his/her supervisor in advance of the date and time of appointments occurring during duty hours, if the employee has an appointment scheduled in advance.

- 4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, eight (8) hours sick leave may be used.
- 5) Work Related Injuries. An employee required to absent himself/herself from duty due to a work related injury may qualify for use of accumulated sick leave credit upon request and approval.

C. General. Upon the request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness or disability before a day of sick leave is paid. Falsification of any information with respect to any paid leave, including sick leave, shall be grounds for disciplinary action up to and including discharge.

Notice will be provided at or near the beginning of each calendar year of employee sick leave balances.

SECTION 2. EXTENDED BENEFITS

The City will supplement an Employee's regular sick leave by providing compensation equal to one-half his daily sick leave rate for the number of days corresponding to his sick leave accumulation existing at the time a disabling injury or illness caused his continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- 1) The Employee must have fully utilized his regular sick leave accumulation.
- 2) Sick leave accumulation must equal a minimum of thirty (30) days (240 hours) at the point when the Employee's continued absence began.
- 3) Eligibility for extended benefits will require a physician's certification.

- 4) Moneys for extended sick leave benefits would not be payable upon retirement, death in service, or work-related fatality.
- 5) In instances of work-related injuries, extended sick leave benefits would not be applied when the Employee is eligible for or is receiving injury leave or weekly benefits under Workers' Compensation.

SECTION 3. MEDICAL EXAMINATIONS

An Employee claiming the right to receive, or who is receiving sick leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer for the purpose of determining any questions regarding eligibility for and the duration of sick leave, and/or the Employee's ability to perform less strenuous work on a part or full time basis. The Employer shall pay the full cost of the medical examination requested by the Employer; Employee initiated requests shall be paid by Employee.

Notwithstanding any other provisions of this Agreement, an Employee on sick leave who is unable to perform his/her regularly assigned duties may, at the discretion of the Employer, be assigned other duties not requiring great physical exertion in lieu of sick leave compensation, provided such work is available and the Employer's physician releases the Employee to return to work under such conditions.

SECTION 4. DISABILITY SEPARATION

A. Upon exhaustion of accrued sick leave, the Employee will be required to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, medical leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave or extended benefits.

B. If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

C. An employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

Where the Employee physician and Employer physician disagree, the Employee will be examined by a third physician who is a specialist in the appropriate medical area. The Employer shall pay the cost of this examination.

D. In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series, the Employee may at his/her option displace an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article XXVII, herein.

SECTION 5. RETIREMENT/SICK LEAVE CONVERSION.

A. Any permanent, full-time City employee who is covered by the collective bargaining agreement, who commenced his or her employment with the City on or after November 7, 1994 and who retires or is retired:

- 1) At the age of sixty years or over, or
- 2) After twenty years of continuous service with the City, or
- 3) Because of permanent disability, and
- 4) Is eligible at the time of his or her separation from employment to receive retirement benefits from the Public Employees Retirement System of Ohio or other State retirement program or City retirement program, and
- 5) Who has accumulated sick leave to his or her credit, shall be paid at the time of retirement for twenty five percent (25%) of the employee's accumulated sick leave at his or her permanent classification salary or hourly rate.

B. Any permanent, full-time City employee who is covered by the collective bargaining agreement, who commenced his or her employment with the City on or after January 1, 1992 and who retires or is retired:

- 1) At the age of sixty years or over, or
- 2) After twenty years of continuous service with the City, or
- 3) Because of permanent disability, and
- 4) Is eligible at the time of his or her separation from employment to receive retirement benefits from the Public Employees Retirement

System of Ohio or other State retirement program or City retirement program, and

- 5) Who has accumulated sick leave to his or her credit, shall be paid at the time of retirement for fifty percent (50%) of the employee's accumulated sick leave at his or her permanent classification salary or hourly rate.

C. Any permanent, full-time City employee who is covered by the collective bargaining agreement, who commenced his or her employment with the City prior to January 1, 1992 and who retires or is retired:

- 1) At the age of sixty years or over, or
- 2) After twenty years of continuous service with the City, or
- 3) Because of permanent disability, and
- 4) Is eligible at the time of his or her separation from employment to receive retirement benefits from the Public Employees Retirement System of Ohio or other State retirement program or City retirement program, and
- 5) Who has accumulated sick leave to his or her credit, shall be paid at the time of retirement for seventy-five percent (75%) of the employee's accumulated sick leave at his or her permanent classification salary or hourly rate.

D. Payments authorized under section (1) or (2) above shall be limited to a maximum sick leave accumulation of 1,200 hours for employees whose normal work schedule is forty (40) hours per week.

E. Employees whose separation from the City's service is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave.

F. Any permanent, full-time City employee retiring with the Public Employees Retirement System credit from another jurisdiction shall be paid only for sick leave accumulated while in the service of the City of Hamilton, unless such employee has over ten years of continuous service with the City.

In the event of the death of an Employee covered by this Agreement for causes not related to the Employee's job, a payment in same proportions as would have been payable upon retirement of the employee of the value of accumulated sick leave shall be made to the surviving spouse, heir(s) at law or estate. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An Employee who dies as a direct result of his employment with the City to the extent that his family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the Employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

SECTION 6. OTHER LEAVES

A. Authorization for Leave

The authorization for a leave of absence without pay is a matter of administrative discretion. The City Manager or other designated representative shall decide in each individual case if a leave of absence is to be granted.

A leave of absence shall be requested and authorized on a form designated by the Employer. No unpaid leave of absence shall exceed six (6) months.

B. Benefits While on Leave

Upon approval of an unpaid leave of absence, the Employer shall continue to pay its portion of health and life insurance premiums, but no such payment shall be made for any period beyond six (6) months. Seniority shall continue to accrue during a leave of absence. No employee may earn credit toward earned benefits including sick leave, holiday leave, longevity, vacation, merit increase or any pro-rated benefit unless the employee actually works in a month.

C. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on an interim basis. Failure to return from a leave of absence shall result in dismissal.

ARTICLE XI.

INJURY LEAVE

A. An employee who suffers an on-the-job injury from original and an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and who is off work due to said injury for a continuous period of ten (10) calendar days, will be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers'

Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury. After the employee has been off work for a period of ten (10) continuous days, the employee shall receive his or her regular pay retroactive to the sixth (6th) workday of the period of continuous absence. Five (5) workdays of this period shall be charged against the employee's sick leave balance, and the remaining workdays for which injury leave is due shall be recredited to the employee's sick leave account. The employer shall have subrogation rights with regard to any amount paid in injury leave where the employee injury is the result of the actions of a third party.

Compensation for a permanent part-time employee during any period of Injury Leave shall be based upon a work week of twenty four (24) hours.

B. In order to receive Injury Leave, the employee shall submit, properly signed statement from his/her physician which states: diagnosis, date of treatment(s), causal nature of the condition, nature of disability and prognosis with expected date of return. Periodic statements at intervals of not more than six (6) weeks shall be provided during the course of disability.

C. The employer shall have the right to withhold any leave payment until it has received proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for disciplinary action up to and including discharge.

D. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the employer, from time to time, to submit to a medical examination by a physician selected by the employer for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

E. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his/her regularly assigned duties may, at the discretion of the employer, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the employer's physician releases the employee to return to work under such conditions.

F. If still unable to return to work, following any use of ILWP, the employee shall then fully utilize any Sick Leave in the employee's balance. He/she shall then use other accrued time (such as vacation, holiday, etc.) prior to requesting an Unpaid Leave of Absence for Medical Reasons.

G. No ILWP shall be payable for any absence when the initial medical treatment was not sought within 7 days of injury. Each and every use of ILWP shall require the 'waiting period' specified in paragraph A and no payment

whatsoever may be made for any date more than 120 calendar days from the date of original injury.

H. The City will continue to pay its portion of any premium payments on medical, surgical and life insurance benefits during any period of paid leave(s). The Municipality will pay its portion of any premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the employee's accumulated leave time.

I. Seniority shall continue to accrue during any period of approved leave. However, timing of merit step adjustments or of probationary periods shall not continue during any period when the employee is off for more than 30 consecutive days.

J. An employee on ILWP will be eligible for routine negotiated wage increases which otherwise are effective while the employee is on ILWP.

K. Injury Report. In case of an on-the-job injury, a copy of the injury report will be forwarded to the Union President within thirty (30) days of the date the report is filed, when an employee has requested that by check-off on accident report.

ARTICLE XII.

OTHER LEAVES

SECTION 1. FUNERAL LEAVE

A. In the event of death in the immediate family, a permanent Employee shall qualify for funeral leave with pay for up to three (3) consecutive workdays (24 hours) for participation in funeral services or arrangements. For the purpose of this Article, immediate family is defined as: spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or step-parents of spouse, grandparents of spouse, son-in-law and daughter-in-law. In the event of a death of a relative of the employee, not in the "immediate family" as defined above, leave with pay of up to one (1) eight (8) hour workday may be taken for funeral purposes. In the event an Employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation or floating holiday credit, with the approval of supervision.

B. Funeral leave, with pay, is intended to protect the Employee against the loss of straight time wages and is only during a period of bereavement. Funeral leave with pay will not be granted for any period during which the Employee is already in a paid or unpaid leave of absence status. Funeral leave pay shall be provided to accommodate absence occurring only on days that the Employee would otherwise have been scheduled to work and at the Employee's class rate.

C. Funeral leave, as a result of the death of a member of the immediate family or otherwise, shall be taken within a seven (7) calendar day period of the date of the funeral. The Employee, as a condition of eligibility for funeral leave pay, shall submit proof of death and relationship, when requested. Eligibility is further conditioned upon the completion by the Employee of a certificate as to the purpose of leave usage. Leave requests meeting the conditions set forth in this action require the approval of supervision. Falsification of any such request shall be grounds for disciplinary action up to and including discharge.

D. Use of funeral leave will not be charged against accumulated sick leave balances.

E. Funeral leave provisions for permanent part-time employees shall apply provided that the participation in funeral or arrangements occurs on a day when the employee is scheduled to work.

SECTION 2. UNION LEAVE

Upon approval by the Employer, an employee may be granted leave with pay using vacation or holiday leave on the written request of the Union, to serve as a delegate to a Union Convention. The Union will receive approval for no more than a total of four (4) eight (8) hour days per year for this purpose, not cumulative. At the request of the Union, a leave of absence without pay of up to one (1) year shall be granted to any employee selected for Union Office, employed by the Union or required to attend a Union Convention or perform any function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. The Union shall reimburse the City dollar-for-dollar for all benefits provided during such leave.

Union leave provisions for permanent part-time employees shall apply provided that such participation occurs on a day when the employee is scheduled to work.

The Local will receive a maximum total of twenty-four (24) hours per year of paid leave time for AFSCME functions and/or educational programs. The Local President or his/her designee shall be eligible for any part of this block of twenty-four (24) hours. Such leave shall be subject to advance supervisory approval.

SECTION 3. MILITARY LEAVES

PHYSICAL EXAMINATIONS: An employee ordered for a pre-induction physical shall be given time with pay for this purpose by showing his order to his department head. Time taken for periodic physicals for reserve status training is not paid time.

SHORT TERM MILITARY LEAVE: Regular full-time employees who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service, on field training or active duty for periods not to exceed thirty (30) days per calendar year (not to exceed 176 hours in any calendar year) with no loss of pay. Such a leave must be granted by the department head after seeing orders from proper military authorities. Military training leave does not apply to short repetitive periods of military service.

In those instances where the gross military pay, excluding compensation for travel, food, lodging, as earned by the employee while on military duty is less than the pay he/she would have received as a City employee for the same period of time, the employee will be eligible to receive payment from the City equal to the difference between the gross military and civilian pay as shown in the Classification and Compensation Plan. Military gross pay will be computed from the first to the last calendar day inclusive of such active duty service. The gross pay adjustment will be made upon the employee's return to City employment with the submission of his/her military pay voucher to the Director of Finance and will be subject to deductions required by law or authorized by the employee.

LONG TERM MILITARY LEAVE: Pay Differential - A pay differential shall be paid for any officer or employee called to active duty for a period exceeding 31 days by an executive order or act of Congress. In such a situation, the public officer or employee will be entitled to a monthly amount equal to the lesser of: (1) the amount by which his monthly civilian wages or salary exceeds his military pay and allowances, or (2) \$500.

An employee who enters military service must show his supervisor his military orders for active duty. Such employees should keep their money in the retirement system if they expect to return. Any employee who has been employed by the City of Hamilton and enters military service as a draftee, or on first enlistment, is entitled by law to restoration of his job if he reports within ninety (90) days after separation with an honorable release from active duty, or release from hospitalization due to an in-service injury or illness continuing after release from active duty for a period of not more than one year.

REINSTATEMENT FOLLOWING MILITARY LEAVE: Reservist and National Guardsmen on active duty for initial training for three (3) to six (6) months have thirty-one (31) days after honorable release from training duty or discharge from hospitalization caused by training in which to apply for restoration. This restoration must be made within thirty (30) days after the request is filed. An employee other than a former probationary employee shall be restored to his former title and to the salary step that he would have achieved. In any event, return to work shall be consistent with law.

An employee who enters military service during his probationary period shall be credited with days worked toward the completion of that probationary period.

However, upon return from military service, he must complete the probationary period. He shall be restored to his former title, and his salary shall reflect all salary adjustments to his former rate granted during military leave. Upon completion of the probationary period, he will then be advanced to the salary step that he would have achieved consistent with law.

ARTICLE XIII.

HOURS AND SHIFTS

SECTION 1. HOURS OF WORK AND OVERTIME

A. Forty (40) hours shall constitute a regular workweek for all employees in the bargaining unit and eight (8) hours shall constitute a regular workday for full time employees. A part-time employee, however, may be scheduled for a shift consisting of twelve (12) hours without incurring any overtime pay. Unscheduled time, beyond a scheduled eight (8) hour tour shall be compensated at time and one half as shown at paragraph B below. Provided, however, that such designations do not constitute a guarantee of forty (40) hours of work per week or eight (8) hours of work per day.

The Employer shall set starting times and work schedules, which shall remain flexible based upon the needs of the Employer. In the event a proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

A tentative schedule shall be posted not less than seven (7) calendar days prior to the start of each month. The intent of this advance notice requirement is to enable an employee requesting individual holiday(s), vacation day(s), or comp time day(s) off for the next calendar month to receive a minimum of seven (7) calendar days notice as to whether the leave request is granted or denied.

B. Each employee who is required to work outside his normal workday or on his day off shall be entitled to overtime pay at the rate of one and one-half (1 ½) times his regular rate of pay for such hours worked. The regular rate of pay shall be calculated by dividing the base bi-weekly pay by eighty (80) hours and adding the Hourly Shift Differential. Trade days shall not incur overtime.

Call-in overtime is when an employee is recalled to work at a time disconnected with his/her normal work day, and is compensated at one and one-half (1 ½) times the employee's regular rate of pay for a minimum of four (4) hours at the time and one-half rate, or actual work hours at time and one-half rate if greater than four hours. Call-in shall not be applied when the work hours are contiguous with any regularly scheduled work period.

The parties agree that normal leave scheduling practices which occasion changes to the workweek schedule may be regulated so as to minimize or preclude the need for overtime. Time off in paid leave status shall be considered "hours worked" for overtime purposes for the forty (40) hour overtime standard.

C. Overtime Procedures. The responsibility for the determination of the need for overtime, the number of hours involved and the number of personnel required by classification and scheduling shall rest solely with the Employer.

In no event shall the overtime or premium pay provided under this policy be pyramided. Thus, if two or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

If an employee is scheduled to work overtime, but reports sick, his scheduled overtime is canceled and no sick pay or any other pay is given for this time.

No overtime shall be charged to the bargaining unit employee if no contact is made with said employee.

- 1) **SCHEDULED OVERTIME:** Scheduled overtime shall be that overtime when the need is known at least 48 hours prior to the start of the scheduled work time and when the work period is to be in full eight (8) hour shifts.

A list, initially established in order of seniority, shall be utilized. The topmost person on the list, who is not already scheduled to work, shall be offered the available overtime occurrence; that person must immediately agree to either work the shift offered or to refuse and their name shall then be placed at the bottom of the list. If refused, the next person on the list shall be similarly offered the time and so on in order.

When several overtime occurrences are known and offered at the same time, the top-most person on the list shall be given the choice of available occurrences. An employee's standing on an overtime list shall not be construed to create any obligation to change or re-offer any period of overtime once it has initially been offered.

- 2) **HOLD-OVER OVERTIME:** Hold-over time is defined as overtime, either immediately before or after a scheduled shift, which is anticipated to be of four (4) or fewer hours. Hold-over overtime shall be offered first to employees on the shift or who are scheduled to work on the shift. Hold-over overtime shall be equalized insofar as is practical among the individuals assigned to each shift.

D. Compensatory Time. Any dispatcher may accumulate up to sixty (60) hours of compensatory off. No dispatcher will be allowed to carry over more than sixty (60) hours of compensatory time into the next calendar year. Dispatchers must receive pay for all time above the maximum of sixty (60) hours.

Compensatory time may be used in eight (8) hour increments. Compensatory time cannot be used if its use would create an overtime situation or when less than four (4) dispatchers are scheduled. Compensatory time may be used in increments of less than eight (8) hours, upon supervisory approval, when four (4) dispatchers are known to be present.

SECTION 2. LUNCH AND BREAK PERIODS

A. Each Employee is entitled to a paid 30 minute lunch break which may be subject to interruption within the workday at a point near the middle of the work period.

B. Each Employee is entitled to two 15-minute breaks; one near the middle of the first half of the shift and one near the middle of the second half of the shift. These breaks are intended as a brief respite from the work pace and may be subject to interruption; they must be used as intended and may not be accumulated.

SECTION 3. SHIFT PREFERENCE

When a job opening occurs within an employee's classification on a shift other than the employee's current shift, (for the Communications Center) notice of such opening shall be posted for ten (10) calendar days. Any non-probationary employee working on another shift who is interested in the job opening shall submit his name for the shift preference.

The Chief retains the right to balance skills and abilities within a work group but will attempt to honor the request of the most senior employee who has asked for a change.

SECTION 4. SHIFT DIFFERENTIAL

A. Employees assigned to a shift ending between 6:00 p.m. and 2:00 a.m. shall receive a shift differential of forty-five cents (\$.45) per hour in addition to their regular rate of pay.

B. Employees assigned to a shift ending after 2:00 a.m. and before 10:00 a.m. shall receive a shift differential of fifty cents (\$.50) per hour in addition to their regular rate of pay.

C. Employees on rotating shifts: Shift differential shall be paid to any employee who actually works the shift regardless of whether scheduled or relieving another employee, except it shall not be paid for any time not actually worked.

D. The differential shall be paid, starting with the first day of such assignment.

ARTICLE XIV.

TRADES

Employees of the bargaining unit may be permitted to trade not more than ten (10) trade days in any calendar year provided that:

- 1) 72-hour notice, which may be waived by the Supervisor in cases of extreme urgency, and which is subject to the Supervisor's approval.
- 2) Traded days must be between bargaining unit members and each must be qualified to perform the work of the other;
- 3) Trade days may not be used when an employee has non-scheduled holidays or vacation which may be used.
- 4) Trades shall not be repaid with Sick Leave;
- 5) Any trade pay-back which must be rescheduled, shall be rescheduled at the discretion of supervision.
- 6) Trades shall be considered as being purely between the individuals involved and the City shall not incur any liability under FLSA for the individuals involved or for recovery of time not paid back.
- 7) Trade repayment dates shall be repaid within 60 days and the employee shall schedule the date of repayment within seven (7) calendar days from the day the trade is initiated.
- 8) With prior approval of the Communications Manager, individual employees will have the ability to request monthly trades.

A trade is charged to the person initiating the trade.

ARTICLE XV.

HOLIDAYS

A. The annual holiday leave with pay allowance shall be seventeen (17) days for full time employees. The following shall be recognized as guaranteed holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday immediately following Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- (6) Floating Holidays (includes employee's birthday)

Permanent part-time employees shall not receive the day off but shall receive compensation in lieu of time off. They shall be paid for sixty percent (60%) of the number of days provided to full time employees. Payment will be made at/near the end of November each year, or at the end of part-time status.

In the event that an employee goes from part-time to full-time status, proper compensation shall be prorated based upon the proportion of the year in each status.

B. Employees will be paid at a rate of double time (2 x) their regular hourly rate of pay for work actually performed on any shift for the following fixed holiday dates:

- New Year's Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

The full time employee will then be eligible to receive the time off at another time consistent with Section A above.

Except for the eight (8) premium holidays listed in Section B above, employees will be paid eight hours at their regular straight time hourly rate as

holiday pay for full day holidays when such days occur or are celebrated on regular workdays. Employees in a non-pay leave status shall not be eligible for holiday pay for any holidays while on leave of absence.

- 1) An Employee will be eligible for holiday pay provided he works or is in an approved and paid leave status on the last scheduled day prior to and the next scheduled workday except if the holiday is adjacent to or during a scheduled vacation or floating holiday.
- 2) An Employee on approved sick leave the day prior to or the day following the holiday may receive the appropriate benefits of holiday pay providing he produces valid evidence to justify his absence. The validity and kind of evidence required is at the sole discretion of the Employer. The significance of this provision is to give the Employer protection against the misuse of sick leave; the use of which could be more inviting to the Employee when a holiday situation is involved. The Union agrees to support the Employer in its effort to control the misuse of sick leave in any case.

C. Personnel shall observe the "day observed" when it differs from the calendar day of the holiday.

D. For holidays having fixed calendar dates, leave eligibility is conditioned upon the Employee being in a pay status on the actual date of the holiday; e.g. Independence Day, Christmas Day.

E. "Floating" holidays may be requested during the calendar year based upon the interests of the Employee, the work unit's scheduling practices and manpower needs.

F. Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, his holiday will be considered as earned leave in that year providing the Employee is in a pay status on the actual birth date.

G. The floating holidays shall be considered as earned leave upon completion of three (3) months' service in a pay status during a calendar year. Holiday leave taken but not earned shall be subject to recovery.

ARTICLE XVI.

VACATIONS

A. Full time employees subject to provisions of this Agreement shall receive vacation leave with pay as follows:

Permanent part-time employees shall not receive vacation days off but shall receive compensation in lieu of time off. They shall be paid for sixty percent (60%) of the number of days provided to full time employees but shall use the same time increments as shown. Payment will be made at/near the end of November each year, or at the end of part-time status.

<u>Years of Continuous Service</u>	<u>Vacation Leave Allowance</u>
Less than one (1) year	None
One (1) year but less than seven (7)	10 workdays
Seven (7) years but less than sixteen (16)	15 workdays
Sixteen (16) years	20 workdays
Seventeen (17) years	21 workdays
Eighteen (18) years	22 workdays
Nineteen (19) years	23 workdays
Twenty (20) years	24 workdays
Twenty-One (21) years	25 workdays
Twenty-Two (22) years	26 workdays
Twenty-Three (23) years	27 workdays
Twenty-Four (24) years	28 workdays
Twenty-Five (25) years	29 workdays
Twenty-Six (26) years or over	30 workdays

B. Employees shall submit their choice of vacation and floating holiday dates for the calendar year January 1 to December 31 to their Supervisor in the following manner:

- 1) The full time employee with the most Division seniority will receive the calendar for selection no earlier than December 1 of the previous year nor later than January 1 of the new year. Each employee shall have seven (7) calendar days to make his/her selection. After each employees dates have been checked and posted, the next senior employee will have seven (7) calendar days from receipt of the calendar in which to submit his/her selections. Following division seniority, employees will continue to select dates.

A permanent part-time employee may block out a period of fourteen (14) days when he/she will be unavailable. Such times will be limited to days when no more than one (1) permanent full time employee is scheduled off. Blocks of seven (7) days will be selected after the end of the full time vacation picks; spans of lesser increments will be selected prior to the posting of the next month's schedule and after

selection of both vacation and holiday time by full time employees.

Management reserves the right to determine the number of people who can be scheduled off at the same time.

- 2) Accrued vacation hours not taken by December 31 of each calendar year shall be removed from the Employee's credit unless such balance is approved for carryover in writing by the City Manager. Requests for carryover of accrued vacation leave shall be made in writing to the City Manager for his approval and consideration.

C. Employees who separate from service will receive pro-rated vacation allowance for all vacation earned but not yet taken.

D. In the event that an employee has a previously approved vacation period which is then canceled by the City, and there are no open dates on the vacation calendar in which to reschedule the time, then the City will guarantee that the City Manager will approve carry-over of that vacation amount into the next calendar year. Such time shall be used prior to March 1 of the new year.

In the event of a voluntary transfer to another shift, previously selected vacation will not be carried forward to the new shift assignment. In such instance, the employee will be awarded vacation leave on the basis of slots available on the shift to which he/she is assigned.

However, an employee reassigned to another shift solely by the action of management, who has an approved and pre-scheduled vacation shall retain his/her original vacation dates.

ARTICLE XVII.

LABOR/MANAGEMENT DISCUSSION MEETINGS

Either party may request a Labor/Management Meeting to be scheduled to discuss problems of concern to the parties. The Labor/Management Committee is to consist of no more than two (2) designated committee members, and business agent from the Union, and no more than three (3) representatives from the City. The discussion meetings will be set by the parties at a mutually agreeable time as follows:

- A. The parties shall establish a date which is mutually convenient.
- B. Either party shall submit a proposed list of topics in writing to the other at least five (5) working days prior to the scheduled meeting.

At the same time the Union shall notify the Employer of the names of those committee members who will be in attendance.

- C. The parties shall consider the items from both lists.
- D. The parties are encouraged to present their items expeditiously.
- E. Those items not considered during the Labor/Management discussion meeting may be re-submitted in writing for subsequent meetings.
- F. These meetings shall be held on regular working hours, Monday through Friday, except holidays.
- G. Unit members in attendance at such meetings during their regularly scheduled hours will not be subject to loss of pay for time so spent. Compensatory time will be given for times spent at such meetings at the rate of hour for hour for those individuals attending outside their regularly scheduled shift.

ARTICLE XVIII.

COURT AND JURY DUTY

A. Duty-Related Court Appearance. Whenever a Municipal employee, as a result of his/her employment with the City, is required to appear in Court, and subsequently appears, such employee shall be paid for his/her court appearance as follows and pursuant to the following conditions:

- 1) The employee shall receive his/her normal rate of pay for any court appearance which occurs only during his normal working hours.
- 2) Any witness fees, exclusive of expense allowance, paid to the employee for his/her appearance in court during his/her normal working hours shall be turned over to the Director of Finance for deposit into the proper Municipal fund.
- 3) The employee shall present to his/her supervisor court documentation stating the time and date of the employee's appearance in any court. Such employee's supervisor shall give to the employee reasonable time to leave his/her employment to report to the court for appearance.
- 4) After appearance as a witness in any court, an employee shall immediately present to his/her supervisor documentation signed by an official of the court in which

his/her appearance took place verifying the employee's appearance in such court.

- 5) Unit members who are in an off-duty status and who are required to report and appear, or who are subpoenaed to appear shall be eligible for four (4) hours call-in at 1 ½ time rate.

B. Jury Duty: Whenever an employee is called for jury duty, he/she shall not suffer any loss in regular straight time wages as a result of time actually spent on jury duty.

- 1) The employee shall receive his/her normal rate of pay for any scheduled work which is missed due to time spent on jury duty.
- 2) Any fees paid to the employee for his/her appearance in court during his/her normal working hours shall be turned over to the Director of Finance for deposit into the proper Municipal fund.
- 3) The employee shall present to his/her supervisor court documentation stating the time and date of the jury duty required by any court. Such employee's supervisor shall give to the employee reasonable time to leave his/her employment to report to the court and shall determine when such employee may leave his employment to report to the court for appearance.
- 4) An employee who is summoned for jury duty and subsequently excused from service shall return to his/her regularly scheduled work with reasonable time permitted for travel and/or meals.

C. Court Appearance Other: An employee whose presence is required in court for cause not related to his/her work responsibilities shall be permitted to use accrued vacation or Holiday leave provided he/she provides proper advance notification to supervision.

ARTICLE XIX

HEALTH INSURANCE

Section 1. The City shall provide to eligible bargaining unit employees a network plan of medical/hospital/surgical protection as determined by the Joint Health/Benefits subcommittee. It will continue to be packaged with a vision plan and dental coverage unless the subcommittee makes adjustments. A list of the

current benefit structure is attached hereto as Appendix B. This benefit structure is subject to change in accordance with the decisions of the Joint Health/Benefits subcommittee. The City and the employees shall share in the overall monthly premium cost of the insurance plan in the following manner: for plan year 2011 and beyond, the City shall contribute 85% of the total premium cost and the employees shall contribute 15% of the total premium cost through payroll deduction. Provided, not more than ninety (90), nor less than sixty (60) days prior to December 31, 2011, and/or not more than ninety (90), nor less than sixty (60) days prior to December 31, 2012, either party may, by written notice served upon the other party, reopen the labor agreement for purpose of renegotiating the provisions of this article only for the remainder of this agreement. If neither party elects to reopen the agreement, then the premium sharing provisions of the agreement effective for plan year 2011 shall remain in effect for the remainder of the agreement.

Section 2. The Union agrees to participate in a Joint Insurance Committee and to adhere to Committee recommendations of cost-saving administration of benefits suggestions made by the Committee. The Union shall have the right to appoint one (1) representative of its choice to the Committee.

Section 3. The Municipality will pay its portion of any premiums for hospitalization/health care and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

Section 4. In those instances in which the City employs both spouses of the family unit, the City will make available only one (1) family plan of coverage and that plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

ARTICLE XX.

GROUP LIFE INSURANCE

A. City will arrange for a policy of group life insurance for unit members who have completed six months' service with City.

B. The amount of life insurance coverage eligibility shall be an amount equal to one times the employee's annual wage or salary as provided in the current Classification and Compensation Plan but rounded to the next lower one thousand dollar increment. The total amount of life insurance coverage eligibility shall not exceed \$50,000.

C. If the employee's annual wage or salary increases, the amount of his/her insurance shall be re-determined on an annual basis in accordance with Section B above.

D. A double indemnity provision for accidental death and an accidental dismemberment clause will be provided.

E. City will pay the total cost of the first ten thousand dollars (\$10,000) coverage which shall be known as the non-contributory portion of the benefit eligibility. Optional group life coverage of up to one times the employee's annual salary, rounded to the next lowest one thousand dollars (\$1,000) increment, as shown in the Classification and Compensation Plan, will be made available at a cost to the employee of fifteen cents (\$.15) per one thousand dollars (\$1,000) in optional coverage per month.

The employee will contribute by payroll deduction for optional coverage costs.

F. Unit members who retire on or after the signing of this agreement will be provided a maximum of four thousand dollars (\$4,000) death benefit. The cost of said benefit for retirees shall be paid in full by City.

ARTICLE XXI.

LONGEVITY

A. Full time permanent employees covered by this Agreement shall receive longevity pay based upon length of continuous service from most recent date of hire by the Employer. Part-time permanent employees shall observe the same schedule for years of service but at a rate which is sixty percent (60%) of the value shown.

In the event that an employee changes status from part-time to full time, conversion of time for purposes of continuous service shall be made using the fraction which results from dividing scheduled hours of service by 2,080.

<u>Years of Continuous Service</u>	<u>Longevity Benefit</u>
Four (4) years through eight (8)	\$500
Nine (9) through fourteen (14) years	\$550
Fifteen (15) through nineteen (19) years	\$600
Twenty (20) through Twenty- Four years	\$650
Twenty-Five (25) years and over	\$700

B. Eligibility for longevity pay shall commence in the calendar year of the Employee's employment anniversary date since the most recent date of hire. For the sole purpose of determining longevity pay, service on military leave since the most recent date of hire shall be included in determining the length of years of continuous service. Payment for longevity will be made by separate check in

December of each calendar year as a lump sum to employees on payroll status at that time.

C. Longevity for partial year payments to Employees who are separated for reasons of resignation, layoff, or retirement or to the estate of the deceased Employee shall be computed by dividing the eligible benefit amount by twelve (12) and multiplying that amount by the number of months of completed service in the calendar year in which separation occurs. To receive credit for a service month, the Employee shall have worked in that month.

D. An Employee terminated for disciplinary reasons shall not be eligible for this benefit.

ARTICLE XXII.

ATTENDANCE INCENTIVE

A. Each permanent, full-time Employee shall be paid an annual incentive award for work attendance. Part-time permanent employees shall observe the same schedule but at a rate which is sixty percent (60%) of the value shown:

<u>Attendance Achievement</u>	<u>Benefit Allowance</u>
1. Perfect annual attendance (zero leave hours utilized)	\$300.00
2. Up to One (1) Work Day Absence (up to 8 hours used)	\$175.00
3. Up to Two (2) Work Day Absences (up to 16 hours used)	\$100.00

B. Eligibility for attendance award will not be adversely affected by the following leave conditions: Military leave for active duty not to exceed thirty (30) days or induction physical examination; Approved leave for union business; Jury duty; Attendance at certification or Civil Service examinations; Attendance at approved seminars or training functions; Vacation leave; Holiday leave; Compensatory leave; Funeral leave.

C. Absenteeism due to the following causes will diminish or eliminate eligibility: Sick leave usage for reasons approved under the sick leave policy; Any other unauthorized or authorized leave of absence; Disciplinary suspension finally sustained through appeal proceedings; Injury leave; Layoff; Leave due to duty-related injury for which the employee does/does not receive Workmen's Compensation benefits; Separation from employment.

D. The period for determining such attendance record shall commence on the first day of December and conclude November 30 of the next succeeding year.

E. An Employee may charge up to three (3) days of approved sick leave to accrued vacation or holiday leave for purposes of attendance incentive award

eligibility. Such requests must be submitted on the authorized form, with approval by supervision, not earlier than November 1, but not later than November 15 of the benefit year.

F. New or separating Employees shall receive a prorated benefit award based upon one-twelfth (1/12) of the total eligibility for each month of service or part thereof. In the event that an employee changes status from part-time to full time, conversion of time shall be based upon the work time status of the employee for the greatest part of any month. Employees terminated for cause will not receive this benefit. The provisions of this benefit program will not affect existing policies relative to sick leave accruals or usage.

ARTICLE XXIII.

JOB POSTING

A. When a Legal Notice for a Bargaining Unit position or an open examination is posted, two Notices will be sent to the unit; one will be posted on the bulletin board for ten (10) calendar days and one will be placed in President's mail slot. The Notice will provide the following details.

- 1) Job title and rate of pay.
- 2) Brief description of duties.
- 3) Any qualifications required by the job.
- 4) The date of Legal Notice.
- 5) A filing deadline date.
- 6) Where applications are to be submitted.

B. Employees wishing to apply for any examinations who meet the minimum qualifications are to make applications at the Office of Civil Service and Personnel.

C. Applicants for the posted vacancy must meet the minimum qualifications established in posting notice.

D. Applicants not selected for the vacant position that has been posted in accordance with the requirements of the provisions of this article may review the records of appointments for vacant positions at Civil Service.

E. An employee who is promoted to a position within the Division and then fails the probationary period shall be returned to his former classification provided he/she can do the work.

F. An employee who receives an appointment outside the bargaining unit and subsequently fails the probationary period may return if able to perform the work:

- 1) to the entry-level classification if a vacancy exists, or;
- 2) to a vacancy in his/her former promoted class if no eligible list exists, or;
- 3) to certification (to the prior class) on a promotional eligible list, along with other eligibles, if an examination has been announced and prior to any appointment.
- 4) or, if no vacancy exists, then the individual's name shall (following written request in Office of Civil Service) be placed on a Preferred Eligibles List for one year for appointment to the entry level position.

G. An employee who has been promoted within the Division or takes a position outside the Division may, during their probationary period, ask to be demoted to their former classification if a vacancy is available.

ARTICLE XXIV.

SAFETY

A. It is the responsibility of the Employer to provide a safe working environment.

B. It is the joint responsibility of the employees and the employer to ensure work place safety.

Employees and the City will accept OSHA standards as recommended by the Joint Subcommittee on OSHA after each standard has been posted for at least 30 days.

C. Any equipment which is not in proper working order or other work hazards should be reported immediately, in writing, to a Supervisor.

D. The City and Union agree to meet and confer with each other not more than 14 days following written notice of the other of a wish to discuss any safety hazard or concern. Said conference will be limited in scope to the issue so noted.

E. The Union and City agree that implementation of Federal or State standards regarding employment or accommodation of an otherwise qualified disabled person is a mutual obligation and goal.

ARTICLE XXV.

MISCELLANEOUS

SECTION 1. PRINTING OF CONTRACTS

The Employer agrees to provide a copy of the signed agreement to each Bargaining Unit employee at no cost to the Union.

All Bargaining Unit employees shall receive a copy of the agreement when they become available.

SECTION 2. CLOTHING

A. Suitable Attire Defined: Suitable attire is defined as clothing of conservative color and design, in good taste and clean and neat in appearance. No blue jeans, cutoffs or shorts allowed.

In the event that any employee reports for work wearing clothing which is not appropriate, he/she shall be given a verbal warning; after a verbal warning, any employee may be sent home if, in the sole and exclusive judgment of the supervisor, the employee's attire is inappropriate clothing for work.

B. UNIFORMS: Employees will be required to wear a uniform, the specific design of which will be determined by the LMC.

The City agrees to provide a uniform allowance of up to \$150.00 per employee annually.

Such uniform allowance is to be expended only for the purchase of uniform items approved by the LMC, and is payable upon presentation of appropriate receipts. There shall be no carry over of uniform allowance from year to year.

SECTION 3. TRAINING

A. The Employer shall determine what training is necessary and provide such training to all bargaining unit employees. All training shall be paid time. Individual training requests shall be made in writing and a response shall be given to the employee in writing.

B. When an employee is assigned as a trainer, he/she shall receive one half hour (½) hour compensatory time per eight (8) hour day of training actually worked. Comp time shall be pro-rated on units of less than eight (8) hours.

C. A Training Committee will be formed to develop annual in-service training. The bargaining unit will have two (2) representatives that will serve on the Committee. The bargaining unit will notify the employer of the two (2) individuals it has selected to serve on the Committee.

SECTION 4. IDENTIFICATION BADGES

The Employer shall provide employees of the Bargaining Unit picture identification cards at time of hire.

SECTION 5. PERFORMANCE EVALUATIONS

There shall be an annual performance evaluation conducted on each Bargaining Unit employee which shall normally be completed by December 31 of each year. A copy of the performance report shall be given to the employee at the time of the report. The report will be final upon employee's signature.

SECTION 6. PERMANENT PART-TIME EMPLOYEES

During the labor/management discussions which modified this contract to provide for language specific to part-time employees, it was agreed that both parties intended for the benefit afforded to part-time employees to be equivalent to sixty percent (60%) of the benefit provided to full time. Unless otherwise spelled out, when an employee transitions from one work time status to another, time or benefit in one status shall not be lost but shall be combined at this established proportion.

The number of permanent part-time employees shall not exceed three (3) persons.

Notwithstanding the language above related to part-time employee benefits, and notwithstanding any specific contract language elsewhere in this agreement to the contrary, the parties agree that during the term of this agreement part-time employees shall not be entitled to any of the benefits referenced in the following sections of this agreement:

Article X – Sick Leave and Disability Separation

§1 Sick Leave

§2 Extended Benefits

Article XI – Injury Leave

Article XII – Other Leaves

Article XIII – Hours and Shifts

§1(D) Compensatory Time

§4 Shift Differential

Article XV – Holidays

Article XVI – Vacations

Article XVIII – Court and Jury Duty
Article XIX – Health Insurance
Article XX – Group Insurance
Article XXI – Longevity
Article XXII – Attendance Incentive
Article XXV – Miscellaneous
 §2 (uniform allowance)
 §8 Fitness Incentive
Article XXIX Wages
 §1 Salary Adjustments

Further, it is agreed that part-time employees hired during the term of this agreement shall be paid at the first step of pay range 20, and shall be considered to be probationary employees for the term of this agreement. No seniority will accrue for part-time employees during the term of this agreement. Employment as a part-time employee under the terms of this Article shall not be considered a recall to employment under the terms of this agreement, however, anyone who is currently in a lay-off status and is eligible for recall under the terms of this agreement and who accepts part-time employment under the terms of this Article will have their eligibility for recall extended for whatever period of time they work as a part-time employee.

The parties agree that the intent of this language is to allow the parties to make use of part-time employees to cover shifts within the Communications Center at minimal cost to address the current budget deficiencies, and the language above should be interpreted to effectuate that intent.

SECTION 7. DRUG SCREENING

In addition to testing provided for under applicable City ordinances, the City will test between seven to ten employees from among all Division of Police personnel, including the Communications Section, per quarter, for the presence of cocaine metabolites, marijuana metabolites, opiate metabolites, amphetamines, phencyclidine, and similar illegal drugs of abuse. The Division will utilize hair testing, provided, that urine testing will be utilized if hair testing is not possible. Random numbers will be confidentially generated at the beginning of each quarter, and provided to the appropriate supervisor. The supervisor will confidentially choose a day when the employee is scheduled to work which coincides with the availability of the collection official. On the selected date, the employee will be provided with a written order to report to the collection official immediately upon receipt of the order.

Police administration reserves the right to submit non-random test subjects based upon complaints, information, or allegations received. The request will remain confidential between police administration and the internal affairs function.

If the laboratory returns a positive result, an immediate second test is automatic and required. The employee has the right to have the second hair sample sent to another certified laboratory at his or her own expense. Hair sent for a second test will be processed by the city in the usual manner. An employee ordered to report for a second test may be accompanied by a union representative or counsel as an observer. If a second positive is indicated, the employee will be immediately suspended pending a pre-disciplinary conference. Employees who refuse to take any ordered drug test will be immediately suspended and scheduled for a pre-disciplinary conference.

Section 8. FITNESS INCENTIVE

An annual incentive for physical fitness will be granted to persons who are able to perform the aerobic/running standards as shown: An award of one hundred dollars (\$100) will be paid to an employee who can run one and one-half (1^{1/2}) miles in 15:31 (fifteen minutes, thirty-one seconds) or less. Two hundred twenty-five dollars (\$225) will be paid to an employee who can run one and one-half (1^{1/2}) miles in less than 14:05 (fourteen minutes, five seconds). The awards shall not be cumulative, and the maximum total physical fitness incentive shall be \$225 per member.

ARTICLE XXVI.

DEFINITIONS

A. Exclusive bargaining rights shall be interpreted to mean that the Employer will not negotiate, meet or confer with any person, group of persons, association or union other than AFSCME Ohio Council #8 or its local unions during the term of this Agreement.

B. "To negotiate" means performance of the mutual obligation of the employer through its Chief Executive Officer or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours of work, terms and other conditions of employment, or the negotiation of an agreement, or any question arising thereafter, and the execution of a written agreement reached by the parties, but such obligation does not compel either party to agree to a proposal or require the making of a concession for the duration of this Agreement. The Employer will make no changes in the wages, hours of work, terms and other conditions provided herein without negotiation and agreement with the Union.

C. Arbitration means a dispute settlement procedure whereby a neutral third party renders a decision that is final and binding on the parties to this Agreement.

D. Whenever any time period provided for in this Agreement ends on a Saturday, Sunday or Holiday, the time period shall be extended to the next day which is not a Saturday, Sunday or Holiday.

E. Gender: The male pronoun or adjective where used herein shall refer equally to the male or female.

F. Employee: The term "employee" or "employees" where used herein refers to all employees in the Bargaining Unit as defined elsewhere in this Agreement.

ARTICLE XXVII.

LAYOFF & RECALL

A. When it becomes necessary, due to a lack of work or funds or job abolishment, to reduce the number of employees in the Bargaining Unit, the Employer shall determine the number of positions by classification and the following layoff procedure shall be followed.

B. The employer shall notify the employee with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

C. The employer shall lay off in the following order. First, employees holding appointment in categories of temporary, intermittent, temporary part-time, seasonal, provisional, casual and probationary, then permanent part-time and then permanent full-time.

D. Bumping Rights. Employees may displace (bump) the least senior bargaining unit Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. In the event that an employee has a span of employment in which his/her work time status has changed from part-time to full time employment, or vice versa, then seniority shall reflect pro-rated but cumulative time. Seniority for part-time permanent employment shall use that fraction which results from dividing scheduled hours by 40 to produce a weekly ratio or scheduled annual hours by 2,080 for an annual allocation.

E. The employer shall give the effected employees fourteen (14) calendar days written notice of their layoff.

F. Employees who are laid off shall have recall rights to the position from which they were laid off for a period of two (2) years. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be

mailed to the employee's last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Hamilton Civil Service Commission.

G. Upon request of either party, the Employer and the Union agree to meet and discuss any other cost saving options as a way of avoiding or reducing the need to lay off employees, provided, that neither party is required to agree to any such alternate proposal. An agreed upon furlough plan may include, but is not limited to, reduced work hours, scheduled or unpaid days off during one or more pay periods.

ARTICLE XXVIII.

CONTRACT SUPREMACY

SECTION 1. WAIVER

The parties to this Agreement hereby acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties as to the exercise of that right are set forth in this Agreement. Therefore, CITY and UNION for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 2. MAINTENANCE OF STANDARD

This Agreement supersedes all other agreements, clauses, and memorandums between the Employer and employees in the Bargaining Unit if there is a conflict.

SECTION 3. CONFLICT OF LAW

The parties agree that this Agreement will be the sole and exclusive authority and recourse available to Employees and the parties hereto with respect to the subjects addressed by this Agreement. Where provisions of this Agreement conflict with otherwise applicable provisions of State or local laws, state statutes or regulations, this Agreement shall prevail pursuant to the authority of Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this Article be given broad interpretation so as to insure that their collectively bargained agreements and understandings be given their intended meaning and effect.

The parties shall enter into collective bargaining for the purpose of arriving at a mutual satisfactory replacement for such article or section held invalid within thirty (30) days of such time the article or section becomes invalid.

SECTION 4. SAVINGS CLAUSE

A. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

B. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

ARTICLE XXIX.

WAGES

SECTION 1. SALARY ADJUSTMENTS

Each full time employee shall be eligible for consideration of his/her merit step advancement as shown in the chart. Likewise, permanent part-time employees shall be considered at the conclusion of 1,040 scheduled work hours for each six-month step; annual intervals shall be considered to occur at the conclusion of 2,080 scheduled work hours.

STEP: 1	2	3	4	5	6	7
▼	▼	▼	▼	▼	▼	▼
1 YR	1 YR	1 YR	1 YR	6 MO	6 MO	

It is understood that each merit adjustment shall be premised upon standards of merit and not simply upon duration of service at a given step. Merit consideration is based upon satisfactory performance of duties. Standards for merit increases will be addressed and mutually agreed to in a LMC meeting before being applied to Bargaining Unit employees.

Eligibility for any merit increment which includes a transition in work time status from part-time to full time shall be pro-rated based upon the proportion of time in each status.

SECTION 2. PAY DAYS

- A. The work week shall begin at 12:01 a.m. on a Saturday and end on the Friday at 12:00 Midnight.
- B. The pay period is eighty (80) hours (a two work week period). The scheduled starting time on any shift establishes the date for all hours on the shift.
- C. There are normally twenty six (26) pay periods per year. All employees are to be normally paid one week following the conclusion of the pay period.
- D. If a holiday occurs on pay day, paychecks will usually be issued on the preceding day, except under extenuating circumstances, in which pay checks will be issued on the following workday.
- E. All bargaining unit employees will be required to enroll in and utilize direct deposit.

SECTION 3. RETIREMENT PICK-UP

The Employer will continue to "pick up" the Employee share of the pension contribution by means of "the salary reduction method."

SECTION 4. WAGES

Notwithstanding the language of Section 1, above, employees' wages will be frozen at the rate effective upon ratification of this agreement. Not more than ninety (90) and not less than sixty (60) days prior to August 1, 2012, either party may, by written notice served upon the other party, reopen the labor agreement for the purpose of negotiating wages for the remaining period of the agreement. If neither party elects to reopen the agreement, then the wage structure then in effect shall remain in effect for the remainder of this agreement.

A wage schedule is attached as Appendix A.

ARTICLE XXX.

P.E.O.P.L.E. CHECKOFF

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual's written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

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

If the employee does not have the funds available, no deduction will be made.

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

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee or anyone else against the City or the City and the Union jointly.

ARTICLE XXXI.

NO STRIKE – NO LOCKOUT

Section 1.

- A. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting) or any other interference with the work and statutory functions or obligation of the Employer. The Employer agrees that there will be no lockout.

- B. Neither the Union nor its officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, picketing (except informational hand billing or leafleting), or any other interference with the work and statutory functions or obligations of the Employer.
- C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, picketing (except informational hand billing or leafleting), or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - (1) publicly disavow such action by the Employees;
 - (2) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
 - (3) notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
 - (4) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.
- D. Nothing contained herein shall preclude the Employer from obtaining judicial restraint or any other legal remedies available to the Employer under State law in the event of a violation of this Article.

Section 2.

In order to prevent the disruption of the essential services provided by the Bargaining Unit, the parties hereto agree that if an impasse is reached during negotiations for a successor collective bargaining agreement, that said dispute(s) will be resolved by final and binding arbitration as provided in Chapter 4117 of the Ohio Revised Code or by a mutually agreed upon alternative dispute resolution procedure, provided that procedure culminates in final and binding arbitration.

ARTICLE XXXII.

DURATION

A. This Agreement shall become effective as of the signing of this Agreement and shall continue in effect until July 31, 2013.

B. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least ninety (90) days prior to the expiration of the term, or any extended term of this Agreement, of any intention to make changes in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 29th day of April, 2011.

FOR: AFSCME, Ohio Council 8
LOCAL 3785

FOR: CITY OF HAMILTON


John Johnson, Staff Representative
AFSCME, Ohio Council 8


Joshua A. Smith, City Manager 4/29/11


Kim Owens, President


Timothy Werdmann, Asst. Law Dir.


Holly Robertson, Negotiating Committee


Neil Ferdelman, Chief of Police


Michelle McGlosson, Negotiating Committee

SCHEDULE H

American Federation of State, County, and Municipal Employees
Local 3785, Communications Center

CLASS	CLASS TITLE	RANGE
8037	Public Safety Communications Operator _____	20

Effective July 31, 2010

	1	2	3	4	5	6	7
20							
Hour	16.36	17.60	18.13	18.72	19.37	20.07	20.98
Bi-Wk	1308.80	1408.00	1450.40	1497.60	1549.60	1605.60	1678.40
Annual	34,029	36,608	37,710	38,938	40,290	41,746	43,638

APPENDIX B

- A. Effective January 1, 2011 the Health Care Plan recommended by the Joint Subcommittee is described as: A high deductible health plan. Use of Network providers results in the higher level of benefits. Use of non-network providers results in a lower level of benefits.

Plan design:

	NETWORK	NON-NETWORK
Deductible	\$2500 Ind. \$5000 Fam.	\$4500 Ind. \$9000 Fam.
Out-of Pocket Max	\$3000 Ind. \$6000 Fam.	\$5000 Ind. \$10000 Fam
Lifetime Max	Unlimited	Unlimited
Preventative Care	Covered @ 100% (no deductible)	Deductible & 70% co-insurance
Office Visit	100% after deductible	Deductible & 70% co-insurance
In-patient Hospital	100% after deductible	Deductible & 70% co-insurance
Out-patient Hospital	100% after deductible	Deductible & 70% co-insurance
Emergency Room	100% after deductible	100% after network deductible is met
Urgent Care	100% after deductible	Deductible & 70% co-insurance
Prescript. Drug Retail	Deductible, then \$10/\$35/\$60	Deductible and co-insurance
Mail Order	Deductible, then \$10/\$30/\$60 (90 Days)	

B. A Dental Plan that incorporates a Passive PPO as well as an indemnity plan. Use of in-network providers means that balance-billing is not permitted and that other enhancements may be available. The plan covers the following:

Class I (preventive)	100%
Class II (Minor restorative)	80%
Class III (major restorative)	80%
Class IV (Orthodontia)	60% (children to age 19)

Deductible of \$50/person/calendar year on Class II and III.

Maximums: \$2500/person/calendar year on Classes I, II and III.
\$1,000/lifetime on Class IV.

C. A managed care, point of service, network vision plan that provides:

	NETWORK	NON-NETWORK Reimbursement
Exams: (1 per 12 mo)	\$10 co-pay	Up to \$35 reimbursement
Lenses: (1 pr per 24 mo)	\$25 co-pay	Range: Single vision up to \$25 Bifocal up to \$40 Trifocal (pr) up to \$55
Frames: (1 pr per 24 mo)	\$100 allowance; 80% of balance over \$100	Up to \$50 reimbursement
Contacts Medically necessary Elective (1 pr per 24 mo)	\$0 co-pay, paid in full \$115 allowance	Up to \$200 Up to \$92