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10-MED-10-1379
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AGREEMENT

BETWEEN

**THE CITY OF GREENVILLE
BOARD OF PARK COMMISSIONERS**

and

**LOCAL 3844-B
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8,
AFL-CIO**

SERB CASE NO. 2010-MED-10-1379

Effective January 1, 2011 through December 31, 2013

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PREAMBLE

This Agreement, entered into by the City of Greenville, Ohio, Board of Park Commissioners, hereinafter referred to as the "Employer," and the Greenville Maintenance Employees Association, American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety the full and complete understandings and Agreements between the parties governing wages, hours, benefits and working conditions of employment for those employees included in the bargaining unit.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.1. Except as specifically limited herein, the Employer shall have the right to manage the operations, control the premises, direct the working forces, and maintain efficiency of the operations. The Employer's management rights shall include, but are not limited to:

- A. Hire, discipline and discharge for just cause;
- B. Layoff and promotion;
- C. Promulgate and enforce employment rules and regulations;
- D. Reorganize, discontinue, or enlarge any department or division;
- E. Transfer employees, including the assignment and allocation of work;
- F. Introduce new and/or improved equipment, methods, and/or facilities;
- G. Determine work methods;
- H. Determine the size and duties of the work force, the number of shifts required, and work schedules;
- I. Establish, modify, consolidate, or abolish jobs or classifications;
- J. Determine staffing patterns, including but not limited to assignments of employees, numbers employed, duties to be performed, qualifications required, and areas worked;
- K. Maintain and improve the efficiency and effectiveness of governmental operations;
- L. Determine the overall mission of the Employer as a unit of government;
- M. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 1.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the right and function of the Employer.

ARTICLE 2 **RECOGNITION**

Section 2.1. The Employer recognizes the Greenville Maintenance Employees Association, American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative for all full-time and part-time employees in the bargaining unit described in this Section. This unit shall include those employees of the City in the following classifications as certified by the State Employment Relations Board:

All full-time and part-time employees of the City of Greenville Board of Park Commissioners including: Park Maintenance Worker; Park Maintenance Worker II and Maintenance Foreman

but excludes:

All management level, supervisory and confidential employees as defined in the Ohio Collective Bargaining Act.

Section 2.2. If the Employer adds new classifications to the Department, the Employer shall notify the Union in writing of the title and position description of the new classification, and whether or not the new classification shall be considered a bargaining unit position. The Union may request in writing that the parties meet to discuss the bargaining unit status of the new classification. If the parties cannot resolve the bargaining unit status, the Union may pursue the dispute through the proper State Employment Relations Board procedure. This Section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend a certification or to clarify a bargaining unit.

Section 2.3. The parties agree that neither the Employer nor the Union shall discriminate against any employee because of the employee's membership or non-membership in the Union or participation or lack of participation in Union activities.

Section 2.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 **DUES DEDUCTION**

Section 3.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees of the bargaining unit upon receipt of a voluntarily submitted dues deduction authorization.

Section 3.2. The Employer agrees to deduct regular Union membership dues once each bi-weekly pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided in Appendix B must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer. All deductions shall be transmitted to AFSCME Ohio Council 8 Controller, 6800 North High Street, Worthington, Ohio 43085 no later than fifteen (15) days following the end of the pay period in which the deduction is made.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless of any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making dues deductions upon an employee's (1) termination of employment; (2) promotion to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the dues deduction authorization in accordance with the terms of this Agreement.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The rate at which dues are to be deducted shall be certified to the Employer by the treasurer of the Union during January of each year. One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction.

Section 3.7. A.F.S.C.M.E. P.E.O.P.L.E.: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a voluntarily written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to AFSCME PEOPLE Department 1625 L. Street, N.W. Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 4 **FAIR SHARE FEE**

Section 4.1. Each bargaining unit employee who is not a member of the Union, shall as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 4.2. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix A, attached hereto. Appendix A, including all amendments thereto, is incorporated in this Article by reference.

Section 4.3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions each bi-weekly pay period. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted and the amount of the deduction. All deductions shall be transmitted to AFSCME Ohio Council 8 Controller, 6800 North High Street, Worthington, Ohio 43085 no later than fifteen (15) days following the end of the pay period in which the deduction is made.

Section 4.4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member, bargaining unit employee, of each obligation established in Appendix A.

Section 4.5. The Union may amend Appendix A by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 4.6. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 4.7. This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 4.8. The Union, including AFSCME, Ohio Council 8 warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.9. This Article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other Agreements are hereby rendered void. With the exception of

Appendix A, no portion of this Article may be amended except by written signed Agreement of the parties.

ARTICLE 5

UNION ACTIVITIES

Section 5.1. Upon reasonable advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform representational duties, to the extent specifically provided by this Agreement. Upon arrival, the representatives of the Union shall identify themselves to the Employer.

Section 5.2. The Employer shall recognize one employee to act as steward for purposes of representation of employees within the bargaining unit as specifically outlined in this Agreement. In the absence of the regular steward, the Union President may provide representation.

Section 5.3. The writing, investigating, and processing of grievances shall be on non-work time, except where the employee has permission of the Superintendent and it is necessary to obtain information from the Employer or process a grievance to the Employer during working hours. In no event shall time spent writing, investigating or processing grievances be considered as overtime. If a grievance hearing is held during the employee's normal working hours the employee shall not suffer any loss in pay while attending such hearing.

Section 5.4. The Union shall provide the Employer an official roster of its officers, Staff Representatives and stewards, which is to be kept current at all times and shall include the following:

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

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

Section 5.5. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

The Union President or in the President's absence, the Vice President, shall be permitted to attend meetings with the Employer as specifically provided by this Agreement, without loss of pay.

Section 5.6. The Employer agrees to notify the Union President of all appointments of new employees to any bargaining unit positions and of any changes in bargaining unit employee's classifications or pay ranges.

Section 5.7. Employees shall not have access to the Employer's premises after agency hours except as approved in advance by the Employer. Employees shall not use the City's materials, supplies or equipment for Union related functions or activities without obtaining advance approval from the Employer and reimbursing the Employer for the appropriate cost.

ARTICLE 6 **DISCIPLINE**

Section 6.1. No non-probationary employee shall be disciplined except for just cause. The Employer may implement disciplinary action for, but not limited to the following circumstances: actions occurring while the employee is on duty, or working in the uniform of the Employer, off-duty representing oneself as an employee of the City of Greenville Park Board, for any off-duty conduct which violates the rules of the department, adversely affects the Board or the employee's ability to perform his/her required job duties, or any conduct which discredits the City or the individual as a public employee. Conviction of a felony may be a dischargeable offense.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification
- E. Discharge from employment

Section 6.2. Whenever the Employer or designee determines that an employee may be disciplined for just cause (including only suspension without pay, reduction in classification or termination from employment), a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Where the nature of the alleged violation warrants immediate removal of the employee from the work site, such employee may be conditionally suspended without pay pending a hearing on the charges. If the employee is subsequently cleared of all charges, the employee shall be compensated for the period of the conditional suspension.

Section 6.3. Not less than forty eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The employee must choose to: (1) appear at the conference to present an oral or written statement in the employee's defense; (2) appear at the conference and have one [1] Union representative present an oral or written statement in defense of the employee; or, (3) elect in writing to waive the opportunity to have the pre-disciplinary hearing. Failure to elect and

pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the employee's right to the pre-disciplinary hearing.

No later than twenty-four (24) hours prior to the scheduled starting time of a pre-disciplinary hearing, the employee may present a written request for a continuance of not more than forty-eight (48) hours. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request.

Section 6.4. At the pre-disciplinary hearing the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name of the Union representative, if any, to the Employer as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify witnesses if the employee desires their attendance at the hearing. Pre-disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked.

Section 6.5. At the pre-disciplinary hearing, the Employer will ask the employee or Union representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or failure to respond truthfully by any employee, including employee witnesses, may result in disciplinary action. The employee or Union representative will be permitted to question any witnesses present, subject to the Employer's right to reasonably limit the length and extent of such examination.

Section 6.6. At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity for a pre-disciplinary hearing. Disciplinary actions agreed upon in writing by the Employer and the employee, shall not be subject to any appeal procedure.

Section 6.7. In any conference between a bargaining unit employee and the Employer or designee, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request that a Union steward be present. There is no entitlement to the presence of a steward prior to such determination.

Section 6.8. Following the conclusion of the pre-disciplinary hearing, the Employer will decide what discipline, if any, is appropriate. The employee will be advised of the result of the hearing as soon as possible following the conclusion of the hearing.

Section 6.9. Grievances concerning the disciplinary actions of verbal warning (written record) or written reprimand may be appealed through steps one (1) and two (2) of the grievance procedure, but may not be appealed to step three (3) or to any other appeal procedure.

Appeals concerning the disciplinary actions of suspension, termination from employment, or any reduction in pay or position shall be initiated at step two (2) and may be appealed through step three (3) of the grievance procedure.

Such grievances shall not be eligible for appeal to the Greenville Civil Service Commission.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio State Constitution.

Where an alleged dispute is of a nature that qualifies for appeal under the rules of the Bureau of Workers' Compensation or the Bureau of Employment Services, the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body. Alleged disputes pursued through other appeal procedures shall not be pursued through the grievance and arbitration procedures provided for in this Article.

Section 7.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances concerning disciplinary actions may be appealed only as specified in Section 6.9 of this Agreement.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual Agreement.

A grievance may be initiated by any member of the bargaining unit, or by the Union, but only in respect to the interpretation or application of this agreement to bargaining unit members. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance. All employees who are affected by any group grievance must sign such group grievance.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday, or holiday.

Section 7.3. A written grievance must be submitted to the grievance procedure within seven (7) calendar days after an employee knows or should have known the facts giving rise to the grievance, but in no case later than fourteen (14) calendar days following the occurrence of the event giving rise to the grievance, otherwise it will be considered not to have existed.

Section 7.4. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

A. Aggrieved employee's name and signature;

- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 7.5. Any grievant may, if desired, have a Union representative accompany the grievant at any step or meeting provided for in this Article.

Section 7.6. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. If the grievance is a "union grievance", it shall be processed by the local president. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved employee shall submit a written grievance to the Superintendent. It shall be the responsibility of the Superintendent to investigate the matter and to provide a written response to the aggrieved employee within seven (7) calendar days following receipt of the grievance. If the Superintendent is not available prior to the expiration of the seven (7) calendar day period provided for in Section 7.3 of this Article, the aggrieved employee may submit the grievance directly to Step 2 within the same seven (7) calendar day time period.

Step 2: If the grievance is not resolved in Step 1, the employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the Board of Park Commissioners. The Board of Park Commissioners shall, within fifteen (15) work days of the receipt of the written grievance, schedule a meeting with the aggrieved employee. The Board shall review the allegations contained in the grievance and respond in writing to the grievance within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later. If the Board is not available during the time limits provided for in Step 2, the aggrieved employee may move the grievance from Step 1 directly to Step 3.

Step 3: A grievance unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 7.7 of this Article hereinafter set forth.

Section 7.7. Except as otherwise restricted herein, the Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

Within thirty (30) calendar days from the date of the final answer on a grievance at Step 2, the Union shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or the Employer's representative(s).

A. The arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators from the FMCS Ohio Region. The parties shall then choose an arbitrator by alternately striking names from the FMCS list until only one (1) name remains; which shall be the arbitrator chosen by the parties. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, each party may reject the entire list and request that another list be requested from the FMCS.

The party requesting arbitration will pay for the initial panel list. If any list is rejected, the party rejecting the list shall pay for a replacement list. The loser of the arbitration will ultimately be responsible for the cost of the initial panel list.

If the Union fails to actively pursue selection of the arbitrator or scheduling of the arbitration hearing during any continuous forty-five (45) day period after requesting arbitration, the grievance shall be deemed to have been resolved on the basis of the Employer's last answer.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

The arbitrator shall neither add to nor subtract from nor modify the language of this Agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

C. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by both parties. The expenses of any non-employee witness shall be borne, if any, by the party calling the witness. The cost of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

Section 7.8. When employees covered by this Agreement choose to represent themselves in the presentation of grievances, no adjustment of any grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievances, the appropriate Union representative will be notified of the Union's right to be present at the adjustment.

ARTICLE 8 **PERSONNEL FILES**

Section 8.1. Employees may inspect their personnel files maintained by the Employer at a mutually agreeable time, and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have a Union representative accompany them during such review.

Section 8.2. If employees feel that any document, statement, or notation in their personnel files are inaccurate or unfavorable to them, they shall be given the right to place a statement of rebuttal or explanation in their file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer.

Section 8.3. Records of verbal warnings (written record) and, written reprimands, shall cease to have force and effect eighteen (18) months from the date of issuance, providing no intervening discipline has occurred.

Records of suspensions without pay of five (5) days or less shall cease to have force and effect twenty-four (24) months from the date of issuance, providing no intervening discipline has occurred.

Records of suspensions without pay of more than five (5) days and records of reduction in pay or rank shall remain in force and effect five (5) years from the date of issuance providing no intervening discipline has occurred.

Section 8.4. All items defined by Ohio Revised Code or the appropriate governing legislation as public information shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons other than representatives of the Employer, unless by court order, subpoena, or written permission of the employee.

Section 8.5. All records of disciplinary actions which have expired in accordance with Section 8.3 above shall, upon request of the employee, be removed from the employee's personnel file at the earliest date permitted in accordance with the Public Records Commission's approved retention schedule.

ARTICLE 9 **HOURS OF WORK AND OVERTIME**

Section 9.1. The standard work period for all bargaining unit employees shall consist of forty (40) hours per week, during the period starting 12:01 a.m., Monday to midnight Sunday. Bargaining unit

employees shall be entitled to a thirty (30) minute unpaid lunch break. Lunch breaks and other work breaks shall not be counted as hours worked.

Section 9.2. The Employer will pay overtime at the rate of time and one-half the employee's regular hourly rate for all hours in active pay status over eight (8) hours on any day or for all hours in active pay status over forty (40) hours during the work period. Payment for overtime shall be made in the pay period which follows the end of each work period. There shall be no pyramiding of overtime.

Section 9.3. Except as otherwise provided herein, employees on vacation, sick leave, injury leave, personal leave, or a leave of absence with pay shall be considered as working their regular schedule for purposes of calculating overtime and pay. Employees required to work on a holiday shall be paid for such day in accordance with the Holidays Article and shall not have the holiday pay counted as active pay status.

Section 9.4. All overtime worked shall be voluntary except in emergencies as determined by the Employer, when an insufficient number of employees agree to work, or as illustrated in the situation described below.

The Employer may, in its discretion, implement and/or maintain a seasonal schedule from May 1st through September 30th which mandates that one or more bargaining unit employee(s) work a four (4) hour shift on Saturday and a four (4) hour shift on Sunday; the Employer then may require such employee(s) to schedule one (1) week day off in order to avoid an overtime situation. If the Employer implements and/or maintains a seasonal schedule of weekend work, it will rotate weekend work among the full-time bargaining unit employees. Such rotation shall not prohibit the Employer from assigning a part-time bargaining unit employee for any or all weekend work, regardless of the rotation system. If the Employer determines it necessary to modify the seasonal schedule of May 1st through September 30th, it will provide the Union with fifteen (15) days notice of such modification.

If a full-time bargaining unit employee who is scheduled to work the weekend rotation ("weekend worker") reports off on sick leave for any or all of his or her weekend rotation, the Employer shall assign the least senior full-time bargaining unit employee to work such rotation. If the Employer mandates the assignment, the Employer shall not modify the rotation schedule.

If a full-time employee requests vacation, personal day leave, or compensatory time for a weekend on which he or she is scheduled to work, the Employer will attempt to accommodate such request by asking for a volunteer among the other full-time employees to work the weekend rotation (either through a schedule switch or by offering overtime/compensatory time). If no volunteer is found, the originally scheduled employee must work his or her weekend rotation, and his or her leave request shall be denied.

Section 9.5. Compensatory time will be earned at the rate of one and one-half (1-1/2) hours for each hour of employment for which overtime compensation is required. Compensatory time may be used in lieu of cash overtime compensation only if the employee designates his or her choice per Section 9.7 of this Agreement. Employees may accumulate a maximum of forty (40) hours of compensatory time. Any overtime worked which would cause the employee's total accumulation of compensatory time to exceed forty (40) hours shall be paid in accordance with Section 9.2 of this Article. Compensatory time off shall be scheduled in the same manner as vacation days, except that

compensatory time may be used by bargaining unit employees in minimum increments of one (1) hour.

Section 9.6. The parties agree that in the event a complaint is filed with the Department of Labor concerning compliance with the Fair Labor Standards Act, the minimum standards of the Fair Labor Standards Act are to be applied in determining whether there has been a violation of the Act.

Section 9.7. Employees may elect to receive compensatory time off in lieu of overtime pay. Employees shall designate their choice prior to turning time cards into payroll.

Section 9.8. All scheduled overtime will be scheduled for a minimum of three (3) hours. The three (3) hour minimum entitlement in this section shall not apply to early call-ins and holdovers, which abut the employee's normal work schedule.

Section 9.9 All overtime opportunities (including scheduled, unscheduled, abutting, call-in, etc.) will be distributed among bargaining unit and non-bargaining unit employees in an equitable manner. The Employer will track overtime opportunities offered to such employees. The Employer will post overtime offered and worked on a monthly basis.

ARTICLE 10

WAGES

Section 10.1. Effective on January 1, 2011 the wage levels of all bargaining unit employees shall be as follows:

PAY GRADE	TRAINEE 1	TRAINEE 2	STEP A	STEP B	STEP C	STEP D	STEP E
6	8.23	8.67	11.17	11.69	12.49	13.05	13.76
7	9.84	10.50	12.64	13.32	14.16	14.92	15.67
14			17.75	18.67	20.03	20.98	22.04
16			19.62	20.98	22.04	23.13	24.28

During the calendar year 2011, bargaining unit employees shall be eligible for the same general wage increase approved by the City of Greenville for non-bargaining unit employees of the City (except those with individual contracts). Such increase shall be effective on the same date and on the same basis as for non-bargaining unit employees.

Either party may reopen this Article for the purpose of negotiating wages only for contract years 2012 and 2013. If the parties do not agree, the parties shall follow the impasse procedure outlined in O.R.C. Chapter 4117. Any agreement on wages shall be included as an Appendix to this Agreement.

Section 10.2. Bargaining unit classifications shall be assigned to pay grades as follows:

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>
6	Park Maintenance Worker (Part-time)
7	Maintenance Worker I
14	Maintenance Worker II
16	Park Maintenance Supervisor

Section 10.3. After a newly hired employee has completed the one hundred eighty (180) day probationary period, the employee shall be eligible for the next merit step in the assigned pay range. The Superintendent shall, after review, inform the employee of the decision of management.

Section 10.4. After the completion of twelve (12) months of service at each ensuing pay step, an employee shall be eligible for consideration for a merit step increase to move to the next higher step of the wage scale until the employee has reached the top step in the pay grade.

Section 10.5. Any employee who receives a promotion in classification shall be placed in the appropriate pay grade at the step that will grant a pay increase. Thereafter, the employee shall be eligible for consideration for a merit step increase in accordance with Section 10.4 herein.

Section 10.6. PERS PICKUP- The Employer shall continue to pick up employee contributions to the Public Employees Retirement System (PERS) using the salary reduction method provided such procedures remain approved by the Public Employee's Retirement Board and the Internal Revenue Service and do not result in any additional cost to the Employer other than administration costs.

ARTICLE 11 CALL-IN PAY

Section 11.1. Employees called in to work at a time outside their regular scheduled shift shall receive a minimum of three (3) hours pay at the applicable hourly rate in accordance with the Hours of Work and Overtime Article herein.

This Article shall not be applicable to those situations where an employee is held over immediately following the employee's regular scheduled shift or is required to report to work one (1) hour or less prior to the beginning of the employee's regular shift.

Section 11.2. Subsequent call-ins within the three (3) hour minimum call-in period shall not be considered as separate call-ins but shall be part of the original call-in.

Section 11.3. Employees working on the days on which the spring and fall time changes occur shall be paid for hours actually worked as though the time change had not occurred.

Section 11.4. All overtime opportunities (including scheduled, unscheduled, abutting, call-in, etc.) will be distributed among bargaining unit and non-bargaining unit employees in an equitable manner. The Employer will track overtime opportunities offered to such employees. Call-in overtime will be

included with other overtime opportunities for tracking purposes. The Employer will post overtime offered and worked on a monthly basis.

ARTICLE 12 **HOLIDAYS**

Section 12.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 12.2. All full-time employees, whether they are required to work on a holiday or not, shall receive a day's pay (eight hours at straight time) in recognition of the holiday, if they were in active pay status the last scheduled day before the holiday and the first scheduled day after the holiday.

Section 12.3. For each hour that an employee works on a holiday the employee shall receive pay at two (2) times the employee's rate or, at the employee's discretion, additional pay at straight time, plus compensatory time for each hour or part thereof worked. The three (3) hour call-in minimum shall be considered hours worked under this Article for purposes of premium pay. For purposes of this Section, the holiday shall be considered the period beginning at 12:01 a.m. and ending at 12:00 midnight on the date observed as the holiday. Any employee scheduled to work on an holiday, shall receive a minimum of three (3) hours.

Section 12.4. If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 12.5. Employees shall be permitted to schedule vacation, personal leave or compensatory time on the day after Thanksgiving provided such leave does not result in overtime during the employees' regular scheduled hours.

Section 12.6. It is agreed that should the City of Greenville designate any additional holiday(s) other than those specified in Section 12.1 of this article for any group of employees (e.g., employees of other bargaining units and/or all employees not covered by bargaining agreements), the employees covered by this agreement shall also be granted the additional holiday(s).

ARTICLE 13
VACATIONS

Section 13.1. Newly hired full-time employees shall be credited with eighty (80) hours of vacation on January 1 following their most recent date of hire or upon completion of six (6) months of service whichever occurs later. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous year for use in the current calendar year. Newly hired employees may schedule vacation as soon as it has been credited to their account, provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck.

No accrued vacation hours shall be used by any employee until such hours have been credited to the employee's vacation account on January 1.

On January 1 of each year in which an employee will complete eight (8), fifteen (15), or twenty (20) years of service, the employee shall be credited with forty (40) additional hours of vacation and the employee's accrual rate shall be increased to the next higher level. The employee shall repay the vacation if the employee's employment is terminated for any reason prior to the employee actually completing the required years of service. Such repayment may be withheld from the employee's final paycheck.

Full-time employees shall accrue vacation in accordance with the following schedule:

<u>Vacation Hours</u>	<u>Years of Employment</u>	<u>Accrual Rates</u>
80	1 completed	.03846 hours for each regularly scheduled hour worked during the year.
120	8 completed	.05769 hours for each regularly scheduled hour worked during the year.
160	15 completed	.07692 hours for each regularly scheduled hour worked during the year.
200	20 completed	.09605 hours for each regularly scheduled hour worked during the year.

For purposes of determining the number of years of service completed, only service with the City of Greenville and the City of Greenville Park Board will be considered.

Section 13.2. Vacation shall be scheduled in four (4) hour or eight (8) hour increments subject to the staffing requirements of the Employer as determined by the Superintendent or designee. The Superintendent or designee may authorize a smaller increment if the employee's vacation balance is less than four (4) hours.

Section 13.3. Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. The Employer may deny requests for shorter periods that are received less than forty-eight (48) hours in advance. In case of conflicting requests and subject to staffing requirements, vacations shall be scheduled on the basis of seniority. Pre-emptions on the basis of seniority shall be made no less than forty-five (45) days before the date requested. However, vacation requests shall not be unreasonably denied.

Section 13.4. Vacation leave credited to the employee's vacation account on January 1 shall be used by the employee prior to the end of the same calendar year or such vacation leave shall be deemed forfeited. Exceptions to this provision may be made only due to extenuating circumstances as recommended by the Superintendent and approved by the Board.

Section 13.5. Upon retirement, separation, or death of an employee who has at least one (1) year of completed service and is on the active payroll at the time immediately preceding such retirement, separation, or death, any unused vacation accumulated shall be paid to the employee or to the estate of the deceased, as may be the case.

Section 13.6. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave, while in overtime status, or while the employee is on disciplinary suspension.

Vacation accumulation shall be pro-rated, based on the accumulation rates contained in Section 12.1, for any partial work periods.

ARTICLE 14

UNIFORM ALLOWANCE

Section 14.1. The Employer shall provide an annual uniform allowance for all bargaining unit employees. Such uniform allowance shall be payable as follows:

On or before March 15, 2011	\$275.00
On or before September 15, 2011	\$275.00
On or before March 15, 2012	\$275.00
On or before September 15, 2012	\$275.00
On or before March 15, 2013	\$300.00
On or before September 15, 2013	\$300.00

Section 14.2. No payment of uniform allowance shall be made during an employee's initial probationary period. Upon completion of an initial probationary period, a pro-rata clothing allowance shall be paid for the time period between the completion of such probationary period and the next regularly scheduled clothing allowance distribution.

Section 14.3. Employees who separate from employment for any reason within sixty (60) calendar days of any distribution of uniform allowance shall reimburse fifty dollars (\$50.00) of such payment to the Employer by payroll deduction from the employee's final pay check.

Section 14.4. Uniform allowance as provided for in this Article shall be used to purchase and maintain all required uniform items for the purpose of maintaining a neat and uniform appearance. Required uniform items shall be determined by the Employer. Uniform items and/or any pins, insignia, patches, etc. not required by the Employer may not be worn without the permission of the Employer.

Section 14.5. The Employer agrees to provide foul-weather gear for bargaining unit employees' use. The types and quantities of such gear shall be within the Employer's discretion; however, the Employer is required to provide each individual employee covered by this labor agreement only the following foul-weather gear items: waders, insulated outerwear (i.e., coats), bib overalls, rubber boots, gloves, and winter caps.

ARTICLE 15 **MEAL ALLOWANCE**

Section 15.1. Employees shall be paid meal allowance in accordance with City policy as established by ordinance and modified from time to time.

ARTICLE 16 **INSURANCES**

Section 16.1. Each full-time employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$10,000.00 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 16.2. The insurance carrier and/or the method of providing all insurance provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Union shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effect of such change.

Section 16.3. The Employer shall make a group health insurance plan available to all full-time bargaining unit employees subject to the following conditions:

- A. The Employer will pay ninety percent (90%) of the total monthly insurance premium for an employee only policy or eighty percent (80%) of the total monthly insurance premium for a family health insurance plan for the term of this Agreement.

The employee's share of the cost for health insurance shall be ten percent (10%) of the total monthly insurance premium for an employee only plan and twenty percent (20%) of the total monthly insurance premium for a family plan.

Payment of the employee's share of insurance premiums shall be made by payroll deduction.

- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the master contract with the carrier.
- C. If an employee or dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.
- D. Employees shall not be entitled to remuneration if they choose to not avail themselves to the health insurance coverage by the Employer. In order to be eligible for the Employer's contribution toward health insurance hereunder, the employee must agree to pay, via payroll deduction, the difference, if any, between the actual premium charged for the elected coverage and the Employer's contribution.

Section 16.4. The Employer shall participate in the City's insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follow:

- A. There shall be one (1) member and one (1) alternate selected by the bargaining unit to serve on the insurance task force. However, each bargaining unit shall have only one (1) vote regarding any decision requiring a vote of task force members.
- B. The task force shall meet on the third week in April, July, October and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.
- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.
- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote.

- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

ARTICLE 17

TRAINING AND EDUCATION

Section 17.1. When the Employer requires any bargaining unit employee to attend any school, class, training session, educational opportunity, etc., the employee shall have all hours spent in such training included in the employee's hours worked during the work period in which the training session occurs. Meal periods and other time in which the employee is not required to be in the classroom shall not be included as hours worked.

Section 17.2. When the Employer requires that a bargaining unit employee travel to any training or educational opportunity the employee shall have all required travel hours included in the employee's hours worked during the work period in which such travel occurs.

Section 17.3. The expenses for tuition, registration, fees, etc., of any training or educational opportunity required by the Employer shall be paid by the Employer.

Section 17.4. When an employee desires to participate in training or furtherance of the employee's education, on a strictly voluntary basis, solely at the employee's own initiative, and during non-working hours, the employee will be reimbursed by the Employer for the cost of tuition, books and course materials on the following conditions:

- A. Prior approval is received from the Employer in writing. Only those courses that directly relate to the furtherance of the employee's knowledge of the employee's job classification shall be considered by the Employer. Failure to approve shall not be subject to the grievance procedure.
- B. The course is successfully completed with a grade equivalent of a "C" or better or with a "certificate of completion."
- C. Reimbursement will be made upon presentation of paid invoices for reimbursable items.
- D. If the employee's service with the Employer is terminated by the employee's own volition within one (1) year of completion of the course, the employee shall return the Employer's total outlay of money for the training.

Section 17.5. Time spent by employees attending lectures, meetings, classes and training programs is not considered hours worked when all four (4) of the following criteria are met:

- A. Such time is spent outside normal working hours;
- B. Attendance by the employee is voluntary;

- C. *The lecture, meeting, class or training program is not directly job-related; and
- D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly job-related if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

*Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

ARTICLE 18

RESTITUTION FOR DAMAGE OF PROPERTY

Section 18.1. Where a bargaining unit employee supplies evidence that the employee sustained damage to personal property, which has been approved by the Employer or the employee could reasonably be expected to wear or have in the employee's possession during working hours, the Employer shall reimburse the employee for the costs of necessary repairs or replacement provided such damage was not the result of misuse or negligence on the part of the employee. The maximum cost for reimbursement shall be one hundred fifty dollars (\$150.00) per year, but no more than fifty dollars (\$50.00) per year for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 18.2. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement. Costs for eye examinations shall not be included.

Section 18.3. In the event of a loss of those items listed in Sections 18.1 or 18.2, reimbursement will be made in accordance with the established limits provided the loss is not the result of misuse or negligence on the part of the employee and provided the Superintendent is notified by the next regular work day and is able to verify such loss did occur.

ARTICLE 19

PERSONAL DAY LEAVE

Section 19.1. After completing one (1) year of service, full-time bargaining unit employees shall be granted three (3) personal days of leave each calendar year. Except as provided in Section 19.3, personal days must be taken in the calendar year in which they are earned.

Section 19.2. Personal day leave provided for in this Article must be requested as far in advance as possible, but no less than twenty-four (24) hours in advance of the requested date of leave use. If an

emergency situation prevents the advance notice described above, the Employer may grant the leave; however, the Employer may require documentation of the emergency before payment of the leave. Personal day leave may be scheduled in one (1) hour increments.

Section 19.3. Personal day leave as provided in Section 19.1 above shall not be granted to employees until they have completed one (1) year of continuous service with the Employer since their most recent date of hire. Upon completion of one (1) year of employment, an employee will be credited with three (3) personal days which must be used by the end of the same calendar year, unless the employee completed the first year of service after October 30. Employees completing their first year of employment after October 30 shall have until January 31 of the following calendar year to use the personal days credited in the previous calendar year.

Section 19.4. If a full-time bargaining unit employee uses sixteen (16) hours or less of sick leave from January 1 through December 31 of a calendar year, he or she shall receive one (1) personal day to be used between January 1 and December 31 of the following year.

For the purposes of this Section, sick leave taken while on FMLA leave shall not contribute toward the sixteen (16) hour sick leave requirement. Any personal day earned under this Section shall be subject to the provisions of Section 19.2 above.

Section 19.5. For purposes of this Article, sick leave that is donated to another employee under any leave donation program shall not count against the donating employee toward the sixteen (16) hour sick leave requirement, but it shall count against the receiving employee.

ARTICLE 20 **SICK LEAVE**

Section 20.1. Full-time bargaining unit employees shall accrue sick leave at the rate of .0577 of an hour for each hour worked and for each hour in active pay status except as otherwise provided herein. The maximum amount of sick leave an employee may accrue in any calendar year shall be one hundred twenty (120) hours. Sick leave shall not accrue while an employee is on any unpaid leave, layoff, disciplinary suspension or in overtime pay status. Sick leave shall continue to accrue while an employee is on sick leave but shall only be credited to the employee's sick leave balance if and when the employee returns to work.

Section 20.2. Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee's work assignment, and when such illness or injury is not job-related.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or child care situations.

- C. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.
- D. The extension of funeral leave as provided for in Article 23 of this Agreement.

Immediate family as used in this Article shall be limited to mother, father, son, daughter, spouse, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 20.3. When an employee is unable to report to work due to illness or injury, the employee shall notify the immediate supervisor or other designated person as soon as possible, but no less than thirty (30) minutes prior to the time the employee is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Superintendent or designee.

Section 20.4. Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer will determine whether or not the request for payment of sick leave benefits should be approved. The Employer may require the employee to furnish a statement from a licensed medical practitioner when the employee is absent for more than two (2) consecutive work days, whenever the Employer reasonably believes that there is sick leave abuse and/or excessive sick leave use, or in any other situation as allowed by contract or policy. Such statement shall include the nature of the illness or injury, the treatment given, and the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 20.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer.

The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 20.6. An employee who is credited with sick leave earned while employed by the City of Greenville and/or the Greenville Park Board may elect one of the following options annually with respect to accumulated sick leave credit:

- A. Carry forward the balance; or
- B. Receive a cash benefit. An employee who has sick leave credit earned while employed by the City of Greenville and/or the Greenville Park Board remaining as of October 31st of any year in excess of four hundred and eighty (480) hours may convert such sick leave credit in

excess of four hundred eighty (480) hours at the rate of one (1) hour of the employee's base rate of pay in effect as of the date of application for every three (3) hours of unused credit over four hundred eighty (480) hours, to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year.

- C. An employee selecting the option described in Section 20.6(B) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, by November 1 of each calendar year shall result in the automatic carry forward of any unused balance.
- D. Cash benefits will be paid the same pay period that includes December 1.
- E. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.
- F. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville and/or the Greenville Park Board, employees will be deemed to use the hours accumulated during their employment with Greenville Park Board prior to using any hours transferred from another employer (last in, first out).

Section 20.7. Payment for Accumulated Sick Leave Upon Voluntary Separation:

- A. Employees who have accumulated sick leave earned while employed by the City of Greenville and/or the Greenville Park Board may, at their request, be paid for a percentage of their accumulated balances upon voluntary termination from service to the Employer, other than upon retirement, at their last base rate of pay at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for those days between thirty (30) and one hundred twenty (120) to a maximum of forty-five (45) days of pay, based upon the employee's normal work day.
- B. In order to be eligible for the payment authorized by this Section, an employee shall have at least six (6) years of service with the Employer.
- C. An employee who voluntarily terminates employment with the Employer, and who is eligible for payment in accordance with the provisions of this Section, shall make written application for such payment as soon as possible, but no later than the date of such termination. Failure to make a timely application shall result in the forfeiture of the accumulated sick leave credit.
- D. Payments made pursuant to this Section shall be deemed to eliminate any future demands for payment for any remaining accumulated sick leave credit.
- E. Employees who are discharged from employment shall forfeit all rights to receive any payment of accrued but unused sick leave.
- F. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville and/or the Greenville Park Board, employees will be

deemed to use the hours accumulated during their employment with Greenville Park Board prior to using any hours transferred from another employer (last in, first out).

Section 20.8. Payment for Unused Sick Leave Upon Retirement:

- A. Upon qualifying for eligibility to receive public employment age and service retirement, and provided the employee has completed six (6) or more years of service with the Employer, an employee who, at the time of retirement from active service has thirty (30) to one hundred twenty (120) days of unused sick leave credit, may elect to be paid in cash for the value of the accrued but unused sick leave credit at the rate of one (1) hour of pay for every two (2) hours of accumulated balance, to a maximum of three hundred sixty (360) hours of pay. Payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.
- B. An employee who retires and elects to convert sick leave credit in accordance with this Section shall make written application for such payment prior to such retirement using a form issued by the Employer for such purpose.

Section 20.9. In the event of the death of an employee, the accrued but unused sick leave as defined in this Section shall be paid to the employee's designated beneficiary, or, in the absence of a designated beneficiary, to the employee's estate. Such compensation shall be at the employee's base rate of pay at the rate of one (1) day of pay for every two (2) days of accumulated balance, to a maximum of four hundred eighty (480) hours of pay. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 21
FAMILY AND MEDICAL LEAVE

Section 21.1. The parties shall follow the City of Greenville's policy on Family and Medical Leave, as amended from time to time. This article shall comply with the Family and Medical Leave Act of 1993, and the Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 22
INJURY LEAVE

Section 22.1. In the event of an occupational injury incurred as a direct result of performing an assigned function within the scope of the employee's authority, which injury is not the result of "horse-play", negligence, or intentional self-infliction by an employee, and upon the employee's application, the Employer may grant the employee Occupational Injury Leave (OIL) for a period not to exceed ninety (90) calendar days per injury as identified by the Ohio Bureau of Workers'

Compensation (OBWC) claim number. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. Upon written request of the employee, the Employer may grant extensions of the OIL in thirty (30) day increments. Failure to grant an extension shall not be subject to the grievance procedure.

Section 22.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 22.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for all OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 22.4. In lieu of granting OIL, the Employer may provide a transitional duty assignment within the limitations set by the employee's attending physician or other physician selected by the Employer. Failure of the Employer to assign an employee as outlined above shall not be subject to appeal through the grievance procedure.

Section 22.5. The Employer, at its option, may require the employee to take physical examinations by doctors selected by the Employer in matters relating to injury. Any such examination, if required by the Employer, shall be at the Employer's expense.

ARTICLE 23 **FUNERAL LEAVE**

Section 23.1. In the event of the death of a member of an employee's immediate family as defined in Section 20.2 of this Agreement, the employee shall be granted up to five (5) consecutive calendar days of leave without loss of pay to make the funeral arrangements, participate in visitations and attend the funeral.

Upon application, funeral leave in addition to the above shall be granted upon approval of the Superintendent. Such additional funeral leave shall be deducted from the employee's accrued but unused sick leave.

Section 23.2. Full-time employees shall be granted up to three (3) consecutive calendar days of leave without loss of pay including the date of the funeral in the event of the death of an employee's brother, sister, grandparent, grandparent-in-law, grandchild, aunt, uncle, nephew, niece, parent-in-

law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative who had been residing in the same household as the employee.

Upon application, funeral leave in addition to the above may be granted upon the approval of the Employer. Such additional funeral leave will be deducted from an employee's accrued but unused sick leave.

Section 23.3. Employees may use up to three (3) days of accumulated, unused sick leave in the event of the death of a step sibling, stepparent, or stepchild.

Section 23.4. Proof of death, relationship to the deceased and/or proof of attendance at the funeral may be required.

ARTICLE 24 **TEMPORARY TRANSFER**

Section 24.1. Employees assigned to perform work of a higher classification (i.e., Maintenance Supervisor) for five (5) consecutive days or more shall receive the pay of the higher classification for all time served in the higher classification during that assignment. Compensation shall be at that step in the higher classification which provides an increase of pay for the employee being plus-rated.

ARTICLE 25 **PROBATIONARY PERIOD**

Section 25.1. Every newly hired bargaining unit employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal.

Section 25.2. Employees promoted or transferred to a position outside the bargaining unit shall retain the right to return to their former position at their previous rate of pay during the first sixty (60) days of such probation period, in the event they do not successfully complete the probationary period established for their new position.

Section 25.3. Any employee promoted or transferred to a position within the bargaining unit shall serve a sixty (60) day promotional probationary period. Employees may be returned to their previous classification at their previous rate of pay anytime during their promotional probationary period for unsatisfactory performance as determined by the Employer.

Section 25.4. Employees may voluntarily elect to return to their previous position at their previous rate of pay during the first sixty (60) days of their promotional probationary period or anytime during the promotional probationary period that the previous position is vacant.

ARTICLE 26
RULES AND REGULATIONS

Section 26.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs and business.

Section 26.2. The Employer recognizes that no rules, regulations, policies or procedures shall be established that are in violation of any express terms of the Agreement or O.R.C. 4117.

Section 26.3. Except in emergency situations, the Employer shall send the Union notice at such address as designated by the Union five (5) days prior to the implementation of any new work rules, regulations, policies or procedures. The Employer also agrees to discuss any changes with the Union, if the Union so desires. This Section does not waive rights given to the Union by 4117 or by the Employer.

ARTICLE 27
DRUG/ALCOHOL TESTING

Section 27.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion that the employee is under the influence of or is abusing drugs or alcohol.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; a pattern of abnormal conduct or erratic behavior; arrest or conviction for a drug or alcohol-related offense; or facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Reasonable suspicion drug screening tests will only be ordered by the Superintendent or designee.

Section 27.2. All drug or alcohol tests shall be conducted in accordance with 49 CFR Part 40.

Section 27.3. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 27.4. If after the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who

participates in rehabilitation or detoxification program shall be allowed to use sick time, compensatory days and vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results for a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 27.5. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting after return to work from such program, the employee shall be subject to disciplinary action, including removal.

Section 27.6. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 27.7. The Department of Transportation, Federal Highway Administration rules on "Controlled Substances And Alcohol Use And Testing" (49 CFR 382 and all subsequent amendments thereto) shall apply to all employees in this bargaining unit who are required to hold a CDL. The procedures for testing are contained in "Department of Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40). The parties to this Agreement are bound by those rules, and may not modify, amend or ignore them; however, the Union recognizes the Employer's independent authority under those rules.

Section 27.8. Nothing in this Article shall be construed as requiring the Employer to continue employing any employee unable to perform the essential functions of the employee's position due to an alcohol or drug related problem or conviction.

Section 27.9. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

ARTICLE 28

SAFETY

Section 28.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 28.2. A Safety Committee shall be established as a fact-finding and communication vehicle only, and shall consist of at least one (1) bargaining unit employee appointed by the Union. The responsibilities of the committee are as follows:

- A. To review all health and safety complaints and make recommendations for corrective action;
- B. To review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;
- C. To convene as soon as practicable upon notice of a work refusal and perform the functions stated in Section 28.4;
- D. To recommend safety training programs and amendments, modifications or additions to the City of Greenville Safety Manual;
- E. To make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

Section 28.3. The Employer is responsible for correcting unsafe conditions or practices in the workplace. Should an employee believe an unsafe condition or practice exists in the workplace the employee shall notify the Employer. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established. The responsible supervisor shall note all reports or safety complaints and forward copies to the Superintendent and the Safety Committee.

Section 28.4. An employee acting in good faith may refuse to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in the employee's position. Any incident of work refusal will be reported to the supervisor who will determine what, if any, corrective action is necessary to eliminate or reduce a potential danger or hazard.

If the employee disagrees with the findings of the supervisor, the employee may request the matter be reviewed by the Safety Committee. The Safety Committee will be convened as soon as practicable. The employee may be assigned to alternative work pending the review by the Safety Committee. The Safety Committee shall review the situation and submit its recommendation(s) to the Superintendent who shall make a final determination. The recommendations of the Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance. An unjustified refusal to work may subject the employee to disciplinary action.

Section 28.5. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA regulations specifically require engineering and work practice controls. The equipment provided must meet the requirements of any applicable laws or standards. Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 28.6. Employee exposure records (Environmental Monitoring, Hazardous Material communications, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the records, or to the employee's designated representative. Employee medical records including Biological Monitoring shall be made available to the employee and to the employee's designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 28.7. In the interest of employee safety, the Employer agrees to reimburse those employees who wear prescription eyeglasses for one-half (½) the cost of a pair of prescription safety glasses, up to a maximum of one hundred seventy-five dollars (\$175.00). Employees will be eligible for such reimbursement once every two years. Costs for eye examinations are not included. If the prescription safety glasses are lost or damaged through the employee's negligence, the employee will be responsible for the cost of any replacement. Damage to the glasses which is not caused by negligence and which occurs in the active discharge of an employee's duties will be handled in the same manner as described in Section 18.2 of this Agreement. The Employer agrees to explore options with an eyeglass provider to make eyeglasses available to employees for a set price.

ARTICLE 29

LABOR-MANAGEMENT COMMITTEE

Section 29.1. In the interest of sound personnel relations between the Employer and the employees, there shall be a Labor-Management Committee. The Union may designate up to two (2) bargaining unit employees and one (1) staff representative to act as its representatives on the Committee. The Committee shall meet upon request of the other party to discuss matters of mutual concern, including but not limited to the administration of this Agreement, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

Section 29.2. Unless mutually agreed otherwise in advance, the Committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes.

Section 29.3. Upon request by either party, each party shall submit an agenda at least three (3) days in advance of the scheduled meeting.

ARTICLE 30

LAYOFF AND RECALL

Section 30.1. When the Employer determines that a layoff or job abolishment is necessary due to a lack of work or lack of funds, the Employer shall notify the affected employee(s) fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

Section 30.2. Layoff order shall be in the inverse order of seniority in pay range. Laid off employees may exercise their option to bump into a lower pay range, provided that their length of employment seniority is greater than the seniority of the employee who is being bumped, and provided that the laid off employee has the skills and ability to perform the work in the lower pay range. An employee

exercising the option to bump shall be paid at the lower pay range in accordance with the employee's seniority.

Section 30.3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Section 30.4. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the employee's period of layoff.

Section 30.5. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work that is in excess of the ten (10) day reporting period is otherwise specified in the notice. The time limits provided for in this Section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

ARTICLE 31 **SENIORITY**

Section 31.1. Employees shall be entitled to exercise their seniority rights only in accordance with specific terms and conditions as specified in this Agreement.

Section 31.2. Seniority shall be an employee's uninterrupted length of continuous service with the City of Greenville Park Board from the last date of hire. An employee shall have no seniority during the probationary period but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 31.3. Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months.
- D. Fails to report to work when recalled from layoff within the required time limits in the Layoff and Recall Article 30; or
- E. Retires.

Section 31.4. An approved leave of absence does not constitute a break in service provided the employee follows the proper procedure for such leave and returns to work at the conclusion of the authorized leave.

If an employee on an approved leave of absence fails to return to work at the expiration or cancellation of the leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, the employee shall be deemed to be absent without leave, and may be discharged.

ARTICLE 32 **VACANCY AND BIDDING**

Section 32.1. When the Employer determines a bargaining unit vacancy exists and wishes to fill the vacancy, the Employer shall post a notice of said vacancy on the bulletin boards. The notice shall be posted for ten (10) days. The notice will include the job classification, rate of pay, the shift, and location of the job. Those individuals who wish to be considered for the posted job must file a written application with the Employer within the ten (10) day posting period.

Section 32.2. All applications timely filed will be reviewed by the Employer. Selection for bargaining unit positions will be made on the basis of skill, experience, the ability to perform the work in question and previous work record. If the skill, experience, ability to perform the work and previous work record of two (2) or more applicants are equal, continuous seniority shall determine the selection for all full-time employees.

Section 32.3. Currently employed qualified individuals will be given first consideration for promotional positions within the bargaining unit before hiring from outside the current work force.

ARTICLE 33 **APPLICATION OF CIVIL SERVICE**

Section 33.1. Except as may be expressly provided for in this agreement, Sections 9.44, 124.01 through 124.56 of the Ohio Revised Code, the Ohio Administrative Code Chapters 123 and 124, local city ordinances, and any other civil service provisions related to a matter generally addressed within this agreement, shall not apply to employees within the bargaining unit. City ordinances and Employer rules addressing policy issues, where such policy does not conflict with an express provision of this agreement, shall continue to apply to bargaining unit employees.

Section 33.2. It is expressly understood that the Ohio Department of Administrative Services and the City of Greenville Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 33.3. Notwithstanding Section 2 above, the parties recognize that the conduct and grading of civil service examinations, the establishment of eligible lists from the examinations (as conducted by the City of Greenville Civil Service Commission), and original appointments (entry level) from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC.

Section 33.4. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 and 2 above, in accordance with the provisions of 4117.10(A) ORC, the following contract articles and/or sections thereof specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or the Ohio Administrative Code, as follows:

CONTRACT ARTICLE	SUPERCEDES/PREVAILS OVER
Article 6 , Discipline	ORC 124.03, 124.33, 124.34 OAC 124:1-31-01 through 124:1-31-04
Article 9, Hours of Work/Overtime	ORC 4111.03
Article 13, Vacations	ORC 9.44
Article 20, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391 OAC 123:1-32-03 through 123:1-32-10
Article 23, Funeral Leave	ORC 124.387, 123:1-34-09
Article 25, Probationary Period	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 30, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 31, Seniority	ORC 124.321 through 124.328

ARTICLE 34
BULLETIN BOARDS

Section 34.1. The Employer agrees to provide bulletin board space in the facility for use by the Union.

Section 34.2. All notices of any kind posted on the bulletin board shall be signed, posted or removed by the Union President or Vice President. Notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Recreational and social affairs;
- B. Notice of Union meetings;
- C. Notice of appointments to positions within the Union;
- D. Notice of Union elections;
- E. Results of Union elections;

- F. Reports of non-political standing committees and independent non-political arms of the Union; or
- G. Non-political publications, rulings or policies of the Union.

All other notices of any kind not covered by A through G above must receive prior approval of the Employer or the Employer's designated representative.

Section 34.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 34.4. Upon the request of the Employer or the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 35 **NO STRIKE OR LOCKOUT**

Section 35.1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Greenville, Ohio. Therefore,

- A. The Union agrees that neither it, its officers, agents, representatives nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or work slow down by its members.
- B. When the Employer notifies the Union by certified mail or telegram or personal delivery that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Union shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.
- C. The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee covered hereunder.
- D. In the event any employee or group of employees of the City of Greenville, Ohio, or of the City of Greenville Board of Park Commissioners engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to do their work.

Section 35.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 35.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 35.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or work stoppages.

ARTICLE 36
SAVINGS CLAUSE

Section 36.1. If any article or section of this Agreement shall later be declared invalid, unlawful, or unenforceable by reasons of any existing or subsequently enacted federal or state legislation, or by virtue of any judicial ruling, all other articles and sections of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 36.2. In the event of invalidation of any article or section for such reasons, the parties agree to meet within thirty (30) calendar days of the invalidation for the purpose of renegotiating said article or section.

ARTICLE 37
WAIVER

Section 37.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 38
WAIVER IN CASE OF EMERGENCY

Section 38.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Darke County, the federal or state legislature, the Mayor of the City of Greenville, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. any or all work rules and/or Agreements and practices relating to the assignment of employees within their department.

Section 38.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the emergency.

ARTICLE 39 **TERMINATION**

Section 39.1. Except as otherwise specifically provided in the respective articles herein, the provisions of this Agreement shall become effective January 1, 2011, and shall remain in full force and effect until 12:00 midnight on December 31, 2013.

Section 39.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto and such conference shall be held at a time agreeable to the parties.

ARTICLE 40 **COMMERCIAL DRIVER'S LICENSE (CDL)**

Section 40.1. Certain bargaining unit positions require a Commercial Driver's License (CDL) to be obtained for appointment to a position and retained as a condition of employment. The Employer shall not pay for any fees, expenses, etc., of the initial CDL license; however, the Employer shall pay the cost for the renewal of each employee's CDL. The provisions of Article 17 (Training and Education) do not apply to the obtaining of, or maintenance of, the CDL under this article.

Section 40.2. Any employee who fails to maintain the required license, or whose driver's license or CDL is suspended or subject to disqualification by any court or any state or federal administrative agency (e.g., Ohio BMV, etc.), shall immediately notify the Employer. Employees are not permitted to operate commercial motor vehicles during the license suspension or disqualification, regardless of whether the employee has been granted limited driving privileges. An employee who is out of service due to a license suspension or disqualification for less than thirty (30) days will be suspended without pay. If the suspension and/or disqualification period is for thirty (30) days or more, the employee may be terminated.

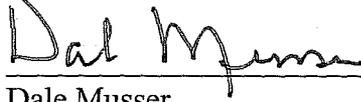
ARTICLE 41
SUBCONTRACTING

Section 41.1. The Employer has the right to subcontract work. When the Employer determines it is necessary to subcontract work, it shall notify the Union and any affected employee(s) fourteen (14) calendar days in advance of the effective date of the subcontracting. The Employer agrees that there will be no layoffs due to subcontracting in calendar year 2011 only.

SIGNATURE PAGE

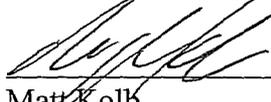
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 23rd day of June, 2011.

FOR THE CITY OF GREENVILLE
BOARD OF PARK COMMISSIONERS:

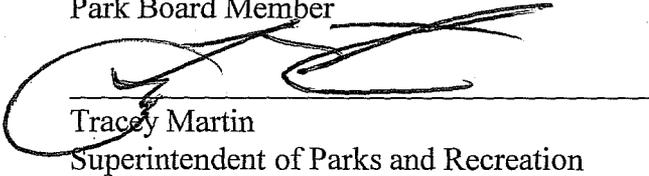


Dale Musser
Park Board President

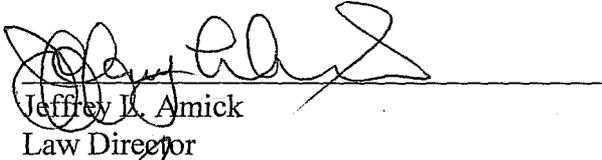
Kathy Beam
Park Board Vice President



Matt Kolb
Park Board Member



Tracey Martin
Superintendent of Parks and Recreation

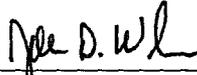


Jeffrey L. Amick
Law Director

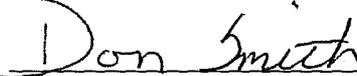


Brett A. Geary
Clemans, Nelson & Associates, Inc.

FOR LOCAL 3844-B, AFSCME, OC8,
AFL-CIO:



Joe Wilson
AFSCME Staff Representative



Don Smith



Joe Grice