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**AGREEMENT**  
**BETWEEN**  
**THE CELINA MUNICIPAL EMPLOYEE**  
**REPRESENTATIVE COMMITTEE (CMERC)**  
**AND**  
**THE CITY OF CELINA**

**EFFECTIVE:**  
**October 1, 2011 through September 30, 2014**

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## PREAMBLE

This Agreement, entered into by the City of Celina, hereinafter referred to as the "Employer" or "City," and the Celina Municipal Employee Representative Committee, hereinafter referred to as the "Union" or "CMERC" has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 1 CMERC RECOGNITION

**Section 1.1.** The Employer recognizes CMERC as the sole and exclusive representative of those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include only those non-FLSA exempt employees working full-time in a classification listed in Article 40, excluding management, supervisory, confidential, seasonal, casual, intermittent and part-time employees. CMERC shall not serve as bargaining agent for any other employees of the City of Celina.

## ARTICLE 2 NONDISCRIMINATION/GENDER

**Section 2.1.** Both the Employer and CMERC hereby agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, ancestry, religion, military status, disability and national origin. CMERC shall share equally with the Employer the responsibility of applying this provision of the Agreement.

**Section 2.2.** All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 3 CMERC REPRESENTATION

**Section 3.1.** The Employer shall recognize the CMERC President, Vice President, or Secretary for the purpose of processing grievances in accordance with the grievance procedure contained in this Agreement.

**Section 3.2.** CMERC shall provide to the Safety Service Director an official roster of its officers and department representatives which is to be kept current and shall include the following information: 1. name; 2. address; 3. home telephone number; 4. immediate supervisor's name; and 5. CMERC office held. No employee shall be recognized by the Employer as a CMERC officer or department representative until the CMERC President has presented the Safety Service Director with written certification of that person's selection.

**Section 3.3.** The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. CMERC officers and other department

representatives shall be required to notify their supervisor before leaving the work area, and inform said supervisor of the need to conduct CMERC business.

**Section 3.4.** CMERC agrees that no CMERC member shall interfere, interrupt or disrupt the normal work duties of other employees. CMERC further agrees not to conduct CMERC business during working hours except to the extent specifically authorized herein. CMERC's department representatives shall be permitted to meet for one (1) hour each month without loss of pay, to discuss safety and other labor relations issues which they wish to have the CMERC officers bring to the attention of the Employer.

**Section 3.5.** The City shall allow CMERC officers reasonable use of the Employer's interoffice mail system in order to deliver communications to the Employer or CMERC members who currently possess a mailbox.

**Section 3.6.** The City shall provide one (1) copy of the contract to each employee represented by CMERC. The City shall also provide an electronic copy, in Microsoft Word, of the contract to the CMERC President.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 4.1.** The Employer agrees to deduct CMERC membership dues, fees and assessments in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their initial probationary periods.

**Section 4.2.** The Employer agrees to deduct regular CMERC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed Dues Deduction Authorization Form (See Appendix A) must be presented to the Employer by the employee. Employees can also elect to use the Payroll Deduction Form and pay biweekly. Upon receipt of the proper authorization, the Employer will deduct CMERC dues using the method chosen by the employee, from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization or Payroll Deduction Form was received by the Employer. The employee may revoke the dues deduction authorization only upon written notice to the Employer. Upon receipt of an employee's written request to cease dues deduction, the Employer shall send a copy of the written request to the CMERC secretary and cease making such deductions within thirty (30) calendar days.

**Section 4.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of CMERC dues. CMERC 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 CMERC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of CMERC.

**Section 4.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than

one covered by the bargaining unit; 3) revocation of the dues deduction or payroll deduction authorization in accordance with the terms of this Agreement; or 4) resignation by the employee from CMERC.

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

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

**Section 4.7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of CMERC during August of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

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

**Section 4.9.** If CMERC fees are collected in accordance with the dues deductions authorization, CMERC shall be required to pay a service fee of one dollar (\$1.00) per employee per month to the Employer to offset the cost of providing payroll deductions. No fees will be collected when the Payroll Deduction Form is used to directly deposit dues into CMERC's account.

## **ARTICLE 5**

### **GRIEVANCE/ARBITRATION PROCEDURE**

**Section 5.1.** The term "grievance" shall mean an allegation by a bargaining unit employee 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 the Agreement nor those matters not covered by this Agreement. This article shall not be used by a probationary employee to appeal disciplinary actions or a termination of employment.

**Section 5.2.** If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of a specific matter (limited to Workers' Compensation, Unemployment Compensation, such matters may not be made the subject of a grievance and may not be processed as such. The employee and the union representative may meet with the Safety Service Director in an effort to resolve the matter prior to any appeal to the agencies referred to above.

**Section 5.3.** All grievances must be presented at the proper step in order to be considered at subsequent steps. Any employee 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 which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Any

grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

**Section 5.4.** It is the mutual desire of the Employer and CMERC to provide for prompt adjustment of grievances, with a minimum amount of interruption of work schedules. Every responsible effort shall be made by the Employer and CMERC to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1. Department Head/Supervisor:** In order for an alleged grievance to receive consideration under this procedure, the grievant must present the alleged grievance in writing to the employee's Department Head/Supervisor within seven (7) calendar days of the occurrence that gave rise to the grievance. The Department Head/Supervisor shall investigate and provide a written answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

**Step 2. Safety-Service Director:** If the grievance is not resolved in Step 1, the employee with the President, Vice President, or Secretary, if the employee desires, shall, within seven (7) calendar days of the supervisor's answer, present the grievance to the Safety-Service Director. The Director shall have seven (7) calendar days in which to schedule a meeting, if the Safety-Service Director deems such necessary, with the aggrieved employee and, if the employee desires, the President, Vice President, or Secretary. The Director shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date.

**Step 3. Arbitration:** If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of CMERC in accordance with this section of this article.

CMERC, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of CMERC to request arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon the receipt of a notice to arbitrate, the Employer and a CMERC officer shall, within ten (10) calendar days of the demand for arbitration, jointly request the Federal Mediation and Conciliation Service to submit a list of nine (9) impartial arbitrators from the state of Ohio who are members of the National Academy of Arbitrators. Within fourteen (14) calendar days following receipt of the list of arbitrators, the parties shall select the Arbitrator by alternately striking of names from the list until one (1) name remains. Each party may reject a list of arbitrators and request a second panel of arbitrators. The party rejecting a panel of arbitrators and requesting a second list shall be responsible for any filing fee required. The parties shall equally share the cost in obtaining the initial arbitrator panel list.

- B. The Arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement. The Arbitrator shall be without power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.
  2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, written policy rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
  3. Concerning the establishment of wage rates on new or changed jobs, or change in any wage rates.
  4. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
  5. Granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.
- C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance, on the grounds that the matter is nonarbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will then be heard on its merits before the same arbitrator on the same day.
- D. The decision of the Arbitrator, resulting from an arbitration of grievances hereunder, shall be in writing and sent to the Employer, the spokesperson, and the grievant. In the event of a monetary award, the Arbitrator shall be required to limit any retroactive settlement to the date the grievance was first presented to the Employer. The decision of the Arbitrator shall be final and binding upon the Employer, CMERC, and the grievant.
- E. The cost of the services of the Arbitrator, shall be borne equally by both parties in any arbitration regarding an appeal of discipline. In all other cases, the cost of the services of the Arbitrator shall be borne by the losing party except in the case of a split decision, in which case the Arbitrator shall also decide how costs shall be split.

**Section 5.5.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed:

4. Date grievance was filed;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incidence giving rise to the grievance;
8. Specific articles and sections of the Agreement violated;
9. Desired remedy to resolve the grievance.

**Section 5.6.** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting the several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance form.

## **ARTICLE 6**

### **WAIVER OF CIVIL SERVICE/SEVERABILITY**

**Section 6.1.** The parties agree that no section of the City of Celina Civil Service Rules and Regulations, the Ohio Administrative Code Chapters 123 and 124, or Ohio Revised Code Sections 124.01 through 124.56, 4111.03 and 9.44 shall apply to bargaining unit employees. It is expressly understood that the City of Celina Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**Section 6.2.** If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute or federal, state, or constitutional provision, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 6.3.** The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

**Section 6.4.** It is expressly understood that matters addressed in this labor agreement are terms and conditions of employment negotiated in good faith between CMERC and the City of Celina, Ohio.

## **ARTICLE 7**

### **NO STRIKE/NO LOCKOUT**

**Section 7.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and CMERC recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Celina.

**Section 7.2.** CMERC agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of Employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies CMERC that any of its members are engaged in any such strike activity, as outlined

herein, CMERC shall immediately, conspicuously post notice over the signature of an authorized representative of CMERC to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should CMERC fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies and recovering financial damages where appropriate. Any employee failing to return to work after notification by CMERC as provided herein, or who participates in, or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

**Section 7.3.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement so long as employees do not violate Section 7.2 of this Article.

**Section 7.4.** 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 job action as described in Section 7.2 above.

## **ARTICLE 8**

### **LABOR-MANAGEMENT MEETINGS**

**Section 8.1.** In the interest of sound labor-management relations, upon notification by CMERC and at a mutually agreeable date and time, the Employer shall meet with not more than two representatives of CMERC to discuss labor-management relationships.

**Section 8.2.** The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify CMERC of changes made by the Employer which affect bargaining unit members of CMERC.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to improve the delivery of city services.
- F. To consider and discuss health and safety matters relating to employees.

**Section 8.3.** It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 9**  
**MANAGEMENT RIGHTS**

**Section 9.1.** The Employer reserves and retains the right to direct, manage and control the functions of the work force, except to the extent that this Agreement specifically provides to the contrary.

This includes, but is not limited to the right to plan, direct and control operations; to determine when work is to be performed; to determine, alter, revise, change or eliminate any or all means, methods, processes, materials, and schedules of operation; to determine the existence, number, composition and size of crews; to determine or change the duties of jobs; to determine the location or relocation of departments or operations; to establish standards and to what extent the work required in its operation shall be performed by employees between jobs and shifts in order to maintain efficient operations; to hire, discipline, suspend or discharge for cause, layoff, transfer, promote or demote; to make and enforce reasonable rules except to the extent that this Agreement specifically provides to the contrary.

**Section 9.2.** Should the Employer fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way. Rights not specifically stated in this Agreement shall remain the exclusive function of the Employer.

**Section 9.3.** The Employer shall provide the CMERC President with a copy of the Personnel Policy and Procedure Manual and position descriptions for all positions represented by CMERC.

**ARTICLE 10**  
**LAYOFF AND RECALL**

**Section 10.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) days in advance of the effective date of layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from CMERC, agrees to discuss, with representatives of CMERC, the impact of the layoff on bargaining unit employees.

**Section 10.2.** The Employer shall determine in which classification(s) and in which work section(s) layoffs will occur. Part-time, temporary, seasonal, intermittent, or probationary employees in the same classification affected by the layoff shall be laid off before any full-time employee. Within each classification affected, employees will be laid off in accordance with their length of continuous service within the affected occupational classification series and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority within the affected occupational classification series will be laid off first.

**Section 10.3.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse

order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled at the time of recall.

**Section 10.4.** Employees shall be reinstated, without loss of previously accrued seniority, at the same pay rate which the employee was earning at the time of the layoff. An employee who is laid off from employment with the City does not lose the employee's previously accrued seniority, however the employee will not gain any additional seniority during the period of the lay off.

**Section 10.5.** Notice of recall shall be sent to the employee by certified or registered mail with a copy to CMERC. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 10.6.** The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Safety Service Director of intent to return to work and shall return to work on the date and time specified on the notice unless a different date/or time is agreed to by the Safety Service Director.

## **ARTICLE 11** **NEW HIRES**

**Section 11.1.** A newly appointed employee shall normally be assigned to the Starting (S) Step of the employee's classification pay range. Upon successful completion of probation, the employee will be advanced to the next step of the pay range, and shall thereafter advance one (1) additional step each anniversary year until the maximum rate assigned to the range is reached.

**Section 11.2.** Where the newly hired employee has outstanding job related qualifications or skills, the Safety Service Director may choose to initially assign the new employee to a rate higher than the starting step. This will assist the City in recruiting and retaining exceptionally qualified job applicants. In no case, except as specified below, shall an employee be hired into a rate above Step C of the range. Also in no case, shall the City assign either a new or current employee to a pay range other than the pay range designated for the employee's assigned classification.

**Section 11.3.** If a former employee is reemployed in a classification which the employee previously held with the City of Celina, the Safety Service Director may make an appointment at the same pay step which the employee had been receiving at the time of separation of service; insofar as that rate is at or below the maximum rate assigned to the employee's classification.

## **ARTICLE 12** **PROBATION**

**Section 12.1.** Every person entering City service shall be required to successfully complete a probationary period of one hundred twenty (120) calendar days. The probationary period shall begin on the first day the employee begins to perform work for the Employer.

**Section 12.2.** Supervisors shall use the probationary period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to jobs and the City service. Supervisors shall recommend retention of only those employees who meet acceptable standards during the probationary period.

**Section 12.3.** A probationary period employee may be separated at any time during the probationary period. Employees in their initial probationary period may be disciplined or terminated any time during their probationary period without appeal of the discipline or termination to the grievance procedure or Civil Service Board.

**Section 12.4.** Upon mutual written agreement, the parties may agree to extend the probationary period once for a period not to exceed ninety (90) calendar days.

**Section 12.5.** An employee will be required to successfully complete a probationary period for any newly appointed position outside the employee's current occupational classification series. Occupational classification series shall be defined as a group of positions which have the same occupational title but different numerical designations (e.g. Account Clerk I, II, & III). The probationary period shall begin on the effective date of the appointment and shall continue for a period of ninety (90) calendar days. Any employee who evidences unsatisfactory performance may be returned to the employee's former position at anytime during said probationary period with no loss of seniority.

## **ARTICLE 13**

### **VACANCIES/PROMOTION**

**Section 13.1.** Vacancies within the bargaining unit shall be filled, with primary consideration given to the promotion of current full time employees. However, this does not prohibit the City from hiring outside applicants. The City shall post internally, for seven (7) calendar days and advertise externally, announcements of bargaining unit vacancies which occur or become imminent within the organization, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position, and except in those cases where an eligible list is provided by the Civil Service Commission. Such postings shall be made in all City departments. During the seven (7) calendar day posting period, any qualified employee or external applicant wishing to apply shall submit a written application to the Employer or designee. The Employer or designee shall not be obligated to consider any applications submitted after the close of the posting period. The Employer shall evaluate the applicants based upon any job related qualification deemed appropriate.

If two or more of the most qualified employees are determined by the Employer or designee to be equally qualified, the Safety Service Director or designee shall promote the more senior of the two based on total seniority. Should no applicant be deemed qualified, the Safety Service Director may repost and re-advertise the vacancy(ies).

**Section 13.2.** Any employee appointed or promoted to a higher classification within the same occupational classification series (e.g., Meter Reader I & II) shall advance to the minimum (A) step of the range assigned for that class except in the case of overlapping ranges when the promoted employee shall be increased to that range at the step immediately above the

employee's current salary. However, no increase shall be granted to a level above the maximum rate established for the pay range. Employees appointed or promoted to a different occupational classification series shall normally be assigned to Step A of the range. If the Employer determines that the employee has outstanding job related qualifications or skills, the Safety Service Director may choose to initially assign the employee to a rate higher than Step A but not above Step C.

## **ARTICLE 14** **DEMOTION**

**Section 14.1.** A demotion is the act of reduction of any employee to a classification which requires less skill, knowledge and ability and requires performance of less complex and less responsible work than the employee was required to perform in the employee's previous position. A demotion also involves reducing the employee to a lower pay range.

**Section 14.2.** Demotion may occur because: (1) an employee has exhibited an inability or unwillingness to handle duties and responsibilities; (2) for disciplinary reasons; or (3) as a result of a reduction in force. A promoted employee who is unable to handle the increased duties and responsibilities of a promoted position may request a voluntary demotion anytime during the promotional probationary period. Voluntary demotions may also be utilized to accomplish a reasonable accommodation under the Americans with Disabilities Act. Regardless of the reason, the employee shall always be assigned to that pay range assigned to the employee's new classification. The exact rate shall be determined by the Safety Service Director but such rate shall never exceed the amount the employee was making in the classification from which the employee was demoted.

## **ARTICLE 15** **TEMPORARY ASSIGNMENTS**

**Section 15.1.** A temporary assignment is defined as the assignment of an individual employee to a classification different from the employee's current classification, which has substantially different duties than the employee would normally perform. A temporary assignment shall be affected by the Safety Service Director to meet the operational needs of the Department due to illness, emergencies or special circumstances, and shall not be utilized for disciplinary purposes. Temporary assignments shall be for six (6) to ninety (90) consecutive work days. For assignments of less than six (6) consecutive work days, employees shall maintain their regular classification unless they substantially take on all the demands and responsibilities of the position to which they are placed, in which case they shall receive at least the minimum pay for that classification. When the need for the employee's services in the position in which the employee is transferred have expired and/or at the end of the ninety (90) day time period, the employee shall return to the employee's regular classification, position, and salary rate.

**Section 15.2.** Any employee temporarily assigned to a position with a lower rate of pay shall not be reduced in pay unless such temporary assignment is done at the request of the employee or due to the employee's inability to perform the essential functions of the employee's current position. An employee assigned to a classification with a higher rate of pay for six (6) or more consecutive workdays, shall be temporarily entitled to the minimum rate of the range to which

the employee is temporarily assigned, or to the step immediately above the employee's current salary, whichever is greater. In no event, however, will an employee receive a rate higher than the maximum rate for the class to which the employee is temporarily assigned.

**Section 15.3.** Benefits of the employee's normally assigned class shall apply during the employee's temporary assignment. The provisions of this Article shall not apply to demotions.

## **ARTICLE 16** **TRANSFER**

**Section 16.1.** A transfer is defined as the movement of an employee from one position to another where there is no change in classification. Therefore, employees who are transferred shall receive no increase or decrease in pay as a direct result of such transfer.

## **ARTICLE 17** **RECLASSIFICATION**

**Section 17.1.** Whenever an employee's position is reclassified; the employee shall be assigned to the pay range designated for the employee's new classification. The employee's pay rate shall remain the same as a result of such action, except in the case where the employee's pay rate is below the minimum for the assigned range or above the maximum. In such cases, the employee's pay rate shall be adjusted up to the minimum (S Step) of the range or down to the maximum (J Step) of the range, whichever is appropriate.

## **ARTICLE 18** **RESIDENCY POLICY**

**Section 18.1.** City employees are encouraged to reside within the City, however, residency will be required only in accordance with applicable law.

## **ARTICLE 19** **ABSENCE FROM WORK**

**Section 19.1.** Absence from scheduled work is permitted for the following reasons: approved vacation, holidays, sick leave, or an approved leave of absence; otherwise, an employee will be considered absent without leave and will be subject to appropriate disciplinary action.

## **ARTICLE 20** **ABSENTEEISM DUE TO INCLEMENT WEATHER**

**Section 20.1. Inclement Weather.** When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to require the closing of City facilities, employees are encouraged to make every reasonable attempt to report to work as scheduled. Employees will be compensated in the following manner when these type of weather conditions exist:

- a. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
- b. Employees scheduled to work who make a reasonable attempt to report to work but are unable to report due to the weather conditions, shall notify their Department Head regarding their situation as soon as possible. Such employees shall be permitted to use accrued vacation or personal leave time to cover the period of absence. If the employee has no vacation or personal leave available, the employee may request a personal leave of absence without pay to cover the period of absence, subject to the approval of the Department Head.
- c. Employees who fail to report during inclement weather conditions without notifying their Department Head of their situation, will be charged as being absent without approved leave.

**Section 20.2. Weather Emergencies.**

- A. The Mayor may declare a weather emergency based on information provided by, but not limited to, the following:
  1. Road condition information from police patrol units;
  2. Road condition information from the Department Heads;
  3. Weather forecast information provided by the National Weather Service; and
  4. Observable current conditions.
- B. The Mayor will declare a weather emergency when some or most City streets are impassable to regular vehicle traffic and City streets are closed to non-emergency traffic.
- C. In cases when weather conditions are severe enough to cause the Mayor to declare a weather emergency and officially close City offices, departments, and/or non-continuously-operating City facilities, the following procedures shall apply:
  1. Employees who were scheduled to work but were unable to do so because the office, department, or facility in which they work was closed, shall be paid for all hours not worked due to such closure. If the Mayor lifts the declared emergency during the employee's work shift, the Employer shall publicly announce on the local radio station the reopening of City offices and the employee shall be required to report for work if two (2) or more hours remain on the employee's regular shift, unless the employee requests and has approved other accrued paid leave.
  2. Employees working during a weather emergency declared by the Mayor shall be paid their regular hourly rate for all hours worked plus receive, hour for hour, an

additional hour of pay for each non-overtime hour worked on their regular shift during the period declared by the Mayor.

3. Overtime will be paid only if the actual hours worked qualify. Paid non-work time shall not be counted as hours worked when computing overtime.

**Section 20.4.** The Employer may offer to transport essential employees in order to deal with the weather emergency or to adequately staff continuous-operations during a declared weather emergency. Such employees shall be required to accept such transportation and to report to work. Any employee refusing Employer provided transportation during inclement weather or during a weather emergency, shall be considered absent without approved leave, be subject to disciplinary action, and shall receive no form of compensation from the Employer during such absence.

**Section 20.5.** Employees who make a concerted effort to report to work during inclement weather or during a declared weather emergency will be given reasonable consideration should they arrive late due to the weather conditions.

**Section 20.6.** Employees already on previously authorized leave when a weather emergency is declared shall remain on such leave and not be eligible for any benefits provided by this Article, since they were not available to report for work. However, employees on previously authorized leave may contact their Department Head and request to cancel their leave and report to work. Cancellation of leave shall be subject to approval of the Department Head.

## ARTICLE 21

### PERSONAL LEAVE OF ABSENCE WITHOUT PAY

**Section 21.1.** A leave of absence without pay for a period not to exceed thirty (30) days may be granted subject to prior approval by the Safety-Service Director considering whether the employee can be spared from the employee's job duties for the period of such leave without the necessity of a replacement. The employee shall not engage in gainful employment, either in the services of another employer or through self-employment during such leave of absence. All other paid leave must be exhausted first. Full credit for continuous service shall be given, however, employees will not accrue sick leave, vacation leave or be entitled to any other Employer provided benefits except as mandated by the FMLA while on an unpaid leave of absence.

**Section 21.2.** Subject to the FMLA, the following regulations shall be applicable to leaves of absence without pay:

- A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Safety Service Director or designee will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to approval of the Safety Service Director. Except for emergencies, employees will advise the Safety Service Director thirty (30)

days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to an equivalent position if the employee's former position no longer exists.
- D. An employee may return to work before the scheduled expiration of leave, if requested by the employee and agreed to by the Safety Service Director. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned.
- E. The Employer may require the employee to report periodically to the Employer on the status and intention of the employee to return to work.

## **ARTICLE 22**

### **CIVIL DUTY LEAVE**

**Section 22.1. Civil Duty Leave.** The Employer shall grant a paid leave of absence at the employee's regular hourly rate when an employee is summoned for jury duty or subpoenaed as a witness in court during the employee's regular working hours. All compensation received from the court for such duty shall be submitted to the Employer unless such duty is performed totally on the employee's benefit leave time or a non-work day.

**Section 22.2.** An employee released from jury or witness duty shall report to work if two (2) or more hours remain in the employee's scheduled workday.

**Section 22.3.** An employee must give notice to the Department Head prior to the civil duty leave in order for such leave to be granted. The Employer may require verification of the civil duty performed by the employee prior to authorizing payment for such leave.

**Section 22.4.** The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, secondary employment, appearing as directed with a juvenile, custody, or other matters in which the employee has a direct or indirect personal interest.

**Section 22.5.** Whenever it is necessary for an employee to appear in court as part of the employee's official duties, while not on regular duty, the employee shall receive compensation of either, a minimum payment for two (2) hours at regular rate of pay, or one and one-half (1 ½) times the employee's regular rate of pay for actual time worked, whichever is greater.

## **ARTICLE 23**

### **MILITARY LEAVE**

**Section 23.1.** Employees who are members of the Ohio National Guard, or members of other reserve components of the armed forces of the United States are entitled to military leave of

absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed twenty-two (22) eight (8) hour work days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

**Section 23.2.** Employees are required to submit to the Department Head an order or statement from the appropriate military commander as evidence of military duty before military leave with pay can be granted. There is no requirement that the service be in one continuous period of time.

**Section 23.3.** Employees who are called or ordered to uniformed services for more than twenty-two (22) workdays or one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code shall be entitled, during the period designated in such order or act, to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or \$500 for each month of uniformed service.

## **ARTICLE 24**

### **FUNERAL LEAVE**

**Section 24.1.** Each employee shall be entitled to use up to five (5) days of sick leave for a death in the employee's immediate family, as defined herein. For purposes of this article, immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or other person living in the employee's house and under the employee's direct care and custody. Each employee shall be entitled to use one (1) day of sick leave for a death of the employee's aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent-in-law. The employee may be required to attach a copy of the family member's obituary, or other proof of death, and submit the request to the employee's supervisor. Sick days used for funeral leave will not be considered when determining bonus personal leave which is awarded for limiting the use of sick leave.

**Section 24.2.** Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the funeral unless approved by the Safety Service Director.

**Section 24.3.** Upon approval of the Safety Service Director, employees may be granted additional days of accrued, but unused, sick leave to extend funeral leave.

**Section 24.4.** Personal leave, vacation, or an approved leave without pay for up to eight (8) hours may be approved by the Safety Service Director for an employee attending the funeral of a relative or friend not included above.

**ARTICLE 25**  
**TRAINING PROGRAMS**

**Section 25.1.** The City will establish work related training programs for each Service Department. The suggestions and recommendations of the employees will be taken under consideration in the formation of these programs through the Labor-Management meeting process. The cost of approved programs which employees are required to attend will be reimbursed by the City upon the employee's successful completion of the program.

**Section 25.2.** Employees shall be reimbursed for the cost of training programs designed to assist employees in obtaining a level one certification in the employee's current classification. Reimbursement for training costs will be made for the following:

- Wastewater Collection I
- Water Distribution I
- Wastewater Treatment Operator I
- Water Treatment Operator I
- Lab Certification (Chemical and Bacteriological)
- Herbicide/ Pesticide Applicator's License

The Employer agrees to reimburse employees in the Electrical Department for Lineman I through Lineman IV Schools.

The Employer will reimburse employees for CEU training mandated by the State of Ohio in order for employees to maintain their current level of certification or licensing.

Other licensing requirements required by state law in order for an employee to become or remain qualified to perform the employee's job, shall be the responsibility of the employee. Training designed to elevate an employee above a level I certification, to a higher paying position within an occupational series, shall be paid by the Employer only after the employee has completed a full year of service at the previous level of certification.

If the employee fails to successfully complete the program, leaves the classification series, or terminates employment with the City for any reason, within three (3) years of obtaining any City funded certification, the employee shall be required to reimburse the entire cost of such training to the City (e.g., an employee, nine months after obtaining a Water Distribution Class II certification, transfers to a Wastewater Plant Operator position, employee owes City cost of Class II training.)

**Section 25.3.** Whenever it is necessary for an employee to attend work related or mandatory training courses as part of the employee's required job duties, such actual training time shall be considered as hours worked and be paid at the applicable rate of pay.

**ARTICLE 26**  
**HEALTH AND SAFETY**

**Section 26.1. Mutual Concern.** Occupational safety and health is the mutual concern of the Employer, CMERC, and the employees. CMERC will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

**Section 26.2. Compliance.** The Employer and employees shall strive to comply with applicable federal, state and local safety laws, rules and regulations and departmental safety rules and regulations.

**Section 26.3. Equipment.** Whenever safety devices and personal protection equipment are provided by the Employer, the employee shall be required to use and care for them.

**Section 26.4. Unsafe Conditions.** All employees shall immediately report any unsafe conditions to their immediate supervisor. Danger of loss of life or serious physical injury may be the basis for refusal to perform a task, however, unreasonable refusal to work may subject an employee to disciplinary action. If the supervisor does not abate the problem, the matter should then be reported to the Safety Service Director. The supervisor and the Safety Service Director, or designee, shall determine if a safety problem exists, attempt to abate the problem if one does exist, and will notify the employee or the employee's representative of the Employer's decision in writing within five (5) working days.

**Section 26.5. Injuries.** All injuries shall be reported to the employee's supervisor via a First Report of Injury form within 24 hours of the occurrence of the injury.

**Section 26.6. Safety Committee.** A Safety Committee representing both CMERC and administration shall be established with a representative of CMERC from each department and administration represented by the Safety Service Director and no more than four Department Heads.

**ARTICLE 27**  
**SAFETY WEAR AND EQUIPMENT**

**Section 27.1.** Safety wear and equipment items to be furnished by the City are listed in the City of Celina Personnel Policy and Procedure Manual. No employee shall use or permit the use of any City equipment or facilities under the employee's control for any purpose other than official use, except with permission of the Safety-Service Director.

**Section 27.2.** These items can be purchased by Department Heads or by employees, whichever is most practical, with approval of Department Heads. If purchased individually, a reimbursement form with the paid invoice should be submitted. Only reasonable costs will be approved. The employee should check with the employee's Department Head before purchasing. Worn or damaged items will be replaced according to this approved list.

**ARTICLE 28**  
**CORRECTIVE ACTION**

**Section 28.1.** A non-probationary bargaining unit member shall not be reduced in pay or position, suspended or discharged except for just cause. Forms of disciplinary action, but not necessarily the order of discipline, are:

- A. Verbal Warning;
- B. Written Reprimand;
- C. Suspension, Demotion, or Fine;
- D. Termination.

**Section 28.2.** Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions: The employee shall be apprised of the nature of the suspected misconduct as it is known at the time and be given the opportunity to have a CMERC representative present. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty. Either party may tape record the pre-disciplinary conference or investigative interview.

**Section 28.3.**

- A. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's Personnel Policy and Procedure Manual.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The City agrees to fairly and equitably discipline employees. All discipline shall be carried out in a private and businesslike manner.
- C. It shall be grounds for dismissal for an employee to seek or receive compensation or personal favors from any source other than the City in connection with the carrying out of official duties and responsibilities.

**Section 28.4.** Whenever the Employer or Employer's designee determines an employee may be disciplined for just cause (including all suspensions, reductions or terminations), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. This provision does not apply to letters of counseling or written reprimands which may be appealed only through step 2 of the grievance procedure.

**Section 28.5.** Predisciplinary conferences will be conducted by a hearing officer who may be the Safety Service Director or a designee selected by the Safety Service Director from those supervisors not directly in the employee's chain of command or some other neutral person.

**Section 28.6.** No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which

may be the basis for disciplinary action. 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 a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference.

**Section 28.7.** At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee may be represented by a CMERC representative. The employee shall provide a list of witnesses to the hearing officer not later than four (4) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the conference. If requested, at the conference, the affected employee or the employee's representative will be provided access to all evidence in the possession of the Employer.

**Section 28.8.** The employee or the employee's representative will be permitted to confront and cross examine any witnesses present at the predisciplinary conference. A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct occurred. A copy of this report will be provided to the employee and a properly documented copy placed in the employee's personnel file within five (5) days of its preparation.

**Section 28.9.** Any employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. In lieu of a leave without pay, an employee may use accrued but unused vacation and personal leave time during such leave.

An employee found guilty by a trial court of a felony shall be summarily discharged.

Where the charges are reduced to a misdemeanor the employee may be disciplined pursuant to the terms of this Article and any paid leave time used shall remain deducted from the employee's leave balances.

If the employee is found innocent of the charges, the employee shall be returned to the position with no loss of pay or benefits and any paid leave time used shall be restored.

The Employer shall continue to pay its share of the employee's insurance premiums during any portion of the leave covered by vacation or paid personal leave.

**Section 28.10.** Employees may be given a polygraph examination and/or voice stress analyzer examination only if they are the primary focus of an investigation, a known witness to an incident, or at the employee's written request directly to the Safety Service Director. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

**Section 28.11.** In cases where a suspension of fifteen (15) days or less has been imposed on a bargaining unit employee, the Employer may offer the employee, solely at the Employer's discretion, one (1) of the following options:

1. Continue working, but forfeit accrued vacation time or personal leave in lieu of serving a suspension without pay. The forfeiture shall be one (1) hour of accrued leave for each hour of the proposed suspension.
2. A suspension without pay.

Regardless of which of the above options applies, the suspension shall constitute corrective action of record and shall have the same force and effect as a suspension without pay for purposes of future disciplinary actions. A record of such action shall be placed in the employee's personnel file.

The forfeiture of accrued leave shall constitute the final resolution of the corrective action and shall not be subject to appeal.

**Section 28.12.** Records of suspension shall cease to have force and effect thirty (30) months after their effective date, providing there are no intervening disciplinary actions taken during such time period. Verbal warnings shall cease to have force and effect twelve (12) months after their effective date and written reprimands eighteen (18) months after their effective date; providing there are no intervening disciplinary actions taken during such time periods.

## **ARTICLE 29**

### **TRAVEL EXPENSES AND OTHER REIMBURSEMENTS**

**Section 29.1.** Travel expense reimbursement shall be as follows:

- A. When an employee is authorized to use a private automobile in the performance of City duties, the rate shall be four cents (4¢) per mile less than established IRS schedule.
- B. Reimbursement for reasonable expenses for food, lodging, transportation, and other justifiable travel expenses will be authorized subject to approval by the Safety Service Director. Reasonable expense will be determined by the Safety Service Director which will be reviewed periodically. Receipts for all expenditures shall be required for reimbursement.
- C. Authorization for issuance of advance funds for travel expenses when requested will be given by the Safety-Service Director.
- D. Employees will be reimbursed for the cost of meals consumed while out of the City on emergency response duties. Copies of the restaurant checks will be submitted with requests for reimbursements.

**Section 29.2.** Department Heads may provide hot meals for crews, when work extends through regular meal periods and it is not considered practical to cease operations, subject to approval of the Safety Service Director or designee.

**ARTICLE 30**  
**GROUP HEALTH INSURANCE**

**Section 30.1.** The Employer has established an Insurance Executive Committee made up of management and employee representatives to advise the Employer on insurance-related matters. The Insurance Executive Committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. CMERC shall be entitled to select one (1) of its members to serve on this committee. The Employer agrees to meet with the committee to discuss and review any proposed changes in insurance coverage under Plan A.

Recommendations of the Advisory Committee, including changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to City Council. Before City Council adopts changes to Plan A affecting CMERC bargaining unit employees, that affect the economic component of the plan currently provided, the City agrees to meet with the CMERC to discuss such changes. If the parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117.

**Section 30.2.** The Employer shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer may also offer alternative health insurance plans as determined by the Employer.

**Section 30.3.** The employee's cost for the basic health insurance plan (Plan A) shall be as outlined below.

Plan A shall be the Health Saving Account (HSA) plan. The employee contribution for the plan shall be equal to ten percent (10%) of the total annual cost of the applicable coverage. The Employer agrees to contribute one hundred percent (100%) of the deductible. The Employer contribution to the deductible shall not exceed \$2,000 per year for a single (employee only) coverage or \$4,000 per year for any non-single coverage. If overall costs savings can be realized by the Employer, this deductible may be adjusted.

For employees participating in Plan A, their spouses will not be required to take other insurance that may be offered by the spouses' employers.

If, in the future, HSA high deductible plans are phased out by the federal government, the Employer agrees to allow the bargaining unit to replace the current Plan A with an alternative health care plan through use of the Insurance Executive Committee.

The Employer shall determine the cost sharing arrangements for other alternative plans offered.

**Section 30.4.** Employees will be provided a copy of the plan description the employee selects. Upon request, CMERC will be provided a copy of all plans in effect. The Employer may, during the life of this agreement, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan "A" shall not be changed without recommendations from the Insurance Executive Committee.

**Section 30.5.** The Employer shall determine the insurance carrier or method of providing health insurance coverage. The nature of Health Insurance Plan A shall be determined by the Insurance Committee. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.

The Employer shall determine the level of coverage and employee contribution in regard to Plan B or other alternative plans offered.

Employees shall have the option once each year to select Plan A, Plan B or other alternative plan the Employer elects to offer.

**Section 30.6. Life Insurance.** Each full-time employee shall be provided Thirty Thousand Dollars (\$30,000) group term life insurance coverage by the Employer.

## **ARTICLE 31** **SICK LEAVE**

**Section 31.1.** Full-time and part-time employees are entitled to sick leave, at their regular rate of pay accumulated at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service based on the employee's standard work schedule. For each completed hour in active pay status, an employee earns .0575 hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave, and hours on paid personal leave. Part-time employees accrue sick leave on a proportionate basis to the hours paid each pay period. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for each one (1) hour of absence from previously scheduled work. Employees absent on sick leave shall be paid at the same hourly, daily or bi-weekly rate as when they are working.

**Section 31.2.** Sick leave may be granted for absence from duty because of personal illness, pregnancy, legal quarantine, injury off or on the job, or serious illness of those persons under the employee's care or custody in the immediate family. The immediate family shall be defined as being the employee's spouse, son, daughter, mother, father, brother, sister, grandparent, or other person living in the employee's house and under the employee's direct care and custody.

**Section 31.3.** Unused sick leave may be accumulated without limit but may not exceed fifteen (15) work days per employee, in an anniversary year.

**Section 31.4.** An employee requesting sick leave for the purpose of medical, psychological, dental, or optical examination appointments shall notify the Department Head as far in advance as possible. An employee requesting sick leave for other legitimate purposes shall inform the employee's supervisor prior to the employee's regular scheduled starting time.

**Section 31.5.** The Employer may require the employee to furnish a satisfactory statement to the effect that the employee's absence was due to any of the causes set forth in Section 31.2. The Employer maintains the right to investigate any employee's absence.

**Section 31.6.** Termination of employment or death cancels any accumulated sick leave, except as provided in Section 31.11 of this Article.

**Section 31.7.** The Safety Service Director may order any employee claiming an illness or injury rendering the employee unable to perform assigned duties to submit to an examination by a designated physician at the City's expense.

**Section 31.8.** While absent due to illness or injury the employee must remain at home caring for the employee's illness or injury, or at a place receiving medical attention (hospital, doctor's office, pharmacy, etc.) and be able to document any absence from home, unless previously approved by the Safety Service Director. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized City representative.

**Section 31.9.** No sick leave benefits shall be paid for convalescence outside of Mercer County without prior written approval of the Safety Service Director, unless the employee is a patient in a hospital or other institution.

**Section 31.10.** Employees who transfer between City departments, or from other public agencies, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. The words "public agencies" as used above include the state, counties, municipalities, all boards of education, libraries, townships, etc., within the State.

**Section 31.11.** The lesser of 35% or 90 days of the sick leave accumulated but unused by an employee shall be paid upon death or retirement of the employee.

**Section 31.12.** Employees represented by CMERC pledge to use sick leave only for those purposes designated and in accordance with the established policies of this contract and acknowledge that abuse of such sick leave will require further restrictive policies by the city or disciplinary action of the employee found abusing sick leave benefits.

**Section 31.13.** Use of sick leave in excess of three consecutive days requires a doctor's certificate in order to be paid for such leave. Falsification of a sick leave request form is grounds for dismissal.

**Section 31.14.** Employees unable to work due to job related injury or illness and receiving Workers' Compensation are not eligible to use sick leave for those work days on which the employee received payments from Workers' Compensation for lost wages.

## **ARTICLE 32** **INJURY LEAVE**

**Section 32.1.** In lieu of Workers' Compensation, an employee who suffers a service-connected injury or illness incurred in the course of, and arising out of employment with the City, shall be eligible for paid injury leave.

**Section 32.2.** To be eligible for injury leave, the employees and the Employer shall follow the procedures below in all cases of injury or illness:

- A. The employee shall complete an accident/injury report form and obtain assurance that their department head or immediate supervisor provided the necessary reports on the accident/injury to the Safety-Service Director and/or to the City's Transitional Work Program Coordinator.
- B. The employee shall enter the City's Transitional Work Program as soon as released by their attending physician to participate in such a Program.
- C. Follow the procedures as outlined in the City's Transitional Work Program Policies and Procedures documentation. The documentation required from the employee is to be completed and includes, but is not limited to, statements from the employee's physician, any necessary Ohio Industrial Commission forms, and any other documents required by the City.
- D. A claim needs to be filed with the Bureau of Workers' Compensation and be allowed by them for compensation.

**Section 32.3.** After an injury, the City will continue to pay wages at the same rate of pay the injured worker was making at the time of the injury. This rate will be calculated based on the employee's normal scheduled hours per week. This compensation will be paid for a period not to exceed forty-five (45) calendar days from the date of injury unless such time period is extended by written approval of the Safety-Service Director.

The above time limit is a maximum and the Employer reserves the right to limit the length of injury leave to the time necessary for the employee to recover, as verified by a physician selected by the City.

During the period of time while on Injury Leave, as per this section, the employee shall be paid all normal benefits the employee would have normally received if working full time. There will be no deductions to earned sick leave and/or vacation time and the employee shall not accrue any additional leave time or be entitled to any holiday pay while on injury leave. However, the employee may elect to utilize paid Sick Leave instead of Injury Leave for any portion of the period of disability.

An employee shall be entitled to injury leave one (1) time per claim number filed with the Bureau of Workers' Compensation.

While being paid injury leave pay, an employee may be assigned by the Employer and required to perform any duties the employee is determined by a licensed physician as being capable of performing.

**Section 32.4.** The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained within this section. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status and shall be charged sick leave for all paid time off. In the event the employee does not have sufficient sick leave to reimburse the City for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued vacation/ personal leave.

**Section 32.5.** Any falsification of injury leave will be grounds for discipline, including dismissal and denial of payment. Any employee found guilty of falsification of injury leave will make full restitution of all funds spent by the City in regard to the injury claim.

**ARTICLE 33**  
**STANDBY PAY**

**Section 33.1.** Standby pay is provided for those employees in specified departments where it is necessary for an employee or group of employees to maintain ready availability to report to work outside of their regular work schedule in the event of emergency situations.

**Section 33.2.** Departments which require the availability of specific classifications of employees are:

<b><u>Department</u></b>	<b><u>Classification</u></b>
Water Distribution	Water Line Maintenance Worker 1 & 2 Water Line Maintenance Crewleader
Electric Distribution	Electric Line Maintenance Worker 1 Electric Line Maintenance Worker 2 Electric Line Maintenance Worker 3 Electric Distribution Crewleader
Wastewater Plant	Wastewater Operator Wastewater Operator I Wastewater Operator II Wastewater Operator III

**Section 33.3.** Department Heads of the above specified departments shall maintain a written schedule of employees who are to be responsible for making themselves available for emergency call-ins. Such schedule shall be, insofar as it is practicable, on a rotating basis within the specified classes, in order to allow each employee equal opportunity for such pay. Availability schedules are subject to the approval of the Department Head or Safety Service Director.

**Section 33.4.** Employees on standby shall maintain responsibility for keeping their Department Head or designee continually informed regarding the employee's whereabouts and phone number where they may be reached during their scheduled standby time. Employees on standby who are called in to work, must respond within fifteen (15) minutes from when the call-in was made. In the event that the department head or designee is unable to contact a scheduled employee, the employee does not respond within fifteen (15) minutes, or in the event that the employee refuses to report to work as directed, such employee shall not be entitled to standby pay during that day. Additionally, such employee shall be subject to disciplinary action based upon the circumstances of the situation. Employees scheduled for standby pay shall be paid according to the following guidelines:

The City agrees to payment of fourteen (14) hours at regular rate of pay for standby for those employees in the Electric, Wastewater and Water Distribution Departments scheduled Friday, end of work day, through the following Friday, end of work day (one week) for standby and five hours at a rate of time and one-half (1 ½) for holidays when that holiday falls within the scheduled standby period. If the standby period is split over two pay periods, or assigned on a daily basis, the standby pay will be pro-rated at a rate of two (2) hours per day.

**Section 33.5.** Standby time shall not be considered time worked for purposes of calculating overtime. Actual time worked, however, for purposes of this Article, shall be considered time worked when calculating overtime.

#### **ARTICLE 34 CALL-IN PAY**

**Section 34.1.** Whenever an employee other than those who are overtime FLSA exempt, is called to work at a time other than the employee's posted work schedule, thereby necessitating additional travel to and from work, the employee shall be guaranteed two (2) hours of work at their regular rate of pay, or the employee's overtime rate for the actual hours worked, whichever is greater. However, any work required prior to the start of the posted work shift and which continues into the employee's posted shift, is not covered by this minimum work guarantee. Likewise, time worked by the employee held over following the employee's regular work shift shall also be exempt from this minimum guarantee.

#### **ARTICLE 35 PREMIUM PAY**

**Section 35.1.** Premium pay shall be paid to all employees working evening and night operating shifts. The Safety Service Director shall determine whether a shift is evening or night.

**Section 35.2.** Employees working an evening shift shall be paid at the rate of forty-five (45¢) cents per hour additional.

**Section 35.3.** Employees working a night shift shall be paid at the rate of forty-five (45¢) cents per hour additional.

**Section 35.4.** The evening and night shifts must actually be worked to entitle an employee to premium pay. To be eligible for premium pay, an employee must be scheduled and work a full eight (8) hour shift.

**Section 35.5.** Employees in Step J of their range shall still be eligible to receive premium pay.

**ARTICLE 36**  
**HOLIDAYS/PERSONAL LEAVE**

**Section 36.1.** City employees covered by this contract shall receive eight (8) hours pay at the employee's regular hourly rate for each of the following recognized full holidays:

New Year's Day.....	January 1
President's Day.....	Third Monday in February
Good Friday.....	Friday before Easter Sunday
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Thanksgiving Day.....	Fourth Thursday in November
Friday After Thanksgiving	
Christmas Eve (½ day).....	December 24
Christmas Day.....	December 25
New Year's Eve (½ day).....	December 31

Employees shall receive four (4) hours pay for Christmas Eve and for New Year's Eve. Holiday pay shall not be counted as hours worked for purposes of determining an employee's eligibility for overtime, except in those departments regularly scheduled to work Monday through Friday, which are normally closed on the holiday.

**Section 36.2.** The holiday shall be considered the day upon which said holiday is celebrated in the calendar year upon which it falls. Should the paid holiday fall on Saturday, the preceding Friday shall be given off and if the paid Holiday falls on Sunday, the following Monday shall be given off, unless another day is agreed upon with the Safety-Service Director or the employee works in a department that operates seven (7) days per week.

Those employees who work in departments that regularly operate seven (7) days per week shall work their normal schedule and shall be paid holiday pay for the actual date said holiday occurs, as specified in Section 36. 1 above.

**Section 36.3.** In the event an employee is required to perform work on the date any of the above listed holidays is observed, such employee shall receive for the hours worked on such holidays one and one-half ( 1 ½) times the employee's regular rate of pay which shall be added to the employee's normal (8 hour or 4 hour) holiday pay.

**Section 36.4.** For those departments that require twenty-four (24-hour) staffing, the holiday shall be defined as that time beginning at the end of the regular work day of the day preceding the date the holiday is observed.

**Section 36.5.** To be eligible for holiday pay, an employee must work the scheduled working day before and the scheduled working day after the holiday, unless the employee is on authorized vacation or personal leave approved at least 48 hours in advance, on funeral leave, or on sick leave approved by the Safety Service Director and scheduled for major surgical or medical treatments.

**Section 36.6.** In those departments required to work holidays, holidays off shall be shared as equitably as possible by all employees.

**Section 36.7.** Employees hired on October 1, 2004, or after will receive 24 hours of personal leave with pay at the completion of one (1) year of service, and annually thereafter.

**Section 36.8.** Employees absent from work 24 hours or less in a calendar year, other than for vacation, personal leave, or funeral leave, shall be credited with eight (8) hours of paid personal leave in the following calendar year. Employees absent from work (8) hours or less in a calendar year, other than for vacation, personal leave, or funeral leave, shall be credited with 16 hours of paid personal leave in the following calendar year.

**Section 36.9.** Personal leave cannot be accumulated and must be used in the same year earned.

**Section 36.10.** All personal leave time off is subject to the approval of the Department Head and the Safety Service Director, based on the operational needs of the department. The Employer shall not unreasonably withhold approval of personal leave. Personal leave time can be used hourly, but not more than eight (8) hours per day unless it is in accordance with a longer workday schedule approved by the Safety Service Director.

## **ARTICLE 37** **VACATION**

**Section 37.1.** "Service" as used herein shall mean continuous full-time employment with the City in any classification since last day of hire (anniversary date). Employees working on an intermittent, seasonal, or part-time basis are not eligible for vacation benefits.

Effective January 1, 2009, employees shall accrue vacation in accordance with Section 37.2 herein beginning with their date of employment. However, no employee shall be permitted to schedule or be paid for any vacation time until the employee has completed one (1) year of service with the City of Celina.

Employees hired prior to 2008 shall be granted vacation on January 1, 2008 in accordance with the previous Agreement. Effective January 1, 2009 each employee's vacation balance shall be adjusted to reflect the amount of vacation time such employee would have been entitled to had the employee been subject to the accrual system outlined herein since the employee's date of hire. The employee's leave balances shall be adjusted accordingly.

Employees hired after January 1, 2008 shall not be entitled to vacation until 2009 and shall receive such vacation time in accordance with the accrual system herein.

**Section 37.2. Vacation Benefits:** All full-time employees who have completed the following years of service shall accrue the corresponding listed number of hours of vacation for each year as follows:

<u>LENGTH OF SERVICE</u>	<u>MAXIMUM NUMBER OF HOURS</u>	<u>HOURS ACCRUED BIWEEKLY</u>
1 full year, but less than 7 years	80 hours	3.08 hours
7 full years, but less than 11 years	120 hours	4.62 hours
11 full years, and over	160 hours	6.15 hours

Upon completion of seven (7) and eleven (11) full years of service, an additional 40 hours of vacation shall be added to the employee's accrued leave balance on that date and the employee shall begin accruing vacation at the applicable higher rate specified above.

Employees will be compensated for eligible vacation time in accordance with their current base salary at the time the vacation is taken.

**Section 37.3. Vacation Scheduling:** Employees shall be encouraged to use all their vacation accrued during their previous anniversary year during their current anniversary year. However, employees who must postpone a vacation because of their work requirements, or who are permitted to postpone part of their vacation to the following anniversary year, may carry over up to 40 hours of their vacation to the following anniversary year with the written approval of the Safety Service Director. Any unused vacation from the previous anniversary year in excess of the forty (40) hours shall be forfeited on the employee's anniversary date.

Not more than 120 hours of vacation at one time may be scheduled without prior written approval of the Safety Service Director. Insofar as practical, every effort will be made to schedule vacations at the time most preferable to each employee. However, final decision with respect to the scheduling of vacations shall rest with the Employer and must be geared to the City's need for the employee's services.

Vacations should be scheduled with the Department Head by April 1, if possible. Scheduled vacation weeks may be changed during the year with the approval of the Department Head.

**Section 37.4. General Provisions:** If an employee carried forty (40) hours of vacation, and if there is a critical need for the employee's services, pay may be granted, subject to the prior approval of the Safety Service Director, in lieu of the carried over vacation time.

If an employee dies, is inducted into Military Service for a period exceeding six (6) months, retires, resigns, is discharged, or is terminated due to a reduction in staff, such employee or the employee's estate shall be paid for any accrued but unused vacation time.

If any holiday specified in Section 36.1 is observed by the City on a workday an employee had previously scheduled for vacation, the employee shall not be charged vacation time for said day but shall be entitled to receive eight (8) hours holiday pay for the day.

If an employee's services are terminated by the employee without the City receiving written notice from the employee at least ten (10) consecutive workdays in advance of the date of termination, the accumulated vacation of the employee shall be considered forfeited.

## **ARTICLE 38** **OVERTIME**

**Section 38.1.** Overtime is generally discouraged and is for emergency, special or unusual situations only. All overtime, except urgent emergency situations, must have prior approval by the Department Head.

**Section 38.2.** In the event of urgent, emergency situations, overtime may be approved by the Department Head. In all cases employees who work overtime, shall be entitled to payment in the form of cash.

**Section 38.3.** Non-exempt employees shall receive compensation for hours worked in excess of forty (40) hours in the seven (7) day work period determined by the Employer, at the rate of one and one-half (1½) times their regular rate of pay which includes other compensation as defined by the Fair Labor Standards Act, Section 778. The overtime rate shall be determined by dividing the FLSA compensation for a regular forty (40) hour work week by forty (40).

**Section 38.4.** For the purpose of this section, paid personal leave, paid holidays and paid vacation shall be considered time worked.

The eight (8) hours of holiday pay as provided in Section 36.1 of this Agreement, shall not be counted as hours worked, except in those departments regularly scheduled to work Monday through Friday, which are normally closed on the holiday.

Time spent traveling, and time spent overnight on official city business, outside of the employee's work schedule shall be paid in accordance with the Fair Labor Standards Act, Section 778. Scheduled overtime, which is subsequently cancelled for any reason, shall not entitle the employee to any overtime compensation.

**Section 38.5.** No employee may take compensatory time off in lieu of overtime cash payment.

**Section 38.6.** Scheduled overtime opportunities shall be distributed among employees within a department as equitably as possible, according to the employee's ability to perform the work available.

**Section 38.7.** For purposes of calculating standby overtime, when split among employees within the workweek, the overtime rate shall be determined by the regular forty (40) hour overtime standby rate of pay, regardless of the number of standby hours assigned during the work week.

## **ARTICLE 39** **LICENSING/CERTIFICATION INCENTIVES**

**Section 39.1.** The City, in an effort to encourage both individual growth and improved services to the public, offers incentives to employees assigned to specified classification for earning licenses or certifications designated in this article.

**Section 39.2.** Water and Wastewater Treatment Plant employees who obtain and regularly utilize the following certifications in the normal course of their employment with the City shall be entitled to the following pay incentives:

Class I Operator's Certification .....	Pay Range 22
Class II Operator's Certification .....	Pay Range 24
Class III Operator's Certification.....	Pay Range 26
Lab Certification (Chemical).....	\$4.00/wk.
Lab Certification (Bacteriological).....	\$4.00/wk.

**Section 39.3.** Effective September 29, 2007, full-time employees in Water Distribution, Public Works, and/or Parks and Recreation Departments who obtain and regularly utilize the following certifications in the normal course of their employment with the City, shall be entitled to the following pay incentives:

Water Line Maint. Worker Class I Distribution Certification .....	Add \$4.00/wk.
Water Line Maint. Worker Class II Distribution Certification .....	Pay Range 24
Sewer Collection Worker Class I Certification .....	Add \$4.00/wk.
Herbicide Applicator's License .....	Add \$4.00/wk.
Pesticide Applicator's License.....	Add \$4.00/wk.

**Section 39.4.** Any Water or Wastewater employee who earns a qualifying certification or license shall be advanced to the appropriate range at a rate which is one step above their current rate of pay; except no employee shall be advanced to a rate which is above the maximum rate assigned to the range. Failure to maintain certification will result in the employee forfeiting the incentive pay.

**ARTICLE 40**  
**SALARY SCHEDULE**

**ALPHABETICAL LISTING OF CLASSIFICATION TITLES  
AND PAY RANGES**

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Customer Accounts Clerk I.....	16
Customer Accounts Clerk II .....	18
Customer Accounts Clerk III.....	20
Electric Line Maintenance Worker I.....	23
Electric Line Maintenance Worker II .....	26
Electric Line Maintenance Worker III.....	27
Electric Distribution Crewleader .....	28
Engineering Assistant I.....	20
Engineering Assistant II.....	27
Engineering Clerk I.....	16
Engineering Clerk II .....	18
Engineering Clerk III .....	20

Meter Reader I .....	16
Meter Reader II .....	18
Meter Reader Crewleader .....	20
Parks Maintenance Worker .....	12
Parks Maintenance Crewleader .....	22
Recreation Office Service Coordinator .....	18
Public Works Maintenance Worker I .....	19
Public Works Maintenance Worker II .....	22
Public Works Maintenance Crewleader .....	25
Sewer Collections Worker Trainee .....	18
Sewer Collections Worker I .....	22
Sewer Collections Worker II .....	24
Wastewater Treatment Plant Operator In Training .....	20
Wastewater Treatment Plant Operator Class I .....	22
Wastewater Treatment Plant Operator Class II .....	24
Wastewater Treatment Plant Operator Class III .....	26
Water Treatment Plant Operator In Training .....	20
Water Treatment Plant Operator Class I .....	22
Water Treatment Plant Operator Class II .....	24
Water Treatment Plant Operator Class III .....	26
Waterline Maintenance Worker I .....	19
Waterline Maintenance Worker II .....	22
Waterline Maintenance Crewleader .....	25

**ARTICLE 41**  
**PAY ADJUSTMENTS**

**Section 41.1.** Each employee, on the first day of the pay period which includes the employee’s anniversary date with the City, shall receive a seniority pay increase to the next step of the employee’s assigned pay range through eleven (11) steps (S-J), up to the maximum step in the assigned pay range.

**Section 41.2.** Additionally, bargaining unit employees shall receive the following wage increases during the term of this Agreement.

- A. Effective October 1, 2011, a zero percent (0%) increase to the existing hourly base schedule (Appendix B).
- B. Effective September 29, 2012, an increase of one percent (1%) added to the hourly base schedule (Appendix C).
- C. Effective September 28, 2013, an increase of two percent (2%) added to the hourly base schedule (Appendix D).

**Section 41.3.** Bargaining unit employees shall be provided PERS pension pickup (income tax deferral) utilizing the salary reduction method.

**ARTICLE 42**  
**DRUG FREE WORK PLACE**

**Section 42.1.** In accordance with the Drug-Free Workplace Act the City of Celina is hereby notifying its employees of the City's policy regarding drugs in the workplace or while on duty. Without exception, the unlawful manufacture, distribution, dispensing, possession, or use of unlawful drugs while in the workplace or on duty is strictly prohibited. Reporting to work while under the influence of illegal drugs or alcohol and/or use or possession of illegal drugs or alcohol while on duty, shall result in termination of the employee's employment with the City.

**Section 42.2.** The City is required by federal regulations to implement an alcohol and controlled substance testing program for drivers of commercial motor vehicles. See policies in City of Celina Personnel Policy and Procedure Manual.

**ARTICLE 43**  
**WAIVER IN CASE OF EMERGENCY**

**Section 43.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Police Chief, or the Federal or State Legislature, due to 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. Work rules and/or agreements and practices relating to the assignment of employees.

**Section 43.2.** 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 from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

**ARTICLE 44**  
**DURATION**

**Section 44.1.** This Agreement shall be effective October 1, 2011, and shall remain in full force and effect through September 30, 2014.

**Section 44.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one-hundred and fifty (150) calendar days prior to the expiration date, or no later than sixty (60) calendar days prior to the expiration date, of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within four (4) calendar weeks of receiving notice of intent.

**Section 44.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in

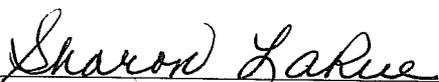
this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and CMERC and all prior agreements, practices and policies, either oral or written, are hereby cancelled.

SIGNATURE PAGE

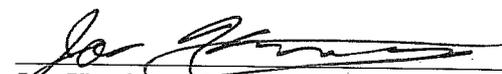
IN WITNESS WHEREOF, the parties have agreed hereto and have signed duplicates of this Agreement as of the 28<sup>th</sup> day of September, 2011.

FOR THE CITY OF CELINA:

FOR THE CELINA MUNICIPAL  
EMPLOYEE REPRESENTATIVE  
COMMITTEE (CMERC):

  
\_\_\_\_\_

Sharon LaRue  
Mayor

  
\_\_\_\_\_

Joe Hartings  
CMERC President

  
\_\_\_\_\_

Kent Bryan  
Acting Safety-Service Director

  
\_\_\_\_\_

Tina Freeman  
Steward

  
\_\_\_\_\_

Kevin M. McKirman  
Law Director

**APPENDIX A**  
**DUES DEDUCTION AUTHORIZATION**

I, \_\_\_\_\_, Social Security Number \_\_\_\_\_,  
(Employee's Name)

hereby voluntarily authorize the Auditor of the City of Celina to deduct from my wages initiation fees, assessments and monthly CMERC dues as are, or may be, established by CMERC. I further understand that such deductions shall be made from the first pay check each month. In addition, it is understood that this authorization may be revoked by me upon giving thirty (30) days written notice to the Auditor of the City of Celina.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B  
HOURLY BASE SCHEDULE  
Effective October 1, 2011**

Grade	S	A	B	C	D	E	F	G	H	I	J
12	\$11.64	\$11.83	\$12.08	\$12.38	\$12.55	\$12.83	\$13.11	\$13.36	\$13.67	\$13.86	\$14.17
13	\$12.08	\$12.38	\$12.55	\$12.83	\$13.11	\$13.36	\$13.67	\$13.86	\$14.17	\$14.47	\$14.72
14	\$12.55	\$12.83	\$13.11	\$13.36	\$13.67	\$13.86	\$14.17	\$14.47	\$14.72	\$15.04	\$15.34
15	\$13.11	\$13.36	\$13.67	\$13.86	\$14.17	\$14.47	\$14.72	\$15.04	\$15.34	\$15.67	\$15.93
16	\$13.67	\$13.86	\$14.17	\$14.47	\$14.72	\$15.04	\$15.34	\$15.67	\$15.93	\$16.29	\$16.61
17	\$14.17	\$14.47	\$14.72	\$15.04	\$15.34	\$15.67	\$15.93	\$16.29	\$16.61	\$16.95	\$17.28
18	\$14.72	\$15.04	\$15.34	\$15.67	\$15.93	\$16.29	\$16.61	\$16.95	\$17.28	\$17.64	\$17.98
19	\$15.34	\$15.67	\$15.93	\$16.29	\$16.61	\$16.95	\$17.28	\$17.64	\$17.98	\$18.32	\$18.72
20	\$15.93	\$16.29	\$16.61	\$16.95	\$17.28	\$17.64	\$17.98	\$18.32	\$18.72	\$19.11	\$19.45
21	\$16.61	\$16.95	\$17.28	\$17.64	\$17.98	\$18.32	\$18.72	\$19.11	\$19.45	\$19.83	\$20.25
22	\$17.28	\$17.64	\$17.98	\$18.32	\$18.72	\$19.11	\$19.45	\$19.83	\$20.25	\$20.65	\$21.07
23	\$17.98	\$18.32	\$18.72	\$19.11	\$19.45	\$19.83	\$20.25	\$20.65	\$21.07	\$21.47	\$21.87
24	\$18.72	\$19.11	\$19.45	\$19.83	\$20.25	\$20.65	\$21.07	\$21.47	\$21.87	\$22.35	\$22.76
25	\$19.45	\$19.83	\$20.25	\$20.65	\$21.07	\$21.47	\$21.87	\$22.35	\$22.76	\$23.24	\$23.74
26	\$20.25	\$20.65	\$21.07	\$21.47	\$21.87	\$22.35	\$22.76	\$23.24	\$23.74	\$24.15	\$24.65
27	\$21.07	\$21.47	\$21.87	\$22.35	\$22.76	\$23.24	\$23.74	\$24.15	\$24.65	\$25.19	\$25.68
28	\$21.87	\$22.35	\$22.76	\$23.24	\$23.74	\$24.15	\$24.65	\$25.19	\$25.68	\$26.15	\$26.67

**APPENDIX C**  
**HOURLY BASE SCHEDULE**  
**Effective September 29, 2012**

Grade	S	A	B	C	D	E	F	G	H	I	J
12	\$11.76	\$11.95	\$12.20	\$12.50	\$12.68	\$12.96	\$13.24	\$13.49	\$13.81	\$14.00	\$14.31
13	\$12.20	\$12.50	\$12.68	\$12.96	\$13.24	\$13.49	\$13.81	\$14.00	\$14.31	\$14.61	\$14.87
14	\$12.68	\$12.96	\$13.24	\$13.49	\$13.81	\$14.00	\$14.31	\$14.61	\$14.87	\$15.19	\$15.49
15	\$13.49	\$13.49	\$13.81	\$14.00	\$14.31	\$14.61	\$14.87	\$15.19	\$15.49	\$15.83	\$16.09
16	\$13.81	\$14.00	\$14.31	\$14.61	\$14.87	\$15.19	\$15.49	\$15.83	\$16.09	\$16.45	\$16.78
17	\$14.31	\$14.61	\$14.87	\$15.19	\$15.49	\$15.83	\$16.09	\$16.45	\$16.78	\$17.12	\$17.45
18	\$14.87	\$15.19	\$15.49	\$15.83	\$16.09	\$16.45	\$16.78	\$17.12	\$17.45	\$17.82	\$18.16
19	\$15.49	\$15.83	\$16.09	\$16.45	\$16.78	\$17.12	\$17.45	\$17.82	\$18.16	\$18.50	\$18.91
20	\$16.09	\$16.45	\$16.78	\$17.12	\$17.45	\$17.82	\$18.16	\$18.50	\$18.91	\$19.30	\$19.64
21	\$16.78	\$17.12	\$17.45	\$17.82	\$18.16	\$18.50	\$18.91	\$19.30	\$19.64	\$20.03	\$20.45
22	\$17.45	\$17.82	\$18.16	\$18.50	\$18.91	\$19.30	\$19.64	\$20.03	\$20.45	\$20.86	\$21.28
23	\$18.16	\$18.50	\$18.91	\$19.30	\$19.64	\$20.03	\$20.45	\$20.86	\$21.28	\$21.68	\$22.09
24	\$18.91	\$19.30	\$19.64	\$20.03	\$20.45	\$20.86	\$21.28	\$21.68	\$22.09	\$22.57	\$22.99
25	\$19.64	\$20.03	\$20.45	\$20.86	\$21.28	\$21.68	\$22.09	\$22.57	\$22.99	\$23.47	\$23.98
26	\$20.45	\$20.86	\$21.28	\$21.68	\$22.09	\$22.57	\$22.99	\$23.47	\$23.98	\$24.39	\$24.90
27	\$21.28	\$21.68	\$22.09	\$22.57	\$22.99	\$23.47	\$23.98	\$24.39	\$24.90	\$25.44	\$25.94
28	\$22.09	\$22.57	\$22.99	\$23.47	\$23.98	\$24.39	\$24.90	\$25.44	\$25.94	\$26.41	\$26.94

**APPENDIX D**  
**HOURLY BASE SCHEDULE**  
**Effective September 28, 2013**

Grade	S	A	B	C	D	E	F	G	H	I	J
12	\$12.00	\$12.19	\$12.44	\$12.75	\$12.93	\$13.22	\$13.50	\$13.76	\$14.09	\$14.28	\$14.60
13	\$12.44	\$12.75	\$12.93	\$13.22	\$13.50	\$13.76	\$14.09	\$14.28	\$14.60	\$14.90	\$15.17
14	\$12.93	\$13.22	\$13.50	\$13.76	\$14.09	\$14.28	\$14.60	\$14.90	\$15.17	\$15.49	\$15.80
15	\$13.50	\$13.76	\$14.09	\$14.28	\$14.60	\$14.90	\$15.17	\$15.49	\$15.80	\$16.15	\$16.41
16	\$14.09	\$14.28	\$14.60	\$14.90	\$15.17	\$15.49	\$15.80	\$16.15	\$16.41	\$16.78	\$17.12
17	\$14.60	\$14.90	\$15.17	\$15.49	\$15.80	\$16.15	\$16.41	\$16.78	\$17.12	\$17.46	\$17.80
18	\$15.17	\$15.49	\$15.80	\$16.15	\$16.41	\$16.78	\$17.12	\$17.46	\$17.80	\$18.18	\$18.52
19	\$15.80	\$16.15	\$16.41	\$16.78	\$17.12	\$17.46	\$17.80	\$18.18	\$18.52	\$18.87	\$19.29
20	\$16.41	\$16.78	\$17.12	\$17.46	\$17.80	\$18.18	\$18.52	\$18.87	\$19.29	\$19.69	\$20.03
21	\$17.12	\$17.46	\$17.80	\$18.18	\$18.52	\$18.87	\$19.29	\$19.69	\$20.03	\$20.43	\$20.86
22	\$17.80	\$18.18	\$18.52	\$18.87	\$19.29	\$19.69	\$20.03	\$20.43	\$20.86	\$21.28	\$21.71
23	\$18.52	\$18.87	\$19.29	\$19.69	\$20.03	\$20.43	\$20.86	\$21.28	\$21.71	\$22.11	\$22.53
24	\$19.29	\$19.69	\$20.03	\$20.43	\$20.86	\$21.28	\$21.71	\$22.11	\$22.53	\$23.02	\$23.45
25	\$20.03	\$20.43	\$20.86	\$21.28	\$21.71	\$22.11	\$22.53	\$23.02	\$23.45	\$23.94	\$24.46
26	\$20.86	\$21.28	\$21.71	\$22.11	\$22.53	\$23.02	\$23.45	\$23.94	\$24.46	\$24.88	\$25.40
27	\$21.71	\$22.11	\$22.53	\$23.02	\$23.45	\$23.94	\$24.46	\$24.88	\$25.40	\$25.95	\$26.46
28	\$22.53	\$23.02	\$23.45	\$23.94	\$24.46	\$24.88	\$25.40	\$25.95	\$26.46	\$26.94	\$27.48

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CELINA  
AND CMERC**

WHEREAS, longevity pay is no longer applicable to bargaining unit employees hired on or after October 1, 2004, and therefore no longer needs to be an article of the negotiated Agreement; and

WHEREAS, the parties do, however, want to memorialize their agreement to continue to pay longevity to those employees hired prior to the date such longevity pay was discontinued;

NOW THEREFORE, the City of Celina and the Celina Municipal Employees Representative Committee (CMERC) agree as follows:

Full-time employees of the City represented by CMERC and hired prior to October 1, 2004, with five (5) or more years of continuous employment with the City, shall receive, in addition to the employee's regular hourly wage, additional compensation at the following rates:

Five (5) full years of service	\$100.00
Six (6) full years of service	\$120.00
Seven (7) full years of service	\$140.00
Eight (8) full years of service	\$160.00
Nine (9) full years of service	\$180.00
Ten (10) full years of service	\$200.00
Each additional year	\$ 60.00

This additional compensation shall be accumulated by the Employer and paid to said employee on the first Friday in December of each year.

In the event an employee terminates employment with the Employer, the longevity pay provided herein shall be prorated from the anniversary date over the period of employment in the year of termination.

"Continuous Employment" as used in this section means full-time employment with the Employer since the employee's most recent date of hire, including regular vacation and sick leave time. An employee who takes a leave of absence which is approved by the Safety Service Director shall be considered as being in continuous employment.

Longevity shall be added to the base rate for the purposes of computing the overtime rate.

Employees hired on or after October 1, 2004 are not eligible for longevity pay.

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CELINA AND CMERC**

Whereas, the personal leave days previously provided in accordance with Section 35.7 of the Agreement between the City of Celina and the Celina Municipal Employee Representative Committee (CMERC) are no longer applicable to bargaining unit employees hired on or after October 1, 2004; and

Whereas, the parties have, therefore, determined that Section 35.7 no longer needs to be an article of the negotiated agreement; and

Whereas, the parties do, however, want to memorialize their agreement to continue to provide such personal leave days to employees hired prior to October 1, 2004;

Now therefore, the City of Celina and the CMERC agree as follows:

Full-time employees hired prior to October 1, 2004, and covered by the CMERC Agreement shall receive the following personal leave hours each year:

After one (1) year of service, 16 hours total.

After five (5) years of service, 24 hours total.

After 15 years of service, 32 hours total.

After 20 years of service, 40 hours total.

After 25 years of service, 48 hours total.