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**AGREEMENT**  
**BETWEEN THE**  
**CITY OF VAN WERT**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**LOCAL #3767**  
**OHIO COUNCIL 8**  
**2011-MED-01-0064**

**Effective April 13, 2011 through April 12, 2014**

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## PREAMBLE/PURPOSE

This Agreement, entered into by the City of Van Wert, Ohio, hereinafter referred to as the "Employer" or "City," and American Federation of State County and Municipal Employees, Ohio Council #8, Local #3767, AFL-CIO hereinafter referred to as the "Union" has as its purpose the following:

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

## ARTICLE 1 MANAGEMENT RIGHTS

**Section 1.1.** The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer including, but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

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

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 2.1.** The Employer recognizes AFSCME, Ohio Council 8, Local 3767 as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all service and maintenance employees of the City of Van Wert including:

Parks Construction/Maintenance Workers I  
Street Construction / Maintenance Workers I, II, and III  
Wastewater Treatment Trainees  
Wastewater Treatment Operators I, II, and III  
Wastewater Collection Construction/Maintenance Workers I, II, and III  
Wastewater Lab Analyst  
Water Treatment Trainees  
Water Treatment Operators I, II, and III  
Water Distribution Construction/Maintenance Workers I, II, and III  
Construction/Maintenance Mechanics I and II  
Custodians  
(Case No. 02-REP-03-0053).

**Section 2.2.** All positions not specifically included in the bargaining unit shall be considered excluded from the unit. Positions specifically excluded from the bargaining unit are as follows:

All management-level employees, professional employees, confidential employees, students, and supervisors as defined in the Act; all clerical employees; all seasonal and casual employees; including: Construction and Maintenance Superintendent; Parks and Recreation Superintendent; Wastewater Treatment Plant Superintendent; Water Treatment Plant Superintendent; Building Inspector; and Engineering Aides I, II, and III.

**Section 2.3.** Should the Employer create a new position, the Employer shall meet with the Union to discuss the inclusion of the new position in the bargaining unit, subject to the exclusions outlined in Section 2.2 above and Ohio Revised Code 4117.

If the parties are unable to agree upon the bargaining unit status of the newly created position, either party may file a petition for clarification or amendment of the bargaining unit pursuant to State Employment Relations Board (SERB) rules.

The Employer may fill the position pending the determination by SERB. If the position is determined to be appropriate for the bargaining unit, the Employer agrees to negotiate with the Union regarding the rate of pay.

**ARTICLE 3**  
**DUES DEDUCTION**

**Section 3.1.** The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

**Section 3.2.** The Employer agrees to deduct regular Union membership dues each pay period from the pay of any employee in the bargaining unit eligible for such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee/Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.4.** 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) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization by an employee by and between the dates of February 26th through March 13th of each year; (6) resignation by the employee from the City.

**Section 3.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. Upon written request of the Union, any dues not withheld in accordance with this section will be withheld during a subsequent pay period(s) in which sufficient funds are available.

**Section 3.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

**Section 3.7.** The rate at which dues are to be deducted shall be certified to the City by the Union. One (1) month advance notice must be given the Employer prior to making any changes in the amount of an individual's dues deductions.

**Section 3.8.** 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. The dues deducted shall be forwarded to Ohio Council #8, Comptroller-Treasurer, Columbus, Ohio.

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 4.1.** The Employer agrees to admit Union staff representatives to the Employer's facilities and sites during working hours and normal office business hours for the purpose of processing grievances, consultations, negotiations or attending meetings as permitted herein. Upon arrival, the Union staff representative shall identify himself or herself to the Employer or the Employer's designated representative.

**Section 4.2.** The Union shall provide one (1) employee in each of the following departments: Custodians/Parks/Street/Garage, Water, and Wastewater, to act as Union stewards for the purpose of processing grievances and contract maintenance in accordance with the grievance procedure and provisions herein. Union stewards shall be recognized as provided herein only for the department in which they are employed. The president of the local Union, or in the president's absence, the vice president, may serve as the chief steward to represent a steward or act in the steward's absence in any department. Union officials must notify their supervisor before leaving the job site, and inform such supervisor of the need for Union business.

**Section 4.3.** The Union shall provide to the Employer an official roster of its stewards and local Union officers which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

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

**Section 4.4.** The investigation and writing of grievances may be on duty time, provided the following qualifications are adhered to:

1. the union shall provide stewards in accordance with section 4.2 above;
2. bargaining unit employees shall use the assigned departmental steward for the investigation and writing of grievances;
3. such investigation and writing of grievances shall be limited to the appropriate steward and the grievant;

4. prior to engaging in any union activity pursuant to this Article, the union and the affected employee must have prior authorization from all affected supervisors. Any union activity pursuant to this Article shall not be considered compensable time when such activity occurs outside of an employee's regularly scheduled hours.

## **ARTICLE 5**

### **FAIR SHARE FEE**

**Section 5.1.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

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

**Section 5.2.** Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix A, attached hereto. Appendix A, including all amendments thereto, is incorporated in this article by reference.

**Section 5.3.** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**Section 5.4.** The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member bargaining unit employee, of each obligation established in Appendix A.

**Section 5.5.** The Union may amend Appendix A by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after their actual receipt by the Employer.

**Section 5.6.** Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

**Section 5.7.** This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

**Section 5.8.** The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.9.** This article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix A, no portion of this article may be amended except by written signed agreement of the parties.

## **ARTICLE 6**

### **LABOR/MANAGEMENT MEETINGS**

**Section 6.1.** In the interest of sound labor/management relations, upon request of either party once each quarter year, the Employer and/or designee(s) shall meet with not more than four (4) employee representatives of the Union to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

**Section 6.2.** The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting shall submit its own list of representatives and agenda of matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

**Section 6.3.** The purpose of labor/management meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to in advance by the parties and proposed settlements thereto;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and
- E. Consider and attempt to resolve health and safety matters relating to employees and work areas.

**Section 6.4.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 6.5.** Employee Union representatives attending labor/management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which are held during the employees' regular working hours.

**Section 6.6.** Labor/management meetings are not normally intended to be negotiation sessions to alter or amend the basic Agreement.

**Section 6.7.** Management shall keep minutes of all labor/management meetings and provide a copy to the Union and its Local Union president.

## **ARTICLE 7**

### **NONDISCRIMINATION/GENDER**

**Section 7.1.** The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized legal activity in an official capacity on behalf of the Union.

**Section 7.2.** The Union agrees not to interfere with the rights of employees to not become members of the Union and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 7.3.** The parties agree to meet and discuss any allegations of other alleged unlawful discrimination prior to any appeal by the employee to an outside administrative agency.

**Section 7.4.** All references to employees in this Agreement designate both sexes and wherever the female or male gender is used it shall be construed to include both male and female employees.

## **ARTICLE 8**

### **POLICIES, RULES AND REGULATIONS**

**Section 8.1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, work rules, regulations and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**Section 8.2.** The Employer agrees that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement. Policies, work rules, regulations and procedures shall be applied in a uniform manner under similar situations.

**Section 8.3.** The parties agree that the application of policies, work rules, and regulations shall not abate or supersede the expressed terms of this Agreement.

**Section 8.4.** Except in emergency situations, the Employer will post or otherwise communicate in writing, and provide a copy to the Union president, of its intent to adopt or change any policy ten (10) days prior to implementation. The Union may request a meeting to be held with the Employer during this ten (10) day period to discuss the impact of the policy change or new policy on bargaining unit employees.

## **ARTICLE 9**

### **TABLE OF ORGANIZATION**

**Section 9.1.** The Employer agrees to provide the Union with copies of the Table of Organization of the City of Van Wert which directly relates to the bargaining unit within ten (10) days of the commencement of this contract, and whenever changes are made thereafter.

## **ARTICLE 10**

### **BULLETIN BOARDS**

**Section 10.1.** The Employer agrees to provide 4' x 4' bulletin boards for use by the Union in rest break areas or work areas at the following locations:

- A. Wastewater Treatment Plant;
- B. Water Treatment Plant;
- C. Parks Department;
- D. Municipal Building;
- E. Northeast Maintenance Building.

**Section 10.2.**

- A. The Union may post the following items without prior permission of the Employer:
  - 1. Notices of Union meetings
  - 2. Notices and results of Union elections
  - 3. Notices of social or recreational events
  - 4. Notices of conferences and conventions
  - 5. Notices of appointment of Union representatives

B. All other material the Union desires to post must be reviewed by the Employer before posting to ensure that the notices are not defamatory, obscene or politically partisan. The Union shall submit to the Employer one (1) copy of any material, as provided in (B) herein, the Union desires to post, prior to such posting.

**Section 10.3.** No material may be posted anywhere which contains the following:

1. Personal attacks on any employee, the Employer or any member of the general public;
2. Scandalous, scurrilous or derogatory remarks or attacks on the Employer;
3. Favorable or unfavorable comments or attacks on any candidate for public office or any political issue.

**Section 10.4.** All postings must bear the date of posting and the signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this article shall be removed by the Employer, if appropriate.

**Section 10.5.** No materials of any kind shall be posted elsewhere in the Employer's facilities or upon City equipment unless specifically authorized in advance by the Employer.

## **ARTICLE 11** **SAFETY**

**Section 11.1.** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by employees. The employees accept the responsibility not to neglect or abuse the Employer's equipment, tools or work areas and accept the responsibility to follow all safety rules and safe working methods as prescribed by the Employer.

**Section 11.2.** Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee.

**Section 11.3.** An employee acting in good faith may refuse to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, provided such conditions are not such as normally exist or might reasonably be expected to occur in the employee's position. Any incident of work refusal shall immediately be reported to the Safety Officer who will determine what, if any, corrective action is necessary to eliminate or reduce a potential danger or hazard.

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

**Section 11.4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when applicable safety regulations specifically require engineering and work practice controls. The equipment provided must meet the requirements of any applicable safety regulations. Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 11.5.** Any employee exposure records required by applicable law and accident reports shall be made available to the employee who is the subject of the record, or to the employee's designated representative. Employee medical records shall be made available to the employee and to the employee's designated representative upon submission to the Employer of a signed written consent form from the employee who is the subject of the record.

**Section 11.6.** The Employer shall establish a City of Van Wert Safety Committee. The committee shall consist of seven (7) members with at least one (1) being a bargaining unit employee appointed by the Union.

The Employer's responsibility is to coordinate the committee's efforts and monitor compliance with applicable safety law requirements.

The Safety Committee's general responsibility is to drive the City's safety program. The Committee's specific responsibilities are:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
- C. The committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 11.3.
- D. Recommend safety training programs and amendments, modifications or additions to the City of Van Wert Safety Manual.

E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

**Section 11.7.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have their grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

**Section 11.8.** The Employer shall maintain suitable first aid equipment at appropriate locations.

## **ARTICLE 12**

### **PERSONNEL FILES**

**Section 12.1.** Employees may schedule an appointment to inspect their personnel files maintained by the Employer at any reasonable time and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have a Union representative accompany them during such review. Employees are prohibited from removing anything from their personnel files.

**Section 12.2.** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file or file a grievance against such improper materials.

**Section 12.3.** Records of oral warnings and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance and shall not be considered in regards to future disciplinary actions provided no intervening discipline has occurred. Any record of major disciplines of any kind shall cease to have force and effect thirty-six (36) months from the date of issuance and shall not be considered in regards to future disciplinary actions provided no intervening discipline has occurred during such period.

**Section 12.4.** The Employer shall give an employee a copy of any document entered into that employee's personnel file. A copy will also be provided to the Union upon the employee's request.

## **ARTICLE 13**

### **PROBATION PERIODS**

**Section 13.1.** Every newly hired part-time or full-time employee will be required to successfully complete an initial probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6) months, which the Employer may extend for periods not to exceed three (3) months due to unsatisfactory performance. Such extensions, described above, are subject to mutual agreement of the Employer and the union. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal. Newly hired probationary employees will not be allowed to bid on a posted position for one (1) year from their hire date.

**Section 13.2.** A newly promoted part-time or full-time employee will be required to successfully complete a probationary period in the employee's newly promoted position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of three (3) months, which the Employer may extend for periods not to exceed three (3) months due to unsatisfactory performance. Such extensions, described above, are subject to mutual agreement of the Employer and the Union. A newly promoted employee who evidences unsatisfactory performance may be returned to the employee's former position any time during the probationary period. Such removal, when occurring within the first sixty (60) days of the promotion, shall not be subject to any appeals process. Employees may also request to be placed back into their previous position within the first thirty (30) days of their promoted probationary period.

**Section 13.3.** An employee who promotes or transfers to a position in either the Water Treatment Plant or the Waste Water Treatment Plant will be granted a time period of two (2) weeks during which the employee can elect to transfer back to the previous position held by the employee.

## **ARTICLE 14** **SENIORITY**

**Section 14.1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer as a bargaining unit employee. Once continuous service is broken, the employee loses all previously accumulated seniority.

**Section 14.2.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 14.3.** Employees laid off shall retain their seniority for purposes of recall for a period of eighteen (18) months following the date of layoff.

**Section 14.4.** The Employer shall post a seniority list once every twelve (12) months or whenever the list changes. The list shall be posted on the bulletin board and shall show the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

**Section 14.5.** Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement. Seniority will be used to determine the selection of shift preference for those departments which operate with more than one shift.

**Section 14.6.** Seniority shall be computed for part-time employees on the basis of uninterrupted length of continuous part-time service with the Employer on a pro rata basis, with each eight (8) hours of service counting as one (1) day of service.

**ARTICLE 15**  
**LAYOFF AND RECALL**

**Section 15.1.** When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees ten (10) days in advance of the effective date of the layoff or job abolishment.

**Section 15.2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in inverse order of seniority as defined by Article 14. Employees receiving notice of a layoff shall have ten (10) days following receipt in which to exercise their right to bump. Laid off employees may bump any less senior employee within the same classification series, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training, or outside the same classification series, provided the more senior employee has previously served with the Employer in such classification and still retains the skill, ability and qualifications to perform the work without further training. Employees bumped from their positions shall have ten (10) days in which to exercise their bumping rights in a similar manner. Any employee who does not have either sufficient seniority and/or skill, ability and qualifications to bump another employee within the same classification series, or prior experience and the skill, ability and qualifications to bump another employee outside the same classification series, shall be laid off and placed on the appropriate recall list. An employee may only exercise bumping rights once during any layoff affecting the employee's position. The Employer and Union agree to meet as soon as possible after notice of a layoff to work through the bumping procedure and determine which employees are to be affected by the layoff, in an effort to simplify the procedure involved.

**Section 15.3.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. 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 and able to perform the work in the job classification to which they are recalled without further training. It is the responsibility of the employee to keep the Employer informed of any change in address or the employee's availability for recall during the period of layoff specified above.

**Section 15.4.** Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

**Section 15.5.** In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 15.6.** The Employer agrees that no one from outside City employment shall be employed by the City to fill the position previously held by a laid-off employee during the period of layoff and recall, unless such position is first offered to and refused by the laid-off employee.

**ARTICLE 16**  
**APPLICATION OF CIVIL SERVICE AND RELATED LAWS**

**Section 16.1.** The parties agree, to the extent permitted by Ohio Revised Code Chapter 4117, that no section of the City of Van Wert Civil Service Rules and Regulations, the Ohio Administrative Code Chapters 123 and 124, local city ordinances that are in conflict with this Agreement, 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 Van Wert Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**ARTICLE 17**  
**DISCIPLINE**

**Section 17.1.** No employee shall be disciplined except for just cause. New hire probationary employees shall not be subject to any appeals process contained in this Article.

**Section 17.2.** Whenever the Employer determines that an employee may have committed an offense which could result in a suspension, demotion or termination of employment, the Employer shall notify the employee in writing of the charges.

The employee shall have an opportunity at a predisciplinary hearing to respond orally or in writing to the charges prior to discipline being imposed and may be accompanied by a Union representative during such hearing. The Chief of Police or a Lieutenant of the Police Department shall serve as the Hearing Officer in predisciplinary hearings.

The Employer will provide copies of any action resulting from a predisciplinary hearing to the Local Union president. However, notice of the charges and the predisciplinary hearing will only be provided to the affected employee.

**Section 17.3.** Disciplinary actions involving a termination or a suspension of more than one day may be appealed through all steps of the grievance procedure. Oral and written reprimands and one (1) day suspensions shall only be appealable through Step 3 of the grievance procedure.

**ARTICLE 18**  
**GRIEVANCE/ARBITRATION PROCEDURE**

**Section 18.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

**Section 18.2.** All grievances must be processed in order at the proper step 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 the Employer's last answer.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee/Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

**Section 18.3.** 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. The grieved employee's name and signature.
2. The grieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

**Section 18.4.** A grievance may be brought by the Union or any employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) 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.

**Section 18.5.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step: In order for an alleged grievance to receive consideration under this procedure, the employee/Union must first identify the alleged grievance and attempt to resolve the matter through a discussion with the Superintendent.

Step 1: If the grievance is not resolved through the informal discussion, the employee, with the appropriate Union steward, if the employee desires, shall have ten (10) workdays after the employee knew or should have known the facts which gave rise to the grievance to submit the grievance in writing to the Department Head. The Department Head shall have ten (10) workdays in which to schedule a meeting with the grieved employee and the Union steward, if the employee desires such representative. The Department Head shall investigate the alleged grievance and respond in writing to the employee within ten (10) workdays of receipt of the grievance or within ten (10) workdays following the meeting between the parties.

Step 2: If the grievance is not resolved at Step 1, the Union/employee, with the appropriate Union steward/representative if the employee desires such representative, shall have ten (10) workdays after receiving the Step 1 response to submit the grievance to the Safety-Service Director. The Director or designee shall have ten (10) workdays in which to schedule a meeting with the grieved employee/Union and the appropriate Union representative, if the employee desires such representative. The Director or designee shall respond to the grievant in writing within ten (10) workdays following the meeting.

Step 3: If the grievance is not resolved at Step 2, the Union/employee, with the appropriate Union steward/representative if the employee desires such representative, shall have ten (10) workdays after receiving the Step 2 response to submit the grievance to the Mayor. The Mayor or designee shall have ten (10) workdays in which to schedule a meeting with the grieved employee and the appropriate Union representative, if the employee desires such representative. The Mayor or designee shall respond to the grievant in writing within ten (10) workdays following the meeting.

Representation of the employee at any step of the grievance procedure shall be limited to self-representation or representation by a Union steward/representative.

**Section 18.6.** The Union, based upon the facts presented, has the right to decide whether to arbitrate any grievance that is arbitral as defined in this Agreement. Within ten (10) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer in writing of its intent to seek arbitration over an unresolved arbitral grievance.

**Section 18.7.** The parties shall meet at least ten (10) days prior to the arbitration hearing date and seek to settle the grievance. If it cannot be settled, the parties shall attempt to draft an agreed upon submission agreement. If the parties are unable to agree upon a submission statement but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

**Section 18.8.** The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators with membership in the National Academy of Arbitrators, Ohio only. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject the list and request from the FMCS another list of nine (9) names from the FMCS until a mutually agreeable arbitrator is selected. All costs involved in obtaining the list of arbitrators shall be borne equally by the parties.

**Section 18.9.** 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 of applicable law;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, presently or in the future established by the Employer so long as such practice, policy or regulations do not conflict with this Agreement;
3. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or making any award based on rights arising under any previous agreement, grievance or practices; or
4. Establishing any new or different wage rates not negotiated as part of this Agreement.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was first presented to the Employer.

**Section 18.10.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitral or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitral. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 18.11.** The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

**Section 18.12.** The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose

attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 18.13.** For purposes of this article, workdays shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the Employer representative when the Employer is the responding party.

## **ARTICLE 19** **PAYCHECK/PAY STUB**

**Section 19.1.** The Employer agrees to provide the following information with each employee's pay check:

Union Dues	Regular hours
Overtime hours	Holiday hours
All other appropriate taxes and agreed upon deductions	

The Employer agrees to make available upon request of the employee, information regarding the employee's accrued sick leave, vacation, compensatory time or any other accrued paid leave balances.

**Section 19.2.** Employees shall be paid, through direct deposit of their paycheck at a financial institution of the employee's choosing, by no later than the Friday following the completion of each two (2) week pay period.

## **ARTICLE 20** **POSTING AND BIDDING PROCEDURE**

**Section 20.1.** Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice on the bulletin boards for five (5) working days. The posting shall include the classification title, rate of pay, education and experience required, the essential knowledge, skills and ability required, a summary of the duties, and the closing date of the posting. Any employee desiring the position must have a written application submitted to the Employer prior to the close of the posting period.

**Section 20.2.** The Employer will select the most senior applicant that meets the qualifications to fill the vacant position.

**Section 20.3.** If no current bargaining unit employee applies for the position or is deemed qualified for the position by the Employer, the position may be filled from outside the bargaining unit.

**Section 20.4.** Any employee selected to fill a vacant position in accordance with the above procedures shall not be eligible to bid on another vacancy for a period of twelve (12) months following the date the vacant position is awarded.

**Section 20.5.** If the vacancy has not been filled by a person outside the bargaining unit within ninety (90) calendar days and the Employer still desires to fill the vacancy, the job will be reposted per Section 20.1 and 20.2.

## **ARTICLE 21**

### **PART-TIME EMPLOYEES**

**Section 21.1.** No full-time employee shall be laid off as a result of hiring part-time employees.

**Section 21.2.** Part-time employees shall accrue sick leave based on their number of hours worked.

## **ARTICLE 22**

### **DRIVER'S LICENSE REQUIREMENTS**

**Section 22.1.** Certain positions with the Employer require that the individual occupying such position obtain and maintain a Commercial Driver's License (CDL), as required by law. Employees required to obtain a CDL, as described above, shall obtain such CDL within sixty (60) days of accepting such position with the Employer. Newly hired employees unable to obtain a CDL within the sixty (60) day time frame shall be terminated from employment. Employees who transfer or promote to any such position, in accordance with Article 20 of the Agreement who are unable to obtain a CDL within the sixty (60) day time frame shall be returned to their prior position with the City.

**Section 22.2.** The Employer will pay the difference in cost between renewal of a CDL license and the renewal of a standard operator's license.

**Section 22.3.** Employees occupying positions for which a CDL is required by law shall be considered incompetent to continue to fill such positions if they are unable to obtain or properly renew their CDL, or have their CDL suspended. Employees unable to pass the physical examination required to receive the CDL, may be placed on a disability separation and may apply for disability benefits under the Public Employees Retirement System.

**Section 22.4.** Under no circumstances shall an employee operate a vehicle of the Employer requiring a CDL without currently possessing a CDL.

**Section 22.5.** Other positions with the Employer require that the individual occupying such position maintain a standard vehicle operator's license.

**Section 22.6.** If an employee is unable to obtain or renew the CDL or operator's license, whichever is applicable, or has it suspended for ninety (90) days or more or has it revoked, the employee shall be terminated from employment with the Employer. Any employee who is unable to obtain or renew a CDL or operator's license due to a verified medical condition or temporary disability lasting more than six (6) months shall be terminated from employment.

**Section 22.7.** If an employee fails to obtain, renew, loses or has the CDL or operator's license suspended for less than ninety (90) days, the Employer may place the employee into another position for the duration of time said employee is without a license. Said placement is dependent upon a position or work being available, the reason the employee lost the license, the period of time the license is lost, and the employee's ability to perform the available work. If such work is in a lower paying classification, the employee shall be paid in accordance with the rate of pay established for such lower paying position. If the employee cannot be accommodated, the employee shall be permitted to use vacation, personal leave, compensatory time, or be placed on an unpaid leave of absence for the duration of time the license is suspended, not to exceed ninety (90) days.

**Section 22.8.** This article shall not restrict the Employer's rights in regard to Article 17, Discipline.

**Section 22.9.** Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) applies to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40). The parties to this Agreement are bound by those rules and may not modify, amend or ignore them. However, the Union recognizes the Employer's independent authority under those rules.

**Section 22.10.** The Union acknowledges that the City has implemented a Drug-Free Workplace Program.

## **ARTICLE 23**

### **HOURS OF WORK/OVERTIME**

**Section 23.1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of no layoff.

**Section 23.2.** Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed or in active pay status in not more than five (5) consecutive days. The normal workday shall consist of eight (8) hours of work with an unpaid lunch scheduled at or near the middle of the shift.

For those departments operating with more than one shift schedule, the starting times for each shift shall begin within the following time periods:

1<sup>st</sup> shift: 6:00 a.m. – 8:00 a.m.  
2<sup>nd</sup> shift: 2:00 p.m. – 4:00 p.m.  
3<sup>rd</sup> shift: 10:00 p.m. – 12:00 a.m.

The workday shall include one fifteen (15) minute rest break during each half of the workday, as determined by the crew leader. Employees are permitted five (5) minutes cleanup time prior to lunch and ten (10) minutes cleanup time prior to quitting time.

Work breaks shall be planned so as not to unnecessarily disrupt the normal flow of work.

The Employer and each work crew may mutually agree to a different workday schedule, that schedule may eliminate the lunch break.

**Section 23.3.** When an employee is required to work in excess of forty (40) hours during a seven (7) day work period, the employee shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. For purposes of determining an employee's eligibility for overtime pay, all hours in active pay status will be included.

**Section 23.4.** Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. The following rotation procedure shall be applicable to any call-in overtime except standby and snow removal.

The Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. An overtime list will be maintained by the Employer in each department and will contain the names of employees, overtime hours worked or refused, negative contacts and total overtime hours offered. Copies of the list shall be given to the Union president or Union steward upon request. The employees in the work unit on the roster who have the fewest aggregate hours worked and/or hours refused among those qualified to perform the work assigned shall be called first. This method shall be continued until the number of qualified employees required is obtained either voluntarily and/or, if by mandatory overtime, in inverse order of seniority, on a rotating basis, among available qualified employees. Overtime hours refused and negative contacts will count as hours worked for rotational opportunities.

Employees on vacation, sick leave or other leave shall not have any overtime hours credited to their balances of overtime hours worked or offered during the period of leave.

**Section 23.5.** The Employer agrees when making job assignments during the last hour of the workday which are expected to continue beyond the normal quitting time, such assignments will be made using the overtime call-in list provided the employee is available and qualified for the job assignment.

The Employer agrees when scheduling overtime work which is not scheduled to begin until after the employee's normal quitting time, such assignment will be made using the call-in list as outlined in Section 23.4 of this Agreement.

If the Employer determines it is necessary to pay overtime in order to complete work which is normally performed by bargaining unit employees, such overtime shall first be offered to bargaining unit employees.

**Section 23.6.** Employees called to work outside of their normal work shift, thus necessitating additional travel to and from work, shall be guaranteed a minimum of two (2) hours call-in pay at the appropriate hourly rate.

This minimum guarantee shall not be applicable to work time which is contiguous to the employee's regular work shift.

**Section 23.7.** In the event the employee is required by the Employer to attend any meetings or court proceedings, the employee shall be compensated at the appropriate rate of pay for all actual time in attendance.

**Section 23.8.** When employees work extended periods of overtime, the Employer shall grant employees appropriate rest and meal breaks as the work permits.

**Section 23.9.** Snow Removal Overtime: Each year in November, the City will issue a sign up sheet to create a list for employees, eligible to operate a snow plow, to volunteer for snow removal during the winter season. Hours worked performing snow removal will be counted separately from other overtime within the employees' respective departments. The overtime will be issued for which the employee is qualified.

The number of overtime hours will be equalized as much as possible among those employees who sign up for such work throughout the winter season. The City and employees recognize that at any given time the snow removal overtime hours among the employees will not be equal, but that a good faith attempt will be made to equally distribute the number of overtime hours by the end of the snowfall season. The listing of the number of overtime hours worked will be updated on a weekly basis, specifically every Monday. Any discrepancies in the number of overtime hours among employees shall not be cause for the filing of grievances.

The following rotation procedure shall be applicable to any snow removal overtime:

The Employer will rotate overtime opportunities among those employees who are qualified and have volunteered to perform snow removal. An overtime list will be maintained by the Employer and will contain the names of employees, overtime hours worked or refused, negative contacts and total overtime hours offered. The original listing of employees to be called in for snow removal will be determined on the basis of seniority. The employees on the volunteer snow removal roster who have the fewest aggregate hours worked and/or hours refused among those qualified to perform the snow removal shall be called in first for the overtime. This method shall be continued until the number of qualified employees required is obtained. Overtime hours refused and negative contacts will count as hours worked for rotational opportunities.

**Section 23.10.** Water Breaks Overtime: In June of each year the City will issue a sign-up sheet to create an overtime distribution list for qualified employees to volunteer to perform water break repairs. Employees may only add or remove their names from the overtime distribution list during the sign-up period. Employees volunteering for such call-outs will be initially placed on the list based on seniority with the most senior employee at the top of the list. Hours worked performing water break repairs will be counted separately from other overtime within the employees' respective departments. Employees will be offered only that overtime which they are qualified to perform.

The number of overtime hours will be equalized as much as possible among those employees who sign up for such work. The City and employees recognize that at any given time the amount of overtime hours each employee has been offered may not be equal, but that a good faith attempt will be made to equally distribute the number of overtime hours by the end of each twelve (12) month period. The listing of the number of overtime hours that have been offered shall be updated on a weekly basis, specifically every Monday. Any discrepancies in the number of overtime hours offered each employee shall not be cause for the filing of grievances. However, such discrepancies may be brought to the Employer's attention through a labor/management meeting.

The Employer will rotate overtime opportunities among those employees on the list qualified to perform the work. The list will contain the names of the employees who have volunteered for such work and the number of overtime hours each employee has worked, declined to work, and any negative contacts. Each of these shall count as "hours worked" for the purpose of rotating water break overtime opportunities. On each occasion when employees are needed to work overtime to repair a water break, the employee on the list with the fewest aggregate "hours worked" shall be the first to be called. This method shall be continued until the number of qualified employees required is obtained. If the Employer is unable to obtain sufficient personnel after exhausting the list, the Employer may order any qualified employee that can be reached to report for work.

In extreme emergencies where it is necessary to immediately have someone to respond to a water break situation, the Employer may offer the overtime to the first available, qualified employee who can be reached and attempt to equalize the overtime distribution list on a later date.

## **ARTICLE 24**

### **COMPENSATORY TIME**

**Section 24.1.** The Employer and the employee may mutually agree, when overtime is worked and prior to the end of the pay period, that the employee will receive compensatory time in lieu of overtime pay. Compensatory time shall be on a time and one-half (1½) basis for all hours of pay or work in excess of forty (40) hours per week, or per the provisions of this Agreement.

**Section 24.2.** Employees may accumulate up to seventy-two (72) hours of compensatory time. Any time earned in excess of the seventy-two (72) accrued compensatory hours shall be paid in cash at the applicable rate.

**Section 24.3.** The employee must submit a written request to use accrued compensatory time at least twenty-four (24) hours in advance of the requested date except in emergency situations. Compensatory time off shall be used in two (2) hour minimum increments and subject to the approval of the Department Head based on operational requirements. The required two (2) hour minimum use may be waived at the discretion of the Department Head.

**Section 24.4.** Upon any separation of employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate.

## **ARTICLE 25** **UNPAID LEAVE**

**Section 25.1.** Employees may be granted unpaid leave after exhausting sick leave, vacation, and other earned contract time. An unpaid leave of absence is a matter of administrative discretion. A leave of absence without pay for a period not to exceed one hundred and eighty (180) calendar days may be granted for reasons subject to the prior approval of the Safety-Service Director provided the employee can be spared from the position for the period of such leave without the necessity of a replacement. An employee shall not engage in gainful employment either in the services of another employer or through self-employment while on a leave of absence from the City, during the same hours any such employee would have usually been at work.

**Section 25.2.** An employee shall be entitled to credit for continuous service while on an unpaid leave of absence but shall not be entitled to accrue or receive any benefits from the City during the period of such leave except as otherwise provided in the Family and Medical Leave Act. There shall not be a loss of seniority during such leave.

**Section 25.3.** An employee may be permitted to return from a leave of absence prior to its expiration only with the approval of the Safety-Service Director.

**Section 25.4.** If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and may permanently remove the employee from the position.

**Section 25.5.** The Employer shall place an employee returning from a leave of absence in the same or similar classification from which the employee took leave.

**Section 25.6. Family and Medical Leave Act:** The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's Personnel Policy and Procedure Manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act.

Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

**ARTICLE 26**  
**UNION LEAVE TIME**

**Section 26.1.** Delegates or alternates to the annual conventions of Ohio Council 8 and the biennial conventions of AFSCME, AFL-CIO may elect to utilize paid time off, as described below, take time off without pay or schedule vacation or compensatory time to attend such conventions. Employees may also utilize paid time, as described below to attend union training. Paid time to attend union events described herein shall be limited to five (5) days per calendar year per employee. Such paid time shall be used only for those days where such attendance by employees' falls on a regularly scheduled workday and paid time off shall not be accumulated, transferred, nor carried over to succeeding calendar years. No more than two (2) employees may attend any one (1) convention, no more than ten (10) total days per year for all employees shall be spent attending conventions, and no more than one (1) employee per department shall be permitted leave at the same time. The Union shall notify the Employer at least thirty (30) days prior to any employee's attendance at said conventions.

**ARTICLE 27**  
**JURY DUTY**

**Section 27.1.** Employees shall receive full pay for regularly scheduled working hours for any day when the employee is required to appear before any court for jury duty by United States or Ohio courts. Any fee received by an employee for jury duty shall be remitted to the Employer unless such duty is performed totally outside scheduled working hours for such employee. An employee released from jury duty prior to the end of the employee's scheduled workday, shall report to work for the remaining hours after being given a reasonable period of time to change clothes to prepare for work duties, not to exceed one (1) hour, provided two (2) or more hours remain in the workday.

**ARTICLE 28**  
**MILITARY LEAVE**

**Section 28.1.** All employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods not to exceed one hundred seventy-six (176) hours in one (1) calendar year.

**Section 28.2.** The employee will be paid the employee's normal rate of pay for all workdays missed (up to the maximum of one hundred seventy-six [176] hours).

**Section 28.3.** The employee must submit a copy of the military orders to the Employer in order to be granted a military leave and to receive payment by the City during such leave.

**Section 28.4.** Employees who are called or ordered to uniformed services for more than 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 because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to section 5919.29 or 5923.21 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 five hundred dollars (\$500.00) for each month of uniformed service.

**Section 28.5.** No employee shall receive payments under Section 28.4 if the sum of the employee's gross uniform pay and allowances received in a pay period, exceeds the employee's regular gross wages and salary as an employee of the City.

## **ARTICLE 29** **FUNERAL LEAVE**

**Section 29.1.** Any eligible employee may be granted usage of earned but unused sick leave upon approval of the Employer for a maximum of three (3) working days in the event of a death of an immediate family member. If an employee is required to travel more than a radius of two hundred (200) miles from the City of Van Wert to attend the funeral of an immediate family member, the employee may be granted one (1) additional day of earned but unused sick leave to return from the site of the funeral.

**Section 29.2.** For purposes of this article, immediate family shall be defined as the employee's spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, step-parents, step-siblings, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other persons at the discretion of the Safety-Service Director.

**Section 29.3.** At the discretion of the Safety-Service Director, the maximum amount of three (3) days designated above may be extended.

**Section 29.4.** The Employer may require the employee to furnish a copy of the obituary or other documentation to verify the employee's relationship to the deceased immediate family member.

## **ARTICLE 30** **SICK LEAVE**

**Section 30.1.** All bargaining unit employees shall accumulate sick leave credit at a rate of 4.6 hours of sick leave for each regular eighty (80) hours in active pay status excluding overtime hours (maximum of one hundred twenty [120] hours of sick leave earned per year).

**Section 30.2.** Sick leave shall be granted to eligible employees, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee including medical, psychological, dental, or optical examination by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary and such examination cannot be scheduled during non-work hours.

**Section 30.3.** "Immediate family" for purposes of this article means an employee's spouse, father, mother, sister, brother, children, grandparents, grandchildren, step-parents, step-siblings, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relative living in the employee's household.

**Section 30.4.**

- A. Whenever an employee is unable to report to work, the employee shall call the Department Head up to one (1) hour prior to the employee's scheduled starting time. The employee may call the Department Head's cellular telephone and leave a message if the Department Head does not answer.
- B. Employees requesting sick leave due to a scheduled physician appointment which cannot be scheduled other than during normal working hours, shall notify the Department Head as soon as possible following the scheduling of the appointment, but in no case later than the time specified in (A) above.
- C. Short periods of sick leave requested in order to avoid being late for work will not be approved.
- D. Any employee who must leave work shall personally notify the Department Head prior to leaving the job site.
- E. In the absence of the Department Head, the employee shall provide notification as required herein to the Department Head's designee. In the absence of both of these individuals, the employee shall notify the Safety-Service Director.

**Section 30.5.** An employee who expects to be on extended sick leave must notify the Department Head or other designated person every day the employee is absent, unless other arrangements for notification are made with the Department Head.

**Section 30.6.** An employee shall be required to provide a written statement justifying sick leave use. If the employee was examined or treated by a hospital, clinic, doctor, dentist, psychologist, optician, or other practitioner, the Employer may require the employee to provide proof of such examination or treatment. The Employer may also require a licensed physician's statement to verify that an employee must take care of a member of the employee's immediate family.

**Section 30.7.** When an employee uses sick leave for three (3) days or more, or establishes a pattern of excessive sick leave usage, the Employer may require the employee to provide a certificate from the doctor, dentist, psychologist, optician, or other licensed physician stating the nature of the illness or injury, the treatment, and the licensed physician's opinion about the employee's ability to work.

**Section 30.8.** If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense.

Upon receipt of a medical professional's opinion that an employee is not physically or mentally capable of performing the essential functions of the employee's position, the Employer, the Union and the employee will meet to discuss possible alternatives and/or accommodations.

If no alternative or accommodation is mutually agreeable, then the employee will be placed on appropriate leave or removed if unable to return to work.

**Section 30.9.** Approved sick leave shall be charged to employees in one-half (½) hour increments.

**Section 30.10.** All employees who transfer from a public agency to the City or who have prior service with a public agency shall retain credit for any unused sick leave. The employee must have their prior employer certify to the City their unused balance. The previously accumulated but unused sick leave of a full-time employee who has separated from the public service shall be credited to the employee upon reemployment with the City; provided reemployment takes place within ten (10) years of the date the employee was last terminated from public service and such sick leave balance can be verified.

**Section 30.11.** Any employee who uses more than thirty-two (32) hours of sick leave during any consecutive twelve (12) month period shall receive a verbal counseling.

An employee shall be progressively disciplined for each additional eight (8) hours of sick leave used during the following twelve (12) month period after receiving a verbal counseling.

Upon completion of twelve (12) months following a verbal counseling or written reprimand, during which the employee uses no sick leave, the employee shall again be governed by the "more than" thirty-two (32) hours restriction contained in paragraph one above.

Upon completion of twelve (12) months following any suspension, during which the employee uses no sick leave, the employee shall be restricted to using no more than twenty-four (24) hours of sick leave during each following twelve (12) month period without being subject to progressive disciplinary action as outlined herein and based upon the employee's prior discipline.

Once all previous disciplinary actions have expired in accordance with Section 12.3 of this Agreement, the employee shall no longer be subject to the twenty-four (24) hour limitation as contained in the previous paragraph but shall again be governed by the original sick leave usage restrictions as outlined beginning in paragraph one of this section.

For purposes of this section, progressive discipline shall proceed as follows:

- Verbal Counseling
- Written Reprimand
- One (1) Day Suspension
- Three (3) Day Suspension
- Ten (10) Day Suspension
- Termination of Employment

For the purpose of this section, funeral leave or an illness or injury of the employee or their family member verified by a licensed physician's statement or any absence which qualifies for Family and Medical Leave shall not be counted.

### **ARTICLE 31**

#### **SICK LEAVE CONVERSION**

**Section 31.1.** An employee with ten (10) or more years of service with the Employer who retires from active service with the Employer, and provides one (1) year or more written notice of retirement, shall be paid for 50% of the value of the employee's accrued but unused sick leave, up to a maximum payment of five hundred (500) hours (i.e., 50% of 1000 hours of unused sick leave = 500 hours). Those employees who fail to provide the one (1) year written notice of retirement shall be paid for twenty five percent (25%) of the value of the employee's accrued but unused sick leave, up to a maximum payment of two hundred forty (240) hours (i.e., 25% of 960 hours = 240 hours). Payment shall be based on the employee's base rate of pay at the time of retirement. As used in this section, "retirement" means disability or service retirement under the Public Employees Retirement System of Ohio at the time of separation from City employment. Cash-in of sick leave upon retirement in accordance with this section shall eliminate all hours of sick leave previously accrued but unused.

**Section 31.2.** Once employees have accumulated the balances as outlined below, they may convert accrued but not used sick leave during the next calendar year. Employees who have accumulated five hundred (500) hours of sick leave are entitled to convert eight (8) hours of sick leave into eight (8) hours of personal leave; employees who have accumulated seven hundred fifty (750) hours of sick leave are entitled to convert sixteen (16) hours of sick leave into sixteen (16) hours of personal

leave; employees who have accumulated one thousand (1000) hours of sick leave are entitled to convert twenty-four (24) hours of sick leave into twenty-four (24) hours of personal leave; and employees who accumulated one thousand, two hundred fifty (1,250) hours of sick leave are entitled to convert thirty-two (32) hours of sick leave into thirty-two (32) hours of personal leave, each calendar year, maximum of four (4) days per year. Employees may schedule personal leave with the prior approval of the Department Head.

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

**Section 32.1.** Any employee of the bargaining unit who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of the employee's official duties, as an employee of the Employer, shall receive the employee's regular straight time daily rate of pay provided the employee complies with the provisions contained in this Article. Such paid injury leave will not be deducted from the injured employee's accrued and unused sick leave balance. Upon being injured, or as soon as possible thereafter, the employee shall file an injury/accident report with the Employer in accordance with the Employer's policies. The employee must also cooperate in filing a claim for workers compensation, medical coverage only. If the injury sustained by the employee is determined to be work-related as defined herein, then injury leave shall be granted for an initial duration not to exceed one hundred twenty (120) days. The initial period of injury leave may be extended on a period by period basis as determined by the Employer and physician, not to exceed twelve (12) months, at the sole discretion of the Employer if the injury was sustained in the regular performance of activities for the Employer. Any employee who files a claim with workers compensation for lost time wages shall not be eligible for injury leave as provided for in this Article.

**Section 32.2.** The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense.

**Section 32.3.** Any employee suffering an injury that is determined to be a non-work related injury or caused through the employee's own negligence shall not be eligible for injury leave as provided for in this Article.

## **ARTICLE 33** **HOLIDAYS**

**Section 33.1.** Full-time employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Year's Day .....	January 1st
Memorial Day .....	Last Monday in May
Independence Day .....	July 4th
Labor Day .....	First Monday in September
Veterans Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Day after Thanksgiving .....	Friday Following Thanksgiving
Christmas Day .....	December 25th
Two (2) Personal Days	

**Section 33.2.** In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday for those employees normally scheduled to work Monday through Friday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday for those employees normally scheduled to work Monday through Friday. Employees working in departments which normally operate on a continuous basis, seven days a week, shall observe the actual date of the holiday as specified in Section 33.1 above.

**Section 33.3.** For each holiday listed in Section 33.1, employees shall receive their regular daily rate of pay as holiday pay. Employees required to work on a recognized holiday shall receive the regular holiday pay, plus time and one-half (1½) their regular rate of pay for all hours worked on a holiday.

**Section 33.4.** Regular part-time employees working less than forty (40) hours per week but employed twelve (12) months per year shall be entitled to holiday pay for holidays occurring on their regularly scheduled workdays and two (2) personal leave days. Seasonal, temporary and other employees working less than twelve (12) months per year shall not be entitled to holiday pay or personal days.

**Section 33.5.** Employees shall submit a request to their Department Head, requesting their personal leave days as far in advance as possible. The Department Head will either approve or disapprove the request based upon adequate notification and anticipated department workload.

**Section 33.6.** In addition to the holidays listed in Section 33.1, bargaining unit employees shall also receive holiday pay and observe all other holidays granted by the Employer to all other City employees.

**ARTICLE 34**  
**VACATION**

**Section 34.1.** Full-time employees who have completed at least one (1) year of service are credited with vacation on January 1 of each year thereafter in accordance with the following schedule:

<u>Length of Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than 1 year	See next paragraph for prorated amounts
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 22 years	160 hours
22 years or more	200 hours

All full-time employees with less than one (1) year of service on January 1 following their date of hire or in subsequent years when the maximum annual accrual changes, shall be credited with vacation leave according to the following schedule on the employee's next anniversary date. Such prorated vacation may not be used until the completion of one (1) year of service following the employee's date of hire or, for employees with more than one (1) year of service, until completing the additional years of service required to accrue the additional vacation.

<u>Hire Month</u>	<u>No. of Days towards Two Weeks</u>	<u>No. of Days towards 3rd/4th/5th Weeks</u>
January	10 days	5 days
February	9 days	4½ days
March	9 days	4½ days
April	8 days	4 days
May	7 days	3½ days
June	6 days	3 days
July	5 days	2½ days
August	4 days	2 days
September	4 days	2 days
October	3 days	1½ days
November	2 days	1 day
December	1 day	½ day

**Section 34.2.** Vacation credits are not earned while an employee is in non-pay status or through the accumulation of overtime.

**Section 34.3.** An employee shall not be entitled to prior vacation service credit for tenure with the state or any subdivision of the State of Ohio prior to the employee's last date of hire with the Employer.

**Section 34.4.** Vacation leave should be taken by an employee between January 1 and December 31 of each calendar year. However, employees, upon written request, may be permitted to carry over one (1) week of vacation into the next year. At no time will employees be permitted to have more vacation than their current annual accrual plus one (1) week in their vacation bank. Once an employee reaches this maximum, no additional vacation shall be credited to the employee's vacation bank which would cause the employee to exceed the maximum.

**Section 34.5.** Employees on vacation may be recalled to duty for emergency situations as determined by the Employer.

**Section 34.6.** Vacations shall be scheduled in accordance with the following procedures:

- A. All requests for vacation shall be submitted in writing to the Department Head/Superintendent. If the employee wants a copy of the vacation leave request form, the employee shall submit two copies of the form to the Department Head/Superintendent, who will return one (1) copy to the employee prior to the date the vacation leave is requested to begin.
- B. All vacation requests will be reviewed by the Department Head/Superintendent and approved or disapproved considering its effect on the workload requirements of the department and the number of employees requesting the same vacation date(s). The City does maintain the right to deny any vacation requests during emergency or heavy workload periods based on operational demands.
- C. If prior to April 15 of each year, an excessive number of employees from the same department submit vacation requests for the same date(s), seniority will be utilized to determine the order in which requests are considered. Vacation requests submitted after April 15 will be considered on the basis of the order in which the requests are submitted.
- D. Employees must submit their written requests for vacation leave and have it approved by the Department Head/Superintendent, at least 24 hours preceding the date requested for the vacation leave to begin for less than three (3) days vacation or one (1) week prior to the date the vacation is requested to begin if requesting three (3) days or more vacation.
- E. The Department Head/Superintendent may approve vacation requests submitted with less advance notice in emergency or exceptional situations where the Department Head/Superintendent determines the employee was unable to provide the normal advance notice required.
- F. In the absence of the Department Head/Superintendent, vacation requests may be approved by the Safety-Service Director following the same criteria as outlined herein.
- G. Any employee absent from work without receiving advance approval of the Employer will be considered absent without leave (AWOL) and will be subject to disciplinary action.

**Section 34.7.** Full-time employees, who have completed at least one (1) full year of service with the Employer and who resign or retire, are entitled to compensation at their current rate of pay for any earned but unused vacation leave to their credit at the time of separation, up to the maximum permitted in accordance with Section 34.4.

**Section 34.8.** In the case of the death of an employee who has completed at least one (1) full year of service with the Employer, the earned but unused vacation leave credited to such employee shall be

paid to the deceased employees' spouse or the estate if there is no surviving spouse, up to the maximum permitted in accordance with Section 34.4.

**ARTICLE 35**  
**HOSPITALIZATION/MAJOR MEDICAL**

**Section 35.1.** For the duration of this Agreement, the Employer shall provide full-time bargaining unit employees with hospitalization insurance coverage in the same manner as provided to the City's non-bargaining unit employees. The level of health insurance benefits provided to bargaining unit employees shall also be equivalent to those provided to non-bargaining unit employees.

Nothing in this article shall be construed to limit the Employer's right to solicit and implement "cost containment" features, provided any changes in such plan are applicable to all employees. The Union/employees will be provided a copy of the plan description.

The Employer may, during the life of this Agreement, change insurance carriers or method of providing insurance coverage.

**Section 35.2.** The Employer has established an insurance advisory committee made up of management and employee representatives to advise the Employer on insurance related matters. The Union shall be entitled to select one 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.

**Section 35.3.** The Employer shall continue hospitalization insurance coverage for bargaining unit employees injured or suffering from a major illness for up to thirty-six (36) weeks in a twelve (12) month period as follows:

- |                  |  |
|------------------|--|
| First 12 weeks:  | In accordance with the Family and Medical Leave Act and Article 26 herein; |
| Second 12 weeks: | Employer will pay 75% of premium cost and employee will pay 25% of cost;   |
| Third 12 weeks:  | Employer will pay 50% of premium cost and employee will pay 50% of cost.   |

This section shall not be applicable to employees who have sufficient paid leave time available to cover the entire thirty-six (36) week period.

**ARTICLE 36**  
**WAGES**

**Section 36.1.** The following bargaining unit classifications and pay categories shall be effective April 13, 2011 through April 12, 2014:

**BARGAINING UNIT CLASSIFICATIONS AND PAY CATEGORIES**

<b><u>Classification (by Department)</u></b>	<b><u>Pay Range</u></b>
<b><u>Municipal Building Department</u></b>	
1. Custodian	1
<b><u>Street Department</u></b>	
1. Construction/Maintenance Worker I	2
2. Construction/Maintenance Worker II	4
3. Construction/Maintenance Worker III	6
<b><u>Parks Department</u></b>	
1. Construction/Maintenance Worker I	2
<b><u>Maintenance Department</u></b>	
1. Construction/Maintenance Mechanic I	2
2. Construction/Maintenance Mechanic II	4
<b><u>Water Treatment and Distribution Departments</u></b>	
1. Water Treatment Trainee	2
2. Water Distribution Construction/Maintenance Worker I	2
3. Water Distribution Construction/Maintenance Worker II	4
4. Water Distribution Construction/Maintenance Worker III	6
*5. Water Treatment Operator I	3
*6. Water Treatment Operator II	5
*7. Water Treatment Operator III	6

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\*The Water Treatment Operator I, II, and III classifications shall be applicable to those employees who have obtained state certification as a Class I, Class II, or Class III Operator.

Wastewater Treatment and Collection Departments

- 1. Wastewater Treatment Trainee,  
Wastewater Treatment Trainee/Lab Analyst 2
- 2. Wastewater Collection Construction/Maintenance Worker I 2
- 3. Wastewater Collection Construction/Maintenance Worker II 4
- 4. Wastewater Collection Construction/Maintenance Worker III 6
- \*\*5. Wastewater Treatment Operator I 3
- \*\*6. Wastewater Treatment Operator II 5
- \*\*7. Wastewater Treatment Operator III 6

Employees assigned to be a Wastewater Lab Analyst will be paid the following stipend after obtaining the certification. This stipend will be in addition to the pay range they are qualified for:

Lab Analyst I	\$ .35 per hour
Lab Analyst II	\$ .50 per hour
Lab Analyst III	\$ .60 per hour

Employees working in the positions of a Water Distribution Construction/Maintenance Worker I, II or III or Wastewater Collection Construction/Maintenance Worker I, II or III will be paid the following stipend upon obtaining state certification for Water Distribution or Wastewater Collection Class I and Class II licenses. This stipend will be in addition to the pay range such employees are qualified for:

Water Distribution or Wastewater Collection Class I License: \$ .60 per hour

Water Distribution or Wastewater Collection Class II License: \$ .90 per hour

**Section 36.2.** The following pay scale shall be effective at the beginning of the pay period that includes:

	04/13/2011	04/13/2012	04/13/2013
Pay Range	Pay Rate	Pay Rate	Pay Rate
1	\$13.15	\$13.28	\$13.55
2	\$15.39	\$15.54	\$15.85
3	\$16.29	\$16.45	\$16.78
4	\$16.59	\$16.76	\$17.10
5	\$17.15	\$17.32	\$17.67
6	\$18.09	\$18.27	\$18.64

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\*\*The Wastewater Treatment Operator I, II, and III classifications shall be applicable to those employees who have obtained state certification as a Class I, Class II, or Class III Operator.

**Section 36.3.** Newly hired employees shall be assigned to the pay rate specified for the respective pay range assigned to their classification.

**Section 36.4.** Any employee who moves to a different classification shall be paid at the pay rate specified for the newly assigned classification.

**Section 36.5.** Shift Differential: Those employees who work 2nd or 3rd shift hours, shall be paid an additional \$.25 per hour.

### **ARTICLE 37** **ON-CALL PAY**

**Section 37.1.** Employees who are required by the Employer to carry a pager or portable radio and be on call from Friday night at the end of their work shift until Monday at the beginning of the workweek shall be paid the sum of eight (8) hours pay at their regular rate of pay. The employee assigned to on-call status shall remain on-call for the entire on-call period as outlined above, unless the employee notifies the City of Van Wert Police Dispatcher in advance of any changes or substitutions.

**Section 37.2.** Hours spent on call will not be regarded as working time and such hours will be excluded in calculating an employee's entitlement for overtime, however, the payment for on-call time will be included in the regular rate for computing overtime compensation under FLSA.

**Section 37.3.** Employees on-call that are called in must clock-in in a reasonable time, not to exceed thirty (30) minutes from the time the call was placed.

### **ARTICLE 38** **WORKING OUT OF CLASSIFICATION**

**Section 38.1.** Any bargaining unit employee specifically assigned by the Employer to assume all the responsibilities and perform the majority of the duties of a higher classification for more than four (4) consecutive hours, shall be paid an additional fifty cents (\$.50) per hour above the employee's normal rate of pay for each hour of such assignment beginning with the first hour worked.

**Section 38.2.** An employee may be temporarily assigned work in a lower classification but shall continue to receive the employee's regular rate of pay during such assignment. This section is not intended to apply to an employee who is demoted or who displaces another employee in a lower classification due to a layoff.

**ARTICLE 39**  
**LONGEVITY PAY**

**Section 39.1.** Each regular, full-time employee who has completed a minimum of five (5) years of continuous service with the Employer shall receive an annual longevity payment as provided below.

**Section 39.2.** The amount of such annual longevity payment shall be equal to fifty dollars (\$50.00) for each year of employment over five (5) years up to a maximum of twenty-five (25) years. Therefore, no employee's annual longevity payment shall exceed twelve hundred fifty dollars (\$1250.00) for thirty (30) years of service. For purposes of this section, "years of employment" shall be as defined as total years in the Public Employees Retirement System (PERS).

**Section 39.3.** Eligible employees shall be paid annual longevity pay by no later than February 2 each year. The longevity payment shall be due any eligible employee whose fifth (5th) anniversary date occurs prior to July 1 of the preceding year who is still employed by the Employer on December 31 of the preceding year.

**ARTICLE 40**  
**MILEAGE ALLOWANCE**

**Section 40.1.** Employees required by the Employer to use their personal vehicles in the performance of their assigned duties for the City shall be paid a mileage allowance.

**Section 40.2.** Employees using their personal vehicles to attend training programs, conferences, seminars or other job related meetings for which mileage allowance has been approved in advance by the Employer shall be paid such allowance.

**Section 40.3.** Bargaining unit employees eligible for mileage allowance shall be paid at the same rate paid to all other City employees.

**ARTICLE 41**  
**EMPLOYEE TRAINING**

**Section 41.1.** Time spent in attendance at lectures, meetings, training programs, and work related activities that are required and preapproved by the Employer shall be considered as time worked and will be considered compensable. However, voluntary attendance at an independent school outside normal work hours shall not be considered hours worked, even if it is job-related. Employees will receive prior notice of these requirements as far in advance as possible.

**Section 41.2.** When an employee is required to travel and such travel occurs within the same workday as the required program, the travel time will be considered as time worked.

**Section 41.3.** When an employee is required to travel on a non-working day to attend a required program, the travel time is to be considered as time actually worked.

**Section 41.4.** The Employer may authorize payment of expenses for employees requesting to attend required or voluntary job-related training courses. Such payments or reimbursements may include any or all of the following as determined by the Safety-Service Director:

- Registration
- Books and other materials cost
- Motel accommodations
- Meals
- Mileage

## **ARTICLE 42**

### **CERTIFICATION TRAINING AND TESTING**

**Section 42.1.** All training programs designed to provide employees with additional skills and knowledge to enable them to pass the state examinations for certification and advancement to the higher paying positions of Class II or III Treatment Plant Operator shall be considered voluntary and not required for continued employment in the employee's present position with the City. The employee's normal work schedules shall be adjusted to enable them to attend such training programs outside their regular working hours.

**Section 42.2.** The Water and Wastewater Treatment Plant Trainee position shall be an entrance level position until the employee is able to obtain state certification as a Treatment Plant Operator I. Following appointment to the Trainee classification, described above, the employee shall take the first available Treatment Plant Operator I certification examination following the employee's completion of the Treatment Plant Operator I Training program which shall be completed within twelve (12) months of appointment to the Trainee classification. Should the employee fail the first exam, the employee shall take each certification exam which becomes available thereafter. Any new employee hired as a Treatment Plant Trainee who fails to obtain certification as a Treatment Plant Operator I after three (3) attempts to pass said examination shall be removed for incompetency. The above time table shall be contingent upon the training program being available within an eighty (80) mile radius of the City of Van Wert or the City's agreement to pay reasonable expenses for necessary food and accommodation costs for an approved training program outside said radius. The Employer does not require state certification to be obtained by Water Distribution and WasteWater Collection Construction/Maintenance Workers.

**Section 42.3.** Treatment Plant Trainees, who are required to successfully pass a state examination for certification as a Class I Treatment Plant Operator within three (3) attempts following completion of the training program for Treatment Plant Operator I, will be provided paid release time to take the required state examination. Such paid release time will be considered as hours worked for the purpose of determining the employees' eligibility for overtime. The Employer will reimburse the Treatment Plant Trainees for mileage expense incurred as a result of taking the examination for Class

I certification or provide such employees with a City vehicle for transportation to take the state examination. Reasonable food and accommodation expenses shall also be reimbursed in accordance with the Employer's Personnel Policy and Procedure Manual.

**Section 42.4.** The parties mutually agree that the training program designed to provide the Treatment Plant Trainees with the additional skills and knowledge necessary to promote to the higher level position of Treatment Plant Operator I is a voluntary program not mandated or required for certification as a Treatment Plant Operator I, nor are the training programs for state certification as a Water Distribution Operator I and II or WasteWater Collection Operator I or II required.

However, the Employer will make a one time payment for the following expenses for a Treatment Plant Trainee to take the required state examination for certification as a Treatment Plant Operator I and provide a similar one time payment of expenses for a Water Distribution Construction / Maintenance Worker or WasteWater Collection Construction / Maintenance Worker who voluntarily elects to take the state exam to obtain certification as a Water Distribution Operator I or II or WasteWater Collection Operator I or II:

- a. Registration and fees for voluntary classroom training in treatment plant operation, water distribution, or wastewater collection;
- b. Mileage expense or a vehicle for travel to and from the voluntary training programs; and
- c. Registration and testing cost to take the required state examination for certification as a Class I Treatment Plant Operator, Water Distribution Operator I or WasteWater Collection Operator I.

The work schedule of any Treatment Plant Trainee who requests to participate in the voluntary training program will be adjusted to permit the employee's attendance to such program outside the employee's regular working hours.

**Section 42.5.** Since there is no requirement that any bargaining unit employee obtain Class II or Class III Operator certifications, employees desiring to participate in training programs and take state examinations for advancement to these higher level positions will be reimbursed for the following expenses only if they successfully pass the state examination for certification:

- a. Registration and fees for voluntary classroom training as a Class II or Class III Treatment Plant Operator or Water Distribution Operator II or Waste Water Collection Operator II;
- b. Registration and testing cost to take the state examination for certification as a Class II or Class III Treatment Plant Operator or Water Distribution Operator II or Waste Water Collection Operator II.

**Section 42.6.** Reimbursement for mileage expenses and paid release time for taking the required state examination for certification as a Class I Treatment Plant Operator will be paid each time such expenses or time are incurred. The above listed expenses for voluntary participation in training programs will be paid by the City only once for each employee regardless of the number of times the employee elects to take the training course or the state examination.

**Section 42.7.** The Employer reserves the right to limit the number of employees participating in such programs at the same time in order to ensure adequate personnel are available to operate the treatment plants without additional cost to the City. In the event an excessive number of employees desire to participate in training programs at the same time, Treatment Plant Trainees shall be given first priority to obtain their Class I Treatment Plant Operator licenses. Thereafter, participation shall be based on seniority preference.

**Section 42.8.** The Employer will make time available during normal working hours for employees to obtain the required contact hours relating to their level of certification. Reimbursement for such activities, described above, will be in accordance with the Employer's Personnel Policy and Procedure Manual. Time spent in such activities, described above, shall not result in the payment of overtime.

**ARTICLE 43**  
**UNIFORMS AND TOOLS**

**Section 43.1.** The Employer will furnish uniforms to employees through a uniform service in accordance with the Employer's usual practice. Employees shall be required to wear their full uniform while on duty with the Employer. In addition to uniforms, the Employer will provide unit members with the following items:

Rain Coat  
Gloves

Buckle Boots  
Waders

Goggles  
Hard Hat

The Employer retains the right to approve or disapprove within reason any clothing worn by an employee during working hours. Employees shall be provided T-shirts for summer wear. Such T-shirts shall be orange or lime green in color and must display only an approved logo. Employees are responsible for the laundering of such T-Shirts, as described above. Employees are prohibited from altering T-shirts or other uniform items except as approved in advance by the Employer.

Employees are prohibited from wearing tennis shoes during work hours. Employees will be reimbursed up to one hundred forty (\$140.00) dollars per contract year for the purchase of steel toe boots which meet ASTM Standards. Such boots will normally be worn at all times during working hours.

The Employer shall provide a one-time reimbursement for Employer approved winter outer wear in the amount of two hundred fifty (\$250.00) dollars for each employee during the term of this Agreement.

**Section 43.2.** The Employer shall continue to issue replacement clothing for items that have been damaged or destroyed during the course of employment. The employee must notify the Employer in writing when clothing needs to be repaired or replaced and the Employer may demand visual inspection of any item prior to the issuance of a replacement.

**Section 43.3.** Employees must return all uniform and other items issued by the Employer when they terminate their employment with the Employer.

**Section 43.4.** Each employee in the classifications of Maintenance Mechanic I and Maintenance Mechanic II shall receive six hundred dollars (\$600.00) per year in a tool purchase account for the purpose of acquiring or replacing tools necessary to perform their job duties with the Employer. This account balance shall be established in a pro rata amount for new employees and in full on January 1 of each calendar year thereafter. Employees will be reimbursed from this account upon the presentation of a receipt for tools purchased by the employee. The City will carry insurance on employees' tools.

**Section 43.5.** Employees are prohibited from removing Employer-owned tools and/or equipment from the Employer's facilities and using any tools or equipment for personal use without obtaining prior authorization from their supervisor.

## **ARTICLE 44** **MISCELLANEOUS**

**Section 44.1.** Hand Cleaner:

The Employer will place a reasonable amount of hand cleaner and towels in various trucks. Employees will not be abusive in the use thereof.

**Section 44.2.** Long Distance Telephone Calls:

- A. Employees shall use City phones when making work related long distance telephone calls whenever possible.
- B. Employees who are required to make work related long distance telephone calls and who do not have access to a City telephone, will be reimbursed for such long distance telephone calls approved by the Employer provided proper documentation is submitted by the employee.

**Section 44.3.** Each bargaining unit employee shall be provided a copy of the final Agreement, at the Employer's expense, within thirty (30) days following the signing and printing of said document.

**ARTICLE 45**  
**SEVERABILITY/CONFORMITY TO LAW**

**Section 45.1.** Should any article, section or portion of this Agreement be held unlawful or unenforceable as a result of any law, court decision or tribunal determination, that article, section and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific article, section or portion thereof directly specified or effected by the decision. The parties agree to meet within thirty (30) days for the purpose of negotiating a lawful alternative portion, section or article.

**Section 45.2.** The parties recognize that this Agreement shall be subject to all Federal laws and regulations, the Constitution of the State of Ohio and the United States of America and all state laws not superseded by this Agreement.

**ARTICLE 46**  
**WAIVER IN CASE OF EMERGENCY**

**Section 46.1.** In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the County Sheriff, the County Disaster Services Director or the Mayor, due to an act of God, natural disaster, civil disorder or national or local emergency, the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

**Section 46.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed.

**ARTICLE 47**  
**NO STRIKES/NO LOCKOUT**

**Section 47.1.** The Employer and the Union realize that a strike could create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following during the life of this Agreement:

- A. The Union agrees that neither it, its officers, agents or representatives, individually or collectively, will cause, instigate or authorize a strike during the life of this Agreement.
- B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will cause, instigate or authorize a lockout during the term of this Agreement.

**ARTICLE 48**  
**DURATION OF AGREEMENT**

**Section 48.1.** This Agreement represents the total and complete agreement on all matters subject to bargaining between the Employer and the Union and shall be effective April 13, 2011, and shall remain in full force and effect through April 12, 2014.

**Section 48.2.** If either party desires to modify, amend or terminate this Agreement, they shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receipt of the notice of intent.

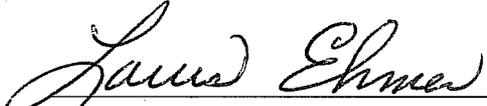
**Section 48.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby cancelled.

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SIGNATURE PAGE

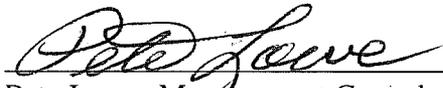
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 20th day of April, 2011.

FOR THE CITY OF VAN WERT, OHIO:

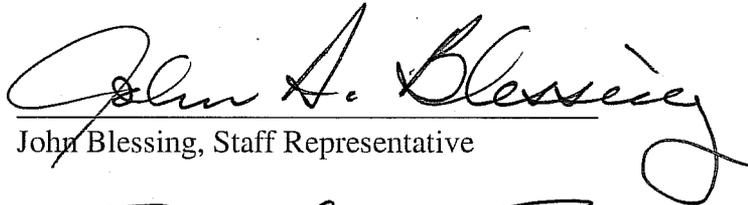
  
Louis Ehmer, Mayor

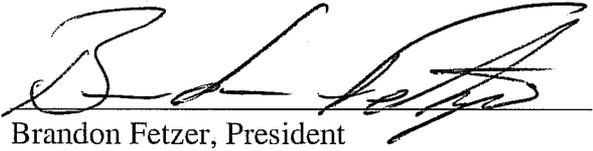
  
Jay Fleming, Safety-Service Director

  
Gregory W. Unterbrink, Law Director

  
Pete Lowe, Management Consultant

FOR THE UNION, AFSCME LOCAL #3767,  
OHIO COUNCIL 8:

  
John Blessing, Staff Representative

  
Brandon Fetzer, President

  
Alan Carr, Bargaining Committee Member

  
Tony Wright, Bargaining Committee Member



**APPENDIX A**  
**AFSCME FAIR SHARE FEE PROCEDURE**