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**AGREEMENT**

between

**THE CITY OF OREGON**

and

**LOCAL 755 and OHIO COUNCIL 8,**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

Effective 11/01/2011 to 10/31/2014

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## **ARTICLE 1**

### **PREAMBLE**

#### **Section 1**

This Agreement, entered into by the City of Oregon, hereinafter referred to as the Employer, and Ohio Council 8 and Local 755, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and fringe benefits and the mutual agreement of other conditions of employment.

## **ARTICLE 2**

### **RECOGNITION**

#### **Section 1**

The parties agree to jointly petition SERB to bring recognition up to current.

#### **Section 2**

The City of Oregon hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment. This recognition includes all employees of the City of Oregon, including: Waterworks Operator (Water Treatment Operator, Water Treatment Maintenance Operator), Building Maintenance Worker, Heavy Equipment Operator, Wastewater Operator (Wastewater Treatment Operator), Instrument Electronic Technician Operator (Instrumentation Technician Operator), Systems Technician, Water Treatment Instrumentation Technician, Water Treatment Maintenance Worker, Machine Repair Technical Operator (Wastewater Treatment Maintenance Operator), Machine Repair Technician, Garage Mechanic, Maintenance Technician, Utility Service Worker (Utility Worker), Meter Service/Reader (Water Meter Service Worker), Tapper, Maintenance Worker, Operator Water and Wastewater Specialist (Laboratory Technician/Operator), Collector and Meter Reader (Water Meter Service Reader Collector), Chemist-Bacteriologist I, Clerk V Police Department (Clerk, Typist I), Building and Zoning Inspector/Engineering, (Construction Engineering Inspector), Clerk Typist, (Clerk Typist II), Secretaries, except those excluded as confidential, Clerks (Clerk Typist I & II), Assistant Deputy Clerk - Auditor's Office, Investigator Collector, Clerk V (part time), Tax Collector/Auditor, Utility Supervisor, Staff Accountant and Supervisor of Accounts Payable.

Excluded from the Bargaining Unit are all management-level employees, professional employees, confidential employees, supervisors and police (except clerical employees) and fire department employees, including: All Police Department employees and one (1) Secretary to the Police Chief (except for all other clerical employees), all Fire Department employees and Secretary to Fire Chief, all Municipal Court employees, Supervisor Billing and Collecting, Secretary III to Safety-Service Director, Recreation Director, Commissioner of Water & Wastewater Treatment, Commissioner of Taxation, Treasurer, Superintendent of Wastewater Treatment, Superintendent of Water Treatment, Secretary III - Civil Service and Safety-Service Department and City Council, Superintendent of Cemeteries, Director of Public Service, Supervisor of Assessments, Commissioner of Streets, Director of Public Safety, Crew Leaders, Commissioner of Building & Zoning Inspection, Chief Waterworks Operator, Chief Wastewater Operator, Part-time Inspector, Assistant Chief Waterworks Operator, Administrator/Safety Director, Seasonal Maintenance Worker, Deputy Clerk-Auditor, Data Processing Manager. This Section will be changed at S.E.R.B.'s direction at a later date.

### Section 3

If a new job classification title is established during the term of this Agreement and the work of that position is of the same or similar nature as of those presently included, that new job title shall be added to the Bargaining Unit.

### Section 4

The rate of pay for a new job title shall be established by negotiation between the parties using rates with like or similar authority, responsibility and duties as comparable in that negotiation.

In the event the parties cannot agree, the City shall establish the rate. Such determination shall be subject to the arbitration process.

## **ARTICLE 3**

### **UNION DUES CHECKOFF AND SECURITY**

#### Section 1

Upon receipt of signed authorization of an employee, the Employer shall deduct from the wage of the employee in compliance with state law, such amount designated as Union dues by the Treasurer of Local 755. Union dues shall be deducted bi-weekly and the Employer will transmit to the Treasurer of the Union the aggregate of Union dues. The Treasurer of the Union will certify at least two (2) weeks prior to the deduction of the Employer the amount of monthly dues which are to be deducted.

## Section 2

The Union shall indemnify the city and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of Sections 1, 3 and 4 of this Article.

## Section 3

The signed authorization of Union dues deduction shall be irrevocable for the period of one (1) year from the first of January preceding the date of the delivery of the signed authorization to the Employer. The authorization shall be automatically renewed each first of January thereafter and shall be irrevocable for said periods of one year each unless written notice is given by the employee to the Employer and to the Local Union Treasurer not more than twenty (20) days and not less than ten (10) days prior to the expiration of said period of one year.

## Section 4

All employees in the Bargaining Unit who sixty days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the City by the Treasurer of the Local Union.

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

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

## **ARTICLE 4**

### **PLEDGE AGAINST DISCRIMINATION**

#### Section 1

No person or persons responsible to the Employer, nor the Bargaining Agent and its officers and members, shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, age, employee organization, family, handicaps, or political affiliation. The Employer and the Bargaining Agent agree to abide by the provisions of applicable Federal and State laws, including compliance with the regulations of the Equal Employment Opportunity Commission and the Ohio Civil Rights Commission. Should any

compliance conflict with any of the provisions of this Agreement, a conference will be held with the Employer and Bargaining Agent to resolve these matters.

### Section 2

There shall be no discrimination, interference, restraint or coercion by the Employer against any employee activity which is in accordance with this Agreement in an official capacity on behalf of the Union.

The Employer agrees not to interfere with the rights of employees to become members of the Union, as provided within this Agreement.

### Section 3

All references to employees in the contract designate both sexes.

## **ARTICLE 5**

### **VISITS BY UNION REPRESENTATIVES**

#### Section 1

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether representative of Ohio Council #8 or International Union Representative, will have access to the Bargaining Unit members of the Employer in a work area during working hours with prior notification to the Department Head. Such visits shall not be unreasonably disruptive to the normal workday.

## **ARTICLE 6**

### **STEWARDS AND OFFICERS**

#### Section 1

Those employees elected as Union stewards shall officially represent the Union in their designated areas of representation. The Union steward recognizes that the City has a right to manage and that the Union has a right to file a grievance in accordance with this Agreement. Union stewards shall investigate and process grievances and conduct other necessary Union business in their areas of responsibility during working hours. The Union steward will notify his immediate supervisor when using Union time and will not take such time as to disrupt the work force or when other City business is pressing. The Supervisor will maintain a log and the Union steward will sign out and then back in after using Union time. The Union agrees not to abuse the usage of union time. Union members of the safety committee shall be released during their working hours to attend safety committee meetings and investigate safety matters.

If the Employer feels that a steward or officer is abusing this Section, the City shall call a meeting with the Union for the purpose of discussing and investigating the City's concern. If it is found by the Employer that there is abuse, the employee involved will be warned, and after the

warning, if the abuse continues, the employee shall be subject to the Disciplinary Procedure. Grievance hearings may be attended by the grievant and two other union officers selected at the Union's discretion.

Section 2

The Union will provide the Employer with a list of all officers and stewards.

Section 3

The Union shall be accorded one steward in each of the following sections:

Water Plant	Combined Streets/Cemeteries & Recreation
Wastewater Plant	Clerical and Technical
Water Maintenance/Meter Department	

Section 4

The President of the Union or Chief Steward will also be accorded Union time as outlined in Sections 1 and 2 above.

The Local Union Vice-President, Treasurer and Secretary will also be accorded Union time within the scope of their Union duties.

**ARTICLE 7**

**GRIEVANCE PROCEDURE**

Section 1

A grievance is any dispute which may arise including the application, meaning or interpretation of this Agreement.

Each grievance shall be numbered and shall be considered to be presented in the order of its number. For the purpose of this Article, the time computation requirements as established in Section 3 shall commence with the presentation of the grievance. All time periods established for action by either party may be extended by mutual consent agreed upon between the parties at a level no less than the Chief Steward or the Supervisor.

The grievant shall cite within seven (7) working days after the employee's knowledge of occurrence of the matter which creates the grievance, the specific article, section or combination thereof, if applicable, that he/she alleges to have been violated on the grievance form. Failure to so cite said provision shall relieve the Employer of any obligation to process the grievance form.

Section 2

A grievance under this procedure may be brought by any Bargaining Unit employee who believes himself to be aggrieved by a specific violation of this Agreement. Where a group of Bargaining Unit employees desire to file a grievance involving an alleged violation which affects each member in the same manner, one employee selected by such group, shall process the grievance.

### Section 3

The following are the implementation steps and procedures for handling of employees' grievances. However, a grievance can be moved to the next step by mutual agreement of the parties. In addition, no hearing officer will hear the grievance more than once.

#### **STEP ONE - IMMEDIATE SUPERVISOR - INFORMAL MEETING**

An employee who has a possible grievance shall meet with his/her Steward, immediate supervisor, and division manager prior to filing a written grievance in an attempt to resolve the issue.

#### **STEP TWO - DIVISION OR DEPARTMENT MANAGER**

If the grievance is not resolved at Step 1, the grievant may present his grievance to the division manager (for all divisions within the Service Department) or department manager (for Recreation, Building Inspection, Finance, Income Tax, and Police) within five (5) working days of the Step One meeting. Grievances submitted beyond five working days will not be considered. The grievance shall be submitted on the employer's form and requires the grievant to indicate the specific articles and sections thought to be violated and the remedy sought. The division or department manager shall indicate the date and time of his receipt of the form.

The division or department manager shall hold a meeting within five working days of his receipt of the grievance, and provide a written response within three working days of the meeting. The grievant and his union steward may attend this meeting.

#### **STEP THREE - SERVICE DIRECTOR OR CITY ADMINISTRATOR**

Should the grievant not be satisfied with the written answer in Step 2, within three working days of his receipt thereof, the grievant may carry the grievance to the Service Director (for those employed in the Service Department) or the City Administrator (for those employed in Recreation, Building Inspection, Finance, Income Tax, and Police). Grievances filed on behalf of several employees ("class actions") representing more than one department shall be presented to the City Administrator. Upon receipt of the grievance, the Service Director or City Administrator shall indicate the time and date of receipt of the grievance form and schedule a hearing within five working days. Within five working days of the hearing, a written response shall be provided to the grievant.

#### **STEP FOUR - MAYOR**

Should the grievant not be satisfied with the written answer recommended in Step 3, within three (3) working days after receipt thereof, the grievant may carry the grievance to the

Mayor and request that the meeting contemplated by this step be scheduled. Upon receipt of the grievance, the Mayor shall either affirm the response from Step 3, hear the grievance, or designate a person to hear the matter on the Mayor's behalf (i.e. City Administrator, Law Director). The date and time the grievance was reviewed shall be indicated on the grievance form.

The Mayor or his designee shall schedule a grievance hearing. In addition to authorized union representatives, a non-employee, duly accredited representative of the Bargaining Agent may attend this meeting. The Mayor or his designee shall render his decision in writing on the grievance and return a copy to the grievant and Bargaining Agent within five (5) working days after the hearing.

#### Section 4

An employee with a grievance involved with a suspension or a discharge may initiate the grievance at Step Four of the grievance procedure. If the grievance is initiated at Step Four of the grievance procedure, the Mayor or his designee shall render his decision in writing to the grievant and the Bargaining Agent within seven (7) working days after the meeting with the grievant.

#### Section 5

It is the Employer's and the Bargaining agent's intention that all time limits in the above grievance procedure shall be met, except as provided in Section 1 of this Article.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievant may, at any step where a response is not forthcoming within specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

Failure of the grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified in this Article, shall be considered for all purposes an abandonment of the grievance and acceptance of the last answer given. A grievance settled in this manner shall not set a precedent.

For the purposes of this Article, work days shall be Monday through Friday.

#### Section 6

In each step of the grievance procedure outlined in Article 7, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in

additional representatives to any meeting in the grievance procedure, but only upon advance mutual Agreement among parties specifically designated to attend providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance. Allowance of additional representatives to attend meetings referred to in this Section does not preclude the right of any party to designate a representative on his or her own behalf.

Either party shall have the right to call witnesses to the meetings at each step of this grievance procedure.

#### Section 7

An employee with a grievance who chooses a Steward who is employed at the same facility to attend meetings may do so at each formal step of the grievance procedure during regularly assigned working hours without loss of pay to this Steward, provided:

- A. An "emergency" situation does not exist requiring his/her presence at his/her assigned work station; and
- B. Has given advance notice to his/her Supervisor.

It is expected that this privilege will not be abused and that approval will not be unreasonably withheld. Should approval be withheld pursuant to "A" above, such delay will effect an automatic extension of any time limits for the period of time involved.

#### Section 8

Should any grievance remain unsettled after exhausting the previous steps, the union may demand arbitration within ten (10) working days from the answer from the Mayor. Upon demand for arbitration being made, the parties shall within thirty (30) working days mutually request a list of five (5) arbitrators from FMCS. Upon receipt of the list, the parties shall select by alternate strike method one (1) arbitrator. The arbitrator should be advised that in cases of discharge, the matter shall be scheduled no later than ninety (90) days thereafter. Either party may request a continuance. However, the arbitrator may consider such continuance in determining liability, back pay, and the effect on other similar occurrences. In cases other than discharge, the matter will be scheduled within sixty (60) days of either party's request for scheduling in writing to the other party. The decision of the arbitrator shall be final and binding on both parties. The parties may utilize non-binding mediation with mutual agreement after Step Four of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS), or other mutually agreed upon mediation services. Notice of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party.

Grievances charging a specific violation of this Agreement may be submitted to this arbitration procedure and no other issues may be brought through the arbitration step of the grievance procedure.

Expenses of the arbitrator will be borne equally by the parties hereto. Employees who are called to testify at an arbitration hearing and who give non-repetitive testimony will not lose pay if the hearing is during working hours. The Employer agrees that employees, not to exceed three (3) in number, who provide repetitive testimony shall not lose pay.

#### Section 9

Grievances that affect more than one division or department shall go directly to the City Administrator at Step Three of the grievance procedure.

#### Section 10

In addition to those union representatives identified in Article 6, Stewards and Officers, representatives identified in Article 5 shall be allowed to represent the local union and/or its aggrieved individuals at any step of the grievance procedure.

### **ARTICLE 8**

#### **DISCIPLINARY PROCEDURE**

##### Section 1

An employee may be disciplined for drunkenness on the job, immoral conduct, dishonesty, thievery, being under the influence of alcoholic beverages, use of illegal drugs or narcotics, the selling or offering for sale of illegal drugs or narcotics, physical violence, immoral conduct or gross insubordination, discourteous treatment of the public, neglect of duty, violation of law, abuse of sick leave, or for behavior which presents an immediate danger to the safety of other employees and for other just cause.

##### Section 2

In cases involving the discipline of an employee, the Employer shall follow the principle of progressive and corrective disciplinary action. Disciplinary steps shall be the following or may be repeated as determined by the Employer, but shall not be skipped except for a serious infraction.

- STEP 1.** Verbal Warning
- STEP 2.** Written Reprimand
- STEP 3.** One to Five Working Days Suspension
- STEP 4.** Five to Twenty Working Days Suspension
- STEP 5.** Discharge

Employees may only be disciplined for acts committed on the job.

An employee may be suspended pending an investigation if the employee is charged with a serious infraction. In the event an employee is suspended pending a hearing, a meeting must be held with the affected employee and a union representative before the end of the first work day after the suspension. The purpose of the meeting shall be to determine the necessity of pre-

hearing suspension and the pay status during the pre-hearing suspension. The employer will bear the burden of proof on the issue of pay status during the pre-hearing suspension.

Offenses will be cleared in the following manner:

1. Any verbal warning or written reprimand shall be removed from the record after one (1) year from the date of the last repetitious behavior of the same or similar conduct. Any written warning shall be removed from the record after twelve (12) months from the date of the last repetitious behavior of the same or similar conduct.
2. Any suspension up to five (5) working days shall be removed from the record after a period of two (2) years from the date of the last repetitious behavior of the same or similar conduct.
3. Any suspension of more than five (5) days shall be removed from the record after two (2) years from the date of the last repetitious behavior of the same or similar conduct.

### Section 3

When an employee is to be disciplined, the charges will be put in writing and presented to the employee in the presence of a Steward and a copy to the Union Steward. In no case shall an employee be suspended or terminated without first having been presented the written charges and then having a hearing before the Service Director or City Administrator, except as provided above.

If as a result of this hearing, the employee is to be suspended for more than three (3) working days or discharged, the employee shall have the right to appeal the disciplinary action to the Mayor prior to the implementation of the suspension or the discharge except as provided above. This hearing shall be held within five (5) days after the hearing before the Service Director or City Administrator.

### Section 4

All disciplinary action shall be dropped if charges are not presented to the employee within five (5) working days of the City's knowledge of the infraction. In the event the employee is on vacation or leave for any reason, the notice shall be presented to the Union and mailed by certified mail to the employee within five (5) working days of the City's knowledge of the infraction.

For purpose of this Article, work days shall be Monday through Friday.

The City may investigate before bringing charges, provided the affected employee and the union are notified within the five (5) day period mentioned above that an investigation is taking place. Further, charges, if any, must be brought within five (5) days of the reasonable conclusion of investigation or the matter is dropped.

### Section 5

All discipline is subject to the grievance procedure, except as provided in Article 34, Section 2.

### Section 6

If an employee's use of alcohol or drugs or other personal problems adversely affects his performance, he shall be given an opportunity to use community facilities set up to combat personal substance abuse or personal problems. Discharge of a problem drinker or drug user or someone with other personal problems who recognizes his problem and agrees to and follows through on a course of treatment will be withheld for six (6) months during the period of rehabilitation provided there is an Agreement by the program administrator and treatment staff that the employee is making a sincere effort and reasonable progress toward rehabilitation as reported to the City monthly. The goal of all concerned shall be to save the employee's job and career if at all possible. Successful completion of a rehabilitation program or other counseling, if a personal problem, shall result in the retraction of discharge action for the offense(s) in question, but shall be held in file should another event occur within an eighteen (18) month period, which shall be subject to disciplinary action.

The employee is responsible for the cost of such program. If such participation results in the loss of work, such time lost will be charged against the employee's sick time, vacation or compensatory time, or the employee may apply for an unpaid leave of absence as set out in Article 25 of this Agreement.

Drug/alcohol testing by the employer shall be limited to that required by law.

## **ARTICLE 9**

### **WORK DAY - WORK WEEK**

#### Section 1

It is agreed that the normal work week shall be forty (40) hours per week and the normal work day shall be eight (8) hours per day, Monday through Friday, for the Water Maintenance, Water Distribution Maintenance, Street Department, Meter Section, Wastewater Maintenance, Cemetery, Police Department, Building Inspection, Zoning, Assessments, Finance Director's Office, Income Tax, Water Division, Data Processing and Parks and Recreation.

The work week shall start at 12:01 A.M. Sunday and conclude at 12:00 midnight Saturday, except that the maintenance Operators at the Wastewater Plant may be scheduled on Sunday, day turn, approximately once every four (4) weeks and considered a normal work day, and there shall be seven (7) day, continuous operations at the Water Plant and Wastewater Plant for shift workers.

Part-time employees shall continue on their current shift within the following parameters. Part-time employees will work a minimum of eighty (80) hours per month.

## Section 2

There shall be three (3) shifts arranged as follows:

First shift shall consist of eight (8) hours performed between 6:30 A.M. and 5:00 P.M.

The second shift shall consist of eight (8) hours performed between 2:30 P.M. and 12:30 A.M.

The third shift shall consist of eight (8) hours performed between 10:30 P.M. and 8:30 A.M.

## Section 3

Employees who work a scheduled second shift shall be paid an additional twenty (\$.20) cents per hour on base for all hours worked. Employees who work a scheduled third shift shall be paid an additional thirty (\$.30) cents per hour on base for all hours worked. If a member works two consecutive shifts in the same day, then each shift will be paid by the effective rate for their separate starting times.

Shift differential will only be paid for hours actually worked, and shall not be computed or paid for non work time such as vacation, sick leave, comp time, leave of absence, or other non work time.

Shift workers at the Water Plant and Wastewater Plant shall be scheduled on a rotating seven (7) day schedule in accordance with Section 2 of this Article.

## Section 4

Included in the work day will be a fifteen (15) minute coffee break in the morning on the job approximately two (2) hours after starting time. The normal lunch hour begins approximately four and one-half (4-1/2) hours after starting time. Where operational need dictates, the lunch hour shall not commence earlier than four (4) hours after the start time nor later than five (5) hours after the start time. Alteration of the normal lunch hour shall not be made to avoid overtime. Lunch hour begins at the job site, or at the maintenance garage, at the choice of the employee. All employees on a lunch break will return and be at the site where their lunch hour began one hour after the start of the lunch break. Employees will then return from the job site to their maintenance garage no sooner than eight and one quarter (8-1/4) hours after starting time to allow for afternoon refueling. Employees will then be allowed to leave the maintenance garage eight and one-half (8-1/2) hours after starting time. Employees of the Meter

and Water Maintenance Departments and Clerical and Technical employees shall take lunch breaks as has previously been the practice.

Shift workers at the Water Plant and Wastewater Plant are also entitled to a fifteen (15) minute coffee break in the morning and a thirty (30) minute meal period taken on site at a time when job duties allow efficient and continuous operating of the plant. Shift workers will be allowed to leave the plant eight (8) hours after starting time.

#### Section 5

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which the majority of hours are worked.

#### Section 6

Any changes in the work day-week shall not be done arbitrarily or capriciously, and shall be done after consultation with the Union, with a fifteen (15) day notice of such change given.

### **ARTICLE 10**

#### **OVERTIME**

#### Section 1

The following overtime rates shall be observed. An employee shall be paid time and one-half (1-1/2) his/her regular rate of pay for all hours in excess of eight (8) hours in active pay status in any day or forty (40) hours in active pay status in any week. No overtime or double time will be paid for any hours worked on normal shift work. All consecutive hours worked in excess of sixteen (16) while in overtime status shall be paid at double time.

Employees shall be required to work their regular shift unless otherwise notified by the employer. An employee sent home under these provisions shall not be charged for overtime for resulting missed overtime.

#### Section 2

If an employee works on a holiday, he shall be paid time and one half (1-1/2) his regular rate of pay for hours worked, in addition to the regular straight time pay of the holiday. All hours worked on a holiday in excess of eight (8) hours shall be paid at two (2) times the regular rate of pay. Shift employees in Wastewater and Water Treatment shall be entitled to compensatory time off, at time and one-half (1-1/2), in addition to straight time pay.

#### Section 3

Overtime shall be equalized as much as possible among employees by job classification during each calendar year by department. Overtime shall be offered to the employees in the classification requiring the overtime who have been offered or have worked the least amount of overtime. Provided however, where an employee is assigned work during the work day within

his/her classification and in his/her department and that work extends beyond the regular work day, the employee(s) assigned shall continue on the job until it is completed, unless otherwise agreed. If no employee in that classification in that department accepts the overtime, then the overtime shall be offered to employees in that department qualified to do the work who have been offered or have worked the least amount of overtime.

A seniority rotating list shall be established by job classification. Such lists shall be posted, maintained and updated weekly in each department by the City except where otherwise specified in this section. When an employee is requested to work and refuses such overtime, the employee shall be charged with such overtime. When an employee accepts the overtime, or the employee is unavailable, he shall be charged with such overtime. If a sufficient number of employees have not accepted the overtime, the least senior qualified employee shall be required to work. An employee on scheduled vacation or compensatory time may sign a waiver prior to his departure indicating he does not wish to be contacted for overtime during that leave. In this case the employee will neither be called or charged for missed overtime.

The City shall create a master overtime list (city wide) for those employees who wish to be considered for overtime outside their department. The City shall make its best effort to equalize the overtime list among the employees on the list. However, when an error is made in the order of call-out, the remedy shall be that the employee that was not called shall be offered the next overtime opportunity. The City-wide overtime list shall not effect the intra-departmental overtime list. In addition, the department manager requiring the overtime will determine the necessary qualifications.

All overtime hours worked regardless of method of assignment shall be logged on the seniority rotating list.

Street Department Snow Removal work covered by the Side Agreement, Article 47 - Miscellaneous, Section 2 - Street Department Agreement, shall be governed by the provisions therein.

One person shall be assigned to each plow truck. Overtime procedures shall follow the collective bargaining agreement. Overtime shall be equalized daily. All Street Department employees shall be called out for snow removal before employees in other departments.

When an employee moves to a different department or when a new employee is hired into a department, that employee shall be credited with the average number of overtime hours charged to all employees in the same classification and department as logged on the overtime list. The same applies to an employee who moves to a different classification but stays in the same department.

When an employee returns to work from a sick leave or leave without pay for six (6) consecutive weeks or more duration, that employee shall be credited with the average number of

overtime hours charged to all employees in the same classification and department as logged on the overtime list during the employee's absence.

The overtime list in the Street Department shall be posted and updated weekly. Lists for water treatment and wastewater treatment shall be maintained as determined by past practice (per occurrence).

All employees shall be eligible for overtime however employees off on sick leave or funeral leave will not be eligible for overtime until they return to their regular shift. An employee off on funeral leave or sick leave taken either for the purpose of a scheduled medical appointment or the sickness of a family member will be contacted for overtime if requested by the employee by signing the employer-provided form. An employee making such a request will be charged with overtime if unavailable.

#### Section 4 - CALL BACK PAY

When an employee is called back to work either prior to or after the employee's regular shift, that employee shall receive a minimum of three (3) hours pay at the appropriate overtime rate. The employee called back shall be released when the work for which he was called is completed and no other emergency or unusual circumstance exists. The city and union agree that an employee called back to work will begin being compensated no earlier than when the employee actually arrives to begin work. In addition, an employee called back to work who actually works three or more overtime hours will be entitled to one-quarter hour of "bonus call out time." Employees called out who are released prior to working at least three actual overtime hours shall not receive "bonus call out time." The city and the union agree that the payment of "bonus call out time" is not time in the active pay status, and that employees are not considered to be working while in route to and from the city. Neither a three-hour minimum nor "bonus call out time" applies when work is a continuation of a regular shift or represents a pre-arranged early starting time. A pre-arranged early starting time is defined as any overtime contiguous to the start of a regular shift that is scheduled before the end of shift on a prior regular workday, or within two (2) hours after the end of shift on a prior regular workday, provided the employee is working contiguous overtime. Nothing herein negates the requirement that overtime shall be offered to the employees in the classification requiring the overtime who have been offered or have worked the least amount of overtime, in accordance with Article 10 of this agreement.

If an employee is called back to work subsequent to being released, it shall be considered another call out and not continuous overtime.

If an error occurs in the assignment of overtime, the eligible employee(s) shall be paid for the hours missed.

## Section 5 - COMPENSATORY TIME

Instead of a cash payment for overtime, an employee may take compensatory time off at a time that is mutually agreed to by the employee and his/her supervisor. The supervisor shall not unreasonably withhold permission to take compensatory time off. Compensatory time shall be at the same rate as outlined in Sections 1 and 2 of this Article. The amount of compensatory time an employee may accumulate shall be limited to 240 hours.

Compensatory time shall normally be taken in four (4) hour blocks, unless otherwise mutually agreed with the supervisor for less time increments. If the compensatory time is not taken, such time shall be paid to the employee at the appropriate overtime rate. Compensatory time shall not be used to create overtime. Compensatory time may be taken within a one (1) year period. Holiday time must be taken within one (1) year of the date it is earned.

## **ARTICLE 11**

### MEAL ALLOWANCE

When an employee works continuous overtime, the Employer will provide a reasonable time or lunch breaks with no loss in pay.

## **ARTICLE 12**

### NO STRIKE - NO LOCKOUT

#### Section 1

There shall be no strikes (as hereinabove defined) during the term of this Agreement. The Bargaining Agent shall not authorize or sanction, and members of the Bargaining Agent shall not instigate, participate in or cause any such strike.

#### Section 1a

A strike will be defined to coincide with SERB's definition.

#### Section 2

Members of the Bargaining agent shall not aid or participate in strikes actually or purportedly initiated by the Bargaining Agent and/or its members or by other employee organizations and/or their members.

#### Section 3

Each employee who violates the provisions of Section 1 of this Article may be subject to discipline up to and including discharge.

#### Section 4

Whenever any violation of Section 1 of this Article occurs, the following actions will be immediately implemented:

- A. The Mayor or his designee of the Department, Division or Section involved, or his representative, will notify the Bargaining Agent at 420 S. Reynolds Rd., Suite 108, Toledo office by telephone (419-539-6000) that a strike is in process. The Bargaining Agent will at that time inform the person so notifying the Bargaining agent if the strike is authorized by the Bargaining Agent or not.
- B. Should the strike not be authorized by the Bargaining Agent, it will immediately take aggressive, positive action to end the strike.
- C. The Bargaining agent will submit a written report to the Mayor within twenty-four (24) hours of being notified of a strike action indicating the action taken by the Bargaining Agent in regard to the strike.

#### Section 5

There shall be no "Lock-Out" permitted by the Employer during the term of this Agreement.

### ARTICLE 13

#### CLOTHING ALLOWANCE

##### Section 1

The Employer agrees to make available for each Water Plant/Waste Water Plant employee, and the employees shall wear, a uniform through the uniform service currently utilized by meter readers and waste water plant employees or the equivalent. The Employer agrees to make available for each employee who request such, a pair of overalls for the jobs requiring such, to be issued by the supervisor. The Employer shall also provide each employee with the equipment necessary to do the job such as weather-related clothing, boots and gloves. Also, the Employer agrees to provide a t-shirt alternative to the uniforms (per committee). The employer reserves the right to require uniforms at the employer's expense for any and all employees.

##### Section 2

The Employer agrees to create a uniform committee made up of two Union and two Management members. In the event of a tie, the City Administrator will break the tie.

##### Section 3

The Safety Shoe and Reimbursement Policy is hereby made a part of this contract. If you want a copy of this policy, it will be made available to you upon request of the AFSCME Union Representatives or the City Administration. Effective with the contract year beginning 7/1/2006, the City will reimburse each employee up to a maximum of \$125.00 annually in accordance with this policy. For employees with special physical needs requiring shoe alteration, the employer shall pay for one pair of shoes once per contract period up to a total not exceeding \$450.00.

## **ARTICLE 14**

### **REPLACEMENT OF PERSONAL BELONGINGS**

In the event an employee's eyeglasses, dentures, hearing aid, or artificial limb is damaged or lost due to activity on the job, the Employer shall pay replacement or repair costs, given the employee took reasonable care to avoid such damage or loss.

The employee shall notify his supervisor as soon as possible, but no later than at the end of his work shift that such damage or loss has occurred.

The employee shall submit to the Employer a written statement attesting to the circumstances that caused the damage or loss, and all receipts for replacement or repair.

## **ARTICLE 15**

### **JOB DESCRIPTIONS**

#### **Section 1**

The City, upon prior discussion with the Union, may update or modify job descriptions not including duties currently being performed or those which reasonably could be performed within a classification. Modifications in job descriptions shall not include duties currently being performed in another classification.

#### **Section 2**

The City may also develop new classifications and position descriptions for positions which do not currently exist. The City will not eliminate any classification by doing so.

#### **Section 3**

Any change in job specifications shall not disqualify an employee who held that position at the time of the change. Any change in job descriptions shall not be done arbitrarily or capriciously.

## **ARTICLE 16**

### **WORKING OUT OF CLASSIFICATION**

#### **Section 1**

When the City assigns an employee to work in a higher job classification on a temporary or emergency basis to replace employees who are off or to supplement the work force, the employee shall be compensated at the higher rate of pay, at their same step.

When the City assigns an employee to work a non-bargaining job classification on a temporary or emergency basis, the employee shall be compensated at fifty (\$.50) cents per hour on base over their normal rate of pay.

Section 2

If it is necessary to replace an absent employee with an employee who is in a higher classification, the employee in the higher classification with the least seniority will work in the lower classification. Employees temporarily required to work below their classification shall receive their regular rate of pay.

**ARTICLE 17**  
**SANITARY FACILITIES**

Section 1

The Employer will provide for Water Maintenance and Street Maintenance personnel two clothing lockers, clothing changing area, lunchroom area, and a shower wash-up area. The employees will police and keep clean those areas assigned for this purpose.

Section 2

Employees who currently receive the equipment and benefits listed in Section 1 of this article shall continue to do so during the term of this Agreement.

**ARTICLE 18**  
**SICK LEAVE**

Section 1

Each employee will be granted one and one-fourth (1-1/4) days (10 hours) of sick leave for each completed month of service with the City. Sick leave shall accumulate at the rate of fifteen (15) days per calendar year for a total without limit.

Section 2

An employee will be able to use sick leave for personal illness and also for the illness of a member of the immediate family. Immediate family in this case is defined as a member of the family living in the same household and includes the spouse or the employee's children. Sick leave with approval of the Mayor or City Administrator may also be used for the illness of a member of the employee's family when said family member lives outside the immediate household and the nature of the illness is so severe as to require the employee to be present with that family member provided that the Mayor or City Administrator may require documentation of such need.

Section 3

An employee shall be required to produce a doctor's certification only when a doctor's attention is necessary or the leave is more than four (4) consecutive days.

#### Section 4

When an employee is sick, he or she shall call the supervisor and explain the nature of the illness (e.g. personal illness, child illness) as soon as possible, before the beginning of the work shift, but not later than one-half (½) hour after the beginning time of the shift, unless due to an emergency, such call could not be made. When an employee is on an extended sick leave, the employee will only call on the first day of the leave and give an approximate date of return to work.

#### Section 5

If an employee on an extended sick leave runs out of accumulated sick leave and vacation time, he or she shall be entitled to a twenty (20) work day extension of paid sick leave from the Employer. Any city employee leaving the city shall repay any outstanding balance from final paycheck. Also, at the employee's option, the city will allow said employee to repay the advance out of vacation and/or comp time. The Employer will not be required to grant an extension to an employee who has established a record of sick leave abuse. Upon return to work, an employee who has been granted an extension will be required to return the extended sick leave to the Employer at the rate of seven (7) days per year. In addition the employee may be required to provide medical verification that he or she is unable to work.

#### Section 6

When an employee hired on or before December 26, 2000 retires from the City of Oregon, or through death terminates employment, he or she may convert to a cash payment accumulated sick leave based on a formula of one-half (½) of all unused accumulated sick leave. When an employee hired after December 26, 2000 retires from the City of Oregon, or through death terminates employment, he or she may convert to a cash payment accumulated sick leave based on a formula of one-half (1/2) of all unused accumulated sick leave up to a maximum of sixty (60) days (480 hours). For those employees hired after December 26, 2000, only sick leave earned while employed with the City of Oregon shall be eligible for cash conversion.

### **ARTICLE 19**

#### **INJURY LEAVE**

##### Section 1 - Introduction

Any employee sustaining injury in the course of employment shall, concurrent with seeking any necessary medical attention needed or required by the City, complete and present to the immediate supervisor an Employee Incident Report within 24 hours. In doing so, the employee shall choose whether or not to participate in the employer's Injury Pay Program.

## Section 2 - Injury Pay Program

Any regular employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio shall be carried on the regular payroll of the City as "Injury Pay" for the period of disability which is the direct result of such injury or disability, providing the extent of the injury or disability prevents such person from following his usual duties and providing further that such period shall in no case exceed seventy-five (75) calendar days. To be eligible for injury pay, employees must initially seek treatment from a "program" physician or facility as determined by the City, who will in turn render a diagnosis, prognosis, and a return to work prescription. If during this initial visit, or upon follow-up visits, the "program" physician determines that an employee should be absent from work, wage continuation identified as injury pay (and coded "A" for accident pay for payroll purposes), will immediately be granted. In this case, the length of such absence shall be determined by the "program" physician's written authorization and may extend up to 75 calendar days immediately following the incident. If an employee decides to seek treatment from a non-program personal physician certified by the BWC after the initial visit with the "program" physician, the employee will remain eligible for injury pay only so long as the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the program physician. The employee's personal physician will be the physician of record for workers' compensation purposes. If the opinion of the employee's treating physician conflicts with that of the program physician, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The City shall absorb the cost of such third opinion. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, the City can recoup injury pay in excess of 75 calendar days advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

Should such disability exceed seventy-five (75) calendar days, the City Administrator, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed fifteen (15) months.

Injury pay extension requests, accompanied by a "STATEMENT OF ATTENDING PHYSICIAN" setting forth the nature of the illness or injury and the need for additional time, must be presented to the City Administrator no later than two (2) weeks after expiration of the

original seventy-five (75) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury days will be charged to sick days.

Holidays which occur during approved injury disability periods shall be considered as ordinary calendar days. Holidays which occur during injury days which are subsequently disallowed shall in no event be charged against the employee's sick day accumulation.

If an employee returns to work prior to expiration of the original seventy-five (75) calendar day period and then is disabled at a later date due to the same injury, he may use the unused portion of the seventy-five (75) calendar day period and thereafter follow the procedure outlined in these rules.

At the expiration of the wage continuation granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Worker's Compensation act. Wage continuation will further cease under the following conditions:

- 1) Attending physician releases employee to return to work.
- 2) Employee returns to work for another employer.
- 3) Employee fails to return to a transitional assignment consistent with his/her medical restrictions and approved by the injured worker's treating physician.
- 4) Employee fails to appear for employer-sponsored medical examination.
- 5) Employee has reached maximum medical recovery and/or the condition has become permanent.
- 6) The claim is found to be fraudulent after payment has commenced.
- 7) Employment termination or violation of any company policy or guideline.

### Section 3 - Non-Participation in Injury Pay Program:

In those cases when an employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio, chooses not to participate in the employer's Injury Pay Program, the employee shall be carried on the regular payroll for the period of disability for a period of up to 75 calendar days. Employees opting out of the Injury Pay Program are cautioned to be aware of the Bureau of Worker's Compensation guidelines when selecting a physician outside the network established by the City. In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and

arising out of employment or related to an old injury, regular wages paid during this period of disability will be charged to sick days.

Section 4 - Transitional Work:

Transitional alternate work assignments with restriction ("light duty") may be prescribed by the program physician or offered by the city in accordance with physician restriction and are encouraged. Employees assigned to such duty shall be compensated at their regular rate of pay and will not be eligible for overtime. Any employee refusing to accept a transitional work assignment meeting physician restriction shall be ineligible for regular wages, injury pay, or sick leave.

Section 5 – Temporary Total Disability Payments

The employee must refund to the Treasury of the City of Oregon all amounts received as Temporary Total Disability benefits which the employee receives from the Bureau of Worker's Compensation for the period the employee is receiving wages from the city as regular wages, injury pay, or sick leave.

Section 6

The forms that are associated with the above referenced section are hereby made a part of this contract. If you want a copy of said forms, they are available upon request from the office of the DMPC (Disability Management Program Coordinator).

**ARTICLE 20**

UNION LEAVE

In each year of the term of this Agreement, Local 755 will be entitled to a total of eight paid Union leave days (64 hours work). The President of the Union will notify the City at least five (5) weeks prior to the use of Union leave. Less notice shall be permitted where the City's scheduling needs allow. If additional time is required, vacation time necessary will not be disapproved if to supplement Union leave.

Union leave shall be used for the following AFSCME events:

- AFSCME Ohio Educational Conference
- AFSCME Ohio Council 8 Convention
- AFSCME International Convention
- AFSCME Ohio Legislative Political Action Conference
- AFL-CIO Convention

**ARTICLE 21**  
**MILITARY LEAVE**

**Section 1**

Employees of the City of Oregon who are in short term military training duty shall be paid the difference between their regular rate of pay and the pay they receive from the military for service during such period.

There is a maximum of thirty-one (31) calendar days that the employee may receive this in any year. This pay is not for the purposes of attending monthly organizational or training meetings in a reserve unit.

**Section 2**

An employee who is called or enlists into military service shall be placed on an approved leave of absence during the initial tour of duty.

Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave.

**Section 3**

An employee who is called from the reserves or National Guard into active military service beyond the 31 day limit in section 1 shall be paid the difference between their regular pay and the pay they received from the military service during such period. In the event the military service pay exceeds the employee's regular pay, the employer is not obligated to pay the employee. An employee on such leave shall continue to accrue seniority.

**ARTICLE 22**  
**FUNERAL LEAVE**

**Section 1**

In the event of a death in the immediate family, a Bargaining Unit employee will be granted a three (3) day leave of absence with pay. For such purpose, the immediate family shall be considered to be a father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grand parent (not spouse's), step-child, step parent or other close relative living in the same household. If a death of a member of an immediate family occurs in another city at a distance which requires travel thereto for the greater part of a day, the employee will be granted a five (5) day leave of absence with pay. One (1) day absence with pay shall be allowed any such employee attending the funeral of an aunt, uncle, sister-in-law, brother-in-law, who are not living the same household. Notification of circumstances permitting a leave of absence under the provisions of this section shall be given to the Department Head or the Mayor prior to absence from duty. Such Department Head or Mayor

may require proof of the facts and circumstances claimed to entitle an employee to such leave of absence.

#### Section 2

It has been determined by the parties that traveling the greater part of day would be equal to 250 miles or more. It is expected that an employee would use interstate highways and the most direct route to travel to a city 250 miles or more from Oregon. In the event of a dispute, the parties agree to use the American Automobile Association to determine the most direct route.

#### Section 3

Employees may use sick leave to supplement funeral leave and where no sick leave is available, vacation may be used.

### **ARTICLE 23**

#### **JURY DUTY**

#### Section 1

Any employee of the City of Oregon who is required to serve on the jury of any court of record shall be paid their regular rate of pay during such period. In order for the employee to receive pay, they must secure a certificate from the Clerk of Courts in which they served evidencing the fact of their having been required to serve. An employee discharged from jury duty before noon should report back to their assigned job.

#### Section 2

An employee subpoenaed as a witness on behalf of the City, or any law enforcement agency, shall be paid their regular rate of pay in accordance with section 1 of this Article.

#### Section 3

The provisions of this Article shall apply to all members of the Bargaining Unit including those who may be working the second or third shift.

### **ARTICLE 24**

#### **VACATION BONUS**

#### Section 1

The Employer shall grant each employee as a bonus, one third (1/3) of his or her unused sick leave during each current year as vacation time. Employees who have earned sick benefits in the previous year shall be granted vacation bonus as follows:

**DAYS OF ANNUAL UNUSED SICK LEAVE**

**VACATION BONUS DAYS**

15	5
14	5
13	4-1/2
12	4
11	4
10	3-1/2

None of the vacation bonus days are subtracted from the employee's accumulated sick leave total.

Section 1(a)

In lieu of vacation bonus days an eligible employee may choose instead to be paid his/her regular pay for the amount of vacation bonus days earned. Should the employee choose this option, he/she will receive pay only and not receive any bonus vacation days off.

Any pay received under this section shall be made by March 31st of the subsequent year. Reasonable notice to the employer shall be required prior to March 31st.

Section 2

During the first three quarters of each calendar year, employees will be credited with one half (1/2) day of vacation bonus for each quarter that sick leave is not used. Each one half (1/2) day vacation bonus so credited will not be lost when sick time is used in subsequent quarter. At the end of the fourth quarter, employees will receive vacation bonus days as provided in Section 1 above, not to exceed a total of five (5) vacation bonus days in any one year. Vacation bonus days so accumulated shall be used in the next calendar year.

**ARTICLE 25**

UNPAID LEAVE OF ABSENCE

Section 1

A personal leave of absence at the request of the employee may be granted upon the approval of the City in accordance with the rules established herein. An approved leave of absence will be required when the employee will be absent on his or her accord for more than five (5) work days.

Any request for excused absence for a period of five (5) days or less may be granted by the employee's department manager without the necessity of preparing formal leave papers. Request for leave of absence shall be in writing in triplicate, and shall be signed by the employee stating the reason for said leave.

Section 2

With the approval of the Mayor, a leave of absence without pay may be granted for up to one year without loss of position by the employee. When an employee returns from an approved leave of absence, the employee shall return to the position in the service from which the leave was granted or a comparable position.

### Section 3 - LOSS OF FRINGE BENEFITS

An employee on an approved leave of absence shall continue to accumulate seniority during the period of the employee's absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have hospitalization, surgical insurance, prescription insurance and death benefit continued in force by the City. Unless otherwise required under the Family Medical Leave Act, an employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive fringe benefits during the period of such leave; however, the employee may arrange to prepay through the office of the Finance Director the premiums necessary to continue the employee's life and health care insurance as allowed by the carrier during the period of time the employee is on leave.

Approved unpaid leaves shall be counted as time of service.

### Section 4 - FALSIFICATION OF

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then the employee will be discharged.

### Section 5

In the event an employee has exhausted his/her sick leave, he/she shall be entitled to an unpaid medical leave of absence for up to 1-1/2 years unless extended by mutual Agreement. A doctor's statement verifying the end and approximate duration of such leave may be required by the City.

During the first thirty days of medical leave of absence, the employee's hospitalization, surgical insurance, prescription insurance and death benefit shall be continued in force by the City.

## **ARTICLE 26**

### ECONOMICS AND MEDICAL FRINGE BENEFITS

#### Section 1

The Employer shall provide a \$50,000 life insurance policy for each employee, effective beginning 1/1/98.

## Section 2

The Employer shall provide a Family Prescription Drug Card plan for each employee with a deductible not to exceed \$10.00 for generic drugs and \$20.00 for brand name drugs.

## Section 3

The Employer shall continue to provide through a reputable carrier or self-funded trust, hospitalization, at least that level of medical care coverage and surgical benefits as in effect June 1, 1991. Cost for such coverage shall be paid 90% by the employer and 10% by the employee. The employee share shall not exceed \$120 per month in Year 1 of the Agreement and \$135.00 per month in Years 2 and 3 of the Agreement for a family plan or \$60 per month in Year 1 of the Agreement and \$67.50 per month in Years 2 and 3 of the Agreement for a single plan (employee contributions are retroactive to the beginning date of the Agreement).

The Employer shall also provide optical and dental benefits to the coverage presently in effect.

Fringe benefits for Bargaining Unit employees shall begin to accrue on the date of appointment except hospitalization and life insurance which shall begin ninety (90) days from such appointment date.

All regular part-time employees working eighty (80) hours or more per month shall receive hospitalization - single Med. Choice including optical, dental and prescription coverage. All other benefits shall be provided on a pro-rata basis, except that such employees will not receive longevity, or vacation bonus.

## Section 3a

For the purpose of exploring options to maximize the benefits received and the dollars spent for medical and life insurance, there shall be a committee comprised of a representative from each bargaining unit and administrative representatives to evaluate and make recommendations regarding flex benefits, cafeteria plans and health insurance options.

## Section 4

A covered employee who chooses to drop the city health insurance shall receive a bonus of \$750.00 for a family enrollee and \$500.00 for a single enrollee. Said bonus shall be paid only after the window period for enrolling in the plan has expired for that year. Evidence of other coverage shall be required.

The request for the above bonus shall be made in writing by the employee.

## Section 5

The City will provide annually each employee enrolled in the health insurance program the sum of one hundred dollars (\$100.00) as reimbursement for employee co-pay obligations. However, if an employee opts out of the health insurance program, no co-pay reimbursement will be given. This co-pay will be paid on the second pay day after execution of said contract. Each

MEMORANDUM OF UNDERSTANDING - 7/13/04

1. Effective 7/1/04, there shall be a \$.49 per hour increase to all steps of all job classifications.
2. In addition to the \$.49 per hour increase above, the Staff Accountant position and Supervisor Accounts Payable position shall have each step of their respective classifications increased an additional \$.50.
3. Article 26, Section 3 shall be amended to reflect a sharing of health care premium expenses as follows:
  - a. Effective 7/1/04 – 95% paid by the employer and 5% paid by the employee; the employee share shall not exceed \$50 per month for a family plan or \$25 per month for a single plan
  - b. Effective 1/1/06 – 90% paid by the employer and 10% paid by the employee; the employee share shall not exceed \$100 per month for a family plan or \$50 per month for a single plan
4. In the event one more AFSCME employee on a family plan chooses to opt out of the City's health insurance program than is currently opting out as of 6/30/04, Article 26, Section 4 shall be amended as follows, and shall take effect on the first full month after the additional opt out (not retroactive):

Each regular AFSCME employee who is eligible to receive hospitalization and major medical insurance coverage from the City and chooses not to receive said coverage shall be entitled to receive compensation in lieu of said coverage. Employees opting out of a family plan shall receive an amount equal to \$200 per month for each full month of coverage forgone. Total payments made to the employee for foregoing said coverage shall not exceed \$2,400 annually. Single enrollees opting out of a single plan shall receive an amount equal to \$41.67 per month for each full month of coverage forgone. Total payments made to the employee for foregoing said coverage shall not exceed \$500 annually. AFSCME employees who are eligible to receive hospitalization and major medical insurance coverage but choose not to receive said coverage because they are already eligible to receive benefits under the City by virtue of a familial relationship, shall be eligible to receive \$62.50 per month for each full month of coverage foregone. Total payments made to the employee for foregoing said coverage shall not exceed \$750 annually. Said bonus shall be paid only after the window period for enrolling in the plan has expired for that year. Evidence of other coverage shall be required.

5. Either party may reopen the contract to negotiate wages only in the final year of the contract (7/1/05 – 6/30/06) by providing appropriate notice as indicated in

Article 53. However, in order to insure AFSCME members will not see a net decrease in compensation, the city agrees any wage increase in the final year shall not be less than a percentage necessary to offset the increase in the employee's portion of health care expenses when changing from 5% to 10% of the overall premium cost on 1/1/06.

6. All other terms and conditions of the existing agreement shall remain in effect.

For the City of Oregon:

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For the AFSCME:

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year thereafter, this co-pay will be paid on the first pay day in July for the term of the contract. You shall receive the above referenced payment if you are on active pay status as a city employee on said dates.

Section 6

The City agrees to pursue securing bids for equal or better coverage at a lower rate for their employees.

The City also agrees to have a Union representative participate in review and coordination of health care coverage changes.

Section 7

The City agrees to allow employees to participate in a Section 125 type plan so long as no costs, other than administrative, are incurred by the City as a result of such participation.

**ARTICLE 27**

**HOLIDAYS**

Section 1

The following days shall be considered holidays with pay for all employees provided that the employee works or is on a paid leave on the regularly scheduled working day immediately preceding and immediately following such holiday.

New Year's Day

Thanksgiving Day

Martin Luther King Day

Day after Thanksgiving

Good Friday

Christmas Eve

(between 12:00 P.M.- 5:00 P.M.)

Memorial Day

Christmas Day

Independence Day

New Year's Eve

Labor Day

Veteran's Day

One Personal Day (Employee generally to give 24 Hour Notice, except in emergency. New employees are eligible to take the personal day after the employee has successfully completed 6 months of service.)

Section 2

Whenever a holiday falls on Saturday, all employees who are entitled to this day off will celebrate that holiday on the preceding Friday. Whenever a holiday falls on Sunday, all employees who are entitled to this day off will celebrate that holiday on the following Monday. This shall not be construed to change or affect working schedules for shift employees in Wastewater or Water Treatment. These employees shall receive an extra day off with full compensation for each holiday. Shift employees that work on a holiday see Article 10, Section 2.

If a holiday for a shift employee falls on a regular day off, the employee shall receive an additional day off to be scheduled with Agreement of the immediate supervisor.

Section 3

When more than one shift Operator is scheduled for a holiday and only one is needed, the most senior employee normally on that shift (by departmental seniority) shall have the option to work or not to work.

**ARTICLE 28**

VACATION

Section 1

Employees shall be entitled to the following vacation schedule:

YEARS OF SERVICE

YEARLY ENTITLEMENT

Less than 1 year  
Upon completion of 1 year  
Upon completion of 5 years  
Upon completion of 10 years  
Upon completion of 15 years  
Beginning at 20 years

-0-  
Two (2) weeks (80 Hrs.)  
Three (3) weeks (120 Hrs.)  
Four (4) weeks (160 Hrs.)  
Five (5) weeks (200 Hrs.)  
Six (6) weeks (240 Hrs.)

Section 2

At the employee's option, one (1) week of vacation may be carried over each year.

Section 3

An employee may apply for and receive the total amount of vacation pay the pay period prior to going on vacation. The employee must provide ample notice to the City in order to receive this advance payment for vacation.

Section 4

Employees shall be entitled to schedule vacation with preference for scheduling purposes being determined by seniority in the following manner. An employee shall be entitled to his/her choice of vacation for up to two (2) weeks of vacation when scheduled by March 15th. An employee shall be entitled to his or her own choice of vacation for the remainder of his or her vacation when scheduled by March 31st. Vacation shall be scheduled in units of no less than four (4) hours at a time unless mutually agreed for less with supervisor. Upon approval of scheduled vacation, changes or cancellations shall require a five (5) work day notice to the Employer.

**ARTICLE 29**  
**LONGEVITY PAY**

**Section 1**

All full-time employees shall receive Longevity Pay with the first pay period in December computed on their base salary as follows:

After ten (10) years of service - 2%  
1/4% will be added for each year of service after  
ten (10) years, not to exceed 7% at thirty (30) years.

**Section 2**

Any employee currently receiving longevity or who will complete five (5) years of service by December 31, 1985, shall receive longevity pay in accordance with the longevity pay provision contained in the previous Agreement. Any employee currently receiving longevity with less than ten (10) years of service shall be frozen at the 2% level until they complete ten (10) years of service, not to exceed 7%. Any employee presently receiving more than 7% will be frozen at their current rate.

**Section 3 - PAYMENT OF LONGEVITY**

When an employee severs his employment with the City of Oregon, prior to the time when longevity checks are issued, an employee shall receive the longevity due him or her based upon the length of continuous service with the City of Oregon. The employee shall receive the longevity check at the time of separation.

Employees who complete ten (10) years of service after December 31 but leave employment with the City before December 1, shall be paid a pro rata share of longevity from their 10th anniversary date up to the date of separation. All other employees shall be paid pro rata longevity from January 1 up to the date of separation.

**Section 4**

For employees with part-time service, years of service for this section shall be calculated by the same formula as that used for seniority date.

**ARTICLE 30**  
**MANAGEMENT RIGHTS**

**Section 1**

Except to the extent expressly abridged by specific articles and sections of this Agreement, the Employer reserves, retains and possesses all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

- A. To determine the location and number of facilities;

- B. To determine and manage its facilities, equipment, operations, programs, and services;
- C. To manage and direct its employees, including the right to select, hire, assign, promote, transfer, or discipline employees (as covered in this Agreement);
- D. To determine the size and composition of the work force;
- E. To issue work orders and rules of work standards, and govern employee conduct;
- F. To utilize personnel methods and means in the most appropriate and efficient manner;
- G. To determine the hours of work and work schedule of employees. Changes involving work schedules will be discussed prior to the change with affected employees;
- H. To take all necessary and specific action during emergency operational situations;
- I. To introduce changes in programs, methods or facilities;
- J. To determine the management organization, including the selection, retention and promotion to positions not within the scope of this Agreement;
- K. To determine equipment required and necessary to perform work related activities;
- L. To relieve employees from duty because of austerity programs consistent with provisions herein.

Section 2

The Bargaining Agent recognizes the inherent management rights possessed by the Employer. To the extent that the above rights are abridged expressly by specific articles and sections of this Agreement, alleged violations are subject to the grievance procedure herein.

**ARTICLE 31**  
**SUBCONTRACTING**

Section 1

The Employer will not subcontract any work which will result in the lay off of any employee in the Bargaining Unit.

Section 2

The City will not subcontract any work being performed by the Bargaining Unit where the cost of such work is under \$5,000.00 unless mutually agreed or may subcontract work in an emergency that poses an immediate threat to the health, welfare, and safety of the community only after all available Bargaining Unit employees have been called.

Prior to subcontracting any job the city shall notify the union. The union will have the opportunity to discuss the project with the city and present a proposal to do the work. However,

the city retains the sole discretion to determine if the job is to be subcontracted or if city forces will be used.

Section 3

Laid off employees will be called back to work even if on a temporary basis prior to any subcontracting if the job to be completed is within the scope of the laid off employee's classification and the job entails work that would take one employee more than two (2) days to complete.

Section 4

Disputes as to whether a subcontracting case violates this provision shall be subject immediately to Step 4 of the Grievance Procedure.

**ARTICLE 32**

SEASONAL AND TEMPORARY EMPLOYEES

No temporary, seasonal or workfare employee will perform work that is done by the Bargaining Unit where such replacement would cause loss of job or loss of overtime opportunity that is of a routine or regular nature. The City will not solicit volunteers to do union work.

**ARTICLE 33**

SUPERVISORY EMPLOYEES

Section 1

No Supervisory employee will perform work that is done by the Bargaining Unit. It is the management's responsibility to determine and authorize overtime work. Emergency situations involving public safety may be acted on immediately by supervisory personnel.

Section 2

Any employee who is selected for and serves in a supervisory position or other position excluded from the Bargaining Unit for ninety (90) calendar days or more shall forfeit his/her Bargaining Unit seniority. Such an employee shall have the right to return to his/her previous position in the Bargaining Unit within the initial ninety (90) calendar day period. Any employee displaced by this provision shall be returned to his/her previous position.

**ARTICLE 34**

PROBATIONARY PERIOD

Section 1

The probationary period for any new employee shall be ninety (90) days. The employer may, at its sole discretion, extend a probationary period for up to an additional sixty (60) days. Any employee who completes this probationary period shall be considered eligible for all benefits covered in this Agreement except as set out in Article 26, Section 3. See Article 42, Section 6 for probationary periods for positions requiring state certifications.

Section 2

The City maintains the sole and exclusive right to relieve, suspend, or discipline newly hired probationary employees and such action shall not be subject to the Grievance Procedure.

**ARTICLE 35**

**LABOR/MANAGEMENT MEETINGS**

Section 1

The parties agree that they shall meet quarterly at a mutually agreed time to discuss problems, settle disputes, administer this Agreement, and preserve a good labor/management relationship.

Section 2

The President of the Union, the Vice President and the Chief Steward, and a representative of AFSCME Ohio Council 8 may attend for the Union. The City Administrator or his designee and one (1) other city representative shall represent the Employer.

Section 3

The party requesting the meeting shall submit to the other side a written agenda no later than two (2) work days prior to the meeting. Only by mutual Agreement may the parties discuss items not on the agenda.

**ARTICLE 36**

**SAVINGS CLAUSE**

Section 1

Should any part of this Agreement or provision contained herein be declared invalid by operation of State or Federal Law, existing or promulgated in the future, or by a tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly, if required, for the purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE 37**  
**MAINTENANCE OF STANDARDS**

**Section 1**

The parties recognize that certain practices are a part of departmental working conditions. Changes in past practices that involve working conditions shall be changed by negotiation only.

**Section 2**

Past practice as provided in this Article shall be defined as a practice that is clear, consistently followed over a reasonable period of time which is accepted by both the Union and the Employer. The issue of acceptance may be established by inference from the circumstances.

**ARTICLE 38**  
**WORK RULES**

**Section 1**

All future work rules and changes in existing work rules shall be discussed with the Union prior to implementation.

**Section 2**

When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) work days before becoming effective. The City further agrees to furnish each employee in the Bargaining Unit with a copy of all work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

**Section 3**

All rules shall be uniformly applied and enforced by the appropriate supervisor.

**Section 4**

All new rules or changes in existing rules must be necessary and reasonable. A grievance regarding a violation of this Article may be submitted directly to Step 3 of the Grievance Procedure. The rule shall not be implemented until the grievance is resolved.

**ARTICLE 39**  
**MATERNITY LEAVE**

A female employee of the City who has six (6) months of seniority shall be granted Maternity Leave beginning sixty (60) calendar days prior to the expected date of delivery. In the event the employee does not desire to go on leave at that time, she shall furnish the City with a statement from her attending physician indicating that the employee has the physician's approval to continue working. The employee may return to work any time after the delivery of the child providing approval by her physician.

If the employee has not taken more than a total of one hundred and twenty (120) calendar days of Maternity Leave either before or after the delivery date, then she shall be returned to her former position or a comparable position. In the event the employee desires more leave, she shall apply for such additional time as provided in the paragraph title "Leave of Absence" herein.

The employee shall be entitled to use as much of her accumulated sick pay as she desires, and shall only be placed on Leave of Absence as provided herein when she is not being paid as provided above.

The City will continue paid medical and life insurance coverage for women on maternity leave for a period of thirty (30) days, but such employee would not be eligible for second thirty (30) days under extended unpaid leave sections of this contract for the same pregnancy (City would agree to either pay under extended leave or maternity leave, but not both).

A male employee shall at the option of the employee be entitled to sick pay for the maternity of his spouse. The male employee shall be entitled to take up to ten (10) days from accrued sick days for the purpose of assisting his family at the time of his wife's delivery or pregnancy related problems (i.e., miscarriages).

## **ARTICLE 40**

### **UNION BULLETIN BOARDS**

#### **Section 1**

The Employer shall provide space and supply a 22 inch by 36 inch bulletin board for the exclusive use of the Union. There shall be one (1) bulletin board in each department as specified below:

Water Maintenance

Meter Department

Water Plant

Cemeteries

Wastewater Plant

Streets and Recreation

Police Records

#### **Section 2**

After notifying the President/Union representative, the Employer reserves the right to remove from the bulletin board any material which is offensive or degrading. Where material is not offensive or degrading but is not Union business, the Employer will notify the Local Union President and request removal.

## **ARTICLE 41**

### **WAGE RATES**

#### **Section 1**

There shall be a 2-1/2% across the board pay increase retroactive to July 1, 2009. There shall be a 2% across the board pay increase effective July 1, 2010. The parties agree this Agreement may be reopened by either party to negotiate base wages only applicable to Year 3 of the Agreement in accordance with the procedure set forth in Article 52. In addition, the Staff Accountant position and the Supervisor Accounts Payable position shall have each step of their respective pay schedules increased by \$1.00 over rates in effect 6/30/2009. All pay increases provided by this paragraph shall also be applied to the Staff Accountant and Supervisor Accounts Payable positions after the steps have been amended by the addition of the \$1.00.

#### Section 2

The seven step program shall remain in effect with percentage increase, added to each step as per Section One (1).

#### Section 3

Employees shall automatically move upward through the specified steps annually on their anniversary date until the maximum rate has been reached as in the attached Wage Rates Schedules.

#### Section 4

Employees transferring from one classification to another shall transfer at the same step and retain the same anniversary date, e.g., an employee in Step 3 of his classification will be on Step 3 of his new classification and will be paid at Step 3 of his new classification.

### **ARTICLE 42**

#### **SENIORITY AND OTHER RELATED MATTERS**

##### **Section 1 - DEFINITION OF SENIORITY**

An employee's seniority with the City of Oregon begins the time and date the employee reports to work after his appointment by the Mayor to a position in the Bargaining Unit. When several individuals in the classified service are appointed to the same position on the same date, the seniority for that appointment will be on the basis of the Civil Service examination placement for the position. In the event that there be a tie score and both individuals are appointed, the seniority shall then be in accordance with the employment application date. When individuals transfer from one department or division to another, their city-wide seniority will be taken into consideration for vacation credits, step advancement, and longevity, but not for departmental purposes. Ties in departmental seniority shall be settled on the basis of most total city seniority. Except as otherwise provided in Article 50, work assignments not requiring special abilities

within a department or division will be filled on the basis of department or division continuous seniority in their classification.

Any employee who transferred to this Bargaining Unit prior to July 1, 1984, shall have full rights from the date of hire with the City.

Employees whose positions were added to the Bargaining Unit in 1985 shall have full rights from date of hire with the City.

The positions held by each member of the Bargaining Unit as of July 1, 1984, is confirmed to be the proper position of the employee regardless of any informality in his appointment.

Part-time seniority as defined in this agreement shall be calculated on a pro-rated basis, in accordance with the following examples:

Normally work twenty (20) hours per week X two (2) years equals one year.

Normally work twenty-two (22) hours per week X two (2) years equals one and one-tenth (1-1/10) year.

## Section 2 - SENIORITY LISTS

The Employer will provide the Union with an updated seniority list as required. The seniority list will include the employee's name, date of hire, and department or division and classification.

## Section 3 - LAYOFF PROCEDURE

When it becomes necessary because of lack of work or funds to reduce the number of Bargaining Unit employees, emergency, provisional, temporary, seasonal, and probationary employees in the Bargaining Unit shall be laid off first, in that order. Permanent employees shall be laid off next if necessary. An employee who is laid off or whose job is abolished shall have the right to displace another employee in the Bargaining Unit with less seniority. Any employee who is displaced due to this procedure shall also have the same rights to displace other employees based on seniority. This process shall repeat itself until the employees having the least amount of seniority in the Bargaining Unit have been displaced by employees with greater seniority who have the qualifications and ability to perform the duties of the position. Any employee whose position has been identified for abolishment or who has been displaced by a more senior employee shall have the right to accept a layoff rather than displace other employees.

In the event an employee is laid off, he or she shall receive payment for earned but unused vacation and unpaid overtime. The City agrees to give the Union President and employees identified for layoff, a written notice of layoff two (2) weeks in advance. Upon the request of the Union, the City shall meet with the Union to discuss the reasons for the layoff.

## Section 4 - WATER PLANT OPERATOR

Nor more than one (1) water plant operator shall be bumped by non water operation certified employees. Provided however, that upon certification of the one bumping employee bumping shall be initiated for any other employee limited by this section.

In the event that a water work operator is bumped due to layoffs, management and/or supervisory staff would be allowed to operate the plant in an exercise of training such new employees entering these positions for the extent of a ninety (90) day probationary period.

#### **Section 5 - RECALL FROM LAYOFF**

Employees laid off or displaced will be placed on a recall list by seniority. Employees will remain on this list until they are returned to the classification they occupied in their department prior to the layoff. As jobs or funding again becomes available, permanent employees will be recalled by seniority to fill the vacancies in the same, lower, or higher salary group, providing the employee has the qualifications to perform the job. The Employer will not hire from an outside source until all employees on the recall list are back to work or unless there are no employees on the recall list who accept the job opening. Then the City may post for bid or hire from an outside source. All recalled employees shall be notified by certified mail to the address or record within fourteen (14) calendar days. It is the responsibility of employees to provide their last change of address to the Employer.

#### **Section 6 - POSTING AND BIDDING**

When it is determined to fill a position that becomes vacant due to an employee quitting, resigning, retiring, being promoted, demoted, dismissed, etc., or when a new job is created, notice of the vacancy shall be posted on a prominent bulletin board in every department in the city for five (5) work days.

An employee may bid on the position by filling out the proper form provided and returning it to their Department Head or to the Office of the City Administrator.

The job shall be awarded to the employee with the most seniority who has bid on the job and has the qualifications. If no employee has the qualifications for the job, the Employer may hire from an outside source. If appointment to the desired position was not covered by initial Civil Service testing or the employee has not performed in such position, the Employer may require the employee to demonstrate ability and qualifications. The preceding sentence has no application to incumbents nor does it authorize formal testing.

The posting shall include the classification title of the job, the normal shift and location and the rate or range of pay for the job.

The Union President shall receive a copy of every posting the same day it is posted, and the Union shall also be notified when the job has been filled and by whom, and the reasons therefore, in writing. All bidders shall be notified of the successful bidder.

All vacancies shall be posted for bid within ten (10) days of the occurrence of the vacancy, and filled within thirty (30) days of the occurrence of the vacancy unless circumstances beyond the control of the city precludes filling the vacancy within the thirty (30) day time limit.

The successful bidder will have a sixty (60) day probationary period with adequate training from the date of placement on the job. The department manager may end an employee's probationary period prior to the end of the sixty (60) days by giving the employee at least twenty (20) working days notice prior to taking this action. If in the sixty (60) day probationary period the employee shows little or no progress, he will be returned to his original position prior to the job transfer. Prior to the end of the probation employees shall have the option to return to original position.

An employee who successfully bids laterally on a vacancy will not be permitted to bid laterally again for one (1) year.

The shift breaker position shall be a one (1) year bid position.

The City may, because of lack of work or lack of funds, abolish a vacant position, providing the Union President is notified in writing. Upon request of the Union, the City shall meet with the Union to discuss the reasons for the job abolishment.

Full-time positions will be filled with full-time people.

No Civil Service testing shall be required for bidding.

Where a part-time position evolves over time and work load into a full-time position, the incumbent need not bid for the additional hours.

#### **Section 7 - JOB QUALIFICATIONS AND BIDDING PROCEDURE STUDY COMMITTEE**

The parties agree to establish a joint committee to study problems concerning job qualifications and the bidding procedure.

### **ARTICLE 43**

#### **HEALTH AND SAFETY**

##### **Section 1 - SAFETY COMMITTEE**

Three (3) members of the Union and three (3) administrative employees shall comprise the Safety Committee. The Committee shall meet once a quarter, or more frequently as needed, during working hours at a specified day and time to review the overall safety procedures and also to recommend corrective action as such may be needed to maintain safe working conditions.

##### **Section 2**

A Steward, along with his or her Supervisor, may make a tour of their department from time to time and report their findings to the Safety Committee. Such tour may be conducted when an employee reports an unsafe working condition.

Section 3

The Employer agrees that it will provide a safe and healthful working condition.

Section 4

The parties agree to discuss the effects and possible modifications of the use of video display terminals (VDT's) in Labor/Management Meetings.

Section 5

The Employer agrees to provide safety training when appropriate as determined by management and as funds are available. The City agrees to take training recommendations from the Safety Committee into consideration. Training shall occur on work time provided no overtime is generated.

Section 6

The Employer shall maintain a list of County Health Department or other appropriate agency's where vaccination programs are available. The Employer shall provide employees who request vaccinations with the available vaccinations which are approved and provided by the Lucas County Health Department at no cost to the employees on a schedule as arranged by the appropriate agency as listed above.

Section 7

No employee shall be required or allowed to work in excess of sixteen (16) consecutive hours, or more than sixteen (16) hours in any twenty-four (24) hour day beginning with the start of shift to the start of the next shift.

Section 8

The City and Union recognize illegal drug use and alcohol misuse as a threat to the public safety and welfare and to the employees of the city. Thus, in the event the city determines to implement a drug testing program affecting all members of the union, all members of the union shall be subject to all testing requirements and procedures, including random testing, as are currently required of Holders of Commercial Driver's License pursuant to the Controlled Substance and Alcohol Testing Policy to Holders of a Commercial Driver's License, currently a part of this contract. The City recognizes any rights provided under Article 8, Section 6 apply to all employees.

## HAZARDOUS DUTY PAY

### Section 1

Whenever an employee is working in a trench or open excavation six (6) feet below ground level, the employee shall earn an additional \$.40 per hour for all time worked at that level.

### Section 2

Specific areas agreed to as hazardous when employees are working in or on:

- A.
  - 1. Aeration tanks
  - 2. Elevated water tank
  - 3. Light poles over aeration tanks requiring scaffolding at the Wastewater Plant
  - 4. Only for work actually performed on a ladder 20 feet or above
  - 5. Permit-required confined spaces
- B. The City agrees to pay in one (1) hour increments
- C. The City agrees that in areas where ventilation is required, the employee shall be provided ventilation equipment on request.

## **ARTICLE 45**

### SUCCESSORS AND ASSIGNEES

Should the City sell or lease operations that are covered herein, the purchaser or the lessee shall be informed of the exact terms of this Agreement and the sale or lease shall be conditional on the purchaser or lessee assuming all of the obligations herein until the provisions of this Agreement are terminated in Article 52, Termination.

## **ARTICLE 46**

### RESIDENCY

Employees shall reside within ten (10) miles of the City limits.

## **ARTICLE 47**

### MISCELLANEOUS

#### Section 1 - WASTEWATER AND WATER SCHEDULE AGREEMENT

- 1. Machine Repair Technician-Operators, the Assistant Maintenance Specialist, and Instrument Electronics Technician-Operator shall not be required to fill in for Wastewater or water Plant Operators who are on vacation when such a fill-in would necessitate a shift change.
- 2. Machine Repair Technician-Operators, the Assistant Maintenance Specialist, and Instrument Electronics Technician-Operator may be used to fill in for an absent

Wastewater or water Operator on their normal day shift Monday through Friday and may continue to be assigned duties in conjunction with work required in the Operator capacity.

3. Machine Repair Technician-Operators, the Assistant Maintenance Specialist, and Instrument Electronics Technician-Operator will continue the currently existing fill-in for Wastewater Operators on the Sunday day shift.
4. Wastewater Operators and Water Operators are required to provide thirty (30) day notice for scheduling of vacation that will require a fill-in.
5. The City reserves the right to schedule one (1) operator per shift on a holiday.

### Section 2 - STREET DEPARTMENT AGREEMENT

Heavy Equipment Operators shall be eligible to select work assignments on a total department seniority basis when heavy Equipment Operator work assignments are not required for all or part of the employees in that classification.

The City shall continue to establish annually snow plow crews as has previously been practiced. Employees shall annually select crews they wish to work with based on departmental seniority. Other employees shall be placed on a stand-by list. By doing so, the City is not agreeing to require staffing or equipment use.

### SNOW REMOVAL AGREEMENT

1. A and B maintenance crews will be established annually with employees selecting the crew and area they wish to work based on departmental seniority. Employees who are not successful in the annual crew and area bid shall be placed on a stand-by list to be called for vacancies within a crew.
2. A and B crews will be eligible for overtime on a twenty-four hour period from 7:00 am to 7:00 a.m., or as modified by Article 9, Section 6.
3. Eligible crew members will be called first. Extra Maintenance Workers not assigned to a crew shall be called in for overtime before workers from the other crew. If unable to fill overtime needs with Street Maintenance Workers, then go to low hours out of classification within the Street Department.
4. Street Maintenance Workers will fill trucks before going out of classification or out of department. Street Maintenance Workers who are ineligible at the time of the overtime call-out because they are on a required break will replace an out-of-classification or out-of-department employee once their break is over. The same would apply to all other classifications within the Street Department.
5. Employees who reach sixteen consecutive hours during their regular workday will be placed in assignments within their classification for all hours after sixteen which do not involve driving or utilizing any mechanized snow removal equipment. Examples of such duties include, but are not limited to, vehicle cleaning, minor vehicle maintenance, and

building cleaning.

6. Employees shall be required to have eight hours of break time in a twenty-four hour period in order to be eligible for overtime call-out. The break time shall be the sum of time off before and after their normal shift. However, if the employee does not work for any portion of their normal shift, the break time shall include that part of the normal workday that the employee does not work.
7. Those employees who determine themselves to be too fatigued from excessive work shall be allowed to use accrued compensatory or vacation leave for all or a portion of their normal workday by informing the Crew Leader or Superintendent. The employee may, at the employee's option, take the balance of the regular workday off without pay. Said hours taken without pay shall be counted as compensable time for purposes of overtime eligibility.
8. HEO's will be called by low hours and updated daily.
9. All overtime hours will be updated daily by 3:00pm.

### **Section 3 - NOTICE AGREEMENT**

The City agrees to provide notice, as soon as possible, to the Union regarding any Civil Rights Suit initiated against the City by a member of the Bargaining Unit.

The City agrees to make all related public documents available for copying by the Union.

### **Section 4 - SUPERVISORY AGREEMENT**

Past practice shall be maintained in those clerical areas where supervisors provided some clerical services.

### **Section 5**

1. The shift breaker's schedule will be day shift, Monday through Friday; except when scheduled to fill in for another operator.
2. The shift breaker will be given a minimum of 30 days notice when required to change his schedule to fill in for a vacationing operator.
3. The shift breaker will be given seventy-two (72) hours notice when required to fill in for an operator.
4. When scheduling the shift breaker to fill in for operators, he will be given at least sixteen (16) hours off between shifts.
5. Lacking any bids, the operator with the least seniority will be assigned this position. Assumption of the shift breakers duties will begin approximately 30 days after the job has been assigned. If a shift breaker desires to re-bid into a vacancy and as a result his vacation causes a conflict he will re-schedule his vacation.

## Section 6

The City agrees to continue to deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

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

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

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## **ARTICLE 48**

### COMMERCIAL DRIVERS LICENSE

#### Section 1

The City will pay each employee who is in a position requiring a CDL, or who agrees to be placed on the CDL call-out list, upon proof of a new license or renewal, the difference between a regular drivers license fee and the CDL license fee.

#### Section 2

Future employees of the City of Oregon hired into a position requiring the CDL will be required to obtain a CDL within their probationary period.

#### Section 3

Current employees of the City of Oregon, who transfer to a new position requiring a CDL through the bid process, will be required to obtain a CDL within their probationary period. Any request for additional time is to be made in writing, to the Mayor, stating the circumstances of the

employee's inability to obtain a CDL. Approval of requested extension is to be made by the Mayor.

#### Section 4

Employees shall be allowed to use city vehicles under the direction of the division manager, as part of their department training, to prepare for the CDL driving test. Training shall take place during normal work hours and shall start within the employee's first thirty (30) days.

#### Section 5

Employees working in jobs which require the CDL shall notify the Employer immediately if his/her license is suspended, revoked, canceled or the employee otherwise is ineligible to drive. An employee who is unable to drive due to such reason shall be reassigned to non-driving duties for a period of suspension, and shall be ineligible for overtime call out for any job or assignment that may require driving. In the event there is no work available for the employee which does not involve required driving of CDL vehicles, the employee shall have all rights guaranteed under this Agreement including but not limited to bidding on vacancies and layoff for lack of work pursuant to Article 42.

#### Section 6

An employee on layoff status due to being disqualified to drive due to loss of the CDL or inability to obtain CDL shall regain recall and vacancy bidding rights into a job requiring the CDL upon notice to the employer that driving privileges have been reinstated.

#### Section 7

In the event an employee covered by the Employer's insurance on vehicles becomes uninsurable at the standard insurance rate the following will occur:

a. The employee shall be reassigned job duties which would not require the employee to be insurable for the operation of a motor vehicle.

b. If reassignment is impossible, the employee shall have the option of purchasing comparable insurance or paying the difference between the Employer's standard insurance rate and the employee's higher rate.

c. In the event a and b above are impossible to accomplish, the employee shall have all rights guaranteed by this agreement including but not limited to bidding on vacancies and layoff for lack of work pursuant to Article 42 for the duration of his/her inability to be insured.

#### Section 8

Current employees who transfer to a new position will be permitted to take the CDL test during normal work hours without loss of pay. Newly hired employees will be required to use leave to cover the time necessary to take the test if taken during the normal work day. The employee assigned to transport the employee taking the test will be on city time.

The Controlled Substance and Alcohol Testing Policy to Holders of a Commercial Driver's License is hereby made a part of this contract. If you want a copy of this policy, it will be made available to you upon request of the AFSCME Union Representatives or the City Administration.

## **ARTICLE 49**

### **EDUCATION**

#### **Section 1**

Full-time employees who have earned college credit hours in a regular college, community college or junior college shall be reimbursed for up to two (2) courses per term at the rate charged by the University of Toledo or other Ohio public institution per hour, excluding books and other fees (activity fee, parking, etc.).

In order for the employee to receive the above allowance, they must receive a passing grade of "C" or higher and all courses must be related directly or indirectly to the employee's employment with the City of Oregon. Employees are eligible to receive reimbursement for college credit hours for work done up to and including a Master's degree. The city will not pay for any Doctoral degree credits except those associated with a Jurisprudence Degree.

In the event that the employee is receiving additional funds (i.e. grant) to pay for all or part of the tuition of the classes approved by the City, under this Article, the City will only pay the difference in the amount necessary to cover the cost of said tuition. The employee is responsible for informing the employer when this situation occurs.

All courses must receive prior approval from the Mayor or Mayor's designee. This approval must be requested by the employee in writing and attached to this request should be a copy of the curriculum. DPS Form #96 should be used by the employee when reimbursement is requested. Please secure a copy of DPS Form #96 from the City Administration or AFSCME Union Representatives.

#### **Section 2**

The employer agrees to pay for the preparation course, examination, and the minimum number of contact hours required for a plant operator to obtain and maintain his/her license. The employer shall be responsible for the cost of the course and any and all fees, books, etc. In addition, the employer will pay for the cost of transportation, lodging and other related expenses. The employer agrees to provide time off work for the employee to attend these classes. These benefits shall only apply to those employees within the plant operator classification. All training and related expenses must be approved in advance by the division manager.

**ARTICLE 50**  
**STREET DEPARTMENT BIDDING**

**Section 1**

Job assignments shall be bid by seniority and classification.

All assignments shall be posted as either "duration" or "daily" priority. Daily assignments shall be defined as one workday in length ("daily bids"). Duration assignments shall be defined as more than one workday in length ("duration bids"). Employees bidding on duration assignments will be required to complete the duration assignment before bidding on any other assignment. No assignment shall exceed five (5) working days. All duration bids end on Friday. If an employee is absent when a duration bid is posted, the absent employee shall have the right to displace a less senior employee for the duration of the bid when the absent employee returns to work. Any employee in a duration bid may bid on a daily bid posted after he has accepted the duration bid if that daily assignment results in a higher rate of pay. In these cases, the employee leaving his duration bid must return to the duration assignment at the conclusion of the daily bid that offered him a higher rate of pay. Employees shall not be allowed to displace other employees for any other reason. Displaced employees shall use their seniority to bid on open posted jobs and may not displace any other worker.

Supervisors may pull members from the most dispensable crew by seniority (if less than the entire crew is needed) to complete unanticipated tasks that occur during the course of a single work day to address those tasks. If an unanticipated task extends beyond that day, it shall be bid the following day.

Vacation, comp time and other time off will be governed by relevant provisions of this collective bargaining agreement and Article 37 (Maintenance of Standards).

**ARTICLE 51**  
**WORKER PRODUCTIVITY COMMITTEE**

The parties hereby agree to create/maintain a Worker Productivity Committee which shall meet to discuss efficiency and productivity in the workplace.

The committee shall consist of two (2) members of management and two (2) members of the union and shall not be utilized as a substitute for the disciplinary procedure.

**ARTICLE 52**  
**TERMINATION**

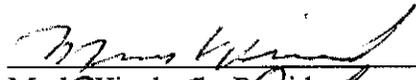
**Section 1**

This Agreement shall remain in full force and effect until October 31, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing between 120 and 90 days prior to the anniversary date of the agreement. However, either party may reopen this Agreement for the purpose of negotiating base wages only for Year 2 and Year 3 of the Agreement (beginning November 1, 2012). In the event such notice is given, negotiations shall commence no later than ninety (90) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than the (10) days prior to the desired termination which shall not be before the termination date set forth in Section 1 of this Article.

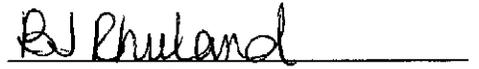
This Agreement is conditioned upon ratification by the Union as well as ratification by Oregon City Council, signed on \_\_\_\_ day of November, 2011, and is hereby in full force and effect.

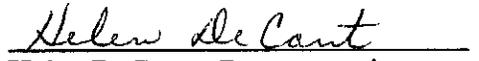
**FOR THE UNION:**  
**AFSCME LOCAL 755**

  
\_\_\_\_\_  
Mark Wineland - President

  
\_\_\_\_\_  
Paul R. Drake III - Vice President

  
\_\_\_\_\_  
Mike Odneal - Representative

  
\_\_\_\_\_  
B.J. Rhuland - Representative

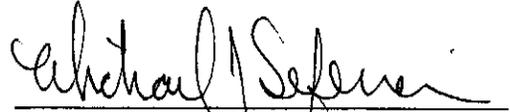
  
\_\_\_\_\_  
Helen DeCant - Representative

  
\_\_\_\_\_  
Debbie Levy - Representative

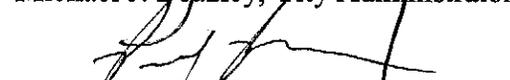
**OHIO COUNCIL 8, AFSCME**  
**AFL-CIO**

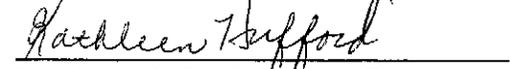
  
\_\_\_\_\_  
David Blyth - Staff Representative

**FOR THE CITY OF OREGON:**

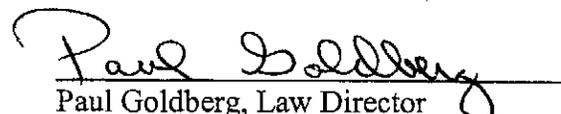
  
\_\_\_\_\_  
Michael J. Seferian - Mayor

  
\_\_\_\_\_  
Michael J. Beazley, City Administrator

  
\_\_\_\_\_  
Paul Roman, Director of Public Service

  
\_\_\_\_\_  
Kathleen Hufford, Finance Director

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Paul Goldberg, Law Director

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CITY OF OREGON  
SALARY TABLE

PG 1  
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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	APSP	ACCTS PAY SUPV	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by		2.0000%	Per Ord. No. 146-2009									
Job Class No. 4144												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	20.8700	166.9600	1,669.60	43,409.60
02	21.5400	172.3200	1,723.20	44,803.20
03	22.1900	177.5200	1,775.20	46,155.20
04	22.8700	182.9600	1,829.60	47,569.60
05	23.5200	188.1600	1,881.60	48,921.60
06	24.2100	193.6800	1,936.80	50,356.80
07	24.9100	199.2800	1,992.80	51,812.80

07/01/2010	AFSC AFSCME	BLMN	BUILD MAINT WKR	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by		2.0000%	Per Ord. No. 146-2009									
Job Class No. 3122												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	20.4300	163.4400	1,634.40	42,494.40
02	21.0700	168.5600	1,685.60	43,825.60
03	21.7300	173.8400	1,738.40	45,198.40
04	22.4200	179.3600	1,793.60	46,633.60
05	23.1100	184.8800	1,848.80	48,068.80
06	23.8000	190.4000	1,904.00	49,504.00
07	24.4800	195.8400	1,958.40	50,918.40

07/01/2010	AFSC AFSCME	CTII	CLERK TYPIST II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by		2.0000%	Per Ord. No. 146-2009									
Job Class No. 1124												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	16.7600	134.0800	1,340.80	34,860.80
02	17.4000	139.2000	1,392.00	36,192.00
03	18.0700	144.5600	1,445.60	37,585.60
04	18.7700	150.1600	1,501.60	39,041.60
05	19.4300	155.4400	1,554.40	40,414.40
06	20.1000	160.8000	1,608.00	41,808.00
07	20.8100	166.4800	1,664.80	43,284.80

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CITY OF OREGON  
SALARY TABLE

PG 2  
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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	HVMC	HVYEQPOPR/MECH	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class Nos. 3154, 3146												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.0100	176.0800	1,760.80	45,780.80
02	22.6700	181.3600	1,813.60	47,153.60
03	23.3300	186.6400	1,866.40	48,526.40
04	24.0000	192.0000	1,920.00	49,920.00
05	24.6900	197.5200	1,975.20	51,355.20
06	25.3900	203.1200	2,031.20	52,811.20
07	26.0400	208.3200	2,083.20	54,163.20

07/01/2010	AFSC AFSCME	INSP	BLDG & ZNG INSP	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Clas Nos. 5175,5124,5165,5145												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.3200	178.5600	1,785.60	46,425.60
02	23.0100	184.0800	1,840.80	47,860.80
03	23.6500	189.2000	1,892.00	49,192.00
04	24.3200	194.5600	1,945.60	50,585.60
05	25.0200	200.1600	2,001.60	52,041.60
06	25.6700	205.3600	2,053.60	53,393.60
07	26.3800	211.0400	2,110.40	54,870.40

07/01/2010	AFSC AFSCME	INTI	INSTR.ELEC TECH	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3464												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.7100	181.6800	1,816.80	47,236.80
02	23.4000	187.2000	1,872.00	48,672.00
03	24.0500	192.4000	1,924.00	50,024.00
04	24.7400	197.9200	1,979.20	51,459.20
05	25.4300	203.4400	2,034.40	52,894.40
06	26.1000	208.8000	2,088.00	54,288.00
07	26.7600	214.0800	2,140.80	55,660.80

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	MNTC	MAINTENANCE TEC H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3144												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.7100	181.6800	1,816.80	47,236.80
02	23.4000	187.2000	1,872.00	48,672.00
03	24.0500	192.4000	1,924.00	50,024.00
04	24.7400	197.9200	1,979.20	51,459.20
05	25.4300	203.4400	2,034.40	52,894.40
06	26.1000	208.8000	2,088.00	54,288.00
07	26.7600	214.0800	2,140.80	55,660.80

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	MNWK	MAINTENANCE WKR H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3142												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	21.3100	170.4800	1,704.80	44,324.80
02	21.9800	175.8400	1,758.40	45,718.40
03	22.6400	181.1200	1,811.20	47,091.20
04	23.3300	186.6400	1,866.40	48,526.40
05	24.0000	192.0000	1,920.00	49,920.00
06	24.6900	197.5200	1,975.20	51,355.20
07	25.3900	203.1200	2,031.20	52,811.20

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	MTRD	METER SVC RDR V H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3644												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	21.3100	170.4800	1,704.80	44,324.80
02	21.9800	175.8400	1,758.40	45,718.40
03	22.6400	181.1200	1,811.20	47,091.20
04	23.3300	186.6400	1,866.40	48,526.40
05	24.0000	192.0000	1,920.00	49,920.00
06	24.6900	197.5200	1,975.20	51,355.20
07	25.3900	203.1200	2,031.20	52,811.20

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CITY OF OREGON  
SALARY TABLE

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	RCUT	REC UTL SUPV	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by Job Class No. 3143												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	21.3100	170.4800	1,704.80	44,324.80
02	21.9800	175.8400	1,758.40	45,718.40
03	22.6400	181.1200	1,811.20	47,091.20
04	23.3300	186.6400	1,866.40	48,526.40
05	24.0000	192.0000	1,920.00	49,920.00
06	24.6900	197.5200	1,975.20	51,355.20
07	25.3900	203.1200	2,031.20	52,811.20

07/01/2010	AFSC AFSCME	SCAP	SECRETARY II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by Job Class No. 1142												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	19.2300	153.8400	1,538.40	39,998.40
02	19.9200	159.3600	1,593.60	41,433.60
03	20.5400	164.3200	1,643.20	42,723.20
04	21.2300	169.8400	1,698.40	44,158.40
05	21.9000	175.2000	1,752.00	45,552.00
06	22.5800	180.6400	1,806.40	46,966.40
07	23.2700	186.1600	1,861.60	48,401.60

07/01/2010	AFSC AFSCME	SFAC	STAFF ACCOUNT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by Job Class No. 4142												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	18.5600	148.4800	1,484.80	38,604.80
02	19.2300	153.8400	1,538.40	39,998.40
03	19.8900	159.1200	1,591.20	41,371.20
04	20.5500	164.4000	1,644.00	42,744.00
05	21.2700	170.1600	1,701.60	44,241.60
06	21.9300	175.4400	1,754.40	45,614.40
07	22.5900	180.7200	1,807.20	46,987.20

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CITY OF OREGON  
SALARY TABLE

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	SYST	SYSTEMS TECHNIC	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009 Job Class No. 3145												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	23.1200	184.9600	1,849.60	48,089.60
02	23.8200	190.5600	1,905.60	49,545.60
03	24.4700	195.7600	1,957.60	50,897.60
04	25.1200	200.9600	2,009.60	52,249.60
05	25.8000	206.4000	2,064.00	53,664.00
06	26.5000	212.0000	2,120.00	55,120.00
07	27.1500	217.2000	2,172.00	56,472.00

07/01/2010	AFSC AFSCME	TAP	TAPPER	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009 Job Class No. 3344												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	21.6600	173.2800	1,732.80	45,052.80
02	22.3200	178.5600	1,785.60	46,425.60
03	23.0100	184.0800	1,840.80	47,860.80
04	23.6700	189.3600	1,893.60	49,233.60
05	24.3500	194.8000	1,948.00	50,648.00
06	25.0300	200.2400	2,002.40	52,062.40
07	25.7000	205.6000	2,056.00	53,456.00

07/01/2010	AFSC AFSCME	TCAU	TAX COL/AUDITOR	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009 Job Class No. 1125												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	16.7600	134.0800	1,340.80	34,860.80
02	17.4000	139.2000	1,392.00	36,192.00
03	18.0700	144.5600	1,445.60	37,585.60
04	18.7700	150.1600	1,501.60	39,041.60
05	19.4300	155.4400	1,554.40	40,414.40
06	20.1000	160.8000	1,608.00	41,808.00
07	20.8100	166.4800	1,664.80	43,284.80

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR
07/01/2010	AFSC AFSCME	W/W1	WATER/WWTP OPR	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3224, 3424												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.7100	181.6800	1,816.80	47,236.80
02	23.4000	187.2000	1,872.00	48,672.00
03	24.0500	192.4000	1,924.00	50,024.00
04	24.7400	197.9200	1,979.20	51,459.20
05	25.4300	203.4400	2,034.40	52,894.40
06	26.1000	208.8000	2,088.00	54,288.00
07	26.7600	214.0800	2,140.80	55,660.80

07/01/2010	AFSC AFSCME	W/W2	WTR/WW/INST TCH	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class Nos. 3245, 3445, 3465												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	23.1200	184.9600	1,849.60	48,089.60
02	23.8100	190.4800	1,904.80	49,524.80
03	24.4500	195.6000	1,956.00	50,856.00
04	25.1200	200.9600	2,009.60	52,249.60
05	25.8100	206.4800	2,064.80	53,684.80
06	26.5100	212.0800	2,120.80	55,140.80
07	27.1500	217.2000	2,172.00	56,472.00

07/01/2010	AFSC AFSCME	WWMO	WWTP MAINT OPRI	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00
Change was made by 2.0000% Per Ord. No. 146-2009												
Job Class No. 3444												

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	.0000	.0000	.00	.00
01	22.7100	181.6800	1,816.80	47,236.80
02	23.4000	187.2000	1,872.00	48,672.00
03	24.0500	192.4000	1,924.00	50,024.00
04	24.7400	197.9200	1,979.20	51,459.20
05	25.4300	203.4400	2,034.40	52,894.40
06	26.1000	208.8000	2,088.00	54,288.00
07	26.7600	214.0800	2,140.80	55,660.80

**City of Oregon, Ohio, 5330 Seaman Road, Oregon, OH 43616-2633**

ORDINANCE NO. 103-2012

AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO  
A RE-OPENER AGREEMENT WITH THE AMERICAN FEDERATION OF  
STATE COUNTY AND MUNICIPAL EMPLOYEES LOCAL 755 AND OHIO  
COUNCIL 8

**BACKGROUND AND SUMMARY:**

This current collective bargaining agreement between the City of Oregon and the American Federation of State, County, and Municipal employees Local 755 and Ohio Council 8 requires a re-opener for wages only for 11/1/12 – 10/31/2013. All other terms and conditions of the most recent collective bargaining agreement will remain in place with no changes whatsoever.

THEREFORE, IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF OREGON,  
OHIO THAT:

SECTION 1. The Mayor and Finance Director are hereby authorized to enter the re-opener agreement with the American Federation of State, County and Municipal Employees Local 755 and Ohio Council 8 as set forth in Exhibit A.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the City Charter as amended.

SECTION 3. This ordinance shall be in force and take effect as soon as permitted under the law.

Vote on passage:

Yeas 6 Nays 0 Abs 0

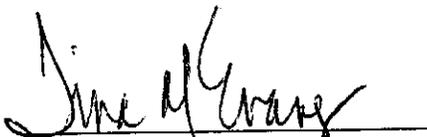
Passed this 24 of September, 2012



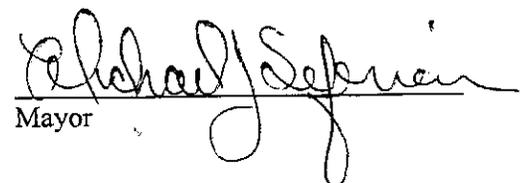
President of Council

ATTEST:

APPROVED:



Clerk of Council



Mayor

OREGON CITY Local 755-1

UNION PROPOSAL  
September 5, 2012

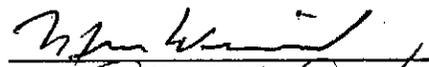
ARTICLE 43 - WAGES

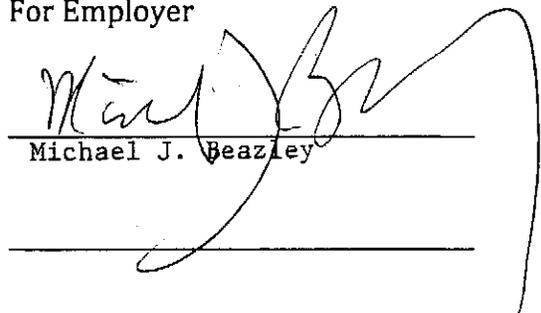
Each bargaining until employee shall receive a general base wage increase of 2.5%.

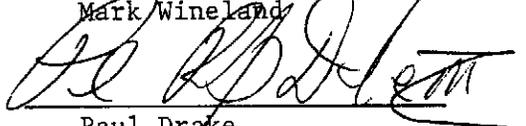
Wage increase becomes effective as of November 1, 2012.

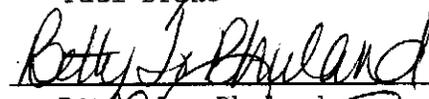
For the Union

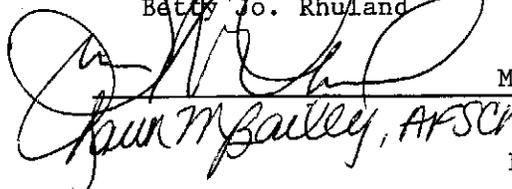
For Employer

  
\_\_\_\_\_  
Mark Wineland

  
\_\_\_\_\_  
Michael J. Beazley

  
\_\_\_\_\_  
Paul Drake

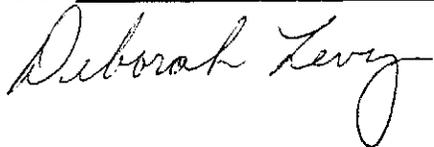
  
\_\_\_\_\_  
Betty Jo. Rhuland

  
\_\_\_\_\_  
Dawn M. Bailey - AFSCME Ohio Council 8

Mike Odneal

Dawn M. Bailey - AFSCME

Date 9-5-2012

  
\_\_\_\_\_  
Deborah Levy

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CITY OF OREGON  
SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
11/01/2012	AFSC AFSCME UNI	APSP	ACCTS PAY SUPV	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000% per ord# job class 4144													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.3900	171.1200	1,711.20	44,491.20
02	0.0000	22.0800	176.6400	1,766.40	45,926.40
03	0.0000	22.7400	181.9200	1,819.20	47,299.20
04	0.0000	23.4400	187.5200	1,875.20	48,755.20
05	0.0000	24.1100	192.8800	1,928.80	50,148.80
06	0.0000	24.8200	198.5600	1,985.60	51,625.60
07	0.0000	25.5300	204.2400	2,042.40	53,102.40

11/01/2012	AFSC AFSCME UNI	BLMN	BUILD MAINT WKR	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000% per ord# job class 3122													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.9400	167.5200	1,675.20	43,555.20
02	0.0000	21.6000	172.8000	1,728.00	44,928.00
03	0.0000	22.2700	178.1600	1,781.60	46,321.60
04	0.0000	22.9800	183.8400	1,838.40	47,798.40
05	0.0000	23.6900	189.5200	1,895.20	49,275.20
06	0.0000	24.4000	195.2000	1,952.00	50,752.00
07	0.0000	25.0900	200.7200	2,007.20	52,187.20

11/01/2012	AFSC AFSCME UNI	CTII	CLERK TYPIST II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000% per ord# job class 1124													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	17.1800	137.4400	1,374.40	35,734.40
02	0.0000	17.8400	142.7200	1,427.20	37,107.20
03	0.0000	18.5200	148.1600	1,481.60	38,521.60
04	0.0000	19.2400	153.9200	1,539.20	40,019.20
05	0.0000	19.9200	159.3600	1,593.60	41,433.60
06	0.0000	20.6000	164.8000	1,648.00	42,848.00
07	0.0000	21.3300	170.6400	1,706.40	44,366.40

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CITY OF OREGON  
SALARY TABLES

PG 3  
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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
11/01/2012	AFSC AFSCME UNI	MNTC	MAINTENANCE TEC H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%per ord# job class 3144													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.2800	186.2400	1,862.40	48,422.40
02	0.0000	23.9900	191.9200	1,919.20	49,899.20
03	0.0000	24.6500	197.2000	1,972.00	51,272.00
04	0.0000	25.3600	202.8800	2,028.80	52,748.80
05	0.0000	26.0700	208.5600	2,085.60	54,225.60
06	0.0000	26.7500	214.0000	2,140.00	55,640.00
07	0.0000	27.4300	219.4400	2,194.40	57,054.40

11/01/2012	AFSC AFSCME UNI	MNWK	MAINTENANCE WKR H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%per ord# job class 3142													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.8400	174.7200	1,747.20	45,427.20
02	0.0000	22.5300	180.2400	1,802.40	46,862.40
03	0.0000	23.2100	185.6800	1,856.80	48,276.80
04	0.0000	23.9100	191.2800	1,912.80	49,732.80
05	0.0000	24.6000	196.8000	1,968.00	51,168.00
06	0.0000	25.3100	202.4800	2,024.80	52,644.80
07	0.0000	26.0200	208.1600	2,081.60	54,121.60

11/01/2012	AFSC AFSCME UNI	MTRD	METER SVC RDR V H	HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%per ord# job class 3644													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.8400	174.7200	1,747.20	45,427.20
02	0.0000	22.5300	180.2400	1,802.40	46,862.40
03	0.0000	23.2100	185.6800	1,856.80	48,276.80
04	0.0000	23.9100	191.2800	1,912.80	49,732.80
05	0.0000	24.6000	196.8000	1,968.00	51,168.00
06	0.0000	25.3100	202.4800	2,024.80	52,644.80
07	0.0000	26.0200	208.1600	2,081.60	54,121.60

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CITY OF OREGON  
SALARY TABLES

EFF. DATE GROUP/BU GRADE/RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS HRS/DAY HRS/PERIOD DAYS/PERIOD HRS/YEAR DAYS/YEAR USE PCT  
11/01/2012 AFSC AFSCME UNI SYST SYSTEMS TECHNIC H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N  
Change was made by 2.5000%per ord#  
job class 3145

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.7000	189.6000	1,896.00	49,296.00
02	0.0000	24.4200	195.3600	1,953.60	50,793.60
03	0.0000	25.0800	200.6400	2,006.40	52,166.40
04	0.0000	25.7500	206.0000	2,060.00	53,560.00
05	0.0000	26.4500	211.6000	2,116.00	55,016.00
06	0.0000	27.1600	217.2800	2,172.80	56,492.80
07	0.0000	27.8300	222.6400	2,226.40	57,886.40

11/01/2012 AFSC AFSCME UNI TAP TAPPER H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N  
Change was made by 2.5000%per ord#  
job class 3344

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.2000	177.6000	1,776.00	46,176.00
02	0.0000	22.8800	183.0400	1,830.40	47,590.40
03	0.0000	23.5900	188.7200	1,887.20	49,067.20
04	0.0000	24.2600	194.0800	1,940.80	50,460.80
05	0.0000	24.9600	199.6800	1,996.80	51,916.80
06	0.0000	25.6600	205.2800	2,052.80	53,372.80
07	0.0000	26.3400	210.7200	2,107.20	54,787.20

11/01/2012 AFSC AFSCME UNI TCAU TAX COL/AUDITOR H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N  
Change was made by 2.5000%per ord#  
job class 1125

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	17.1800	137.4400	1,374.40	35,734.40
02	0.0000	17.8400	142.7200	1,427.20	37,107.20
03	0.0000	18.5200	148.1600	1,481.60	38,521.60
04	0.0000	19.2400	153.9200	1,539.20	40,019.20
05	0.0000	19.9200	159.3600	1,593.60	41,433.60
06	0.0000	20.6000	164.8000	1,648.00	42,848.00
07	0.0000	21.3300	170.6400	1,706.40	44,366.40