



02/06/12
11-MED-03-0280
2074-01
K28392

AGREEMENT

Between

THE CITY OF CHILLCOTHE

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES LOCAL 1562

Effective September 1, 2011 through August 31, 2014

| ARTICLE | TITLE | PAGE |
|----------------|--|-------------|
| 1 | RECOGNITION | 1 |
| 2 | DUES CHECK-OFF AND FAIR SHARE | 1 |
| 3 | MANAGEMENT RIGHTS | 2 |
| 4 | GRIEVANCE PROCEDURE | 3 |
| 5 | STEWARDS | 7 |
| 6 | HOURS OF WORK AND OVERTIME | 7 |
| 7 | CALL-IN TIME | 11 |
| 8 | REPORTING PAY, LUNCH, TUITION, REST PERIOD | 12 |
| 9 | TRANSFERS AND VACANCIES | 12 |
| 10 | WAGES | 17 |
| 11 | SENIORITY | 23 |
| 12 | WORK RULES | 25 |
| 13 | PAID LEAVES OF ABSENCE | 27 |
| 14 | LEAVES OF ABSENCE WITH AND WITHOUT PAY | 28 |
| 15 | SICK LEAVE | 30 |
| 16 | HOLIDAYS AND VACATION | 32 |
| 17 | INSURANCE BENEFITS | 34 |
| 18 | JOB LOCATION | 36 |
| 19 | DISCRIMINATION, STRIKES OR LOCKOUT | 36 |
| 20 | PAST PRACTICES | 37 |
| 21 | SAVINGS CLAUSE | 37 |
| 22 | DISCIPLINE | 38 |
| 23 | QUALITY AND SAFETY FIRST COMMITTEE | 41 |
| 24 | WORKERS COMPENSATION-INJURY LEAVE | 41 |
| 25 | MISCELLANEOUS | 43 |
| 26 | WAIVER OF NEGOTIATIONS | 44 |
| 27 | SUBCONTRACTING | 44 |
| 28 | PEOPLE CHECK-OFF | 44 |
| 29 | BULLETIN BOARDS | 45 |
| 30 | TERMINATION | 45 |
| | SIGNATURE PAGE | 47 |
| | | |
| | MEMORANDUMS OF UNDERSTANDING | 48 |
| | | |
| | | |

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes Local 1562 and the American Federation of State, County, and Municipal Employees, Ohio Council 8, as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

Section 1.2. The bargaining unit shall include all employees except policemen, firemen, confidential secretaries, department heads, assistant department head, Compliance Officer, Office Manager, Tax Auditor, Utilities Supervisor, Service Superintendent, Wastewater Supervisor, Water Plant Supervisor, Human Resources Director, Parks Supervisor, part-time employees and seasonal employees. The supervisory employees who are Union members are part of the bargaining unit, but in the event of a strike or walkout, either authorized or unauthorized, they shall report and remain on their job shift.

The bargaining unit includes the drive-through ticket taker position. It is understood that the City Auditor still has two (2) appointed non-bargaining unit positions that may perform bargaining unit work.

Section 1.3. All references to employee in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female.

In the event a new classification is created during the term of this Agreement, the parties agree to discuss the inclusion of such classification in the bargaining unit, and its wage rate. In addition, the City agrees to notify the Union of any proposed changes to job descriptions and to meet with the Union, if the Union requests, to discuss such proposed changes.

If a dispute occurs between the Employer and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach an agreement thereon, the parties agree to submit the dispute to arbitration pursuant to the provision of the Arbitration Article (Section 4.5)

ARTICLE 2
DUES CHECK-OFF AND FAIR SHARE

Section 2.1. The Employer agrees to deduct the Union membership fee assessment and, twice each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The dues deductions shall be made in two (2) equal amounts. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Ohio Council 8 offices within one week after such deductions are made. The Auditor shall also send an alphabetized member list and the last four digits of each member's social security number to the AFSCME office.

Section 2.2. The Employer will notify the Union within ten (10) working days after hiring any new bargaining unit employee.

All full-time permanent bargaining unit employees who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union the first day of the first full pay period following completion of the probationary period. The Treasurer of the local Union shall certify the twice-monthly fair share fee amount to the City. The deduction of a fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Fair share fees shall not exceed union dues. The City shall not be subject to lawsuit or otherwise liable for administering the terms of this Article.

Section 2.3. The City agrees once a year to provide the Union with an alphabetical list of all bargaining unit employees, those on leave of absence, and those who have left the bargaining unit.

ARTICLE 3 **MANAGEMENT RIGHTS:**

Section 3.1. **MANAGEMENT’S RIGHTS:** Except to the extent expressly abridged by a specific provision of this Agreement, the management and direction of the affairs of the City are retained by the City, through the direction of the Mayor. This includes but is not limited to the following:

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

The employer is not required to bargain on subjects reserved as management rights outlined above. Subjects outside of the management rights outlined above may still be subject to negotiation between the parties.

To the extent that any of the above management functions are limited by the provisions of this Agreement, alleged violations are subject to the grievance and arbitration procedures herein. Disputes over whether a subject is outside management's rights shall be resolved through the grievance procedure under Article 4.

Section 3.2. The Management's Rights Clause of this Agreement shall not be subject to grievance or arbitration.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 4.1. DEFINITION OF A GRIEVANCE: A grievance is defined as a written dispute involving the interpretation, application, or enforcement of a right granted to the Union under this Agreement.

The aggrieved employee must personally sign all grievances unless such circumstances prevent same (such as severe illness, hospitalization, etc.). In such instance, the Union representative may sign on behalf of the employee, and the grievance shall be processed as though the employee personally signed the grievance. Grievances initiated by the Employer must be signed by the Mayor or his authorized representative.

Section 4.2. STEP ONE: Any employee having a grievance must first present the grievance in writing to the department head. The grievance shall be presented by the grievant and/or his Union representative within five (5) business days after the incident, occurrence, or discovery of the event allegedly constituting a violation. The department head will then attempt to resolve the grievance and give a written reply to the grievant and Union representative within five (5) business days from the date the grievance was presented to him. The grievant may be accompanied by his steward if he so desires.

Section 4.3. STEP TWO: If the employee is not satisfied with the written response from Step One, the grievance may be presented by a Union representative, within five (5) business days of the receipt of the decision from Step One, to the Mayor or his designated representative. The Union shall submit a written list of all available Union's documentary exhibits, with a copy of each documentary exhibit attached.

A hearing with the grievant and not more than two (2) Union representatives and any Union witnesses shall be scheduled with the Mayor or his designated representative within five (5) business days from the date of presentation of the grievance to formally hear the grievance. The Mayor or his designee will act as a hearing officer allowing the Union and management representatives to present their side of the grievance. A record shall be kept in accordance with Section 4.8 of this Article. The Mayor or his designated representative shall render a decision, in writing, which shall be presented to the

grievant, Union president and chief steward within five (5) business days after the meeting. Business days, for Steps One and Two shall be defined as Monday thru Friday.

For the grievance hearing the City will make a good faith attempt to have a neutral representative to hear said grievance(s).

Section 4.4. In the event the grievance is not resolved at the second (2nd) step, the employer and the Union may agree to mediation with the State Employment Relations Board (SERB) or Federal Mediation and Conciliation Service (FMCS). The mediation request must be mutually agreed to by both, Employer and Union, and must be filed within fifteen (15) business days of receipt of the second (2nd) step answer.

Section 4.5. ARBITRATION: In the event the employee is not satisfied with the decision received from Step Two, the grievance may be submitted by the Union for Arbitration. The decision of the arbitrator, made within his jurisdiction, shall be final and binding upon both parties. The Union shall submit to the Mayor, in writing, a notice of intent to arbitrate within fifteen (15) business days after the receipt of the written decision from Step Two.

Section 4.6. The Union agrees to control the time spent in handling grievances. Time spent will be kept at a minimum. The Union Steward shall be permitted to investigate and handle grievances during working hours. The Union Steward shall notify his foreman or immediate supervisor before he starts his grievance investigation and when he finishes it. He shall be compensated at his normal rate of pay for all time spent during his scheduled working hours. No overtime shall ever be paid for handling a grievance.

Section 4.7. PARTIES MUST FOLLOW PROCEDURES: If the employee fails to exhaust his remedies under the grievance procedures or to abide by the time limits with respect to each Step, the grievance shall be presumed to be abandoned, unless a written waiver is signed by the other party. Provided, however, if the City fails to respond to the procedures in Sections 4.2, 4.3, and 4.5, the City shall be presumed to have accepted the grievance as submitted.

Section 4.8. KEEPING OF MINUTES: Minutes of the hearing held at Step Two of the grievance procedure shall be prepared by the City's authorized representative and jointly signed by the authorized representative of the Union. Minutes shall conform essentially to the following outline:

- A. Date and place of meeting
- B. Name and position of those present
- C. Identifying number of the grievance
- D. Description of the grievance discussed
- E. Brief statement of Union's position
- F. Brief statement of City's position
- G. Summary of the discussion

- H. Decision reached
- I. Statement of concurrence in or exceptions to the decision.

Section 4.9. ARBITRATOR AUTHORITY:

- A. The arbitrator shall not change wage rates already in effect within the Agreement.
- B. No award involving the grievance shall be granted retroactive payment beyond the date of the original occurrence.
- C. The Arbitrator may not amend, modify, add to or detract from the provisions of this contract.
- D. Within thirty (30) days the Arbitrator shall reduce his award to writing and state his reasons for reaching the award unless both parties agree, in writing, that this is not necessary. Copies of the award shall be forwarded to both parties.
- E. The Arbitrator's authority is limited to the four corners of this Agreement. His role is to interpret the contract only.

Section 4.10. DELIVERY OF DEMAND FOR ARBITRATION: Should the Union demand arbitration, it shall give written notice to the authorized representative. Such demand shall be signed by the authorized representative of the Union. Should the City of Chillicothe demand arbitration, it shall give written notice to the representative of the Union. Such demand shall be signed by the authorized representative of the City of Chillicothe. The written notice shall, in all cases, contain the following information:

- A. The provisions of the Agreement in dispute
- B. The nature of the grievance
- C. The employee(s) involved
- D. The department or division involved

Section 4.11. SELECTING THE ARBITRATOR: Either party may submit a written request to the Federal Mediation and Conciliation Service (FMCS) for the names of seven (7) qualified arbitrators, National Academy of Arbitrators, Ohio only, including personal history and arbitration experience of each. Upon receipt of such list of arbitrators, the parties shall meet and upon failure to agree on the arbitrator, the parties shall alternately strike names each from the list. The person whose name remains on the list after all others have been stricken shall be the arbitrator. The Federal Mediation and Conciliation Service shall be advised of the choice of the parties and request that such arbitrator be assigned to the grievance.

If one party refuses to sign the request letter, the remaining party may submit the letter for the arbitrator's list.

The Arbitrator should schedule and conduct the hearing for the arbitration within sixty (60) calendar days from the date of his appointment, except for any discharge or termination, in which case it should be scheduled and heard with 30 days of notification. Failure of the arbitrator to schedule and conduct the arbitration hearing within these time limits shall result in disqualification of that arbitrator. A substitute arbitrator shall then be selected, who shall schedule and conduct the arbitration hearing in accordance with these time periods. If either party should fail to attend and present its side at a duly scheduled arbitration hearing without being granted a continuance by the arbitrator, the arbitrator shall proceed with the hearing and render a decision notwithstanding such failure to attend by that party.

Section 4.12. SUBMISSION AGREEMENT: The Union and the City shall agree, in writing, upon the precise issue to be decided, and submit the statement to the arbitrator. If the parties cannot agree on the issue to be decided, each party shall state, in writing, the issue as he sees it and submit it to the arbitrator. Included in its statement of issues, the appealing party shall cite the section or sections of the Agreement it claims have been violated and the redress it expects from arbitration.

Section 4.13. PROCEDURES: Arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service except as modified by the provisions of this Agreement.

Section 4.14. NUMBER OF GRIEVANCES TO BE HEARD AT ONE TIME:
The arbitrator may hear more than one grievance at a time.

Section 4.15. COST SHARING: All expenses which may be involved in the arbitration proceedings shall be borne by the losing party. Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. No employee who is paid for lost time shall be paid as a witness.

Section 4.16. PAYMENT FOR TIME ATTENDING ARBITRATION HEARINGS:The grieving employees, Union representatives, and necessary witnesses shall be paid for time lost during regular working hours for attending arbitration hearings. Necessary witnesses shall only be paid for the time necessary to attend the hearing and testify.

Section 4.17. CALCULATION OF TIME: For the purpose of counting time under this Article, the first calendar day of any particular time period will not be counted and the last calendar day will be counted.

Section 4.18. Dispute Resolution: All disputes under this labor agreement will be settled through the grievance procedure and arbitration without recourse to the Civil Service Commission.

ARTICLE 5
STEWARDS

Section 5.1. Employees selected by the Union to act as union representatives shall be known as “stewards”. The names of the employees selected as stewards, and the names of other union representatives who may represent employees shall be certified in writing to the Employer by the Union.

Section 5.2. Stewards shall be limited to ten (10) for the entire bargaining unit, the area of responsibility to be defined by the Union. The Union will attempt to assign at least one (1) steward in each area for the benefit of that department. Employees should use the assigned department steward, but shall not be restricted as to their choice of representative.

Section 5.3. In order to avoid grievance problems, monthly meetings when requested by either party, shall be conducted between the department head and one of the following: (1) union president; (2) chief steward; or (3) department steward. The meeting shall be held during working hours without loss of pay.

Section 5.4. Representatives of the Union shall be permitted to enter the City property for the purpose of ascertaining whether this agreement is being observed and for attending meetings with the City, provided such meetings are scheduled at least a day ahead and shall not interfere with the normal orderly operations of the City and such visits shall be subject to the general rules of the City applicable to visits by non-employees. Requests for visitations shall not be withheld unreasonably.

ARTICLE 6
HOURS OF WORK AND OVERTIME

Section 6.1. HOURS OF WORK: Eight (8) hours normally shall constitute a basic work day. Forty (40) hours normally shall constitute a basic work week. If possible, in order to provide transit service to Chillicothe and Ross County, the City will make every effort to schedule full time transit employees to five (5) consecutive workdays in the workweek. The work week normally shall be from Monday through Friday, inclusive. Employees shall be entitled to two (2) consecutive days off, if possible. In addition to regular hours of work, there shall be overtime and call-in time as defined in Article 7. Both shall apply to the overtime roster.

Section 6.2. OVERTIME COMPENSATION: Time and one-half (1^{1/2}) the regular rate shall be paid for hours in excess of eight (8) hours worked in one day, except in the Water and Wastewater Treatment Plants, when the regularly scheduled day may exceed eight (8) hours. Time and one-half (1^{1/2}) the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in one week. Scheduled time in excess of eight (8) hours shall be paid at time and one half (1 1/2).

Section 6.3. CONSECUTIVE DAYS WORKED: All hours of work performed on the sixth (6th) consecutive day shall be paid at the rate of time and one-half (1^{1/2}) the regular rate of pay. All hours of work performed on the seventh (7th) consecutive day shall be paid at the rate of double time and one-half (2^{1/2}) the regular rate of pay except for continuous operation employees. Any time

working on sixth (6th) consecutive day shall constitute a workday, i.e. (one [1] hour work counts as sixth [6th] day). This provision applies regardless of when a new pay period begins.

Work performed by continuous operation employees during their regularly scheduled shifts shall not be paid overtime in accordance with this paragraph, excluding scheduled overtime, since such work on the sixth (6th) and seventh (7th) day of their shift is a part of their regular schedule. Work performed by continuous operation employees in excess of their regularly scheduled shift shall be paid overtime in accordance with this section, and scheduled days off in excess of their shift shall be in accordance with this section. (One [1] hour work counts as sixth [6th] day)

Continuous operations shall continue as in effect at the signing of this contract, i.e. (sixth [6th] consecutive day could be Monday, Tuesday, Wednesday, Thursday, or Friday).

Section 6.4. SHIFT WORK: Continuous operation employees shall be those employees whose regularly scheduled hours of work include 2nd and/or 3rd shifts. The two (2) days off per week in Section 5.1 shall be waived if scheduling does not permit.

Shift differential shall be paid to continuous operation employees only while the employee is working his/her regular shift or while working to replace an employee for his/her regularly scheduled shift. Shift differential shall be at the rate of \$0.20 per hour for 2nd shift and \$0.26 per hour for 3rd shift.

Shift differential shall be paid to those employees who have regularly scheduled hours outside their fellow employee's normally scheduled hours, for the time worked outside those normal hours.

Shift differential shall not be paid for any other overtime or call-in work.

Section 6.5. WORK SCHEDULES: Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective departments. The Employer will make an earnest effort to equalize the work hours it schedules for all employees within a department.

However, it is recognized that this may not be possible or practical in any given week or weeks due to variations in customer requirements or other circumstances.

Section 6.6. WORK-SCHEDULE CHANGES: In the event that the work week normally scheduled for any particular department should change from the work week normally being scheduled in that department, or as to any particular employee in any department, the City will give the Union fourteen (14) calendar days advance notice in writing prior to implementation of the scheduling change. In addition, any employee scheduled to work on Saturday or on Sunday as part of the employee's new regularly scheduled hours, as a result of the implementation of the change, shall receive a differential in the amount of \$0.26 per hour. This provision shall not apply to any employee who is already working hours on a Saturday or a Sunday as a result of the work week normally being scheduled as to her or his department. In the event of the implementation of a change resulting in the payment of the differential, and in the event there is a request by more than one employee to work the hours being scheduled on a Saturday or on a Sunday resulting in the differential, the employee within the classification with the most seniority shall be scheduled. Otherwise, the hours shall be scheduled

in reverse order of seniority within the scheduling classification, with the least senior employee in the classification being scheduled. The requirement of fourteen (14) calendar days advance written notice shall not apply to routine fill-ins to cover vacations and days off for personal leave or other absences, i.e., relief operator.

Section 6.7. OVERTIME DETERMINATION: Each department head determines whether overtime is necessary, and what classification is required to perform a given task. Overtime is not guaranteed. The City may use people outside their classification in their department as needed. The Union President has the right to review overtime lists.

Overtime work determined and assigned by the department head shall be distributed equally as possible to employees within the classification whom the department head feels are capable of doing the job requiring overtime. Any employee, who is not in current working status due to illness or sickness, injury leave, light duty, personal leave, or military leave, shall not be entitled to consideration for overtime. Unless otherwise indicated by the employee on the City's leave form, an employee will not be called for overtime who is not in current working status due to vacation, union leave, personal leave or comp time off and will not be charged as a refusal. The employee may elect to be included on the overtime roster on the City's leave form if the employee is taking vacation or comp time and he shall be considered in accordance with the procedure set forth below.

When overtime is assigned, the opportunity to work overtime shall be offered to the qualified employee within the classification and within the department who has the least number of overtime hours to his credit at that time. If the employee does not accept the overtime assignment, he shall be credited with the work hours offered solely for purpose of future overtime assignments.

When it is known in advance that overtime will be required to cover shift work, the supervisor will offer the employee who is low on the overtime roster at least twenty-four (24) hours in advance and up to seventy-two (72) hours in advance when time permits. For other employees, supervisors shall notify their employees as soon as reasonably possible when the supervisor knows that overtime will be available. At such time the employee accepts the overtime, the hours shall be credited to that employee on the overtime roster.

If an attempt is made to reach an employee by telephone and, after seven (7) rings, there is no answer, or if a busy signal is reached on not less than two (2) attempts, this fact shall be documented. In addition, if an answering machine is reached, no message shall be left. It will be construed this person is unable to be reached and this fact shall too be documented and the next employee on the list may be called. The Employer may go outside the job classification if all employees within the classification turn down the overtime.

The record of overtime hours shall be posted and kept up to date daily. A record of sick leave hours accrued and vacation for each employee shall be posted and kept up to date monthly.

Section 6.8. DEFINITION OF TYPES OF OVERTIME:

- A. **Hold Over:** Any time overtime directly abuts the employee's regular shift, provided notification occurs prior to the employee leaving the premises, and paid on the hour-for hour worked basis.
- B. **Scheduled Overtime:** Overtime scheduled at least two (2) hours before the end of the shift, but not more than three (3) weeks in advance of the overtime and for a minimum of one (1) hour.
- C. **Call-In:** Any overtime not scheduled and that does not abut the regular shift, and for a four (4) hour minimum. Example: If the employee has left the work site and is recalled, it is consider a call-in.

Section 6.9. Overtime Roster: Those employees who wish to be added to the overtime roster shall submit a letter to the department head requesting same. Those employees shall be added with the highest amount of overtime as indicated by the roster. The letter shall include a telephone number or another means of contact. The City shall maintain one overtime roster per department per classification. The overtime roster shall be renewed on January 1 of each calendar year and the successive roster shall be prepared with the order of the employees from the previous roster showing the difference in hours.

(I.e.; the employee on the previous roster with the fewest overtime hours worked goes to zero and the number of hours attributable to that employee is subtracted from the remaining employees' hours on the roster.)

Overtime refused four (4) consecutive times will result in an employee being removed from the overtime roster, which shall be effective upon the fourth (4th) consecutive refusal. A request in writing by the employee removed must be made to the department head in order for the employee to be reinstated on the overtime roster. Upon the employee's written request to the department head the employee will be reinstated on the overtime roster within ten (10) business days from the department head's receipt of the written notice. If an employee is removed from the overtime roster by this section twice within one (1) year commencing with the date of the first removal, such employee shall not be eligible to return to the overtime roster for one year from the date of the second removal from the overtime roster.

Section 6.10. CHARGED OVERTIME: Any employee on disciplinary suspension will not be asked to work, but overtime will be charged against him as though he had refused the same.

Section 6.11. REFUSED OVERTIME: There shall be no discrimination against an employee for refusing to work overtime. This does not prevent the City from disciplining an employee who refuses to work overtime during an emergency.

When the department head or his designee determines that overtime is necessary on the relieving shift, he will schedule the overtime to the employee on the currently scheduled shift, who will not be relieved, (e.g. Transit bus operators and Utilities 2nd and 3rd shifts), for a maximum of four (4) hours. The overtime will be offered to employees on the current shift beginning with the employees with the lowest aggregate overtime hours. If overtime is refused the employee will be charged the overtime

hours offered. If all employees refuse said overtime, the employee with the least seniority will be scheduled to work the overtime unless such employee has completed a sixteen (16) hour shift. In the event it is necessary to hold over a plant operator, such holdover will only be for the amount of time it takes to obtain a replacement plant operator. Emergency situations, however, shall be at the discretion of the supervisor.

Section 6.12. COMPENSATORY TIME IN LIEU OF OVERTIME PAY: Any overtime worked may be converted to compensatory time and such compensatory time shall be taken at the time mutually convenient to the employee or his supervisor. Such compensatory time shall be granted at the rate of one and one-half (1½) hours for each one (1) hour worked. The compensatory time off option will be exercised by the employee filling out and giving to his supervisor the appropriate form noting his desire. Unless the employee filled out this form, he shall be paid overtime at the applicable rate. No more than 240 hours may be accumulated as compensatory time. The City has final approval over the scheduling of compensatory time.

ARTICLE 7 **CALL-IN TIME**

Section 7.1. CALL-IN TIME: Each department head determines whether call-in time is necessary. The City may use people outside their classification in their department as needed.

An employee shall accept call-in time when requested by the Employer unless he states that he is physically unable or there is serious family illness requiring his presence.

Any employee accepting call-in time to work outside his regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half. If the call-in time occurs on Sunday, holidays, or the seventh consecutive day, the employee shall be paid for a minimum of four (4) hours at the rate of double time and one-half. If the call-in time work assignment and the employee's regular shift overlap, the employee shall be paid at the rate of time and one half (1 ½) hours for the first two (2) hours of work completed. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

It is understood that employees accepting call-in time shall be on call for four (4) hours, and if sent home, may be recalled within the original four (4) hours and shall be considered the same call-in time without any extra pay.

Any employee accepting call-in time, who reports and is ready to begin work within thirty (30) minutes of receiving the call, shall be paid from the time he received said call. Call-in sheets shall be used whenever any employee is called in, to verify arrived within thirty (30) minutes of the call in. A copy of the call-in sheet shall be submitted with the payroll.

Call-in time will not be paid unless the employee physically reports to the job site.

ARTICLE 8
REPORTING PAY, LUNCH, TUITION, REST PERIOD

Section 8.1. Any employee's work schedule shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half ($\frac{1}{2}$) shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time and are assigned to work at least four (4) hours the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Section 8.2. LUNCH PERIOD: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled in the middle of each shift, except continuous operation or mutual arrangements. Employees taking a lunch who are required to use time clocks will record out and in times. However, if not practicable to use the clocks due to work site, the employee will instead fill out and sign the appropriate pay slips indicating when they began and ended their lunch. That pay slip will be presented to the employee's supervisor who will sign to authorize as received.

Section 8.3. TUITION: Tuition payment for expenses actually incurred in connection with specialization training required by the City to maintain his current job classification shall be paid by the City. The payment shall be in addition to the employee's regular wages during the training period.

Section 8.4. REPORTING PAY: Any employee who is required to and reports for regularly scheduled work shall be assigned to at least four (4) hours on the job for which he was scheduled to report.

If the work on the job is not available, the employee shall be assigned to such work as is available within his classification, or that work which he is qualified to perform in his department. If no work is available then the employee shall be excused from duty and paid for four (4) hours' work, at straight time, if over forty (40) hours, overtime.

ARTICLE 9
TRANSFERS AND VACANCIES

Section 9.1. A transfer is an assignment from one department to another, on a permanent or temporary basis. Permanent transfers are those greater than the probationary period for the transferred job. Temporary transfers are those for less than the probationary period of the transferred job.

Section 9.2. When the Employer determines a transfer is necessary, it shall select the least senior employee in the classification for the transfer, unless a more senior qualified employee in the department specifically requests to work in the transferred position. Transfers shall not be made arbitrarily.

Section 9.3. A permanently transferred employee shall be paid the rate of the job he is transferred into. If that rate is lower than his old classification, he shall receive his old rate of pay. If an employee is temporarily placed in a higher-paid job classification by his supervisor, he shall receive that rate of pay. If an employee is transferred to a job with a lower rate of pay, he shall continue to receive his regular rate of pay.

Section 9.4. A vacancy is a job opening that the employer decides to fill on a permanent basis. The employer determines whether candidates are qualified to fill vacancies. When two (2) or more employees are considered final candidates for the vacancy, seniority shall be the deciding factor.

Section 9.5. Any employee performing duties normally outside his classification, which are paid at the higher rate of pay, shall be paid at least a 5% increase but in no case higher than the final step of that classification.

Section 9.6. Any person performing acting duties for thirty (30) consecutive calendar working days shall receive all compensation at the higher rate of pay until the position is filled permanently.

Section 9.7. The department head shall determine what classification is necessary to perform a given task. Work outside of classification shall only be performed when work in their described job classification is not available, or in an emergency situation.

Section 9.8. TRANSFER: Any employee transferred from one classification and/or department to another shall continue to accumulate seniority in his former classification and shall not be placed on the seniority list of his new position until successful completion of the ninety (90) day probationary period there. If, at the time the employee completes his ninety (90) day probationary period, his former position remains unfilled, the employee may request a transfer into his former job, and shall retain all rights of overall seniority beginning from his first day of hire.

Section 9.9. SHIFT TRANSFER: Shift transfers shall be made on the basis of job seniority. Employees, with the approval of their supervisor, have the right to temporarily exchange shifts. The provisions of this Section shall not apply to temporary employment or transfer made necessary by the absence of employees.

Section 9.10. Vacancies shall be posted city-wide.

Section 9.11. PROVISIONAL AND PERMANENT POSITIONS:

- A. If a job vacancy occurs on or after September 1, 1996, and no prior Civil Service examination has provided an eligibility list, there shall be a departmental posting outlining the job, salary, and related qualifications. Present employees within the department shall have a right to acquire the job vacancy as covered under this bargaining unit, by seniority if they pass the Civil Service examination for the class or grade, or by resume for such positions as designated by management as "resume" positions. If the before mentioned eligibility list becomes depleted, the City will notify the Civil Service to schedule examination to restore candidates to the eligibility list.

In the event no present employee within the department desires to acquire the job vacancy, or in the event no employee within the department passes the Civil Service examination for that class or grade in which there is a vacancy, then there shall be a city-wide posting outlining the job, salary, and related qualifications. Present City employees within any other department within the bargaining unit shall then have the right to acquire the job vacancy by seniority if they pass the Civil Service examination for the class or grade in which there is a vacancy.

If no present City employee within any other department passes the Civil Service examination, or if no present City employee within the same class or grade requests to fill the vacancy, then the City may fill the vacancy by hiring any other person who has received a score of at least the minimum established by the Civil Service Commission.

Any present employee who fills a job vacancy by seniority pursuant to this section must serve a probationary period during the first ninety (90) eight (8) hour workdays. During that probationary period, the employee serves in the new class or grade subject to the right of the Employer to transfer, for just cause, the employee back to his prior class, grade, or department. Just cause includes, but is not limited to failure of the employee to:

1. Adapt to the job duties of the new class or grade
2. Demonstrate sufficient qualifications to handle work assignments in new class or grade, or
3. Efficiently and promptly perform his job duties.

Likewise, any employee who accepts the vacancy who decides, for any reason, to return to his prior class, grade, or department, may do so within the first thirty (30) calendar days of his probationary period.

No employee shall be entitled to fill any vacancy outside his existing department under this section more than once in any calendar year. Any employee accepting the vacancy in the different class or grade, whether with a lower or higher pay scale, whether in the same or different department, shall be paid the rate of the job that he accepts transfer into, beginning at the step he currently holds in his present position.

If however, the employee fails to satisfactorily complete the probationary period and is transferred to his prior job classification, his pay shall revert to the rate of pay that would be applicable to him in that prior job classification as if there had been no transfer

- B. A provisional employee who has completed at least six (6) months of service, or the probationary period, whichever is longer, and passes an examination for that class or grade in which he holds the position, shall be appointed to that position as a permanent employee prior to the preparation of an eligible list.
- C. A permanent employee who passes an examination for a grade or class for which a position is vacant shall be appointed to the position prior to the preparation of an eligibility list. If more

than one permanent employee passes the examination for the vacant position, an eligibility list must be prepared consisting only of those permanent employees who received a score of at least the minimum established by the Civil Service Commission.

Section 9.12. LAYOFF: The City may only layoff bargaining unit members because of a lack of funds, permanent job abolishment, or a lack of work within the appointing authority. Any disputes arising regarding layoffs shall be settled through the grievance procedure. Employees shall not have recourse to the Civil Service Commission for appeal of any such disputes. Whenever the City determines it is necessary or expedient to reduce the work force within a department, all emergency, provisional, temporary, part-time, seasonal, and probationary employees shall be laid off first in the department before any reduction is made in the permanent work force.

Such laid off employee shall be paid for all accumulated vacation at the time of layoff. If the laid off employee has not been returned to work within two (2) years from the date of the layoff, the laid off employee will be eligible to cash any unused sick leave in accordance with Section 15.1.B. Employees who want to cash in their unused sick leave must request to do so prior to the end of the two (2) year recall period, and such payment will be mailed following the end of the two (2) year recall period to the employee's last address on record with the City.

Permanent employees shall be laid off in order of their department seniority with the employee having the least seniority within the position classification being laid off first, then continuing in a like manner until the required reduction in work force has been accomplished.

The Employer shall give reasonable notice of layoffs. If notice is given, the City shall meet with the Union to discuss how proposed layoffs may be avoided. Lack of notice, however, does not prevent the employer from implementing the layoff.

Section 9.13. LAYOFF BEYOND TWO YEARS: An employee who is laid off for a period of two (2) consecutive years shall automatically terminate and lose all seniority.

Section 9.14. RECALL:

- A. Permanent employees who are on layoff shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees have been obtained. Recall rights are for two (2) years.
- B. If the required number of employees cannot be obtained by the procedure outlined in (A), recall shall be made by overall seniority for all other employees on layoff in the bargaining unit, whom the City determines are qualified to perform the available work.
- C. Any person on layoff beyond a period of one (1) year shall be required to undergo a physical examination by the City physician or family doctor and the Employer shall pay for said examination.
- D. The City shall notify, by certified letter, the employee of his recall at his last address on record with the City. The employee shall report to work within seventy-two (72) hours after receipt

of notice of recall. If the employee is sick or otherwise incapacitated, it is his responsibility to appoint someone to notify the Employer that he intends to report to work but is unable to do so within seventy-two (72) hours. An employee loses his right to recall and has resigned if his address on file with the City is not accurate.

- E. An employee recalled to a job not within his former position shall retain a prior right to recall to a vacancy existing within his former position. Should an employee be recalled to a job not within his position, he shall serve a ninety (90) day probationary period, and upon successful completion of that probationary period, shall have classification seniority in that position from the time he first was recalled into the position. Further, his overall seniority shall continue to be credited from his first date of hire with the Employer.

If, upon being recalled to another classification, the employee does not successfully complete the probationary period, he shall be laid off and only be eligible to be recalled to his former classification. Further, the time served during his probationary period shall not be counted for purposes of total seniority. During the time a recalled employee serves a probationary period in a job outside of this classification, he shall be subject to the just cause provisions under the Discipline Article of this Agreement.

Section 9.15. EMERGENCIES OR TEMPORARY WORK LOADS: For emergencies or peak workloads, the City may, at its option:

- A. Recall laid off employees, or
- B. Schedule mandatory overtime, or
- C. Temporarily transfer employees from a related position in the bargaining unit not to exceed sixty (60) days, or
- D. If no laid off employees are willing or available to work, hire outside help.

Section 9.16. BUMPING: Bargaining Unit employees whose job classifications are indefinitely abolished or reduced shall have the right to bump a junior employee within a classification other than the classification where the employee is leaving wherein the employee has previously held the classification or the employee meets the minimum Civil Service Job Classification qualifications and is certified by the City.

ARTICLE 10
WAGES

Section 10.1. COMPOSITION OF THE PAY PLAN:

- A. Effective September 1, 2011, base wages shall be increased by zero percent (0%). Effective September 1, 2012, base wages shall be increased by one percent (1%). Effective September 1, 2013, base wages shall be increased by one percent (1%).

- B. Effective September 1, 2011 the City shall pay a pension pickup amount (fringe benefit method) of seven percent (7%). Effective September 1, 2012 the City shall pay a pension pick-up amount (fringe benefit method) of six percent (6%). Effective September 1, 2013 the City shall pay a pension pick-up amount (fringe benefit method) of five percent (5%). All newly hired AFSCME employees will be responsible for their entire contribution to PERS. The City will not pick up any portion of a newly hired employees share of the PERS Pension.

- C. Effective September 1, 2003, employees with ten (10) or more years of service shall receive a Step F representing a twenty-five cents (\$0.25) per hour wage increase, and thereafter as employees reach their tenth (10) year of service, they shall receive the Step F twenty-five cents (\$0.25) per hourly rate of pay increase.

Effective September 1, 2004, employees with ten (10) or more years of service shall receive a Step F representing a twenty-five cents (\$0.25) per hour wage increase, for a total of fifty cents (\$0.50), and thereafter as employees reach their tenth (10) year of service, they shall receive the Step F fifty cents (\$0.50) per hourly rate of pay increase.

In addition to the following wage rate table, any employee who has any of the following licenses and/or certificates, or, any employee who has been asked to obtain any of the following licenses or certificates, will have added to their base rate of pay the following amounts of money.

| | FIRST YEAR |
|--|-------------------|
| COMMERCIAL DRIVERS LICENSE | 0.12 |
| OHIO CLASS I CERTIFICATE | 0.27 |
| OHIO CLASS II CERTIFICATE | 0.31 |
| OHIO CLASS III CERTIFICATE | 0.37 |
| OHIO CLASS IV CERTIFICATE | 0.40 |
| LAB CERTIFICATION, FOUR (4) TEST | 0.20 |
| LAB CERTIFICATION, FIVE (5) TEST | 0.24 |
| LAB CERTIFICATION, SIX (6) TEST | 0.28 |
| LAB CERTIFICATION, BACTERIA TEST | 0.20 |
| PROFESSIONAL SURVEYORS LICENSE | 0.37 |
| CLASS 1 CHIEF BUILDING OFFICIAL | 0.49 |
| INTERNATIONAL SIGNAL ASSOCIATION LICENSE | 0.08 |
| SIGN AND MARKING | 0.08 |

The following WAGE RATE TABLE reflects the above stated wage increases.

| Pay Step | A | B | C | D | E | F |
|---------------------------------------|-------|-------|-------|-------|-------|-------|
| CLERK | 15.66 | 15.90 | 16.10 | 16.35 | 16.55 | 17.05 |
| | 15.82 | 16.06 | 16.26 | 16.51 | 16.72 | 17.22 |
| | 15.97 | 16.22 | 16.42 | 16.68 | 16.88 | 17.39 |
| ACCOUNTING CLERK | 16.55 | 16.89 | 17.17 | 17.45 | 17.80 | 18.30 |
| | 16.72 | 17.06 | 17.34 | 17.62 | 17.98 | 18.48 |
| | 16.88 | 17.23 | 17.52 | 17.80 | 18.16 | 18.67 |
| SECRETARY | 17.05 | 17.27 | 17.59 | 17.88 | 18.17 | 18.67 |
| | 17.22 | 17.44 | 17.77 | 18.06 | 18.35 | 18.86 |
| | 17.39 | 17.62 | 17.94 | 18.24 | 18.54 | 19.05 |
| DEPUTY CLERK MUNICIPAL COURT | 15.90 | 16.12 | 16.46 | 16.69 | 16.98 | 17.48 |
| | 16.06 | 16.28 | 16.62 | 16.86 | 17.15 | 17.65 |
| | 16.22 | 16.44 | 16.79 | 17.03 | 17.32 | 17.83 |
| SYSTEM ADMINISTRATOR | 18.49 | 18.87 | 19.24 | 19.65 | 20.07 | 20.57 |
| | 18.67 | 19.06 | 19.43 | 19.85 | 20.27 | 20.78 |
| | 18.86 | 19.25 | 19.63 | 20.04 | 20.47 | 20.98 |
| LABORER | 15.66 | 15.92 | 16.12 | 16.46 | 16.69 | 17.19 |
| | 15.82 | 16.08 | 16.28 | 16.62 | 16.86 | 17.36 |
| | 15.97 | 16.24 | 16.44 | 16.79 | 17.03 | 17.54 |
| GENERAL MAINTENANCE | 16.12 | 16.46 | 16.69 | 17.01 | 17.29 | 17.79 |
| | 16.28 | 16.62 | 16.86 | 17.18 | 17.46 | 17.97 |
| | 16.44 | 16.79 | 17.03 | 17.35 | 17.64 | 18.15 |
| TRUCK DRIVER | 16.25 | 16.50 | 16.79 | 17.05 | 17.37 | 17.87 |
| | 16.41 | 16.67 | 16.96 | 17.22 | 17.54 | 18.05 |
| | 16.58 | 16.83 | 17.13 | 17.39 | 17.72 | 18.23 |
| EQUIPMENT OPERATOR | 16.69 | 17.01 | 17.29 | 17.64 | 18.01 | 18.51 |
| | 16.86 | 17.18 | 17.46 | 17.82 | 18.19 | 18.70 |
| | 17.03 | 17.35 | 17.64 | 17.99 | 18.37 | 18.88 |
| LABOR CREW LEADER | 18.16 | 18.54 | 18.95 | 19.35 | 19.76 | 20.26 |
| | 18.34 | 18.73 | 19.14 | 19.54 | 19.96 | 20.46 |
| | 18.53 | 18.91 | 19.33 | 19.74 | 20.16 | 20.67 |
| PARKING ENFORCER/METER MAINTENANCE | 16.46 | 16.69 | 17.01 | 17.29 | 17.64 | 18.14 |
| | 16.62 | 16.86 | 17.18 | 17.46 | 17.82 | 18.32 |
| | 16.79 | 17.03 | 17.35 | 17.64 | 17.99 | 18.50 |
| SIGNS/MARKING TECHNICIAN | 16.73 | 17.04 | 17.36 | 17.60 | 17.99 | 18.49 |
| | 16.90 | 17.21 | 17.53 | 17.78 | 18.17 | 18.67 |
| | 17.07 | 17.38 | 17.71 | 17.95 | 18.35 | 18.86 |

| | | | | | | |
|---------------------------------------|-------|-------|-------|-------|-------|-------|
| ELECTRICIAN | 19.24 | 19.65 | 20.05 | 20.48 | 20.93 | 21.43 |
| | 19.43 | 19.85 | 20.25 | 20.68 | 21.14 | 21.64 |
| | 19.63 | 20.04 | 20.45 | 20.89 | 21.35 | 21.86 |
| ASSISTANT ELECTRICIAN | 17.87 | 18.04 | 18.50 | 18.80 | 19.20 | 19.70 |
| | 18.05 | 18.22 | 18.69 | 18.99 | 19.39 | 19.90 |
| | 18.23 | 18.40 | 18.87 | 19.18 | 19.59 | 20.10 |
| TRAFFIC CONTROL CREW LEADER | 18.16 | 18.54 | 18.95 | 19.35 | 19.76 | 20.26 |
| | 18.34 | 18.73 | 19.14 | 19.54 | 19.96 | 20.46 |
| | 18.53 | 18.91 | 19.33 | 19.74 | 20.16 | 20.67 |
| UTILITY METER READER | 16.10 | 16.35 | 16.55 | 16.89 | 17.17 | 17.67 |
| | 16.26 | 16.51 | 16.72 | 17.06 | 17.34 | 17.85 |
| | 16.42 | 16.68 | 16.88 | 17.23 | 17.52 | 18.03 |
| UTILITIES MAINTENANCE TECHNICIAN I | 18.54 | 18.95 | 19.35 | 19.76 | 20.19 | 20.69 |
| | 18.73 | 19.14 | 19.54 | 19.96 | 20.39 | 20.90 |
| | 18.91 | 19.33 | 19.74 | 20.16 | 20.60 | 21.11 |
| UTILITIES CLERK | 16.35 | 16.55 | 16.89 | 17.17 | 17.45 | 17.95 |
| | 16.51 | 16.72 | 17.06 | 17.34 | 17.62 | 18.13 |
| | 16.68 | 16.88 | 17.23 | 17.52 | 17.80 | 18.31 |
| WATER METER SERVICE | 16.55 | 16.89 | 17.17 | 17.45 | 17.80 | 18.30 |
| | 16.72 | 17.06 | 17.34 | 17.62 | 17.98 | 18.48 |
| | 16.88 | 17.23 | 17.52 | 17.80 | 18.16 | 18.67 |
| WATER MAINTENANCE | 16.69 | 17.01 | 17.29 | 17.64 | 18.01 | 18.51 |
| | 16.86 | 17.18 | 17.46 | 17.82 | 18.19 | 18.70 |
| | 17.03 | 17.35 | 17.64 | 17.99 | 18.37 | 18.88 |
| WATER DISTRIBUTION CREW LEADER | 18.16 | 18.54 | 18.95 | 19.35 | 19.76 | 20.26 |
| | 18.34 | 18.73 | 19.14 | 19.54 | 19.96 | 20.46 |
| | 18.53 | 18.91 | 19.33 | 19.74 | 20.16 | 20.67 |
| WASTEWATER COLLECTION CREW LEADER | 18.16 | 18.54 | 18.95 | 19.35 | 19.76 | 20.26 |
| | 18.34 | 18.73 | 19.14 | 19.54 | 19.96 | 20.46 |
| | 18.53 | 18.91 | 19.33 | 19.74 | 20.16 | 20.67 |
| LEAD PLANT OPERATOR | 18.54 | 18.95 | 19.35 | 19.76 | 20.19 | 20.69 |
| | 18.73 | 19.14 | 19.54 | 19.96 | 20.39 | 20.90 |
| | 18.91 | 19.33 | 19.74 | 20.16 | 20.60 | 21.11 |
| UTILITY LAB TECHNICIAN | 18.54 | 18.95 | 19.35 | 19.76 | 20.19 | 20.69 |
| | 18.73 | 19.14 | 19.54 | 19.96 | 20.39 | 20.90 |
| | 18.91 | 19.33 | 19.74 | 20.16 | 20.60 | 21.11 |
| | | | | | | |

| | | | | | | |
|---|-------|-------|-------|-------|-------|-------|
| WATER TREATMENT PLANT OPERATOR | 16.89 | 17.17 | 17.45 | 17.80 | 18.16 | 18.66 |
| | 17.06 | 17.34 | 17.62 | 17.98 | 18.34 | 18.85 |
| | 17.23 | 17.52 | 17.80 | 18.16 | 18.53 | 19.04 |
| WATER TREATMENT PLANT OPERATOR 1 | 17.80 | 18.16 | 18.54 | 18.95 | 19.35 | 19.85 |
| | 17.98 | 18.34 | 18.73 | 19.14 | 19.54 | 20.05 |
| | 18.16 | 18.53 | 18.91 | 19.33 | 19.74 | 20.25 |
| WASTEWATER TREATMENT PLANT OPERATOR | 16.89 | 17.17 | 17.45 | 17.80 | 18.16 | 18.66 |
| | 17.06 | 17.34 | 17.62 | 17.98 | 18.34 | 18.85 |
| | 17.23 | 17.52 | 17.80 | 18.16 | 18.53 | 19.04 |
| WASTEWATER TREATMENT PLANT OPERATOR 1 | 17.80 | 18.16 | 18.54 | 18.95 | 19.35 | 19.85 |
| | 17.98 | 18.34 | 18.73 | 19.14 | 19.54 | 20.05 |
| | 18.16 | 18.53 | 18.91 | 19.33 | 19.74 | 20.25 |
| PRE TREATMENT COORDINATOR | 18.54 | 18.95 | 19.35 | 19.76 | 20.19 | 20.69 |
| | 18.73 | 19.14 | 19.54 | 19.96 | 20.39 | 20.90 |
| | 18.91 | 19.33 | 19.74 | 20.16 | 20.60 | 21.11 |
| INSTRUMENTATION & ELECTRICAL TECHNICIAN | 18.54 | 18.95 | 19.35 | 19.76 | 20.19 | 20.69 |
| | 18.73 | 19.14 | 19.54 | 19.96 | 20.39 | 20.90 |
| | 18.91 | 19.33 | 19.74 | 20.16 | 20.60 | 21.11 |
| ENGINEERING AIDE 1 | 15.90 | 16.35 | 16.55 | 16.89 | 17.17 | 17.67 |
| | 16.06 | 16.51 | 16.72 | 17.06 | 17.34 | 17.85 |
| | 16.22 | 16.68 | 16.88 | 17.23 | 17.52 | 18.03 |
| ENGINEERING AIDE 2 | 17.17 | 17.45 | 17.80 | 18.16 | 18.54 | 19.04 |
| | 17.34 | 17.62 | 17.98 | 18.34 | 18.73 | 19.23 |
| | 17.52 | 17.80 | 18.16 | 18.53 | 18.91 | 19.42 |
| ENGINEERING AIDE 3 | 17.80 | 18.16 | 18.54 | 18.95 | 19.35 | 19.85 |
| | 17.98 | 18.34 | 18.73 | 19.14 | 19.54 | 20.05 |
| | 18.16 | 18.53 | 18.91 | 19.33 | 19.74 | 20.25 |
| SURVEYOR/FLOODWALL COORDINATOR | 22.33 | 22.95 | 23.53 | 24.13 | 24.75 | 25.25 |
| | 22.55 | 23.18 | 23.77 | 24.37 | 25.00 | 25.50 |
| | 22.78 | 23.41 | 24.00 | 24.62 | 25.25 | 25.76 |
| CIVIL ENGINEER 1 | 22.33 | 22.95 | 23.53 | 24.13 | 24.75 | 25.25 |
| | 22.55 | 23.18 | 23.77 | 24.37 | 25.00 | 25.50 |
| | 22.78 | 23.41 | 24.00 | 24.62 | 25.25 | 25.76 |
| | | | | | | |

| | | | | | | |
|--------------------|-------|-------|-------|-------|-------|-------|
| CIVIL ENGINEER 2 | 23.50 | 24.12 | 24.73 | 25.42 | 26.04 | 26.54 |
| | 23.74 | 24.36 | 24.98 | 25.67 | 26.30 | 26.81 |
| | 23.97 | 24.60 | 25.23 | 25.93 | 26.56 | 27.07 |
| BUILDING OFFICIAL | 21.95 | 22.33 | 22.75 | 23.23 | 23.70 | 24.20 |
| | 22.17 | 22.55 | 22.98 | 23.46 | 23.94 | 24.44 |
| | 22.39 | 22.78 | 23.21 | 23.70 | 24.18 | 24.69 |
| BUS OPERATOR | 16.08 | 16.30 | 16.62 | 16.88 | 17.19 | 17.69 |
| | 16.24 | 16.46 | 16.79 | 17.05 | 17.36 | 17.87 |
| | 16.40 | 16.63 | 16.95 | 17.22 | 17.54 | 18.05 |
| SHIFT LEADER | 18.64 | 18.91 | 19.21 | 19.48 | 19.80 | 20.30 |
| | 18.83 | 19.10 | 19.40 | 19.67 | 20.00 | 20.50 |
| | 19.01 | 19.29 | 19.60 | 19.87 | 20.20 | 20.71 |
| MECHANIC | 17.38 | 17.63 | 17.92 | 18.29 | 18.64 | 19.14 |
| | 17.55 | 17.81 | 18.10 | 18.47 | 18.83 | 19.33 |
| | 17.73 | 17.98 | 18.28 | 18.66 | 19.01 | 19.52 |
| BUS UTILITY WORKER | 15.66 | 15.92 | 16.12 | 16.46 | 16.69 | 17.19 |
| | 15.82 | 16.08 | 16.28 | 16.62 | 16.86 | 17.36 |
| | 15.97 | 16.24 | 16.44 | 16.79 | 17.03 | 17.54 |
| GROUNDKEEPER | 15.66 | 15.92 | 16.12 | 16.46 | 16.69 | 17.19 |
| | 15.82 | 16.08 | 16.28 | 16.62 | 16.86 | 17.36 |
| | 15.97 | 16.24 | 16.44 | 16.79 | 17.03 | 17.54 |

Section 10.2. LONGEVITY BENEFITS: Longevity shall be paid as follows:

| Effective Date | |
|---|------------|
| Five years but less than ten years of service | \$ 950.00 |
| Ten years but less than fifteen years of service | \$1,200.00 |
| Fifteen years but less than twenty years of service | \$1,450.00 |
| Twenty years but less than twenty-five years of service | \$1,700.00 |
| Twenty-five years of service or more | \$1,950.00 |

All employees with service in the City shall be entitled to longevity benefits. Longevity benefit qualifications shall begin on the anniversary date of the employment with the City and shall be payable December first of each year. If, however, employee's anniversary date falls in the month of December and provided there is no reason to anticipate he shall not complete the month's work, he shall also be paid longevity benefits on December first as long as years of service required will be satisfied as of his December anniversary date.

For purposes of calculating longevity benefits and vacation accrual, credit for previous public service time (i.e. city, county, state or any other political subdivision) shall be combined with City of Chillicothe service time to determine total benefit.

Section 10.3. PROMOTION SALARY RANGE: Any person who received or earns a promotion to a job in a higher salary range will start at the step that pays an increase of five percent (5%) if possible, but in no case higher than the final step of that classification.

Section 10.4. AUTOMATIC SALARY RANGE ADJUSTMENT AND EXCEPTIONS: Class Title employees listed in the official pay plan contained in this Agreement shall be advanced to the next succeeding step in the annual salary range for their Class Title and shall receive an automatic salary adjustment equivalent to this next higher step within the annual salary range for their Class Title for each full year of service commencing on the employee's anniversary date of their current position.

Section 10.5. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PENSION PICK-UP:

- A. That portion of the employees' contribution to PERS as set forth in Article 10.1 D 1 shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Chillicothe.
- B. The provisions of Paragraph (A) shall apply uniformly to all bargaining unit employees, and no employee shall have the option to select a wage increase or other benefit in lieu of the payment provided herein. The City shall, in reporting and making remittance to PERS, report that each employee's contribution has been made as provided by statute.
- C. The sum paid hereunder by the City on behalf of the employee is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings, or basis of his contribution to PERS, the amount paid by the City on behalf of the employee as his statutory obligation, is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.
- D. This section shall apply to any and all moneys paid to an employee by the City, for which there is a pension contribution, under or pursuant to any provision of this contract and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

Section 10.6. EMPLOYEES DEFERRED COMPENSATION PROGRAM:

Employer Matching Plan: The employer shall make a matching contribution of 9% of the employee's contribution to the employees deferred compensation program.

Upon retirement or separation from the City of Chillicothe, an employee may elect to have compensation from the sale of unused vacation and/or sick leave rolled into their deferred

compensation account. It is understood the nine percent (9%) matching does not apply to this transaction. All rules, requirements, and conditions of deferred compensation accounts shall apply.

For any sick leave accumulation over one thousand (1000) hours, the employee has the option of rolling those sick leave hours in Deferred Compensation at the rate of 75% at the employee's rate of pay at the time of the rollover. Such rollover shall not be subject to Pension matching.

ARTICLE 11 **SENIORITY**

Section 11.1. DEFINITION OF SENIORITY:

Overall Seniority: For employees on the full-time City payroll on or before August 31, 2002, seniority will include all prior time worked for the City, including a prorated share of prior part-time service. For employees added to the payroll on or after September 1, 2002, an employee's seniority date will be the date they were added to the full-time payroll.

Job Seniority: Job seniority is defined as an employee's continuous service in his current job classification.

Section 11.2. ACCRUAL OF SENIORITY: A permanent employee shall accumulate one (1) day of seniority for each full day (eight (8) hours) of:

- A. Actual work time on a workday.
- B. Paid vacation.
- C. Paid sick leave.
- D. Paid injury leave.
- E. Paid holiday.
- F. Paid or approved leave of absence.
- G. Any combination of above.

Eight (8) hours' credit shall apply if an employee reports to work and is sent home for the day for other than disciplinary reasons.

Section 11.3. APPLICATION OF SENIORITY:

- A. Overall seniority shall be used to determine the following:
 - 1. Promotions in the bargaining unit
 - 2. Transfers
 - 3. Bumping related to layoff/recall
- B. Job seniority shall be applicable to:
 - 1. Layoff and recall
 - 2. Shift transfer in a job classification
 - 3. Reclassification for lack of work.
 - 4. Vacation preferences

Section 11.4. PROBATIONARY EMPLOYEES:

- A. Probationary employees shall not accumulate seniority during their first ninety (90), eight (8) hour work days. During that time, the employee serves at the Employer's pleasure and is subject to discipline or discharge without recourse under this contract, any court of law, administrative body, or other dispute resolution procedure. Once the employee has attained permanent status, seniority shall run retroactively from the date of hire. This contract shall not serve as a basis to guarantee continued employment with the City.
- B. Probationary employees shall start at the position having the highest number of hours on the overtime roster.

Section 11.5. SENIORITY LISTS: A seniority list shall be prepared and posted showing both overall and job seniority, classification, department, and work location.

The seniority list shall be posted once each year, in each department, with a copy to the respective steward.

A seniority list prepared by the Employer shall be considered correct, provided, however, that if any employee does not agree with said seniority list, he shall object, in writing, to his steward within thirty (30) days of the seniority list's posting. Thereafter, the steward and the department head shall have seven (7) days to adjust the seniority list, otherwise the seniority on the list will be considered accurate and final.

Section 11.6. EQUAL SENIORITY: In the event two (2) or more employees have equal seniority, it shall be determined by alphabetical order (last name) which of the equal employees shall be listed first on the proper seniority listing.

Section 11.7. LOSS OF SENIORITY: An employee shall lose all seniority for the following reasons:

- A. Dismissal
- B. Resignation
- C. Accepting other employment while on leave of absence (unless given prior written approval by the Employer)
- D. Absent for three (3) consecutive days without notification to the Employer (unless proven untenable circumstances preclude compliance)
- E. Failure to report within seventy-two (72) hours after a recall.

ARTICLE 12 **WORK RULES**

Section 12.1. WORK RULES: Subject to the terms of this Agreement, reasonable departmental rules will be posted by the City and signed by the department head or the Mayor. The Union recognizes that the City has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate conduct of employees as it relates to their job and the conduct of the City's services and programs.

The City may also adopt and enforce reasonable appearance standards and uniform requirements. The appearance standards set forth by City Policy are consistent with this requirement of reasonableness. The City shall provide uniforms for all City employees who are required by the City to wear uniforms. The City shall pay the total cost of these uniforms, including maintenance and cleaning of the uniforms. The City may discontinue the requirement of uniforms at any time as to any job or classification. Where uniforms are provided by the City, each employee shall whenever practical be fully dressed for work at the time his shift begins, and each employee will remain in uniform until his shift is completed, except where a change of uniform or removal becomes necessary during the shift due to soiling or other circumstances.

Section 12.2. FOREMAN DUTIES: A foreman i.e. crew leader, chief plant operator, and shift leader, normally performs his duties in a supervisory capacity. He may engage in work performed by job classified employees, but this practice may not displace positions held by job classified employees.

Section 12.3. OUTSIDE WORKING CONDITIONS: Employees shall not be required to work under abnormal conditions that seriously threaten their health and safety, e.g., severe rain, electrical storms, ice blanket, and severe cold (below zero degrees F weather) without proper equipment.

Section 12.4. REFUSE DEPARTMENT HOLIDAY WORK SCHEDULE: The Employer may schedule the Refuse Department to perform regular work assignments on all legal holidays as set out in this Agreement. This holiday work schedule shall be first offered to the regular assigned route crews. In the event regular assigned crews are unavailable to work overtime, the additional route work shall be first offered to the Refuse Department. In the event of refusal by the entire Refuse Department, other Service Department personnel may be obtained for the work assignment.

Section 12.5. REFUSE DEPARTMENT SUMMERS HOURS: During the period of time extending from June 1 through August 31 of each calendar year, normal starting time for Refuse crews shall be 6:00 a.m. The City may change routes and work schedules.

This time period may be extended if the weather predictions are for continued high temperatures. This shall be determined by the Service Director.

Section 12.6. SAFETY EQUIPMENT SUPPLIED BY CITY: The City shall provide safety glasses, safety shoes/boots, hearing protection, coveralls and any other related/required gear/accessories to all employees as determined necessary by the Joint Safety Committee. Prior approval for replacement of the foregoing shall be determined by procedural guidelines made by the Quality and Safety First Committee.

Section 12.7. The parties recognize that it is the philosophy of the City that employees, when possible, will be put on advance written notice, of any alleged work rule violations. The City will promulgate certain written rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's rights to be treated with dignity and respect and maintain the dignity and respect of their position while effectively carrying out the City's program. The list provided is not exhaustive, and an employee may be disciplined for other legitimate reasons.

Section 12.8: The City agrees that, to the extent any rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of written rules will be furnished to the Union President and appropriate Stewards. The Union will be notified of any amendments to existing rules, to the extent possible, at least fifteen (15) work days prior to the effective date of such amendments. Should any work rules violate the law or the specific provisions of this Agreement, such rules shall be invalid to the extent of their illegality or conflict. Present work rules or policy manual shall be updated as needed. However, failure to update shall not affect their validity and enforcement.

Section 12.9: Rules, policies, and directives shall not be selectively enforced against employees.

Section 12.10: The City shall furnish the Union with a copy of or copies of its existing written rules.

Section 12.11. In addition to rules, it is understood that the City has the statutory authority to promulgate policies, procedures, and directives to regulate the conduct of the City's business. These written rules will be made available to bargaining unit members.

Section 12.12. All new employees shall be supplied with a personal written copy of all rules, policies, procedures, and directives upon reporting for work. Any existing City ordinances requested by the Union shall be obtainable upon request from the Clerk of Council.

Section 12.13. The City shall provide, as determined by the Administration, proper orientation training for new employees.

ARTICLE 13 **PAID LEAVES OF ABSENCE**

Section 13.1. JURY DUTY AND COURT APPEARANCE: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service or where they are subpoenaed to court where they are not a party Plaintiff or Defendant. Employees shall be paid their regular compensation for the time in court and travel time to and from the workplace. Employees shall submit written proof of time required for appearance and shall turn in to the City, any jury or witness fees paid, following their appearance in court. If an employee is summoned to jury duty but is not selected to serve as a juror, or when the employee has fulfilled the requirements of the subpoena, the employee shall immediately contact his supervisor, upon official release, for return-to-work instructions.

Section 13.2. PERSONAL LEAVE DAYS:

- A. There shall be twenty-four (24) personal leave hours per each calendar year, commencing on January 1st and ending on December 31st, granted to members of AFSCME, Local 1562, Council 8. The leave hours request shall be made at the commencement of each shift period by request to the employee's supervisor. The supervisor shall grant the leave hours as requested, unless operational requirements necessitate the presence of the employee. In the event of any employee emergency, it is not necessary to report the request at the beginning of the shift if said emergency is incurred during the shift. The employee's supervisor shall be responsible for keeping a personal leave day record for the calendar year for each employee with date and hour leave indicated and initialed by the supervisor and the employee. Normally there shall be no carry-over of unused personal leave hours. However, if an employee is unable to take personal leave due to a denial due to operational reasons the employee can roll over that personal day (hours) to be scheduled and utilized no later than March 1 of the subsequent year or shall be paid for said unused leave, at the discretion of the employee. The leave hours may be taken in any amount, but not less than one (1) hour for each period.
- B. New employees hired on or before March 31st shall be eligible for twenty-four (24) hours of personal leave. New employees hired between April 1st and June 30th shall be eligible for sixteen (16) hours of personal leave. New employees hired between July 1st and September 30 shall be eligible for eight (8) hours of personal leave. New employees hired between October 1st and December 31st shall not be eligible for personal leave for that calendar year.

Section 13.3. EARNED PERSONAL LEAVE DAY:

Any employee who uses forty (40) or fewer hours of sick leave between January 1st and December 31st will be credited with an additional eight (8) hours personal leave on January 1st of the following year.

Section 13.4. An employee shall be charged against his personal leave on an hour-for-hour basis. No employee will be charged for more time than taken.

i.e. If a personal leave creates a two (2) hour hold-over, the employee shall take, and be charged, two (2) hours. If a personal leave creates a four (4) hour hold-over, the employee shall take, and be charged, four (4) hours.

ARTICLE 14
LEAVES OF ABSENCE WITH AND WITHOUT PAY

Section 14.1. REASONABLE PURPOSE: Unpaid leaves of absence for a limited period, not to exceed one (1) year, may be granted for any reasonable purpose, as determined by the City, and such leaves may be extended or renewed for any reasonable period. A request for a leave of absence shall be in writing to the department head stating the reason and duration and be signed and dated by the employee. The department head, in writing, shall answer said request within seven (7) days.

Section 14.2. UNION BUSINESS: Members of the Union selected by the Union to participate in any Union activity outside Chillicothe, Ohio, shall be granted a leave of absence with pay at the request of the Union. A leave of absence for such Union activity shall not exceed more than thirty (30) days total. A day is counted for each person who takes it off. The granting of such leave shall take into consideration the operational needs of the City.

The number of consecutive days taken by any employee shall be limited to five (5) days, unless otherwise mutually agreed.

Employees elected to any Union office or selected by the Union to do work not to exceed one (1) year which takes them from their employment with the Employer, shall at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year but it may be renewed or extended for a similar period at any time upon the request of the Union. Members of the Union selected by the Union to participate in any Union activity outside of Chillicothe, Ohio, shall be granted a leave of absence without pay at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

Unpaid leaves shall not create overtime.

Section 14.3. MATERNITY LEAVE:

- A. Payment for all accumulated vacation credit will be made at the stop-work date at the employee's request. Sick leave may be used for prenatal care by a physician and illness caused by pregnancy.
- B. The maternity leave shall be in accordance with the sick leave provisions of Article 15. An employee who is granted maternity leave is entitled to the following:
 - 1. Her same or similar position, if available, held at time of separation and as provided in Ohio Administrative Code Section 123:1-34-01 (4).
 - 2. Her former pay step.
 - 3. All sick leave accumulated to her credit.
 - 4. Her previous time counts toward her next pay increase.
 - 5. She need not serve a probation period.

Section 14.4. EDUCATION: After completing one (1) year of service, any employee, upon request, may be granted a leave of absence without pay for education purposes. The period of the leave shall not exceed one (1) year, but it may be extended or renewed at the request of the employee by the Mayor.

Employees may also be granted leaves of absence, without pay for education purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

Section 14.5. MILITARY SERVICE: Pursuant to Section 5923.05, Ohio Revised Code, any employee who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any other Reserve component of Armed Forces of the United States shall be entitled to leave of absence from his or her respective duties for such time as he or she is in the Military Service on field or active duty for periods of not to exceed thirty-one (31) days or 248 hours in any one calendar year. If the employee's Military pay or compensation during such leave of absence is less than what his or her City pay would have been for such period, the employee shall be paid by the City the difference in money between the City pay and his or her Military pay for such period. Each such employee shall submit evidence from the Military to show the actual amount of Military compensation received or payable as a result of such time as the employee is on leave of absence.

The restoration of employment of any employee after service in the Armed Services of the United States, other than as controlled by the above provisions concerning a leave of absence for a period not to exceed thirty-one (31) days or 248 hours in any one calendar year, shall be in accordance with Section 124.29 of the Ohio Revised Code. "Armed Services of the United States" shall have the same meaning as it has in R. C. Section 5903.01.

Section 14.6. No accumulation of benefits (except seniority) occurs while on an approved unpaid leave of absence.

Section 14.7: While on leave of absence while receiving workers compensation, vacation shall accrue but sick leave shall not.

Section 14.8: The City agrees to allow employees, at mutually agreed upon times, to take Civil Service exams during normal work hours.

Section 14.9: The City agrees to allow employees to leave the work place on the day of National and State elections, at mutually agreeable times, for the purpose of voting in said election(s). Time away from work for voting will not be compensated. Time away from work for voting will only be permitted in such instance where the employee's work schedule would prevent the employee from getting to the designated polling site during normal election hours (6:30 am to 7:30 pm).

ARTICLE 15 **SICK LEAVE**

Section 15.1: Employees' regularity of attendance during any specific calendar year relating to anniversary date of such employees shall be entitled to the following consideration.

- A. Each employee, whose salary or wage is paid in whole or in part by the City, shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours of pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used it shall be deducted from the employee's credit on the basis one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers. The department head shall require an employee to furnish a satisfactory, written, signed statement to justify the use of sick leave. If medical attention is required, a certification stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No sick leave may be granted to an employee upon or after his retirement or termination of employment.
- B. An employee may elect at time of retirement, resignation, or termination from active service, with five (5) or more years of service with the City, to be paid cash for seventy-five percent (75%) of his accumulated unused sick leave (for laid off employees see Section 10.9). Such seventy-five percent (75%) payment applies only to sick leave accumulated prior to September

1, 1987. Sick leave accrued after September 1, 1987, shall be paid at sixty percent (60%) of its accumulation. Further, employees using sick leave after September 1, 1990, shall have it deducted first from the accumulated sick leave in the sixty percent (60%) accumulation, if any, and then, after all sixty percent (60%) accumulation has been exhausted, from the seventy-five percent (75%) accumulation, if any.

Sick leave payments shall be based on the employee's rate of pay at the time of retirement, resignation, or termination. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee. The employee's beneficiary shall receive all sick leave benefits in the event of the employee's death.

C. If there is a pattern of abuse of sick leave, the employee may be subject to progressive discipline for consistent periods of sick leave usage. Documented illness shall not be construed as abuse of sick leave. For example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism.

D Upon the exhaustion of accumulated sick leave for an employee who remains disabled from injury or illness, the City will extend for the remainder of the disability, but not to exceed twelve (12) months, the City-paid insurance coverage to said employee and his family.

Section 15.2. IMMEDIATE FAMILY: "Immediate family" shall mean the spouse, son, daughter, brother, sister, parent, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, step father, step mother, step sister, step brother, step son, step daughter, half brother, half sister, sister-in-law, brother-in-law, a legal guardian, or other person who stands in place of a parent (loco parentis).

Section 15.3. FUNERAL LEAVE: A full-time AFSCME member shall be granted a leave of absence with pay of three (3) workdays, one of which includes the day of the death or funeral/memorial service, not to be charged against sick leave or vacation, for death in the employee's immediate family.

If it is the employee's spouse, child or parent, employees shall be granted leave of absence with pay of five (5) workdays, one of which includes the day of the death or funeral/memorial service.

The employee may take personal or sick leave time if additional time is required.

In the event the funeral falls on the employees regularly scheduled day off the employee may use funeral leave for any days of regularly scheduled work which fall within the three (3) or five (5) day guidelines.

ARTICLE 16 **HOLIDAYS AND VACATION**

Section 16.1. Any employee who performs work on any of the agreed holidays shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular rate of pay, and said compensation shall be in addition to the regular holiday pay. If the work performed is more than eight (8) hours then the employee shall be paid double time and one-half ($2\frac{1}{2}$) his regular rate of pay for time in excess of eight (8) hours.

Section 16.2. HOLIDAYS: Each employee is entitled to eight (8) hours of holiday pay at his regular rate for the following days:

- A. January 1
- B. Third Monday of January
- C. Third Monday of February
- D. Good Friday
- E. Last Monday in May (Memorial/Shoemaker Day)
- F. Fourth of July
- G. First Monday in September
- H. Second Monday in October
- I. November Eleventh
- J. Fourth Thursday in November
- K. Friday after fourth Thursday in November
- L. Twenty-fourth day of December (one-half day)
- M. Twenty-fifth day of December
- N. Thirty-first day of December (one-half day)

O. Employee’s Birthday

In the event holidays lettered A, F, I, L, M, N, or O above, falls on a Saturday, it will be observed on the preceding Friday, and if on Sunday, it will be observed on the following Monday. No employee shall receive pay for a holiday unless he works the day before and the day after such holiday. However, if either of these two (2) days is included in the regular time off or is vacation time, sick leave, or an excused absence, it shall be paid. Overtime for work on holidays is only paid for actual work on the day the holiday actually falls.

For employee’s birthday holiday, at least two (2) working days prior to his birthday, the employee will inform the department head of the day he intends to observe his birthday holiday. That date can be;

- A. Up to thirty (30) days before or after his birthday, or
- B. A date outside the thirty (30) days in “D” above, that is mutually agreed upon.

Any employee regularly scheduled to work December 25th and/or Thanksgiving Day shall receive an additional four (4) hours’ pay at his regular rate. New employees hired after their birthday shall not be eligible for their birthday holiday until the following year.

Section 16.3. VACATION: Earned vacation with pay shall be computed in accordance with the following schedule:

| Anniversary Date to Anniversary Date | Hours of Vacation Accrued per Month | Total Vacation Earned for Year |
|--------------------------------------|-------------------------------------|--------------------------------|
| 0 to 1 st | 6.6667 | 80 hours |
| 1 st to 2 nd | 6.6667 | 80 hours |
| 2 nd to 3 rd | 6.6667 | 80 hours |
| 3 rd to 4 th | 6.6667 | 80 hours |
| 4 th to 5 th | 10.0000 | 120 hours |
| 5 th to 6 th | 10.0000 | 120 hours |
| 6 th to 7 th | 10.0000 | 120 hours |
| 7 th to 8 th | 10.0000 | 120 hours |
| 8 th to 9 th | 10.0000 | 120 hours |
| 9 th to 10 th | 13.3333 | 160 hours |
| 10 th to 11 th | 13.3333 | 160 hours |
| 11 th to 12 th | 13.3333 | 160 hours |
| 12 th to 13 th | 13.3333 | 160 hours |
| 13 th to 14 th | 13.3333 | 160 hours |
| 14 th to 15 th | 16.6667 | 200 hours |
| 15 th to 16 th | 16.6667 | 200 hours |
| 16 th to 17 th | 16.6667 | 200 hours |
| 17 th to 18 th | 16.6667 | 200 hours |

| | | |
|--------------------------|---------|-----------|
| 18th to 19 th | 16.6667 | 200 hours |
| 19th and over | 20.0000 | 240 hours |

Vacation allowed is in addition to any recognized holidays which may fall during an employee’s vacation period.

An employee shall be entitled to two (2) weeks’ earned vacation on or after the employee’s one (1) year anniversary date and each anniversary date of the employee thereafter shall determine the employee’s eligibility for earned vacation.

Employees may carry over a maximum three years accrual of vacation.

Any employee who leaves City employment after six (6) months shall be entitled to earned vacation pay with the amount of vacation payable to be determined in accordance with the above schedule.

Vacation schedules for employees in each department shall be developed by the department head. It shall be the policy of each department head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to the hiring of additional help. The employee may request a vacation preference. A duplicate request for vacation, if granted for the period, will be made on the basis of seniority.

An employee desiring to take a day of vacation time off shall give not less than twenty-four (24) hours advance notice of his intention to do so to the department head. An employee desiring to take one full week of vacation time off shall give not less than one full calendar week’s advance notice of his intention to do so to his department head.

Section 16.4. PAYMENT IN LIEU OF VACATION: Employees shall be granted an opportunity to receive payment (instead of time off) for unused vacation in addition to their regular pay (at straight time) by requesting same, in writing, to the department head. Payment in lieu of vacation is limited to six (6) weeks per year and must be taken in at least one (1) week increments; provided, however, that the employee must retain at least one week of unused vacation after the vacation is to be paid by the City.

ARTICLE 17
INSURANCE BENEFITS

Except where otherwise stated in a particular section, the City shall select an insurance carrier and/or insurance carriers to provide the following insurance coverage:

Section 17.1. The City shall provide health care coverage during the duration of this pursuant to the plan adopted by the parties here to during the duration of the course of collective bargaining. Each employee covered by the agreement shall be bound by the following percentages for the employee’s share of the cost for their health care.

The employee covered by this agreement shall have the option of health care coverage and premium cost to the employee selecting health care coverage under a Health Savings Account (H.S.A.) or a

Preferred Provider Organization (P.P.O.). Effective January 1, 2012 all newly hired employees will have health care coverage under the H.S.A. If any current or newly hired employee can show verification that they are not eligible for the H.S.A., then the employee can be covered by the P.P.O. but will pay the cost of the premium for the H.S.A. coverage.

Effective January 1, 2012, each employee shall pay eleven percent (11%) of the cost of the premium for the coverage the employee selects. Effective January 1, 2013, each employee shall pay twelve percent (12%) of the cost of the premium for the coverage the employee selects. Effective January 1, 2014, each employee shall pay thirteen percent (13%) of the cost of the premium for the coverage the employee selects.

Section 17.2. The Dental Plan will continue to be the same as the current plan in effect as of 9/1/05.

Section 17.3. The City shall continue to provide the AFSCME, Ohio Council 8 AFSCME Care Plan. The City shall pay the cost of such coverage not to exceed \$47.50 per employee.

Section 17.4. The City shall provide group term life insurance in the amount of \$50,000.00.

Section 17.5. The City shall provide liability coverage for all employees. Such liability coverage shall be applicable only to claims arising out of an act or omission of the employee while acting within the scope and course of his employment with the City.

Section 17.6. The City shall provide all of the above insurance to all City employees regardless of age.

Section 17.7. The City shall establish an Employee Assistance Program (EAP) utilizing services of Scioto Paint Valley Mental Health, to provide no-cost services to City employees. Drug testing will be based on “reasonable suspicion” standard.

Section 17.8. The City agrees to the creation of a healthcare advisory committee comprised of management representatives and representatives (2) from AFSCME. The committee will meet at least bi-monthly and will only have advisory responsibility with the City. The purpose of the committee is to advise and suggest ways for the City to save money on healthcare. Final authority regarding the structure of the Healthcare plan continues to rest with the City.

Section 17.9. It is the City’s position regarding health care coverage that the City will not offer, nor will the City voluntarily agree to health care coverage with the FOP, First Capital Lodge #59, and the International Association of Firefighters, Local #200, that is greater than what is finally agreed to by AFSCME, Local #1562, and the City of Chillicothe. In the event that either of the above bargaining units receives greater benefits, AFSCME, Local #1562 will receive the same benefits effective on the same date as effective for the other bargaining unit(s). The difference in coverage causing greater costs to AFSCME, Local #1562, will not be retroactive.

Section 17.10. If both spouses in a family work for the City, only one of them will be eligible to carry the City’s health care insurance as the primary member. The most senior of the spouses will be the primary member. The other spouse will be covered as a dependent.

ARTICLE 18
JOB LOCATION

Section 18.1. When an employee is required to relocate to another job at another location, he shall be furnished transportation. This does not include reporting to another job at the beginning of the work day.

Section 18.2. When an employee is required to drive his personal vehicle to transact City business, he shall be reimbursed at a mileage rate of thirty-one (\$0.31) per mile for four-wheeled motor-propelled vehicles and nineteen cents (\$ 0.19) per mile for two or three-wheeled motor-propelled vehicles or such fixed amount as may be determined by City Ordinance.

Section 18.3. City shall reimburse expenses for meals and/or lodging, mileage (\$0.26), upon presentation of receipts, if ordered on City business outside the corporation limits.

ARTICLE 19
DISCRIMINATION, STRIKES OR LOCKOUT

Section 19.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 19.2. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee activity in an official capacity on behalf of the Union.

Section 19.3. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership into the Union.

Section 19.4. Employees may be required to go through picket lines where an emergency requires them to do so to protect the public health, safety, and welfare but only after proper arrangements have been made by the City acting upon the City's request so as to properly protect them from any possible bodily harm.

Section 19.5. NO STRIKES:

A. AFSCME and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Employer's premises. AFSCME, its affiliates and members shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. AFSCME members engaging in a strike as defined herein may be disciplined up to, and including, discharge.

B. AFSCME and its members shall perform their duties in good faith.

ARTICLE 20
PAST PRACTICES

Section 20.1. REFUSE WORKERS-PAST PRACTICES: Refuse workers who have refuse routes assigned, and who by extra effort of the assigned crew complete said route and their assigned duties prior to the assigned eight (8) hour work day, shall be permitted to return to the garage and go home and shall receive payment for the eight (8) hour work day. This agreement is a continuation of a procedure that has been in effect and allowed in the Refuse Department due to the difficulty of the work. It recognizes the employees failing to take their thirty (30) minute break and lunch hour to complete the route and reflects improved service to the residents of the City in early daily collection of their refuse. This section does not prohibit the City from altering routes and determining the number of routes.

Section 20.2. EXTRA CONTRACT AGREEMENTS: The Employer agrees not to enter into any agreement or contract with his employees, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

Section 20.3. All skill trades shall work within their classification as assigned by their supervisors.

Section 20.4. TOTAL INTEGRATION: Both parties thoroughly discussed the wages, hours, terms and conditions of employment which are embodied in this Agreement, explaining the meaning and intent of each Article to one another. This Agreement therefore eliminates prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties. The Employer's obligation to AFSCME over wages, hours, terms, or conditions of employment is limited to the Articles in this Agreement.

ARTICLE 21
SAVINGS CLAUSE

Section 21.1. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal, State, or Local Law or Ordinance, such term or provision shall continue in effect only to the extent permitted by such law, provided that such term or provision or parts of such term or provision cannot be amended to be applicable and valid under said Federal, State, or Local Law or Ordinance. If at any time thereafter such term or provision is no longer in conflict with any of the aforementioned laws, ordinances, or rules or regulations, such term or provision as originally embodied in this Agreement shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable during the life of this Agreement, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. If the parties are unable to agree as to whether or not any term or provision hereof is in contravention of any such law, ordinance, or rules or regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE 22
DISCIPLINE

Section 22.1. The Employer will discipline non-probationary employees only for just cause.

Section 22.2. Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

Section 22.3. Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 22.4. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 22.5. The Employer will administer a system of discipline based on his assessment and similarity of the circumstances. Higher levels of discipline other than warnings and reprimands may be issued instead of a warning.

- A. A warning is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline.
- B. A reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future evaluations of him.
- C. A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay.
- D. A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of his employment obligations up to the exact time the discharge is effective.
- E. The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline.

Section 22.6. An employee will receive copies of all materials placed in his personnel record. Any material in the employee's personnel record which has not been seen or signed by him, or a copy sent to him, will not be used against him. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it.

Section 22.7. Only suspensions and terminations are arbitrable.

Section 22.8. The City will disregard evidence of prior disciplinary action, whether contained in an employee’s personnel record or from any other source, in accordance with the following schedule:

| <u>Discipline</u> | <u>Disregard Date</u> |
|-------------------|-------------------------------|
| Warning | Six (6) months |
| Reprimand | One (1) year |
| Suspension | Two (2) years |
| Demotion | Two (2) years |
| Discharge | Permanent (Never Disregarded) |

The date of previous action will be used as the benchmark for determining the period of time after which the City must disregard any evidence of prior disciplinary action. The Employer will not use, attempt to use, or otherwise rely upon such material after the time specified above, nor will the Employer use, attempt to use or otherwise rely upon any other records that might exist where such regards relate to matters beyond the times specified above.

Section 22.9. AFSCME shall not raise as a defense or for any other purposes the lack of testing for drugs or alcohol because the City has disciplined one of its members for drug or alcohol use or possession on the job.

Section 22.10. PRE-DEPRIVATION HEARING: In the event the Employer should determine that an employee has engaged in conduct that might result in a suspension without pay, a reduction in pay, a demotion, or termination of employment, a pre-deprivation conference shall be scheduled to afford the employee an opportunity to offer his explanation of the alleged conduct, in accordance with the following:

- A. The Employer may suspend the employee(s) involved prior to conducting the Pre-Deprivation Conference with pay if the Employer determines that such suspension is warranted by the circumstances.
- B. The Pre-Deprivation Conference shall be conducted by a neutral individual selected by the Employer, or by an individual who, although in the chain of command, meets the following criteria:
 - 1. He has no personal bias for or against the employee and no personal animosity toward the employee;
 - 2. He has not prejudged the issue or the credibility of any person involved;
 - 3. He has no personal interest in the outcome of the Pre-Deprivation Conference;
 - 4. He is not involved in any investigation of the matter prior to the Pre-Deprivation Conference, or the specification of the charges; and

5. He is capable of conducting the Pre-Deprivation Conference in a manner that will afford the Employer and the employee(s) involved a fair opportunity to present the matter for review prior to the implementation of the proposed discipline.
- C. Not less than thirty-six (36) hours prior to the scheduled starting time of the Pre-Deprivation Conference, the Employer will provide a “Notice of Pre-Disciplinary Conference” to the employee and the Union president, outlining the charges which form the basis for the proposed disciplinary action.
- D. The individual conducting the Pre-Deprivation Conference will conform to the following minimum procedural requirements:
1. He shall determine at the outset of the Pre-Deprivation Hearing whether or not the Employee received a copy of the “Notice of Pre-Disciplinary Conference”;
 2. He will himself, or through the Employer’s designated representative, inform the employee of the general nature of the evidence supporting the charges made against the employee;
 3. He will give the employee and/or the employee’s representative an opportunity to present a statement as to why the employee believes the proposed disciplinary action should not be implemented; and
 4. At the conclusion of the Pre-Deprivation Hearing, or within five (5) calendar days thereafter, he will reduce his findings and decisions to writing and provide a copy of his report to the employee and the Union president.
- E. The City shall not implement the proposed disciplinary action until such time as these minimum requirements have been met, including the issuance of the written report. Neither party shall be construed to have waived any rights as a result of participation in the Pre-Deprivation Conference, but on the contrary all such rights are reserved. In the event the result of the Pre-Deprivation Conference is unfavorable to the Employer, the written report may be offered as evidence by the employee and the Union in any subsequent proceeding challenging the implementation of the disciplinary action, including but not limited to any grievance proceedings, arbitration hearing, or court proceedings. A written decision favorable to the Employer shall not be admissible in any subsequent proceeding unless the employee or the Union contends that the Pre-Deprivation Conference was not conducted in accordance with this section or that the written decision does not favor the City or is otherwise ambiguous or subject to differing interpretations. In no event shall the written decision be construed as binding or conclusive upon either side.

Section 22.11. LIMITED DRUG TESTING: The Employer and the Union hereby adopt for purposes of implementation only the minimum drug testing requirements as mandated by the Urban Mass Transportation Administration (UMTA) of the U.S. Department of Transportation, as enacted in the rule appearing at 49 CFR Part 653, entitled “Control of Drug Use in Mass Transportation Operations”, and also as enacted by the rule appearing at 49 CFR Part 40, entitled “procedure for Transportation Workplace Drug Testing Programs”, setting standards for the collection and testing of

urine specimens, and, in addition, as enacted in the rule appearing at 49 CFR part 29, entitled “The Drug-Free Workplace Act of 1988” requiring the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the Urban Mass Transportation Administration. This includes the adoption of the similar requirements imposed by the United States Department of Commerce, Economic Development Administration (EDA) with respect to the City of Chillicothe Municipal Water Works Department. Provided, however, that any such federal regulation or requirement that is declared to be invalid by a court of competent jurisdiction shall not be implemented.

ARTICLE 23
QUALITY AND SAFETY FIRST COMMITTEE

Section 23.1. A joint City and Union Quality and Safety First Committee shall be established for the purpose of investigating any unsafe working conditions or unsafe equipment not to exceed three (3) representatives from each the City and Union. In the event of capital expense to correct said condition, said recommendations, in writing, shall be submitted to City Council. All other recommendations shall be submitted to the Mayor. The Union and the City shall each name their representatives, not to exceed three, within thirty (30) days of this Agreement and the Union shall call the meetings not to exceed three (3) hours’ duration each by written notice to the City. Recommendations of the Quality and Safety First Committee are advisory only.

Section 23.2. The Union agrees to comply with reasonable safety rules and regulations established by the City. Safety is a prime responsibility of both parties. Where necessary, safety equipment shall be provided by the City. Reasonable rules shall be established to regulate the use of such equipment.

Section 23.3. HAZARDOUS WORK SAFETY PRECAUTIONS: When the department head (or person in charge) determines a hazard exists on a job site, he shall assign a minimum of two (2) people to perform the job.

ARTICLE 24
WORKERS COMPENSATION-INJURY LEAVE

Section 24.1.

- A. The City shall grant an employee unable to work because of a job related disabling condition, as determined by the Bureau of Worker’s Compensation, a leave of absence at his regular rate of pay for up to one hundred twenty (120) days from the date of injury. The City shall pay the amount by which Worker’s Compensation is less than the employee’s regular pay for up to the first 120 calendar days following the injury until a determination has been made by the Bureau of Worker’s Compensation. The City may extend such initial period in its sole discretion. During such leave of absence, the employer will maintain regular payments into all medical and pension plans to insure coverage for the employee and his dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such injury leave.

“Compensable” (approved by the Bureau of Worker’s Compensation) shall mean hospital and medical expenses approved for payment by the Bureau of Worker’s Compensation which shall indicate “job relatedness” is established.

In the event there is a final decision by the Bureau of Worker’s Compensation denying the claim on the basis that "job relatedness" is not established, then any injury leave taken will be charged against the accumulated sick leave of the employee member. If the employee member has no accumulated sick leave, or if the accumulated sick leave is not sufficient to cover the amount of injury leave taken, vacation, personal leave, or comp time may be used to cover the time taken, then any uncovered amount shall be treated as an unpaid leave of absence due to a non-job related injury or illness and the employee member shall be responsible to reimburse the City all amounts received but not covered by accumulated leave.

An employee shall also receive injury leave for Worker’s Compensation hearings and employer or Worker’s Compensation required physicians appointments, subject to the limitations contained herein.

The words “final decision” shall mean that the employee has exhausted all rights of appeal, or has failed to prosecute an appeal, leaving standing an adverse decision.

- B. When an employee is required to take a medical examination by the Employer’s physician pursuant to a disabling condition or a medical surveillance or program and he is not satisfied with the report, or if the report may adversely affect the employee’s employment, the employee may, within thirty (30) calendar days, at his own expense, have a competent physician conduct an independent examination. A copy of the employee’s physician’s report shall be furnished to the Employer. If the two physicians disagree, a third physician can be called in by the employer to make an independent examination, and at the Employer’s expense. The third doctor shall be selected with the recommendations of the two physicians first mentioned and must be a specialist in the field regarding the condition or injury in question. The Employer shall agree to provide the employee and the employee’s physician with copies of the employee’s medical records. Such records shall be furnished at the expense of the Employer. If the third physician disagrees with the Employer’s physician’s original report, any action taken by the Employer based on such report shall be revoked. The employer will make every reasonable effort within its control to give at least three (3) working days notice (excluding holidays) of the scheduled appointment.
- C. Unpaid injury leave beyond the 120 days paid leave may be granted to an employee with prior approval of the Department Head. A medical examination report or other satisfactory written documentation sustaining the cause, nature, and extent of the disabling injury or condition may be required prior to granting such leave.
- D. A Worker’s Compensation form must be filed immediately upon the employee sustaining an injury on the job. In the event Worker’s Compensation makes payment to an employee, the employee must pay to the City such payment for the same period of time he receives injury pay.

E. A physical or mental evaluation administered by a licensed physician and a statement or medical report stating that an employee is physically or psychologically ready to return to work may be required before an employee can return to duty.

Section 24.2. The injured employee shall have the right to have the Union's Workers' Compensation representatives complete or review any reports or applications regarding this injury. Employee shall be permitted reasonable time to discuss the case with the representatives to complete necessary forms or resolve problems arising from the claim.

Section 24.3. Injured employees and their representatives shall be permitted to attend Workers' Compensation hearings with no loss of pay. Time shall not be deducted from Union days or other leave time. City shall pay only for the time to travel to and from the hearing and to attend the actual hearing. The City will not pay travel benefits to attend these hearings.

Section 24.4. Injury leave shall not exceed One Hundred Twenty (120) calendar days per injury, calculated from the stop work date certified by a licensed M.D. or D.O.

ARTICLE 25 **MISCELLANEOUS**

Section 25.1. JOINT STUDY COMMITTEE: A joint study committee consisting of three (3) members representing the City and three (3) members representing the Union may be formed to review job inequities involving wage payments. Either the Union or the City may request the convening of the Joint Study Committee. The parties will schedule the meeting date no later than thirty (30) working days from the date the initial request was made. Said committee shall be empowered to recommend necessary pay adjustments in job classifications wherein inequities are determined to exist.

Section 25.2. PRINTING OF AGREEMENT: The City shall pay for reproducing the contract and shall provide each member a copy of Agreement.

Section 25.3. LABOR-MANAGEMENT COMMITTEE: The City and the Union, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish a labor-management committee.

The purpose of the committee is to discuss, explore, and study problems referred to by the parties to this agreement. This committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.

In order to have a frank and open discussion, the committee shall have no authority to change, delete, or modify any of the terms of the existing City-Union Agreement, nor to settle grievances arising under the City-Union Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

The committee shall be composed of eight (8) members, four (4) representing the Union, serving one (1)-year terms to coincide with election of union officers, and four (4) representing the City. Non-committee members, who wish to present an issue to the committee, may also attend. Requests to attend the meetings must be made at least one week prior to the scheduled meeting.

Chairing the committee shall alternate between a representative appointed by Management and a representative appointed by the Union. The representative appointed as chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continued until the end of the next meeting. The chair shall be responsible for minutes being taken at each meeting.

Meetings shall be held the first (1st) Thursday of each month, unless otherwise agreed upon by both Management and the Union, and they shall be limited to two (2) hours. An agenda and a copy of the previous meeting's minutes shall be submitted one week prior to the meetings to both parties.

ARTICLE 26 **WAIVER OF NEGOTIATIONS**

Section 26.1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.

Section 26.2. Therefore AFSCME and the City, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and agree that they shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even through such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement .

ARTICLE 27 **SUBCONTRACTING**

The City has the right to subcontract. It agrees to bargain over the effects of subcontracting .

ARTICLE 28 **PEOPLE CHECK-OFF**

Section 28.1. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual's written authorization card voluntarily executed by the employee.

Section 28.2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-

CIO, and P.O. BOX 65334, WASHINGTON, D.C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

Section 28.3. An employee shall have the right to revoke such authorization by giving written notice at any time to the Union which in turn shall notify the Employer. The Employer's obligation to make deductions shall terminate automatically upon:

- A. Receipt by the Employer of revocation of authorization, or
- B. Upon termination of employment, or
- C. Transfer to a classification outside the bargaining unit.

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

ARTICLE 29 **BULLETIN BOARDS**

Section 29.1. The City shall grant to the Union the use of designated bulletin boards in each department for the purpose of posting the following Union notices: recreation and social affairs, legislative reports, meetings, appointments, Union election and results. Any other desired matter to be posted shall be submitted to the Mayor, or his/her designated representative, for approval.

ARTICLE 30 **TERMINATION**

Section 30.1. DURATION OF AGREEMENT: The provisions of this Agreement establish certain rights and benefits for AFSCME and the employees, which shall only exist during its effective dates. This Agreement becomes effective September 1, 2011, and shall remain in full force and effect until August 31, 2014.

If during the term of this Agreement the City should decide to re-establish the positions of Crew Leader in the Transit Department or Water Meter Repair in the Utilities Operation, it is understood that the rates of pay for such positions will be re-established in accordance with the rates of pay which would have been applicable to those positions had they not been abolished, together with all other benefits herein.

Section 30.2. Should any change be made in the State law or should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provision would be automatically terminated and the remainder of the Agreement shall remain in full force and effect.

Section 30.3. Any Ordinance of the City of Chillicothe, Ohio which is specifically set out or referred to in this Agreement that is proposed to be changed by Council shall be first discussed by the Mayor with either the President or Secretary of the Union.

Section 30.4. Either party may demand to renegotiate a successor Agreement by submitting a notice to negotiate to the other party One Hundred Twenty (120) days before the current Agreement expires.

Section 30.5. In the event that negotiations come to legal impasse, the parties will proceed with fact finding as addressed in ORC 4117. Should fact finding fail to produce a final settlement, the parties will proceed to conciliation through SERB. The cost of fact finding and conciliation will be split equally.

SIGNATURE PAGE

CITY OF CHILLICOTHE

Jan N. Egan 1-9-12
Date
Ed Beaman 1-8-12
Date
Jannys Bochar Jan. 9, 2012
Date

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

Step M. Roberts Jan 9, 2012
Date

LOCAL 1562, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Robert K. Miller Jan 9, 12
Date
Karen J. Hoffman 1-09-12
Date
Brad Long 1-9-12
Date
Phillip H. Fisher 1-9-12
Date

SIDE LETTERS

MEMORANDUM OF UNDERSTANDING-A

PART-TIME EMPLOYEES

The parties agreed that City of Chillicothe will not work part-time employees more than thirty-nine (39) hours per week.

The City will attempt to limit the number of part-time employees in the Transit Department (currently ten [10]). If an emergency exists, the City shall meet with the Union to explain said emergency and the City has the right to hire additional help to complete said emergency.

No part-time employees will be used to permanently replace any City employees. No inmates will be used to permanently replace any City employees.

MEMORANDUM OF UNDERSTANDING-B

INSURANCE OPT-OUT

MEMORANDUM OF UNDERSTANDING

Between

The City of Chillicothe and

AFSCME Local 1562 and

Ohio Council 8, AFSCME, AFL-CIO

The City and the Union hereby agree as follows:

Effective 4/1/05, members of Local 1562 will be able to discontinue receiving medical benefits through the City, due to the fact that they have insurance coverage through another source.

It is understood that by waiving coverage through the City of Chillicothe, bargaining unit employees and their dependents may not submit claims for reimbursement. This includes, but is not limited to, any claims paid or denied by the other insurance company regardless of the reason.

In order to be eligible for the Buyout, employees and their dependents must currently be enrolled in another health plan. The participating employee and spouse (if any) must sign a waiver and provide verification of coverage under the other plan.

Any employee covered under the Buyout Agreement shall receive a cash bonus every pay period of the year as follows:

| | | |
|-----------------|---------------|-----------------|
| Single Coverage | Dual Coverage | Family Coverage |
| \$35.00 | \$75.00 | \$125.00 |

Participants of the Buyout may return to the City of Chillicothe Employee Benefit Plan for health care coverage during the plan year, only when one of the following events has occurred resulting in the loss of primary plan coverage:

- § Death of person who held the primary coverage
- § Divorce or legal separation
- § Loss of other coverage due to reduction in hours
- § Discontinuation of entire health care benefits by the other plan participant=s employer

Confirmation that one of the qualifying events has occurred is required within 30 days of occurrence.

When one of the above reasons has not occurred, but the employee wishes to return to the City of Chillicothe Employee Benefit Plan, he may do so during the annual enrollment period each year. Pre-existing conditions will be waived.