11-MED-03-0398
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06/11/2014

# AGREEMENT BETWEEN

# CITY OF MADEIRA, OHIO

# AND

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

## JANUARY 1, 2012
## THROUGH
## DECEMBER 31, 2014

## RATIFIED BY CITY COUNCIL
## ORDINANCE NO. 11-25
## JANUARY 1, 2012 to DECEMBER 31, 2014

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## ARTICLE 1
## PREAMBLE

**Section 1.1** This Agreement, entered into by the City of Madeira, hereinafter referred to as the "Employer", and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION", has as its purpose the following:

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

## ARTICLE 2
## UNION RECOGNITION

**Section 2.1** The Employer recognizes the UNION as the sole and exclusive representative for those Employees of the Employer in the bargaining units. Wherever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time Employees employed by the Employer who have completed their initial probationary period in the classification of Service Worker, and those individuals employed by the Employer in the classification of Service Foreman, as certified by the Ohio State Employment Relations Board in case numbers 84-RC-04-0768 and certified on June 14, 1985.

**Section 2.2** All management level Employees, confidential Employees, professional Employees, seasonal and casual Employees, supervisory Employees as defined in the Revised Code and all other Employees of the Employer not classified as Service Worker or Service Foreman are specifically excluded from the bargaining units.

## ARTICLE 3
## UNION SECURITY

**Section 3.1** The Employer agrees to deduct regular Union membership dues and fees for all Employees eligible for the bargaining unit, upon the successful completion of the initial probationary period pursuant to Section 3.2.

**Section 3.2** The Employer agrees to deduct regular Union membership dues, in equal installments each pay period from the pay of any Employee in the bargaining unit, who is a member in good standing upon receipt of a written, voluntarily signed authorization, on a mutually accepted form. The Union shall submit signed authorization cards to the Employer, who shall deduct Union dues from the payroll checks of such Employees for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Employer.

**Section 3.3** For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit Employee's pay, in accordance with this Article, to the individual officer as designated by the Union in writing.

**Section 3.4** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that is will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer pursuant to this

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

**Section 3.5** The Employer shall be relieved from making such individual dues "check-off" deductions upon an Employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

**Section 3.6** The Employer shall not be obligated to make dues deductions from any Employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

## ARTICLE 4
## UNION REPRESENTATION

**Section 4.1** Non-Employee representative(s) of the UNION shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the UNION Representative shall identify himself to the Employer or the Employer's designated representative.

**Section 4.2** The Employer shall recognize two (2) Employees, designated by the UNION to act as UNION representatives for the purposes of representation as outlined under this Agreement.

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

(1) Name
(2) Address
(3) Home telephone number
(4) Immediate supervisor
(5) UNION office held

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

**Section 4.4** The investigation and writing of grievances shall be on non-work time unless otherwise permitted by the supervisor. If grievance hearings are scheduled during an Employee's regular duty hours, the Employee shall not suffer any loss of pay while attending the hearings.

**Section 4.5** Rules governing the activity of UNION representatives are as follows:

(1) The UNION agrees that no official of the UNION, Employee or non-Employee, shall interfere, interrupt, or disrupt the normal work duties of other Employees. The UNION further agrees not to conduct UNION business during working hours except to the extent specifically authorized herein.
(2) The UNION shall not conduct UNION activities in any work area(s) without notifying the City Manager of the nature of the UNION activity. In the absence of the City Manager, UNION representatives must notify his designee.
(3) The UNION Employee official shall cease unauthorized activities immediately upon the request of the City Manager or his designee.

## ARTICLE 5
## NON-DISCRIMINATION

**Section 5.1** The provisions of this Agreement shall be applied equally to all Employees in the bargaining units without discrimination as to age, sex, race, color, religion, handicap, or national origin. The Employer, however, reserves the right to establish bon-a-fide occupational qualifications, which all Employees and prospective Employees must satisfy as a term or condition of employment.

**Section 5.2** The Employer agrees not to interfere with the rights of the Employees to become members of the UNION, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any Employee because of UNION membership or because of any legal Employee activity in an official capacity on behalf of the UNION.

**Section 5.3** The UNION agrees not to interfere with the rights of Employees to not become members of the UNION, and there shall be no disparate treatment, restraint, or coercion by the UNION or its representatives against any Employee exercising the right to abstain from membership in the UNION or involvement in UNION activities.

**Section 5.4** All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

## ARTICLE 6
## MANAGEMENT RIGHTS

**Section 6.1** Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, subcontracting permitted by law, utilization of technology, and organizational structure;
b. Direct, supervise and evaluate the work of Employees;
c. Maintain and improve the efficiency and effectiveness of the Employer's operations;
d. Determine the mission of the Service Department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
e. Determine the size and composition of the work force;
f. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders.
g. Suspend, discipline, reduce, demote or discharge Employees for just cause;
h. Lay off Employees or abolish positions;
i. Hire, schedule, promote, demote, transfer and assign Employees;
j. Recruit, select, and determine the qualifications and characteristics desired in new hires;
k. Schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
l. Determine the locations, size and number of facilities;
m. Determine the quality standards and level of service required;
n. Schedule Employees and establish their hours and days of work;
o. Select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

p. Take necessary action during emergency situations;
q. Establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof;
r. Train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to Commercial Driver's License (CDL) certification and other certifications required by the State of Ohio to perform a particular job;
s. Generally manage the Service Department's business as it deems best;
t. Enforce a Drug and Alcohol Policy permitting discipline, up to and including termination, for any violation thereof, subject to the "just cause" provisions of this Agreement; and

**Section 6.2** The UNION recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

## ARTICLE 7
## GRIEVANCE PROCEDURE

**Section 7.1** The term "grievance" shall mean an allegation by a bargaining unit Employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal, State, and/or City laws and/or by the United States or Ohio Constitutions.

**Section 7.2** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Grievances involving disciplinary matters (other than oral or written warnings or reprimands), shall be initiated at Step 2 of this procedure. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

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

**Section 7.3** It is the mutual desire of the Employer and the UNION to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of the work schedules. Every reasonable effort shall be made by both the Employer and UNION to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

**Step 1.** There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the Employee and his immediate supervisor. Grievances must be submitted to the supervisor within six (6) days after the grievant knows or should have known of the incident giving rise to the grievance, but in no case later than thirty (30) calendar days following the date of such incident. The supervisor must provide the Employee with a response within three (3) work days of being presented with the grievance. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure as provided for in Step 2.

**Step 2.** The grievant, with an appropriate Union representative, if the former desires, must identify the alleged grievance in writing to the City Manager within three (3) work days of the Step 1 response. The City Manager shall schedule a meeting within six (6) work days after

receipt of the grievance, with the grievant and his representative. The City Manager shall investigate and respond in writing to the grievant and/or Union representative within six (6) work days following the meeting.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of final answer on such grievance under Step 2 in the grievance procedure, the Union shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outline below. During this thirty (30) day period, the Employer will notify the Union of any question of arbitrability. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

a. After a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall meet and attempt to agree on an Arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall alternately strike names on the list until one (1) name remains. (Either party may once reject the remaining name and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

   The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specified Articles in this Agreement. He may not modify or amend this Agreement.

b. In the event that a question of arbitrability has been raised, the first question to be placed before the arbitrator may be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on the merits before the same arbitrator.

c. The decision of the arbitrator shall be final and binding on the Employee (s), the UNION, and the Employer. The Arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusions of testimony and argument.

d. The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room shall be borne by the Employer and the Union.

   The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

   Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours of the day of the hearing.

**Section 7.4** When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

**Section 7.5** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

a. Aggrieved Employee's name and signature
b. Aggrieved Employee's classification
c. Date grievance was filed in writing
d. Date and time grievance occurred
e. Where grievance occurred
f. Description of incident giving rise to the grievance
g Articles and Sections of Agreement violated
h. Desired remedy to resolve grievance

**Section 7.6** A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided the grievance is identified as such.

## ARTICLE 8
## DISCIPLINE

**Section 8.1** The tenure of every bargaining unit Employee of the Madeira Service Department shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. The Employer may take this type of action for incidents which occur while the Employee is on duty, or off duty representing himself as an Employee of the City of Madeira. The Employee may not be disciplined for actions on his own personal time that do not reflect directly on the Employer or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

a. Verbal warning
b. Written warning
c. Suspension without pay
d. Reduction in classification
e. Discharge from employment

**Section 8.2** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

**Section 8.3** Except in extreme instances wherein the Employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.

**Section 8.4** Anytime the Employer or any of his representatives has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

**Section 8.5** Whenever the Employer or his designee determines that an Employee may be disciplined for cause (including only suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged conduct. Not less than twenty-four (24) hours prior to the scheduled conference, the Employer shall give the Employee a written list of the charges and the particulars.

**Section 8.6** The Employee may be represented by any person he or she chooses. The Employee shall provide a list of Employee witnesses to the Employer as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the Employee's responsibility to notify witnesses that their attendance is desired.

Employee witnesses attending a pre-disciplinary conference during their regularly scheduled work hours shall not suffer any loss of pay for time spent in the conference.

**Section 8.7** The Employee or his or her representative will be permitted to confront and cross examine witnesses. A written report will be prepared concluding as to whether or not the alleged conduct occurred. A copy of the report will be provided to the Employee within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate. The Employer will notify the Employee within fifteen (15) calendar days following the issuance of the report, of his decision to impose discipline or dismiss the charges.

## ARTICLE 9
## PERSONNEL FILES

**Section 9.1** Each Employee may inspect his personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments requested in writing to the Employer. Such requests shall not be unreasonably denied. Appointments shall be during the regular scheduled work hours of the clerical staff of the Employer. An Employee shall be entitled to have a representative of his choice accompany him during such review.

**Section 9.2** If an unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement or rebuttal or explanation in his file. No anonymous material of any type shall be included in the Employee's personnel file.

**Section 9.3** Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the Employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance and shall, upon the request of the Employee, be removed from the personnel file provided no intervening discipline has occurred. Both (or all) disciplinary actions will remain in force until the latter (or latest) disciplinary action loses force and effect. Records which have been approved for removal shall be maintained in a separate file, solely for the purpose of avoiding violations of laws related to the destruction of public records.

**Section 9.4** The following items shall be considered public information available upon request to the Employer, from an Employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the

personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless required by law, by court order, subpoena, or written permission of the Employee.

## ARTICLE 10
## LABOR/MANAGEMENT MEETINGS

**Section 10.1** In the interest of sound labor/management relations, unless mutually agreed otherwise, once annually on a mutually agreeable day and time, the Employer or his designee shall meet with not more than two (2) representatives of the UNION to discuss pending problems and to promote a more harmonious labor/management relationship. UNION representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for time spent in such meetings.

**Section 10.2** The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those UNION representatives who will be attending. The purpose of such meeting shall be to:

a. Discuss the administration of this Agreement.
b. Notify the UNION of changes made by the Employer which affect bargaining unit members of the UNION.
c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
d. Disseminate general information of interest to the parties.
e. Discuss ways to increase productivity and improve efficiency.
f. Consider and discuss health and safety matters relating to Employees.
g. Provide an opportunity to the UNION to share the views of its membership and/or make suggestions on subjects of interest to its members.

**Section 10.3** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## ARTICLE 11
## PROBATIONARY PERIODS

**Section 11.1** Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of six (6) months. A newly hired probationary Employee may be terminated any time during his probationary period and shall have no right to appeal.

**Section 11.2** Any Employee promoted within the bargaining unit shall be required to successfully complete a probationary period of three (3) months. An Employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

## ARTICLE 12
## SENIORITY

**Section 12.1** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, unless the Employee is reinstated, the Employee loses all previously accumulated seniority.

**Section 12.2** An approved leave of absence does not constitute a break in continuous service provided the Employee follows the proper procedure for such leave and returns to active service within three (3) days of the expiration of the approved leave.

**Section 12.3** Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

## ARTICLE 13
## LAYOFF AND RECALL

**Section 13.1** When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected Employees seven (7) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

**Section 13.2** Layoffs in the bargaining unit shall be in inverse order of seniority, with the least senior Employee being laid off first.

**Section 13.3** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

**Section 13.4** Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee.

**Section 13.5** The recalled Employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 13.6** For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service in the Service Department.

## ARTICLE 14
## HOURS OF WORK AND OVERTIME

**Section 14.1** The standard work period for all bargaining unit Employees shall consist of forty (40) hours within a seven (7) day work period.

**Section 14.2** Employees required to work in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all such excess time. In addition, Employees who work on Sundays shall receive two (2) times their regular hourly

rate of pay should those hours be in excess of the regular forty (40) hour work week. Time worked for purposes of this section shall include all time for which the Employee receives compensation.

**Section 14.3** The Employer reserves the right to require any and/or all Employees to work overtime when the operational needs of the department require it.

a. Employees may elect, with the approval of the Employer, to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an Employee, but only to a maximum of one hundred twenty (120) hours at any given time. In the event an Employee accumulates one hundred twenty (120) hours of compensatory time, then any future overtime hours must be compensated with overtime pay. When an Employee desires to use compensatory time off that he/she has accumulated, it shall be scheduled and granted, with the mutual consent of the Employee and Employer. The Employee may elect to be paid for any accrued compensatory time, in an amount not to exceed one hundred twenty (120) hours, ***as per Section 14.3 (b) below.***

b. The Employee, at this option, on February 1st, May 1st, August 1st and December 1st of each calendar year, may elect to be paid for any or all accumulated but unused compensatory time at the rate of one (1) hour of pay at their normal hourly rate for each one (1) hour of accumulated but unused compensatory time hour.

**Section 14.4** The Employer will notify Employees of the following planned special events that require the use of overtime at least five (5) workdays in advance of such events:

1. Annual Street Dance
2. Madeira Art Fair
3. Fourth of July Parade
4. Memorial Day Parade
5. Classic Car Show
6. Annual Holiday Walk

## ARTICLE 15
## WAGES AND COMPENSATION

**Section 15.1** Effective January 1, 2012 (2%) the rate of pay for bargaining unit members shall be as follows:

**SERVICE WORKER:**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| | | | | |
| Annual | $35,900.80 | $38,792.00 | $42,681.60 | $44,657.60 |
| Hourly Rate | $17.26 | $18.65 | $20.52 | $21.47 |

**SERVICE FOREMAN:**

| | |
|---|---|
| Annual | $46,737.60 |
| Hourly Rate | $22.47 |

Effective January 1, 2013 (2%) the rate of pay for bargaining unit members shall be as follows:

**SERVICE WORKER:**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| | | | | |
| Annual | $36,628.80 | $39,561.60 | $43.534.40 | $45,552.00 |
| Hourly Rate | $17.61 | $19.02 | $20.93 | $21.90 |

**SERVICE FOREMAN:**

| | |
|---|---|
| Annual | $47,673.60 |
| Hourly Rate | $22.92 |

Effective January 1, 2014 (1%) the rate of pay for bargaining unit members shall be as follows:

**SERVICE WORKER:**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| | | | | |
| Annual | $37,003.20 | $39,956.80 | $44,408.00 | $46,009.60 |
| Hourly Rate | $17.79 | $19.21 | $21.35 | $22.12 |

**SERVICE FOREMAN:**

| | |
|---|---|
| Annual | $48,152.00 |
| Hourly Rate | $23.15 |

**Section 15.2** In the event of a temporary absence of the foreman, the Employee fulfilling the duties of the foreman shall be paid their present hourly rate plus $.35/hour for that period of time that they are fulfilling the duties and responsibilities of the foreman's position.

**Section 15.3** Effective at the beginning of the pay period in which their anniversary date of employment falls each Employee shall be advanced to the next step in the range for their classification until reaching the last step in the pay range. Newly hired personnel shall begin at Step 1 unless, in the opinion of the City Manager, the Employee has such experience and knowledge of his job that it would be in the Employer's interest to start him at a higher step.

**Section 15.4** Beginning January 1, 2001, Employees with five (5) or more years of continuous service shall receive longevity pay according to the following schedule:

a. Employees who have completed five (5) years of service shall receive a payment of five hundred fifty dollars ($550.00).
b. Employees with more than five (5) years of service, but less than ten (10) years completed service, shall receive twenty-five dollars ($25.00) for each year of service in excess of five (5) years, in addition to five hundred fifty ($550.00) base.
c. Employees with ten (10) years of service, bu less than fifteen (15) years of completed service, shall receive a base longevity pay of six hundred fifty dollars ($650.00) plus an additional twenty-five dollars ($25.00) for each year of service in excess of five (5) years, in addition to the six hundred fifty dollars ($650.00) base.
d. Employees with fifteen (15) years of completed service shall receive a base longevity pay of seven hundred fifty dollars ($750.00) plus an additional twenty-five dollars ($25.00) for each year of service in excess of five (5) years.

Longevity payments shall be made in a lump sum amount on the first pay period following the Employee's anniversary date of hire.

## ARTICLE 16
## REPORT IN AND CALL-OUT TIME

**Section 16.1** An Employee who reports for work in accordance with instructions by the Employer and has not been advised by the Employer to not report, shall be guaranteed at least two (2) hours pay at the applicable rate of pay.

**Section 16.2** If in a call-out situation, an Employee is called in to work by the Employer to report for work outside of his normal work schedule, and such call-out does not abut his normal work schedule, he shall be guaranteed at least two (2) hours pay at the applicable rate of pay.

## ARTICLE 17
## INSURANCES

**Section 17.1** The Employer shall make available to all bargaining unit Employees a comprehensive major medical/hospitalization health care insurance plan, substantially equivalent to the plan in effect as of the date of this Agreement, including a ten dollar ($10.00) deductible prescription drug card. The Employer shall pay eighty percent (80%) of the actual cost of premiums on such insurance in excess of two-hundred dollars ($200.00) for the single or family plan coverage, and the Employee shall pay twenty percent (20%) of such premiums over two hundred dollars ($200.00).

**Section 17.2** The Employer shall for the life of this Agreement, make available to all bargaining unit Employees a group dental plan substantially equivalent to the plan in effect as of the effective date of this Agreement. The Employer shall pay up to thirty-five dollars and seven cents ($35.07) toward the single or family plan premium for those Employees electing to accept such coverage, with the balance of the premium costs to be paid by the Employee.

**Section 17.3** Effective January 1, 1997 the Employer agrees to supply to the bargaining unit Employees Term Life and Hearing Aid insurance.

The Employer and the Union recognize that it is not possible to project the cost of this insurance in the years 1998-1999. For reference purposes only, at this time, the monthly cost of insurance offered by Ohio AFSCME Care Plan is:

| | |
|---|---|
| Term Life Insurance ($16,000) | $7.50 |
| Hearing Aid Insurance | $ .50 |

**Section 17.4** **Indemnification.** Subject to the provisions, definitions, exceptions and exclusions set forth in the Ohio Political Subdivision Tort Liability Act R.C. §2744.01 et seq. ("Act"), Employer shall provide for the defense of an Employee, in any state or federal court, in any civil action or proceeding which contains an allegation for damages for injury, death, or loss to person or property caused by an act or omission of the Employee in connection with a governmental or proprietary function. The Employer shall defend the Employee if the act or omission occurred while the Employee was acting both in good faith and not manifestly outside the scope of employment or official responsibilities. The duty to provide for the defense of an Employee does not apply in a civil action or proceeding that is commenced by or on behalf of a political subdivision.

Subject to the provisions, definitions, exceptions and exclusions set forth in the Act, Employer shall indemnify and hold harmless an Employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the Employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to person or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the Employee was acting in good faith and within the scope of employment or official responsibilities. Employer shall have sole control of the defense, and of all negotiations for settlement, of such claim or suit. Employer may enter into a consent judgment or settlement and may secure releases from liability for itself or an Employee, with respect to any claim for injury, death, or loss to person or property caused by an act or omission in connection with a governmental or proprietary function.

Employee agrees to cooperate with and assist Employer in the defense or settlement of any claim or suit against which Employee may be defended or indemnified hereunder. Employer shall not be liable for any costs or expenses incurred without its prior written authorization. After receipt by Employee of a threat of any claim or suit, or a notice of the commencement of filing of any claim or suit, against which Employee may be indemnified hereunder, Employee shall promptly give written notice thereof to Employer.

The foregoing duty to defend and indemnification provisions state the entire liability and obligation of Employer with respect to the subject matter contemplated herein.

**Section 17.5** In the event an Employee is fatally injured while in the performance of his job duties, and, where no negligence on the part of the Employee is found, the Employer agrees to continue applicable insurance coverage for all named dependents at the time of the fatal event until such point whereas the survivor benefits provided by the Ohio PERS begin.

## ARTICLE 18
## HOLIDAYS

**Section 18.1** Bargaining unit Employees shall be entitled to the following paid holidays:

| | | |
|---|---|---|
| * | New Year's Day | (1st day of January) |
| | President's Day | (3rd Monday of February) |
| | Good Friday | (Friday before Easter) |
| | Memorial Day | (Last Monday in May) |
| | Independence Day | (4th day of July) |
| | Labor Day | (1st Monday in September) |
| * | Thanksgiving Day | (4th Thursday in November) |
| * | Day after Thanksgiving | (4th Friday of November) |
| | Employee's Birthday | (actual date or per Section 18.3) |
| * | Christmas Eve | (24th day of December) |
| * | Christmas Day | (25th day of December) |

(* Family Holidays)

**Section 18.2** The holidays listed in Section 18.1 of this Article are eight (8) hours in length. Employees required to work on a holiday shall be paid one (1) hour of pay for each holiday hour, plus one and one half (1-1/2) times his normal hourly rate of pay for all holiday hours actually worked during the twenty-four (24) hour period of the listed holiday. An Employee who works a

family holiday shall be paid two and one half (2 ½) times his/her normal hourly rate of pay for all family holiday hours.

**Section 18.3** An Employee may take his birthday holiday on the actual date of occurrence or, with approval of the Employer, on any other date mutually agreed within one (1) year following the birthday. The birthday holiday must be taken as a day off, and is not considered a premium pay holiday.

## ARTICLE 19
## VACATION

**Section 19.1** Bargaining unit Employees shall earn vacation leave with pay according to the following schedule:

(a) Less than one year continuous service: none
(b) Upon completion of one year of continuous service, an Employee shall be credited with eighty (80) hours vacation leave. Thereafter, and through the seventh (7th) year of service, the Employee shall earn and be credited with six and two-third (6-2/3) hours of vacation leave for each subsequent month of service.
(c) At the beginning of the eighth (8th) year of continuous service and through the fourteenth (14th) year of service, an Employee shall earn and be credited with ten (10) hours of vacation leave for each subsequent month of service.
(d) At the beginning of the fifteenth (15th) year of continuous service the Employee shall earn and be credited with thirteen and one-third (13-1/3) hours of vacation leave for each subsequent month of service.
(e) At the beginning of the 20th year of continuous service Employee shall be credited with 16.66 hours of vacation leave for each subsequent month of service.

**Section 19.2** Vacations are scheduled and approved in accordance with the workload requirements of the Employer. Vacation requests for one (1) full work week or more shall take precedence and receive approval over requests for vacation periods of less than one (1) full week. Generally, vacation leave shall be taken by an Employee between the end of the year in which it was accrued and the next anniversary date of employment. Employees may carry over up to *two and* one half (*2½*) *times* of their annual accrual each succeeding year, upon receiving prior approval from the Employer. However, upon separation or retirement (as defined in Section 20.3), the Employee shall not be paid for more two and one half (2 ½) times their current vacation leave.

**Section 19.3** Employees are entitled at the time of separation from employment to full pay for any earned but unused vacation leave and shall be at the rate of pay at which the vacation leave was earned.

## ARTICLE 20
## SICK LEAVE/FUNERAL LEAVE

**Section 20.1** Sick leave shall be earned and credited at the rate of ten (10) hours for each month in active pay status, including paid vacations, sick leave and injury leave, but not during a leave of absence without pay, layoff, disciplinary suspension, or while in overtime status. Unused sick leave shall accumulate to a limit of two thousand eighty (2,080) hours.

**Section 20.2**

A. Notification by Employee
When an Employee is unable to report to work, he shall notify his immediate supervisor or other designated person as soon as possible prior to his scheduled starting time on each day of absence, unless other arrangements are made with the Employee's supervisor.

B. Evidence Required for Sick Leave Usage
Upon return to work an Employee shall complete an application for sick leave pay benefits. The Employer may, when an Employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the Employee to furnish a certificate from a physician, dentist, or other medical practitioner. Falsification of either a written signed statement or the statement of the practitioner shall be grounds for disciplinary action including dismissal.

C. Uses of Sick Leave
Sick leave may be granted to an Employee upon approval of the Employer for the following reasons:

(1) Illness or injury of the Employee or a member of his immediate family, wherein the Employee's presence is required.

(a) It is the Employee's responsibility to assure that he will be covered by Workers Compensation coverage when he is employed outside the Service Department. The Employer retains the right to approve outside employment and to ascertain that the outside Employer will cover the Employee under such coverage. If an injury or illness occurs that is subject to compensation under the Workers Compensation coverage of another Employer, the Employee must assign the cash compensation benefits to the City of Madeira. If an Employee has earned sick leave in accordance with this article, he or she may use such sick leave for a valid illness or injury regardless of origin.

(2) Death of a member of his immediate family (sick leave usage limited to time actually required, to attend funeral, make necessary funeral arrangements, and to take care of related matters). Proof of death and relationship to the deceased may be requested by the Employer. Maximum usage of sick leave is limited to five (5) days for the death of a member of the immediate family. Employees may be granted permission to use up to one (1) day of accrued sick leave to attend the funeral of members of their extended family. Vacation leave may be used at any time, with the approval of the Employer, if additional time is necessary.

(3) Medical, dental or optical examination or treatment of Employee or a member of his immediate family, which requires the presence of the Employee, and which cannot be scheduled during non-working hours.

(4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the Employee or who, through exposure to a contagious disease, the presence of the Employee at his job would jeopardize the health of others.

(5) Pregnancy and/or childbirth and other conditions related thereto.

D. Employees shall be permitted to donate up to 10% of their accumulated sick leave, not to exceed 120 hours per occurrence, for another Employee who has been determined to be eligible under the provision of a catastrophic illness or injury.

E. Sick leave usage shall be charged in minimum units of one (1) hour for any hour or fraction of an hour taken by an Employee.

F. For the purpose of this Article, the definition of immediate family shall be mother, father, step-parents, brother, sister, half brothers and sisters, children and step children, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent (loco parentis), or other relative residing in the same household as the Employee. Extended family is defined as aunts, uncles, first cousins, grandparents-in-law, brother-in-law, sister-in-law, nieces and cousins.

**Section 20.3** An Employee with more than ten (10) years of service with the Employer who retires from active service, or an Employee who takes a disability retirement after five (5) years of service, shall be paid for forty percent (40%) of the value of their accrued but unused sick leave, up to a maximum payment of eighty-five (85) days. Payment shall be made at the Employee's current rate of pay. However, none of the sick days an Employee brings with him, as a result of employment with another governmental body, will be converted to a cash payment as described above. For the purposes of this section, "retirement" or "retires" shall mean the Employee has attained either the minimum service (thirty years) or age requirement as per the applicable criteria set forth by the Ohio Public Employee Retirement System to meet the eligibility for receiving retirement benefits. This does not include any "age commuted" or" service commuted" retirement provisions.

**Section 20.4** An Employee who is laid off shall, upon reinstatement, have placed to his credit all accumulated and unused sick leave existing at the time of his layoff.

**Section 20.5** Permanent full-time Employees shall be allowed to earn personal days for good attendance. An Employee who does not use sick leave in any three (3) month period, will be granted eight (8) hours extra time off for each three (3) month period, not to exceed thirty two (32) hours or four (4) personal days per calendar year. Each three month period begins with the first (1st) day of the month and ends with the last day of the third (3rd) month. Sick leave used to attend a funeral, as permitted under this Article, shall not be counted as a sick leave absence toward earning a personal day.

Each earned personal day must be used within twelve (12) months from the date earned and may be taken at any time, after earning such day, with reasonable notice in writing (use Request for Time-Off Form) and approval of the Employee's department head. Any earned personal days, not used within twelve (12) months from the date earned, will not be carried over and will be considered, for all intents and purposes, used by the Employee. *All hours earned must be used or cashed out within twelve (12) months from the date earned.*

## ARTICLE 21
## LEAVES OF ABSENCE (PAID AND UNPAID)

**Section 21.1** An Employee who has been called for jury duty will be granted leave with pay. Any jury fees paid to the Employee shall be remitted to the Employer. An Employee who is released from jury duty in time to report to work and still works one-half (½) of his normal work shift, must report to work as soon as practical after the completion of his jury duty obligation. Jury duty pay shall not include time spent by an Employee as a witness, defendant, plaintiff, or observer of any court case.

**Section 21.2** An Employee absent due to a continuing illness or disability who has exhausted all paid leave time shall be granted, upon request, an unpaid disability leave of absence for the duration of the disability, not to exceed six (6) months. At the conclusion of the authorized disability leave, if the Employee cannot return to work, the Employee shall be given a disability separation.

**Section 21.3** All Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and the difference between their regular rate of pay and their military base rate of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in a calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in this section will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist authorities. Such leave will be without pay if it exceeds the authorized military leave for the year. The leave will cover the official period of the emergency.

## ARTICLE 22
## HEALTH AND SAFETY

**Section 22.1** It is agreed that the health and safety of the workplace must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its Employees.

**Section 22.2** Bargaining unit Employees are responsible for maintaining tools and work areas, and operating equipment in a safe and proper manner, and for following all safety rules and safe working methods prescribed by the Employer. Violations of prescribed safe working methods and/or safety rules may subject an Employee to disciplinary actions.

**Section 22.3** The Employer shall provide all proper safety equipment (i.e. fire extinguishers, flares, flags, vests, hard hats, first aid kits, etc.). Any unauthorized removal of safety equipment may result in disciplinary action, and shall result in the Employee responsible for the loss replacing said equipment at his expense.

## ARTICLE 23
## UNIFORMS

**Section 23.1** The Employer shall supply at no cost to the Employees all equipment and uniforms required by the Employer, excluding socks and underwear, in quantities specified by the Employer. The Employer shall supply at no cost to the Employees two (2) hooded sweatshirts. The Employer will provide an allowance of two hundred and fifty dollars ($250.00) per year for the purchase of approved safety shoes for each Employee. This allowance shall be made on a reimbursement basis whereby the Employee submits to the City Manager a receipt for the purchase of the shoes and is reimbursed by the City for the cost up to two hundred and fifty dollars ($250.00) per year.

**Section 23.2** The Employer shall provide and pay for all necessary cleaning of uniforms.

**Section 23.3** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an Employee, be returned to the Employer prior to the issuance of any final compensation to the Employee. Any issued item which is lost by an Employee, or is damaged beyond use due to negligence on the part of the Employee, shall either be replaced or paid for at current market value, at the expense of the Employee, prior to the issuance of any final compensation to the Employee.

**Section 23.4** Employees shall wear and use all uniforms and equipment provided to them. Failure to do so may result in disciplinary action.

## ARTICLE 24
## SEVERANCE PAY

**Section 24.1** An Employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, any earned but unused vacation leave, and a pro rata share of his longevity entitlement. An Employee who retires shall be entitled to sick leave conversion subject to the terms of this Agreement.

**Section 24.2** In the event of death of an Employee, any severance pay to which the Employee would have been entitled shall be paid directly to the designated beneficiary, or to the Employee's estate, if no beneficiary is named.

## ARTICLE 25
## PERS PICK-UP

**Section 25.1** The Employer agrees to pick-up contributions to the Public Employee's Retirement System paid on behalf of the Employees in the bargaining unit utilizing the salary reduction method. (This section will no longer be in effect beginning January 1, 2008).

**Section 25.2** Beginning January 1, 2006, the City will contribute 3.5% of the 9.0% required Employee PERS contribution and continuing thereafter. Beginning January 1, 2007, the City will contribute 7.0% of the 9.5% required Employee PERS contribution and continuing thereafter. Beginning January 1, 2008, the City will contribute 10% of the 10% required Employee PERS contribution and continuing thereafter.

## ARTICLE 26
## NO STRIKE/NO LOCKOUT

**Section 26.1** The union shall not authorize or engage in any strike, sick call, work stoppage, slowdown, sympathy strike, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

**Section 26.2** The Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees.

## ARTICLE 27
## SEVERABILITY

**Section 27.1** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 27.2** The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

## ARTICLE 28
## WAIVER IN CASE OF EMERGENCY

**Section 28.1** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Madeira City Council or City Manager, the Hamilton County Sheriff, the Federal or State Legislature, where such as acts of God effect the safety and health of the citizens of the City of Madeira, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for processing of grievances.
B. All work rules and/or agreements and practices relating to the assignment of all Employees.

**Section 28.2** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

## ARTICLE 29
## COMMERCIAL DRIVER'S LICENSE

**Section 29.1** Should the City acquire any equipment which requires a CDL to operate, the City shall provide, at the City's expense, training to those Employees that are required by the Employer to operate such equipment. Employees who are employed as of 1-1-91 shall be protected in the following manner:

1. In the event an Employee is unable to pass the commercial drivers exam, the Employer will make a good faith effort to place the Employee in another position. If that position is at a pay level less than the Employee is presently making, the Employee's salary shall be frozen until such time as the Employee's new pay schedule catches up to the frozen salary.
2. They will be granted time off with pay to take the knowledge and driving test. All license and testing fees will be paid by the Employer.

## ARTICLE 30
## DURATION

**Section 30.1**

A. This Agreement shall be effective January 1, 2012, and shall remain in full force and effect until 11:59 p.m., December 31, 2014.
B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set

forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the UNION and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and UNION, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

In Witness Whereof, the parties have hereunto signed by their authorized representative this 26th day of October 2011.

FOR THE CITY OF MADEIRA: FOR AFSCME, OHIO COUNCIL 8:

Thomas W. Moeller
City Manager

Walter Edwards
Chief Negotiator

Negotiation Team Member:

Duane Clemons

Negotiation Team Member:

Thomas Lack

APPROVED AS TO FORM:

Robert P. Malloy
Madeira Law Director

Accepted and adopted by the Madeira City Council on October 24, 2011, Ordinance Number 11-25.