



2012 - 2014 Final CBA Between City of Zanesville and AFSCME Local #1573, Council 8

06-13-12

11-MED-06-0934

1802-04

K28764

## AGREEMENT BETWEEN

LOCAL #1573, COUNCIL #8, AMERICAN  
FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, AFL-CIO

AND

THE CITY OF ZANESVILLE, OHIO

Effective January 1, 2012 through December 31, 2014

Case No. 2011-MED-06-0934

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AGREEMENT

BETWEEN

LOCAL #1573, COUNCIL #8, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND

THE CITY OF ZANESVILLE, OHIO

PREAMBLE

Pursuant to the provisions of Ordinance 69-5 (revised) effective January 27, 1969, enacted by the Council of the City of Zanesville, Ohio. This agreement entered into at Zanesville, Ohio, and effective this first day of January 2012, between the City of Zanesville, Ohio, hereinafter referred to as the "City" and Local #1573, Council #8, American Federation of State, County and Municipal Employees, AFL-CIO, herein after referred to as A.F.S.C.M.E. on behalf of its members employed by the City of Zanesville, Ohio.

Both the City and A.F.S.C.M.E. agree that the future welfare of both parties is dependent upon the efficient and economical rendering of the various municipal services. It is the intent of this Agreement to promote harmonious relations and cooperation between the City and its employees so as to maintain uninterrupted operations in the municipal activities, and to achieve the highest level of maximum efficiency respecting all operations of City government and to engage in honorable commitments to enhance the vital concerns of good management and employee relations.

It is the objective of the parties that the obligation of the City for successful provisions of public services and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

Further, it is the intent of the parties hereto to set forth herein their Agreement with respect to rates of pay, hours of work and conditions of employment to be observed by the City, A.F.S.C.M.E. and the employees covered by this Agreement, to provide procedures for equitable adjustment of grievances and to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the work of the City during the life of this Agreement.

ARTICLE 1  
RECOGNITION

SECTION 1.1                      Exclusive Bargaining Agent

(A) A.F.S.C.M.E. is hereby recognized by the City as the sole and exclusive bargaining agent for permanent City employees occupying positions listed in Appendix II. It is understood that this agreement shall not apply to temporary, part time, seasonal and emergency employees occupying the positions listed in Appendix II.

(B) Having thus qualified according to the terms of Ordinance 695 (revised) passed January 27, 1969, A.F.S.C.M.E. is hereby recognized by the City as the exclusive bargaining agent for permanent City employees occupying positions listed in Appendix II. It is understood that this Agreement shall not apply to temporary, part time, seasonal, and emergency employees occupying the positions listed in Appendix II.

SECTION 1.2                      Rights of Individuals

Pursuant to Ordinance 695 (revised) it is understood that this Agreement shall not in any way abridge the right of individual employees to seek their own redress of grievances, or to refrain from affiliation with A.F.S.C.M.E. A.F.S.C.M.E. shall be entitled to be notified of any grievances settled within the bargaining unit. If employee desires to seek his/her own redress without union representation, that employee must sign a waiver form holding union harmless from liability. Said waiver form shall be placed in employee personnel file and a copy shall be sent to the union president.

SECTION 1.3                      No Discrimination or Coercion Based on Affiliation

(A) Both parties agree that they will not discriminate between union and nonunion employees in fulfilling their responsibilities under this Agreement. A.F.S.C.M.E. further agrees that neither it, nor any of its officers or members will intimidate or coerce employees into membership in A.F.S.C.M.E., or for any other reasons.

(B) A.F.S.C.M.E. shall accept and make available the right to join A.F.S.C.M.E. and also provide representation, if requested, to all employees covered by this Agreement on a non discriminatory basis.

SECTION 1.4                      No Discrimination

A.F.S.C.M.E. expressly agrees that membership is at the option of the employee and that it will not discriminate between members and nonmembers.

SECTION 1.5                      Recognition Clause Applies to Employees

This recognition clause shall be construed to apply to employees and not to work. It shall not limit the City's right to contract out work or to transfer work to other employees not included within the above described bargaining unit when the nature or amount of work changes; it shall not be construed to mean that any employee or classification of employees has an exclusive right

to any work. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by A.F.S.C.M.E. against the City.

SECTION 1.6                      New Positions

When new job classifications are established during the duration of this contract, the Mayor and Union shall meet to determine whether said positions are part of the bargaining unit as defined in this agreement. In the event the Mayor and A.F.S.C.M.E. should disagree, the dispute shall be settled by Arbitration. The City and Union together will review the job classifications.

SECTION 1.7                      New Employee Orientations

One union official shall be permitted up to fifteen (15) minutes to make presentations to new hires during regular business hours, to be scheduled with the division superintendent.

ARTICLE 2  
A.F.S.C.M.E. DUES

SECTION 2.1                      Dues Check-off Authorization

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to Local #1573 Treasurer. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked off monies shall be remitted.

The payroll deduction shall be made, by the Employer. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within 15 days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: (1) for employees for which deductions were made including Fair Share Fee, the name, address, and social security number of the employee, and amount deducted; and (2) the name of each employee whose name has been dropped from the prior check-off list and the reasons for the omission.

SECTION 2.2                      Dues Check-off Deduction

The City shall deduct from the wages earned during each biweekly pay period the regular current monthly A.F.S.C.M.E. membership dues, for each employee for whom A.F.S.C.M.E. furnishes the City a current signed written authorization. The City shall not be obligated to deduct initiation fees, assessments, fines, or previously accrued dues.

SECTION 2.3                      A.F.S.C.M.E. to Invoice the City Auditor

A.F.S.C.M.E. will provide the City Auditor with a list of names showing the proper amounts to be deducted, for each person. Such list shall be arranged alphabetically and shall be certified to the City Auditor in writing over the signature of the Treasurer of Local #1573.

In the event there is a change in such list, the revised list shall be received by the City Auditor on or before the Friday preceding the last day of the pay period, if membership dues are to be deducted.

SECTION 2.4            Change of Dues Monies

The amounts withheld shall be remitted by check along with a list of names setting forth the amount of dues deducted from each member to the Treasurer of A.F.S.C.M.E. Local #1573.

SECTION 2.5            Change in Amount of A.F.S.C.M.E. Dues

Changes in the A.F.S.C.M.E. membership dues rate will be certified to the City Auditor at least 30 days in advance of the effective date of such change. The City shall have the right to inform its employees of changes in the membership dues rate.

SECTION 2.6            Refunds

A.F.S.C.M.E. agrees to refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

SECTION 2.7            Fair Share Fee

All employees in the bargaining unit who, one hundred and twenty (120) days from date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

Once each year, A.F.S.C.M.E. shall provide evidence to the City that it has complied with federal and state laws as it applies to the deduction of fair share fees.

SECTION 2.8            Preference Over A.F.S.C.M.E. Dues

It is understood and agreed that deductions for Withholding Tax, P.E.R.S., and Court Assignments shall have preference over the aforesaid A.F.S.C.M.E. dues.

SECTION 2.9            Indemnity Clause

In consideration of the City's deducting dues under the foregoing arrangement, A.F.S.C.M.E. agrees that it shall indemnify and save the City harmless against any and all claims, demands, civil suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the City for the purposes of complying with any of the provisions of this Article or any information furnished to the City by A.F.S.C.M.E. or any of its duly authorized representatives.

ARTICLE 3  
HOURS OF WORK

SECTION 3.1        Regular Hours

(A) The hours of work comprising normal full time employment shall be five (5) consecutive eight (8) hour workdays per week, exclusive of mealtime. This is not to be construed as guaranteeing an eight (8) hour work day or a forty (40) hour work week.

(B) The schedules and normal full time hours of work for water and waste water plant operators shall be determined by the City, subject to criteria in Section 30.1(B).

(C) Communication operators shall receive a paid lunch period.

SECTION 3.2        Overtime

(A) It shall be the policy of the City to keep to a minimum work in excess of established work schedules, and to permit such excess work only when it is necessary to meet urgent City operating requirements.

(B) Hours worked in excess of forty (40) hours per week actually worked will be compensated at the rate of time and a half (1.5 x straight time). Overtime hours worked on a holiday outside of an employee's regular shift shall be compensated at double time. Hours paid for but not worked (except for holidays, vacation, compensatory time), shall not be counted as "hours worked" for the purpose of computing weekly overtime. Holidays, vacation and compensatory time shall be counted as hours worked for purposes of computing weekly overtime. (There shall be no "pyramiding" of premium rates beyond double time for holidays worked.)

(C) There shall be no "pyramiding" of premium rates.

(D) The City agrees that it will not reduce an employee's normal work day below eight (8) hours for the purpose of avoiding premium pay. Reduction of hours for other reasons shall be allowed.

(E) For purposes of computing overtime the work week shall begin on Thursday at 12:00 p.m. and end the following Thursday at 11:59 p.m. This work week shall be used for payroll purposes only, and shall not be construed as establishing the actual days of work for any employee or group of employees.

(F) Upon separation, each employee shall be paid in cash for any accumulation of overtime.

(G) Overtime work shall include only the time worked by an employee that is authorized by a department head or his authorized representative.

SECTION 3.3        Distribution of Overtime

(A) Overtime work shall be distributed equally to qualified employees working within the same job classification within the same work unit. The work units comprising the bargaining unit are listed in Appendix III. A.F.S.C.M.E. shall receive a monthly printout of overtime worked.

(B) Each department shall maintain a posted list of employees for each work unit who want to be asked to work voluntary overtime. Any employee who wants to work voluntary overtime must put his/her name on the list. A new sign-up list will be posted on a bi-weekly basis.

Management will begin by calling the employee on the list who has the least number of overtime hours first and then work its way up the list. Overtime work shall be voluntary unless enough qualified employees from within the same work unit cannot be found, at which time it shall become mandatory. An employee must work mandatory overtime when asked unless he is excused by his department or division head.

(C) In all instances where time beyond the regular work day is required to complete a project or secure a project for the night, those employees necessary for the additional work will be selected from those already at work on the project. Bargaining unit members shall have priority if not all workers on the job are needed.

(D) All employees required to work mandatory overtime shall be notified no less than 4 hours prior to the end of their shift, unless there is an emergency or shortage of qualified volunteers. An employee, who refuses to work mandatory overtime, shall receive a reprimand for the first offense and a three (3) day suspension without pay for the second offense. For the third refusal of mandatory overtime, the employer may dismiss said employee. All discipline may be administered unless he is excused under the provision of Section 3.3(B).

(E) Employees off on any extended leave, upon their return to work, shall be credited with an average amount of all work unit overtime that has been worked while the employee was off. Extended leave is hereby defined as approved leave of absence, sick leave, family medical leave or workers' compensation that is for more than ten consecutive work days.

#### SECTION 3.4            Alteration of Hours or Shifts

After reviewing with A.F.S.C.M.E., the City shall have the right to alter, increase or reduce work hours, or to cancel work shifts at its discretion as long as the City complies with the provisions as contained herein. The City shall notify A.F.S.C.M.E. to such alterations which are permanent in nature, within twenty-one (21) days, or when the City becomes knowledgeable that a change will be necessary, but no later than seven days.

#### SECTION 3.5            Rest Period Privilege

(A) Employees shall have a ten (10) minute rest period privilege without loss of pay during each one half work shift. A.F.S.C.M.E. agrees to do all in its power to prevent abuses of this privilege. Continuous abuse may result in discipline of the individual. Rest periods shall be scheduled at the discretion of the supervisor. The City will make every effort to schedule rest periods at the middle of each one half shift, whenever this is feasible. This rest period privilege schedule shall also apply to overtime work.

(B) No employee shall leave the immediate vicinity of his work station during the rest periods without the permission of his supervisor.

(C) The rest period will be taken in the following manner except during emergency conditions:

The Division Head will set a specific ten (10) minute time period when employees of that division will take their rest periods during each one half shift.

Should the Division Head not set specific times, the employee will radio departmental dispatcher and give time and work location at which the rest period will begin. The employee will also radio the dispatcher giving the time at the end of the rest period. Should any employee be working at a site which does not allow radio contact, a predetermined rest period time will be followed.

Emergency conditions will be determined by the immediate, on the job supervisor or his authorized representative.

SECTION 3.6            Meal Periods

(A) The Division Head shall determine the scheduling of lunch periods and their length. Whenever possible, all employees shall be granted one (1) lunch period, without pay, during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. In no case shall the lunch period exceed or be less than thirty (30) minutes.

(B) If an employee is required by a supervisor to be on duty during his lunch period, he will be compensated for said lunch period at the appropriate rate.

(C) It is mandatory that employees shall take their lunch at or near the work site. City vehicles or equipment shall not be used to transport employees to and from work site to obtain lunch.

SECTION 3.7            Compensatory Time

The employee may elect to take compensatory time off in lieu of overtime pay on a time and one half basis, at a time mutually convenient to the employee and his immediate supervisor within a reasonable time period as discussed in the Fair Labor Standards Act. That upon separation, each employee shall be paid in cash for any accumulation of compensatory time. Accrued, but unused comp time shall only be charged out in one-half (½) hour increments. Employees may accrue a maximum of one hundred and eighty (180) hours of compensatory time.

ARTICLE 4  
REPORTING FOR WORK

SECTION 4.1            Policy Statement

It is mandatory for employees to be punctual at all times.

SECTION 4.2            Lateness

A penalty of 1/10 of an hour will be given any employee who reports for work six (6) minutes late or less. For tardiness beyond six (6) minutes, the regular procedure of six (6) minute intervals will apply, i.e. up to twelve (12) minutes, minus 2/10 of an hour; up to eighteen (18) minutes, minus 3/10 of an hour; up to twenty-four (24) minutes, 4/10 of an hour; up to thirty (30) minutes, 5/10 of an hour.

SECTION 4.3            Loss of Work

An employee who is more than thirty (30) minutes late shall not be eligible for work on his assigned shift, and shall receive no compensation for time lost. However, if the employee provides a legitimate excuse and/or his services are needed, he may be permitted to work and receive compensation for hours actually worked.

SECTION 4.4            Chronic Lateness

Any employee who displays chronic lateness shall be subject to disciplinary action up to and including dismissal based on the evidence.

ARTICLE 5  
CALL-IN

SECTION 5.1            One Hour to Report In

Any employee called in to work outside his regularly scheduled shift shall not exceed one (1) hour for reporting to work, except that Communication Operators shall not exceed two (2) hours for reporting to work. After five (5) tardies per year, instances of tardiness under this section shall be included in determining chronic lateness.

SECTION 5.2            Call-In Pay

(A) Call-in pay shall be provided when an employee is required to report for work at times other than his regular shift or hours of work.

(B) An employee called in under Section 5.2(A) shall receive four (4) hours pay at his base rate (straight time) or pay for time actually worked at the applicable rate, whichever is greater.

(C) Call-in time for which payment is rendered shall not be used for computing the 40 hour work week for premium pay. Hours actually worked shall be used to compute the 40 hour work week for premium pay.

(D) Call-in pay shall not be provided for: (1) work extending beyond the end of an employee's scheduled shift; (2) work commencing before and continuing into his scheduled shift; (3) scheduled training periods; or (4) scheduled safety meetings.

(E) All employees must provide to the City an approved means of notification in order that he or she may be contacted for call-in. Failure to respond to call-ins or refusal to work call-ins ten (10) times in succession may be grounds for discipline, though only one occurrence of failure/refusal may be counted per calendar day.

(F) An employee may, at his option, receive compensatory time off in lieu of pay for call-in time.

(G) An employee who is called by his supervisor outside of normal work hours to provide assistance over the phone regarding operational needs of the City will receive one-half (½) hour of pay at his base rate.

(H) When the call-in of employees is necessitated by work of an emergency or urgent nature and not enough employees can be contacted within the affected division, qualified bargaining unit employees may be called in from other divisions according to the other division's overtime list. Nothing in this section shall preclude a supervisor from working in accordance with Article 29.

ARTICLE 6  
HOLIDAYS

SECTION 6.1      List of Holidays Observed

(A) The following shall be holidays with pay for all permanent and probationary employees except those employed in the Sanitation Division:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Day
12. Three personal or roving holiday to be selected at the discretion of the employee and with the prior approval of the employee's supervisor.
13. Any additional day declared by the President of the United States or by the Governor of the State of Ohio or by the Mayor or Council of the City of Zanesville.

(B) The following shall be holidays with pay for all permanent and probationary employees in the Sanitation Division:

1. Christmas Day.
2. Three personal or roving holiday to be selected at the discretion of the employee and with the prior approval of the employee's supervisor.

(C) All permanent and probationary employees shall receive eight (8) hours of holiday pay at their current base rate for such holidays or as otherwise specified herein.

(D) Sanitation Division employees who work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving will receive an additional twelve (12) hours of vacation for each such holiday worked and will receive no additional holiday pay.

SECTION 6.2      Holidays Falling on a Weekend or During Vacation

When one of the holidays enumerated in Section 6.1 falls on a Sunday, the following Monday shall be observed as a holiday. When one of the holidays enumerated in Section 6.1 falls on a

Saturday, the preceding Friday shall be observed as a holiday except for Sanitation employees. Holidays occurring during any employee's scheduled vacation shall not be counted as a day of vacation.

SECTION 6.3            Water, Waste Water Plant Operators and Communications Operators

Plant operators and communication operators in continuous operational services who are required by virtue of work schedules to work a full shift during an approved holiday shall receive holiday pay at their current base rate of pay, in addition to payment at their current base rate for hours actually worked or as otherwise specified herein.

SECTION 6.4            Call-In Pay

Any employee who is called in and reports to work on a holiday for which he is not scheduled to work will be compensated in accordance with Section 5.2 in addition to his holiday pay.

SECTION 6.5            Work on Holiday

(A) Scheduled work on a paid holiday shall be mandatory for employees engaged in continuous operational service, unless excused by a department or division head. An employee who refuses to work will be considered to have voluntarily resigned.

(B) The requirement to work overtime on a paid holiday shall be in accordance with the provisions of Sections 3.3(B) and 3.3 (E).

SECTION 6.6            Eligibility for Holiday Pay

(A) To be eligible for holiday pay, the employee must have worked, been off on comp time, approved funeral leave (to be confirmed upon request), or personal holiday immediately before and after the holiday (within the calendar week in which the holiday falls) except in the case of an employee on vacation, or except in the following instances:

(1) An employee who reports to work no more than thirty (30) minutes late the day before or the day after a holiday, and who works the remainder of the scheduled workday, shall be eligible to receive holiday pay for the holiday.

(2) An employee who reports for work on the scheduled work days before or after a holiday and becomes ill after actually working four (4) hours, and receives permission to go home, shall receive holiday pay for hours equal to the number of hours worked and sick leave pay for the remaining hours necessary to equal eight (8) hours in total.

(3) An employee who is absent more than five (5) work days (not including the holiday) on paid sick leave who furnishes compelling evidence of his illness shall receive eight (8) hours of holiday pay.

(4) If an employee is absent from a scheduled workday either before or after a holiday, and that absence occurred in a different calendar week from that in which the holiday falls, the employee will be granted eight (8) hours of sick leave pay in lieu of holiday pay. (This

subsection shall not apply to employees who are scheduled to work the calendar day before and/or after the holiday).

(5) For purposes of this section the calendar week is defined as Monday through Sunday.

(6) An employee who calls in sick on a holiday he or she is scheduled to work shall receive eight (8) hours of sick leave pay in lieu of holiday pay. An employee who reports to work on a holiday but leaves due to illness shall receive holiday pay for only those hours actually worked.

(B) Personal holiday may not be scheduled during an employee's first six months of service with the City.

Employees who fail to provide a minimum two week's notice of resignation shall not be eligible to take a personal holiday anytime after the notice is submitted.

## ARTICLE 7 LEAVES OF ABSENCE

### SECTION 7.1          Application for Leave

Any request for a leave of absence shall state the reason the leave of absence is being requested and the length of time off the employee desires. The request for a leave of absence shall first be submitted in writing to City. City shall recommend either approval or disapproval of the request for leave of absence, and forward the employee's original request along with their reason for either approval or disapproval to the Civil Service Commission. The Civil Service Commission shall have the sole right to either approve or disapprove of the request for leave of absence.

Authorization for a leave of absence shall be furnished to the employee by the Civil Service Commission and it shall be in writing.

A request for a leave of absence shall be answered within fifteen (15) days from receipt of the request from the employee.

### SECTION 7.2          Length of Leave

A permanent City employee may be granted a leave of absence without pay for a period not to exceed 12 consecutive months, except for military leave.

### SECTION 7.3          Extension of Leave

An employee desiring to request an extension of his leave of absence shall make a written request at least two (2) weeks prior to the end of his current leave of absence. The City, at its option, may consider requests made within two weeks of the end of the current leave.

The City shall have the right to grant or deny the requested extension. No extension may be made which violates Section 2 of this article.

SECTION 7.4            Notice of Intent to Return

Employees shall give at least five day's notice of their intent to return to work. The City may at its option deny any employee's request to return to work before the scheduled end of his leave of absence.

SECTION 7.5            Termination of Employment

An employee will automatically be terminated for the following reasons:

(A) Accepting other employment while on leave of absence will be considered a voluntary resignation, except that a temporary appointment for A.F.S.C.M.E business is exempt from this provision.

(B) Failure to give five days notice prior to the end of a leave of absence of the employee's intent to return to work will be considered a voluntary resignation. Failure to report to work at the expiration of any leave of absence, regardless of notification, will be consider a voluntary resignation.

SECTION 7.6            Employees Not to Accrue Seniority

Employees shall not accrue seniority while on leave of absence without pay.

SECTION 7.7            Cancellation of Leave of Absence

All leaves of absence may be canceled by the City for just cause and if canceled, the City shall send to the employee a written Notice of Recall. The employee must return to work within seventy-two (72) hours after receipt of the Notice of Recall.

An employee on leave of absence may be required by the City to report for work before the expiration of the leave if reason for the leave no longer exists.

SECTION 7.8            Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury service. In order to receive payment from the City, the employee must furnish a certificate of service and a statement of jury duty compensation signed by the Clerk of Courts.

SECTION 7.9            Civil Duty

Employees required to appear before a court or another public body on any matter not related to their work, and in which they are not personally involved (as a plaintiff or defendant) may be granted a leave of absence with pay for a period not to exceed two (2) work days in any calendar year, unless ordered by the court to appear for a longer period.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their regular wages for each day of work. In order to receive payment from the City, the employee must furnish to the City a certificate of service and a statement of compensation received, signed by the Clerk of Courts or other authorized official of the Court or public body.

SECTION 7.10            Union Business

Employees elected to any office or selected by A.F.S.C.M.E. to do work which takes them from their employment with the City, may at the written request of A.F.S.C.M.E. be granted a leave of absence without pay. At any given time one (1) employee may be on an unpaid leave of absence for a period in excess of one (1) week, but not more than one (1) year. At any given time, a maximum of four (4) employees may be on an unpaid leave of absence for a period not to exceed one (1) week. Seniority, vacation credit, and sick leave credit shall be held, but shall not accrue.

Leaves of absence will be granted only if they do not interfere with City operations. No employee shall be removed from a job or position which would seriously impair or retard the City operations.

SECTION 7.11            Education Leave

Any employee may be granted a leave of absence without pay for educational purposes. The period of the leave of absence shall not exceed one (1) year.

SECTION 7.12            Military Service Leave

The City shall comply with all current laws and regulations under the Ohio Revised Code in regard to granting of leaves of absence for military duty; the reemployment of employees upon completion of their military duty; and the rights of a restored public employee.

SECTION 7.13            Insurance Premiums

The City shall not be obligated to pay the City's portion of any insurance premiums during the unpaid leave of absence, except unpaid leaves of absence that are designated and qualify under the Family Medical Leave Act.

SECTION 7.14            Vacancies Created by Leaves of Absence

Any vacancy created under the terms of this Article may be filled for the duration of the leave of absence by a permanent, probationary, seasonal, temporary or part time employee.

SECTION 7.15            Consideration of Requests

Requests of employees for leaves of absence will be considered by the City upon their individual merits and circumstances, and the parties agree that the determination of whether the requests shall be granted rests solely at the discretion of the appointing authority. The leave of absence may be for the purposes in this Article, or for any other purposes deemed appropriate by the appointing authority.

ARTICLE 8  
ABSENTEEISM

SECTION 8.1            General Policy Statement

(A) Each employee shall be expected to report for work on time and at a location designated by the City to begin his scheduled shift. Failure to do so shall be considered neglect of duty on the part of the employee and subject to disciplinary procedure.

(B) Each employee of the City is expected to be present for the work day.

SECTION 8.2            Absence Without Prior Notice and/or Acceptable Excuse

(A) An employee who is absent from the job without giving prior notice to the City in accordance with established department or division work rules and/or failure to give the City an acceptable reason for his absence within two (2) days after returning to work shall be subject to the following penalties:

- First Offense    - Written reprimand
- Second Offense - Five (5) day suspension without pay
- Third Offense   - Dismissal

For purposes of computing the number of offenses, each offense will remain in effect for a period of twelve (12) months from last offense.

(B) An employee who is chronically absent from work may be subject to disciplinary action up to and including dismissal based on the evidence.

The City will notify A.F.S.C.M.E. in writing when any employee within the bargaining unit is displaying chronic absenteeism. This written notice shall not be subject to the grievance procedure.

SECTION 8.3            Notice of Absence

Any employee who is unable to report at his assigned time and place for any reason shall notify the proper designated authority as defined by department or division work rules no sooner than eight (8) hours before his assigned starting time and no later than one-half (½) hour before his assigned starting time. Notice of absence may be given personally by the employee or through another person only if the employee is physically unable to provide proper notice. When notice is not provided, the employee will not be paid for his time off unless he can furnish compelling evidence that circumstances beyond his control prevented giving proper notice.

SECTION 8.4            Absence Due to Jail Confinement

An employee who is absent due to confinement in jail under a guilty sentence or plea may be subject to disciplinary action including discharge at the City's discretion. Employees otherwise confined in jail may be replaced for up to sixty (60) calendar days by temporary, seasonal or

provisional employees. After sixty (60) days, the incarcerated employee may be permanently replaced. Notification of absence as required by Section 8.3 herein applies.

SECTION 8.5            Absence Due to Fighting

An employee absent because of a self-inflicted injury or an injury suffered in a fight where the employee initiates the fight during working hours may be subject to disciplinary action including dismissal, and he may not receive paid sick leave.

ARTICLE 9  
NO STRIKE OR WORK INTERRUPTIONS AND NO LOCKOUTS  
DURING THE LIFE OF THIS AGREEMENT

SECTION 9.1            No Strikes or Lockouts

It is understood and agreed that the services performed by City employees included in this agreement are essential to the public health, safety and welfare. A.F.S.C.M.E., therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown, boycott, or other interference with these services during the term of this agreement. The City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

SECTION 9.2            Work Interruptions Prohibited

A.F.S.C.M.E. and the employees further agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or illegal picketing against the City or any slowdown, boycott or other interruption of or interference with the functions and services of the City. For purposes of this section, illegal picketing is defined as mass picketing, picketing that advocates a strike, slowdown, or work stoppage or picketing by an employee during his scheduled work hours. Informational picketing, except as otherwise specified above, shall not be considered to be illegal picketing.

SECTION 9.3            Affirmative Action

Union stewards, committeemen, and officers of the local are required to take affirmative action to try to prevent a wildcat strike by their members.

SECTION 9.4            Crossing Picket Lines

Employees may be required to go through picket lines only where an emergency requires them to do so to protect the public health, safety and welfare, and only after proper arrangements have been made by A.F.S.C.M.E. and the City so as to properly protect them from any possible bodily harm.

SECTION 9.5            Prohibition on Jurisdictional Strikes, Secondary Boycotts, and Sympathy Strikes

A.F.S.C.M.E. agrees that it shall not engage or participate in any jurisdictional strike, secondary boycott, or sympathy strike.

SECTION 9.6            No Strike Clause Binding on A.F.S.C.M.E. and on Individual Union Members

The no strike/no lock out clause in this Agreement is binding on A.F.S.C.M.E., individual union members, and the City.

SECTION 9.7            Factual Determination

The factual question of whether a strike, slowdown or concerted refusal to work overtime was a violation of the no strike clause or a protest against the alleged commission by the City of an unfair labor practice shall not be subject to arbitration.

SECTION 9.8            Union Financial Liability

A.F.S.C.M.E. shall assume financial liability for damages caused by authorized violation of the no strike clause.

SECTION 9.9            Right to Discipline

The City shall have the right to discipline (including suspension, loss of vacation, loss of seniority, demotion and discharge) employees who violate the no strike clause.

SECTION 9.10          No Meetings to be Held

No meeting shall be conducted between A.F.S.C.M.E. and the City while a work stoppage, slowdown or any other intentional interference of public services is in progress during the term of this agreement.

SECTION 9.11          Lockout

A lockout shall be defined as the closing of a work facility for the purpose of exerting economic pressure on A.F.S.C.M.E. and the employees. Cessation of work for reason of lack of funds, lack of work, efficiency or economy shall not be construed as constituting a lockout.

SECTION 9.12          Right of Supervisory Personnel to Enter City Premises

A.F.S.C.M.E. agrees that in the event a strike should occur all supervisory personnel shall be permitted safe access and egress to City premises, and to perform their respective functions, as well as to maintain and protect the premises and provide emergency services without interference by A.F.S.C.M.E.

SECTION 9.13            Orderly Shutdown in Case of Work Stoppage and Maintenance of Essential Plant Operations

(A) The parties recognize that in the event of a work stoppage it is essential for the interests of both parties that damage and loss be minimized so that, at the conclusion of the stoppage, full employment and resumption of vital public services will not be delayed and therefore, during such stoppage that:

(1) Machinery and equipment must be prepared for idleness, moved to storage, and securely stored.

(2) Plant machinery, equipment, and property must be adequately guarded against fire, theft, and sabotage.

(B) A.F.S.C.M.E. agrees not to interfere with the City's activities in carrying out the intent and purposes of this Section, and further agrees that to provide maintenance and protection of essential plant operations, the City may hire other persons for such work and A.F.S.C.M.E. will not consider such persons as strikebreakers.

SECTION 9.14            Notification to Return to Work

Upon notification by the City to A.F.S.C.M.E. that a work stoppage, slowdown or other interference with work has occurred during the term of this agreement, A.F.S.C.M.E. shall take the following steps:

(A) Promptly, but in no case later than within eight (8) hours, issue a statement to the local newspaper, radio and television stations stating the work interruption is unauthorized by A.F.S.C.M.E., in violation of this Agreement, and that any picket lines which may be established are to be ignored. A signed copy of this statement shall be furnished to the Mayor.

(B) Within twenty-four (24) hours, instruct all of its members guilty of such violation to return to work at once, and all of its other members to continue at work; and confirm all such instruction by letter or bulletin within forty-eight (48) hours. A signed copy of this letter or bulletin shall be furnished to the Mayor.

ARTICLE 10  
NO HOSTILE PROPAGANDA

It is mutually agreed that neither party, its agents, or its members will initiate, sanction or participate in any display, advertisement or any other publicity or act tending to incite ill feelings or animosity between the parties, or misrepresenting the position of the other party. A grievance resulting from the alleged violation of this article may be filed by A.F.S.C.M.E. or the City pursuant to Section 24.10 only.

ARTICLE 11  
JOINT COOPERATION

In recognition of the mutual interest of both parties in maintaining efficient and economical public services, A.F.S.C.M.E. and the City agree to support the efforts to achieve the following objectives:

- (1) Elimination of waste and inefficiency in the provision of service
- (2) Improvement of the quality of services rendered.
- (3) Combating stalling on the job.
- (4) Combating absenteeism.
- (5) Elimination of restriction on work output.
- (6) Conservation of materials and supplies.
- (7) Prevention of accidents.
- (8) Improvement of working conditions.
- (9) Installation of labor saving devices and machinery, and technical changes.
- (10) Protection of property and machinery.
- (11) Cleanliness of facilities.
- (12) Incentive pay plans or systems.

A grievance resulting from the alleged violation of this article may be filed by A.F.S.C.M.E. or the City pursuant to Section 24.10 only.

ARTICLE 12  
COMMUNICATION OPERATORS

SECTION 12.1      Shift Rotation

Shift change shall occur annually and shall take place at the beginning of the first full pay period in January. Selection of shift and days off will be held in the month previous to each shift change and shall be by seniority. Probationary employees will be assigned to shifts as necessary for training purposes.

SECTION 12.2      Vacation Scheduling

(A) All vacations shall be taken with the prior approval of the Police Chief. Whenever possible, vacation preference will be based upon seniority. Vacations shall be scheduled so as to meet the operating requirements of the city and the preference of the employee. Only one operator shall be allowed off at any given time. Annual vacation shall be scheduled by March 31 of each year. After March 31, there shall be no bumping of scheduled vacation. The vacation period for scheduling shall be from April 1 to March 31 of the next year. Requested time off for other than annual vacation shall be submitted no sooner than thirty (30) days prior to the day requested and will be on a first come, first serve basis.

(B) Communications Operators shall be permitted to use, during the course of the year, at least that amount of vacation time she accrues during one (1) year, subject of the provisions of other sections of the bargaining agreement.

(C) The first rotation for annual vacation scheduling shall be limited to no more than four (4) consecutive weeks of vacation time, except that employees with more than twenty (20) years of service may schedule four (4) weeks and two (2) days of vacation time.

(D) Immediately after the first rotation for annual vacation scheduling, the selection process will be repeated using compensatory time and or vacation time. A limitation of four (4) consecutive weeks of compensatory time will be allowed.

(E) The minimum time scheduled in any single rotation shall be one (1) week (five (5) consecutive work days).

SECTION 12.3      Roving Communication Operator

The position of Roving Communication Operator exists to assist and compliment the other positions. This position must be flexible and utilitarian in scope. Due to the constant changes in need, this may require that this operator not work a normal work week.

Overtime for this position shall be based upon eighty (80) hours in a pay period.

SECTION 12.4      Call-Ins by Supervisor

Supervisors will call in operators when needed due to absence of a scheduled operator.

ARTICLE 13  
OUTSIDE EMPLOYMENT

No employee shall engage in any occupation or outside activity which adversely affects his employment with the City. An employee engaging in such adverse employment is subject to disciplinary action including dismissal.

ARTICLE 14  
POLITICAL ACTIVITY

A.F.S.C.M.E. Local #1573 agrees to follow all established laws concerning political activity of our union membership. If any union members violate the law, the City shall notify the union president of said violation and the union shall correct the problem. If the problem is not resolved by A.F.S.C.M.E., then the City may take disciplinary action.

ARTICLE 15  
GRATUITIES

(A) That no employee shall accept any gratuity, gift, or other valuable thing for his personal use from any other person, when such gift is given with the expectation or understanding that the employee will attempt to secure for such person at the hands of the City better, or more favorable treatment than that accorded other persons.

(B) It shall be a violation of this Agreement for any employee to take for personal use or personal gain any materials of value found on any work site.

ARTICLE 16  
SUSPENSION

The appointing authority may, for just cause, suspend any employee without pay for a period not to exceed fifteen (15) calendar days. If an employee is so suspended, he shall have redress through the grievance procedure. Police Department employees shall be subject to disciplinary procedures as determined and specified in department manuals for all Police Division employee.

ARTICLE 17  
APPOINTMENTS

The authority to make appointments to all positions in the municipal service shall be vested in the appointing authority, subject to the proper certification of applicants by the Civil Service Commission as required by law.

ARTICLE 18  
CLASSIFICATION PLAN AND ALLOCATION OF POSITIONS

SECTION 18.1      Content of Classification Plan

The classification plan shall consist of a list of titles, descriptions of the nature and the requirements of work in each class, and the official allocations of positions to appropriate classes. The titles of the classification shall be used as the exclusive means of reference for all official records and transactions. The Union will be notified at least ten (10) working days prior to any changes to the classification plan.

SECTION 18.2      Amendment of Classification Plan

The classification plan may be amended as necessary to insure that it reflects the current duties and responsibilities of all positions in the bargaining unit. The union will have the opportunity to review any proposed changes to the classification plan before the appointing authority presents said changes to the Civil Service Commission and City Council. In the event an employee believes that a position is improperly classified, he shall: (1) report same to his division head who shall in turn; (2) report his findings to the department head, who shall in turn; and (3) if he so agrees, report same to the Civil Service Commission, together with a statement of the reasons thereof. The Civil Service Commission shall make such investigations as necessary and notify the union before taking appropriate action. An employee who believes himself to be improperly classified, shall be entitled to A.F.S.C.M.E. assistance should he so desire. The union and City will meet to discuss reclassification requests pursuant to this article during the life of this agreement.

ARTICLE 19  
RESIGNATION

That in order to resign in good standing and under honorable circumstances, an employee shall give at least two weeks' notice of his intention to resign.

ARTICLE 20  
RETIREMENT

The City may, at its option and with the consent of the employee, purchase service credit for early retirement under guidelines established by the Public Employees' Retirement System.

ARTICLE 21  
PROBATIONARY PERIOD

SECTION 21.1      Length of Probationary Period

All original appointments made pursuant to Chapter 124 of the Ohio Revised Code shall be for a probationary period of one hundred and twenty (120) calendar days.

SECTION 21.2      Right to Discharge

The City retains the right to discharge new employees at any time during the probationary period with or without cause and the discharge may not be made the subject of a grievance either by the employee or by A.F.S.C.M.E.

SECTION 21.3      Holiday Pay

The probationary employee shall be entitled to holiday pay when a holiday falls within the probationary period.

SECTION 21.4      Seniority

Seniority shall run retroactively from the date of hire, once the employee has completed his probationary period.

ARTICLE 22  
SEASONAL AND TEMPORARY EMPLOYEES

Seasonal and temporary employees shall be hired for certain stated periods and/or for specific projects. The hiring of such seasonal, temporary employees, or the usage of General Relief or other government subsidized programs groups shall not result in the displacement of permanent employees. The employer shall provide an updated list of all seasonal employees to A.F.S.C.M.E. each month.

ARTICLE 23  
WAGES

SECTION 23.1      Salaries, Wages and Salary Ranges

The salaries, wages and salary ranges for all positions in the bargaining unit shall be in accordance with those set forth in Appendix I. Wages for 2012 shall be effective June 1, 2012. Wages for 2013-2014, shall be effective the first day of the first full pay period of January.

SECTION 23.2      Pay Increments

(A) Pay steps in 2012-2013 shall be effective June 1, 2012 for those employees eligible for a step increment on January 1, 2012. Pay steps in 2013-2014 shall be in accordance with the following schedule:

Employees in Pay Range 0110-0200

<u>Pay Range Step</u>	<u>Length of Service</u>
A	Start of Employment
B	First January of Service
C	Second January of Service
D	Third January of Service
E	Fourth January of Service
F	Fifth January of Service

(B) Pay step increases in 2012 shall be effective on June 1, 2012. Pay step increases in 2013 and 2014 shall be effective on the first day of the first full pay period in January.

(C) Length of service as used in this section shall mean length of service in position classification.

(D) Employees hired in January will be assigned to Step A. January of the following year will be considered their first January of service for purposes of determining length of service in Section 23.2 (A).

SECTION 23.3      Longevity Pay

(A) Each year, the City of Zanesville will grant longevity pay to permanent full time employees in accordance with the following schedule:

In the year 2012:

<u>Years of Service as of June 30</u>	<u>Longevity Pay</u>
5	1% of Previous Payroll Year Earnings
9	2% of Previous Payroll Year Earnings
13	3% of Previous Payroll Year Earnings
17	4% of Previous Payroll Year Earnings

In the years 2013 and 2014:

<u>Years of Service as of June 30</u>	<u>Longevity Pay</u>
5	2% of Previous Payroll Year Earnings
9	3% of Previous Payroll Year Earnings
13	4% of Previous Payroll Year Earnings
17	5% of Previous Payroll Year Earnings

(B) June 30 of each year in which the payment is to be made shall be used in calculating years of service for longevity pay.

(C) Payment shall be made in a lump sum on the first non-pay Friday in October of each year and shall be a separate check from payroll.

(D) Employees who are on the payroll as of June 30 will be entitled to a prorated share of their longevity pay even though they may terminate prior to October 1. The prorated pay shall be based on the number of completed pay periods in the final year of service divided by twenty-six (26) and multiplied by the longevity pay due for the entire year. This paragraph shall apply only to terminations under honorable circumstances.

SECTION 23.4      Pension Pick-up

The City shall continue to pay and assume ("pick-up") that portion of the employee's contribution to the Public Employees' Retirement System equal to 5.5% of the employee's earnings in 2012 and 3.0% of the employee's earnings in 2013. The reduction of the pension pick-up will begin in 2012 with the pay period commencing June 1, 2012 and in 2013 the first full pay period in January. Beginning the first full pay period in 2014 the City shall no longer assume or pick-up any of the employee's share of pension contribution. The Employer shall adjust the wages of the employees by providing the employees a supplemental increase of 2.25% in 2012, 2.25% in 2013, and 2.5% in 2014, in exchange for the pension pick-up reductions of 2.5% in 2012, 2.5% in 2013, and 3.0% in 2014.

SECTION 23.5      CDL - Commercial Driver's License

If a classification in a division requires a CDL license, the City will reimburse the employee for the cost of the CDL license renewal.

ARTICLE 24  
GRIEVANCE PROCEDURE

SECTION 24.1      Policy and Definition

(A) Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

(B) For the purposes of this procedure, the below listed terms are defined as follows:

(1) Grievance - A “grievance” shall be defined as an alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement, excluding the Preamble.

(2) Days - A “day” as used in this procedure shall mean work days.

(3) Depository - An approved depository shall be established at City Hall, 401 Market Street, Zanesville, Ohio for A.F.S.C.M.E. correspondence and communications from the City. Said depository shall have limited accessibility as per mutual agreement between the City and A.F.S.C.M.E. and shall be available from 8:00 a.m. to 5:00 p.m. workdays.

## SECTION 24.2            Steps in the Grievance Procedure

### STEP 1

(1) An employee who feels that his rights and privileges under this Agreement have been violated, shall make verbal contact with his immediate supervisor within eight (8) work days from date of the occurrence of the action giving rise to the grievance. The employee can be accompanied by his union steward if desired.

(2) The immediate supervisor shall give a verbal reply to the grievance within eight (8) work days from the date the grievance was verbally submitted.

(3) The object of this step is to informally resolve the complaint before it becomes a formal grievance, therefore, any other parties shall be excluded from the meeting between the employee, his union steward and his immediate supervisor.

(4) A grievance which is not satisfactorily settled at Step 1 of the grievance procedure shall be taken to Step 2.

### STEP 2

(1) An employee who is not satisfied with the decision at Step 1 of the grievance procedure, shall file a written grievance. This letter shall contain a written statement of background and circumstances indicating the outcome of the Step 1 procedure supported by the necessary documentation.

(2) The employee must file his grievance on the grievance form provided within eight (8) work days after the reply at Step 1 has been given. The grievance must be attested to by his A.F.S.C.M.E. representative.

(3) The grievance shall be submitted to the grievant’s division superintendent unless the superintendent heard the grievance at Step 1, in which case the grievance shall be submitted to the Appointing Authority. Police Department personnel shall file Step 2 with the Chief of Police.

(4) The City has the right to seek out and request additional information to that presented in the grievance notice, in order to amicably handle the matter as expeditiously as possible.

(5) The appointing authority/superintendent shall have eight (8) work days to submit his answer in writing to A.F.S.C.M.E.

(6) The reply shall be witnessed and placed in the A.F.S.C.M.E. depository.

### STEP 3

(1) Should A.F.S.C.M.E. decide that the reply at Step 2 is unsatisfactory, the authorized representative of A.F.S.C.M.E. shall, within eight (8) days, state the nature of the grievance to the appointing authority in writing.

(2) The appointing authority, or his designee if the appointing authority heard Step 2 of the grievance, shall arrange a hearing between A.F.S.C.M.E. and the City within ten (10) days unless otherwise mutually agreed to.

(3) The City may require the hearing to be held outside of normal work hours and no additional pay shall be rendered, except that if the hearing lasts for more than one hour, one A.F.S.C.M.E. representative will be paid straight time for that first hour only.

(4) The appointing authority or his designee shall have ten (10) work days to submit his answer in writing to AFSCME. If a decision satisfactory to both parties cannot be concluded at the hearing, a demand for arbitration may be made.

(5) The A.F.S.C.M.E. steward who signed the grievance may be required by the City to attend the grievance hearing.

### SECTION 24.3            Must be Personal Grievance

An employee may file only his own personal grievance. The aggrieved employee must personally sign all written grievances. No grievance shall be processed without the aggrieved employee's signature.

### SECTION 24.4            Grievances of Non Union Employees

When a grievance proceeding is held on an individually filed grievance by a nonunion employee, A.F.S.C.M.E. shall be entitled to receive notification of the final disposition of the grievance.

### SECTION 24.5            Preexisting Grievances

Grievances which arose prior to the Agreement shall be processed under the terms of the Agreement in effect at the time of the alleged grievance.

SECTION 24.6            Limit on Applicability of Grievance Decision

A final decision reached in either of the first two steps of the grievance procedure shall be applicable to the grievance only.

SECTION 24.7            A.F.S.C.M.E.'s Right to Withdraw Grievances

A.F.S.C.M.E. may refuse to process, may abandon, or may settle grievances jointly with the City, irrespective of the aggrieved employee's attitude.

SECTION 24.8            Parties Must Follow Procedures

If the grievant fails to exhaust its remedies under the grievance procedure, or to abide by the time limits with respect to each step, the grievance shall be deemed dropped and such failure/neglect to follow the procedure and/or adhere to the prescribed time limits shall act as a bar to the filing of any further grievances arising out of the same set of facts.

If the party filed against fails to exhaust its remedies under the grievance procedure or to abide by the time limits with respect to steps one and two of the procedure, the grievance shall automatically advance to the next step. Failure to answer a grievance within established time limits at the third step of the procedure shall grant the grievance.

SECTION 24.9            Presentation of Witnesses

Either party may present witnesses. Employees who are appearing as witnesses must receive written permission to take time off if the hearing occurs during their normal work hour. Witnesses may be subject to cross examination.

SECTION 24.10           City or A.F.S.C.M.E. May File a Grievance

The City or A.F.S.C.M.E. shall have the right to put its grievances through the established grievance procedure. Initiation of any such grievance by AFSCME shall be undertaken at Step 2 of the grievance procedure. This is considered a class action or policy grievance where two or more employees share the interest. This section may not be used to justify a grievance when individual employees choose not to file. A grievance filed by the City shall proceed directly to arbitration. Prior to proceeding with such a grievance, the City agrees to meet with the Union to attempt to reach a settlement of the dispute.

SECTION 24.11           Grievances to be Settled Expeditiously

Both parties agree they shall endeavor to make every effort to anticipate and diminish the causes of grievances, and when they have arisen, to settle them informally and expeditiously at the lowest practicable level of the grievance procedure.

SECTION 24.12           Purpose of the Grievance Procedure

The purpose of the grievance procedure is to resolve disputes peacefully and amicably without impeding the provision of essential public services. Therefore, should a grievance arise, there

shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in accordance with the provisions of this Agreement.

SECTION 24.13      Processing and Investigation of Grievances

(A) The processing and investigation of grievances shall take place outside of regular working hours whenever possible. When this is not possible, the A.F.S.C.M.E. representative shall be given time off without pay during working hours at the sole discretion of the City. The A.F.S.C.M.E. representative shall suffer no loss of sick leave accumulation as a result of taking such time off. The A.F.S.C.M.E. representative will be allowed one (1) hour without loss of pay prior to a Step 3 grievance hearing to prepare for the hearing and to meet with the grievant if needed.

(B) A 40 hour noncumulative per year bank shall be established to ensure that the president, or his designee, shall suffer no loss of overtime pay if appropriate. Rules governing the procedures and proper use of said bank shall be promulgated by the Budget & Finance Director.

SECTION 24.14      A.F.S.C.M.E. to Investigate Complaints Before Formal Presentation

A.F.S.C.M.E. shall make an investigation of any grievance before it is reduced to the formality of a written complaint in order to ascertain that the complaint is justified and there is reasonable grounds to believe that the claim is true in fact.

SECTION 24.15      Elimination of Provocative Language and Publicity

The grievance complaint shall set forth all the facts necessary to understand the issues involved and it shall be free from charges or languages not germane to the real issue or conducive to subsequent calm deliberation. So far as possible, the City and A.F.S.C.M.E. shall avoid publicizing any grievance or complaint prior to the final determination of the issue.

SECTION 24.16      Participation by District and/or International Representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO

Upon the request of either party, a representative of either the District Council or the National Organization may attend hearings conducted at Step 3 of the grievance procedure.

SECTION 24.17      Grievance Procedure Sole Avenue of Appeal

The grievance procedure established in this article is the exclusive avenue for an employee to appeal discipline.

SECTION 24.18      Mediation

Either party may request mediation through SERB or FMCS. Both parties must agree to mediation within fourteen (14) days from receipt of the Step 3 answer. If both parties do not

agree to mediation or if no settlement is reached through mediation, the matter may proceed to arbitration.

ARTICLE 25  
ARBITRATION

SECTION 25.1      Limits of Arbitrability

- (A) Only disputes involving the interpretation or application of the contract may be arbitrated.
- (B) No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action occurrence which takes place following the execution of this Agreement, but before the expiration of this Agreement.
- (C) A dispute as to whether there was, in fact, a wildcat strike or slowdown in alleged violation of the no strike clause is not subject to arbitration.
- (D) If one of the parties is of the opinion that a grievance concerning the interpretation or application of the contract is not arbitrable, the arbitrator shall first decide whether the grievance upon which arbitration has been requested, raises arbitrable issues. If one of the parties disagrees with the arbitrator's opinion regarding the arbitrability of a grievance, the grievance can only be arbitrated after the final judgment of a court has determined that the grievance upon which arbitration has been requested raised arbitrable issues and has directed arbitration of such issues.

SECTION 25.2      Limits on Arbitrator's Authority

- (A) No decision by an arbitrator shall infringe upon:
  - (1) The obligation of the City as expressed or intended by the provision of Ohio Law.
  - (2) The statutory obligations of the City.
  - (3) The legal principles expressed by Ohio Supreme Court determination or by any other court of competent jurisdiction or in the general body of legal principles which are applicable to municipalities and their municipal function.
  - (4) Any matter relating to the operation and jurisdiction of the Civil Service Commission, including rules which the Commission is authorized to promulgate.
  - (5) Any federal, state, or municipal law.
- (B) The arbitrator may affirm or modify penalties imposed by the City.
- (C) "Past practices" not specifically referred to in this Agreement shall be considered null and void.
- (D) The arbitrator shall not change wage rates already in effect within the Agreement.
- (E) No award of any arbitrator shall be retroactive for a period prior to the filing of a grievance.
- (F) No arbitration determination or award shall be made by any arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

(G) The arbitrator is prohibited from granting relief extending beyond the termination date of this Agreement.

(H) The arbitrator is prohibited from mediating (negotiating a settlement of) the dispute, but must restrict himself to hearing the facts and deciding the issues' merits. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The parties shall not cite and the arbitrator shall not consider any contract article or issue not cited in the submission agreement pursuant to Section 25.7 herein.

(I) Any issue left unsettled by the parties when the contract is signed must be determined by the parties, not by an arbitrator.

(J) The arbitrator may not modify, detract from, or alter the provisions of the contract, not substitute his discretion for management's discretion.

(K) The arbitrator may not make an award which in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations.

(L) An arbitration award shall be used as a precedent for any subsequent case.

(M) 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.

SECTION 25.3            Time Limit for Requesting Arbitration

Arbitration must be requested in writing within thirty (30) calendar days from the date the decision was rendered at the last step of the grievance procedure. The date of the response from management shall not count as a day for time limit purposes.

SECTION 25.4            Exhaust Grievance Procedures

The entire grievance procedure must be exhausted before going to arbitration, unless both parties agree to skip one or more of the steps.

SECTION 25.5            Delivery of Demand for Arbitration

Should A.F.S.C.M.E. demand arbitration, it shall give written notice to the authorized representative of the City of Zanesville. Such demand shall be signed by the authorized representative of A.F.S.C.M.E. Should the City of Zanesville demand arbitration, it shall give written notice to the authorized representative of A.F.S.C.M.E. Such demand shall be signed by the authorized representative of the City of Zanesville. The written notice shall in all cases contain the following information:

(A) The provision of the Agreement in dispute.

(B) The nature of the grievance.

(C) The employee(s) involved.

(D) The department or division involved.

SECTION 25.6            Selecting the Arbitrator

Within fourteen days of the demand for arbitration, a joint written request, instigated by the party demanding arbitration, shall be made to the Federal Mediation and Consultation Service to submit the names of seven (7) qualified arbitrators 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 one (1) name each from the list. The person whose name remains on the list after six (6) have been stricken shall be the arbitrator. The Federal Mediation and Consultation Service shall be advised of the choice of the parties and request that such arbitrator be assigned to the grievance.

SECTION 25.7            Submission Agreement

A.F.S.C.M.E. 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 25.8            Procedures

Arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Consultation Service, except as modified by the provisions of this agreement.

SECTION 25.9            Number of Grievances to be Heard at One Time

The arbitrator shall hear only one grievance at a time, unless both parties agree to consolidate two or more.

SECTION 25.10          Withdrawal of a Dispute

After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

SECTION 25.11          Right of Arbitrator to Engage Services of a Physician or Psychiatrist

The arbitrator is empowered to have the aggrieved examined by a physician or psychiatrist selected by himself and obtain his opinion privately. The name of the consultant may be held in confidence by the arbitrator and the consultant need not appear at the hearing for cross examination. All costs shall be shared equally by the two (2) parties.

SECTION 25.12      Right of Arbitrator to Engage Technical Assistance

The arbitrator is empowered upon the mutual consent of both parties to engage any technical assistance he feels is necessary for the satisfactory settlement of the dispute at hand. The cost of such technical assistance shall be shared equally by both parties.

SECTION 25.13      Cost Sharing

All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, 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.

SECTION 25.14      No Payment for Time Lost Attending Arbitration Hearing

The grieving employees, steward, and witnesses shall not be paid for time lost during regular working hours for attending arbitration hearings.

SECTION 25.15      Arbitrator Shall Arrange Hearings

The arbitrator shall arrange for any hearings or investigations he deems to be necessary, as soon as possible after he is notified of his selection.

SECTION 25.16      Arbitration Limited to Life of Contract

Disputes may only be submitted to arbitration during the life of the contract.

SECTION 25.17      Damages

The arbitrator shall have the authority to grant damages and other types of monetary relief.

SECTION 25.18      Decision Final and Binding

The arbitrator's award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. All rights to appeal to a court of competent jurisdiction as provided by the Ohio Revised Code are recognized and not abrogated.

ARTICLE 26  
VACATIONS

SECTION 26.1      Length of Vacation

(A) Permanent employees shall accumulate vacation leave with pay in accordance with the following schedule provided the eligibility criteria set forth in Section 26.2 are conformed with.

<u>Employee's Years of Service</u>	<u>Accrual of Vacation Per Pay Period Worked</u>
0 - 1 year	1.5 hours
After 1 year	1.5 hours
After 2 years	3.1 hours
After 5 years	4.6 hours
After 10 years	5.54 hours
After 15 years	6.2 hours
After 20 years	6.815 hours

(B) For purposes of computing years of service for vacation, the first day of the pay period following the employee's anniversary date shall be used.

SECTION 26.2      Eligibility for Vacation

To be paid for paid vacation, an employee must have been employed for the full previous year and must have worked at least seventy-five percent (75%) of the work days. For purposes of this section, an employee's paid sick leave will be counted as time worked, provided the sick leave is a result of an injury incurred on the job.

SECTION 26.3      Method of Compensation

Vacation hours shall be compensated at the employee's current base pay rate.

SECTION 26.4      One (1) Year of Service Required

All employees shall become eligible for his or her vacation upon attaining one (1) year of continuous service.

SECTION 26.5      Vacation Increments

The minimum chargeable vacation increment shall be one hour.

SECTION 26.6      Vacation Preferences

All vacations shall be taken with the prior approval of the division head. Whenever possible, vacation preference will be based on seniority. Vacations shall be scheduled so as to meet the operating requirements of the City and the preference of the employees.

SECTION 26.7            Accumulation of Vacation

Each employee will be required to take all vacation during each year except that with prior approval from the department head he may accumulate up to two years accrual of vacation. The additional vacation earned by Sanitation Division employees shall be included in determining the maximum vacation accumulation allowed. A Sanitation Division employee who moves to a position in another division shall retain the maximum vacation accrual allowed in his previous position until his vacation accrual falls below the maximum authorized for his new position but for no longer than two years; after two years such employee will not accrue additional vacation until his vacation accrual falls below the maximum authorized for his new position. Vacations are not cumulative nor retroactive. Employees will not be allowed to take money in lieu of vacation.

SECTION 26.8            Vacation in Advance Prohibited

Under no circumstances will an employee be allowed to take vacation in advance.

SECTION 26.9            Employees Not on the Active Payroll

Employees not on the active payroll are not entitled to vacation pay.

SECTION 26.10        Change of Schedule

A vacation period, once determined, may not be changed or postponed, except with the approval of the City and for reasons considered by the authorized representative of the City to be good and sufficient.

SECTION 26.11        Resignation With Proper Notice

Any employee who shall resign after giving to the City two (2) weeks written notice prior to the effective date of his resignation, or who shall be laid off by the City for lack of work or who shall die, shall be entitled to all accumulated vacation pay.

SECTION 26.12        Absence Before or After Vacation

An employee absent from work the day before or the day after his vacation period shall forfeit his pay for that day.

ARTICLE 27  
INSURANCE SCHEDULE

SECTION 27.1            Insurance

(A) The City of Zanesville will continue the existing health, prescription, dental and vision plan for the employee and eligible family members.

(B) The City of Zanesville shall pay the entire cost of a twenty thousand dollars (\$20,000) group life insurance policy on each permanent employee. It is the employee's responsibility to notify the City of a change in the policy's beneficiary.

(C) Effective January 1, 2013, if the spouse of a city employee is employed and is eligible for employer-sponsored health coverage with said employer, he or she must enroll in that particular health plan. If the spouse cannot obtain coverage through his or her employer until a certain date or open enrollment period, the spouse will be covered under the City's plan until he or she can obtain coverage through his or her employer. The spouse must provide documentation to the City that he or she is not eligible for coverage. Employees whose spouse has health insurance coverage through an employer shall receive up to a twelve hundred dollars (\$1,200) stipend or an equal amount in reduced payroll deduction to offset the cost increase to the employee. If an employee's spouse would be required to pay more than fifty percent (50%) of the insurance premium through their employer, he or she would be allowed to remain on the City's plan. Spouses can also remain on the City's plan under secondary coverage.

SECTION 27.2            Content of Insurance Plan

(A) The City of Zanesville may periodically change the content of the insurance plan, after consultation with representatives of the affected bargaining units.

(B) Cost sharing under the basic medical and major medical sections of the health plan shall be as follows:

(1) For the year 2012, the payroll deduction for health coverage shall not exceed seven and a half percent (7½%) of the fully funded rates provided to the City by the plan's third party administrator at the annual plan renewal. For 2012, the deduction each pay period shall be twenty dollars (\$20.00) for single coverage and forty-seven dollars (\$47.00) for family coverage which shall be effective June 1, 2012. For 2013, the payroll deduction for health coverage shall not exceed eight and a half percent (8½%) of the fully-funded rates provided to the City by the plan's third party administrator at the annual plan renewal. For 2013, the deduction each pay period shall be capped at twenty-four dollars (\$24.00) for single coverage and fifty-seven dollars (\$57.00) for family coverage. For the year 2014, the payroll deduction for health coverage shall not exceed ten percent (10%) of the fully funded rates provided to the City by the plan's third party administrator at the annual plan renewal. For 2014, the deduction each pay period shall be capped at thirty-five (\$35.00) for single coverage and seventy dollars (\$70.00) for family coverage.

(2) The annual in-network deductible shall be two hundred dollars (\$200) per individual and five hundred dollars (\$500) per family. The annual out-of-network deductible shall be four hundred dollars (\$400) per individual and one thousand dollars (\$1,000) per family.

(3) The in-network co-insurance shall be ninety percent (90%). The out-of-network co-insurance shall be seventy percent (70%). If in-network options are not available, the out-of-network coinsurance shall be ninety percent (90%).

(4) The annual in-network out-of-pocket maximum shall be eight hundred dollars (\$800) per individual, including deductible. The annual in-network out-of-pocket maximum shall be

two thousand dollars (\$2,000) per family, including deductible. The annual out-of-network out-of-pocket maximum shall be sixteen hundred dollars (\$1,600) per individual, including deductible. The annual out-of-network out-of-pocket maximum shall be four thousand dollars (\$4,000) per family, including deductible.

(C) Co-pays under the prescription plan shall be determined as follows:

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Retail:	Tier 1 = \$5	Tier 1 = \$5	Tier 1 = \$5
	Tier 2 = \$20	Tier 2 = \$25	Tier 2 = \$30
	Tier 3 = 20% of claim	Tier 3 = 25% of claim	Tier 3 = 30% of claim
Mail Order:	Tier 1 = \$10	Tier 1 = \$10	Tier 1 = \$10
	Tier 2 = \$40	Tier 2 = \$50	Tier 2 = \$60
	Tier 3 = 20% of claim	Tier 3 = 25% of claim	Tier 3 = 30% of claim

The Tier 2 co-pay shall be used for a Tier 3 drug that has no Tier 1 or Tier 2 equivalent.

(D) The City shall establish an employee's health care committee comprised of administration representatives, two representatives from A.F.S.C.M.E. and representatives from each city union and the unaffiliated. When necessary or desirable, this committee shall explore alternative health care plans, cost saving measures, and proposed changes to current coverage before changes are proposed pursuant to paragraph (A) of this section.

(E) The payroll deduction for employees choosing only dental and/or vision coverage shall be three dollars (\$3.00) for dental, one dollar and fifty cents (\$1.50) for vision, or four dollars and fifty cents (\$4.50) for dental and vision per pay period.

(F) While an employee is on Workers' Compensation as a direct result of his/her employment with the City, the City shall continue to pay his/her insurance premiums for up to one year, provided the employee continues paying his/her share of the insurance cost established in this Section.

SECTION 27.3            Changes in Insurance Status

Employees must report any family, marital or Medicare status changes which affect their health insurance coverage to the City Auditor immediately following such a change. An employee failing to do so is liable for back payments to the City for additional premiums paid by the City on the employee's behalf.

SECTION 27.4            Insurance Grievances

A grievance alleging violation of the terms of this article shall proceed immediately to Step 3 in the grievance procedure. While decisions made by the City's insurance provider while processing claims in accordance with the city's health plan are not grievable, issues involving whether or not the City changed its plan in violation this Article are grievable.

ARTICLE 28  
SICK LEAVE PRIVILEGE

SECTION 28.1            Accumulation of Sick Leave

That each regular employee in the municipal service shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty (80) hours worked. Accumulation of sick leave shall be unlimited.

SECTION 28.2            Abuse of Sick Leave

The employer may discipline any employee, up to and including termination, for abuse of sick leave including malingering or falsifying of sick leave, or the patterned use or overuse of sick leave. Over use is defined as more than eight (8) documented occurrences in a twelve (12) month period. Any sick leave for which a doctor's certification is provided shall not count as an occurrence for the purpose of determining overuse. Discipline shall be in accordance with Article 38.

SECTION 28.3            Absent More than Two (2) Days

A doctor's certificate must be furnished after the employee is absent for more than two (2) consecutive working days. If abuse of sick leave is suspected, supervisors may require a doctor's certificate for subsequent two (2) day absences.

SECTION 28.4            Uses of Sick Leave

(A) That a permanent employee may use sick leave: (1) in case of his own illness, injury or exposure to a contagious disease; (2) for attendance upon members of his household whose illness or injury requires the care of the employee, if no other competent adult is living in the household; or (3) in the event of death in the employee's immediate family; provided that maximum of three days sick leave may be used for this purpose unless more days are authorized by the employee's supervisor.

(B) As used in this section, the term "household" shall mean two or more persons living together in a single dwelling unit; and the term "immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, grandparent, grandchild, brother or sister of the employee. Sick leave used may be charged out in one half (1/2) hour increments.

(C) An employee may transfer sick leave to another employee, provided the following criteria are met:

(1) The employee wishing to transfer sick leave must maintain a balance of not less than four hundred (400) hours after said transfer occurs.

(2) The employee wishing to accept the transfer of sick leave must have a balance of zero (0) sick leave hours resulting from the personal use of sick leave in accordance with Section 28.4 (A) above, and must have a documented need for additional sick leave.

(3) An employee may receive no more than four hundred (400) hours of transferred sick leave in a year. Said year shall be a rolling year commencing on the day the employee first uses any transferred sick leave.

(4) An employee who has been disciplined in the previous twelve (12) months for abuse of sick leave pursuant to Section 28.2 shall not be eligible to receive a transfer of sick leave.

The right to develop rules and procedures to administer this Section 28.4 (C) shall reside with the City.

SECTION 28.5            Notification of Absence

An employee who is to be absent on sick leave shall notify his supervisor of such absence and reason in accordance with Section 8.3. Employees to be absent on consecutive days shall notify the City each day of their absence unless approved by their supervisors not to check in.

SECTION 28.6            Request for Sick Leave Pay

Employees who are absent must request sick leave pay in writing upon returning to work. In the written request the employee must state his reasons for being absent. A form in duplicate shall be provided by the City for requesting sick leave pay. A copy shall be returned to the employee, approved or disapproved. Before an absence may be charged against accumulated sick leave, the City may require such proof of illness, injury or death as may be satisfactory to the City or may require the employee to be examined by the physician designated by the City and paid by the City. In any event, an employee absent more than two (2) consecutively scheduled work days, must supply a physician's certificate to be eligible for paid sick leave. The City may at any time require employees to submit to a physical examination by a physician selected by the City at the City's expense.

SECTION 28.7            Proof of Sick Leave Use

If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination the City finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

SECTION 28.8            Termination of Employment

No payment shall be made for accumulated sick leave at the time of termination of employment except in certain instances of retirement or death which are covered in Article 33.

SECTION 28.9            Sick Leave After Resignation

Employees taking sick leave after submitting their resignation must provide adequate proof of illness for each occurrence, regardless of length, or such leave will be considered unauthorized and shall be without pay.

SECTION 28.10      Minimum Service for Sick Leave

There shall be no minimum service for use of sick leave.

SECTION 28.11      Sick Leave Paid at Base Rate

Pay for sick leave, when granted, shall be at the employee's current base rate of pay.

SECTION 28.12      Funeral Leave

The Division Head will grant three work days of bereavement leave in the event of death in the employee's immediate family. Bereavement leave shall not be deducted from the employee's sick, vacation or compensatory time accounts. The maximum number of bereavement days per year will be six (6).

In regard to funeral leave, no pay shall be granted where the employee fails upon request to furnish the City with reasonable proof of death, or because the employee does not attend the funeral because of distance or other cause.

SECTION 28.13      Workers' Compensation

An employee shall not be entitled to be paid sick leave if he elects to draw Workmen's Compensation benefits, excluding medical payments. In order to reduce its workers' compensation premium, the City may institute a wage continuation policy for employees on workers' compensation. The City acknowledges that any new policy affecting wages, hours and terms and conditions of employment requires a memorandum of understanding with the Union.

SECTION 28.14      Sick Leave Reciprocity

(A) Each full time employee with more than one (1) year of service who works a forty (40) hour work schedule shall have the option of receiving payment in cash for unused sick leave hours at the end of each payroll year, provided such employee was entitled to sick leave benefits during said payroll year, and provided further that the employee was in paid status, based on the following calculation table:

<u>Sick Leave Used During Payroll Year (Hours)</u>	<u>Sick Leave Reciprocity Cash Payment (Hours)</u>
0 to 8	48
9 to 16	32
17 to 24	24
25 to 32	16
33 or more	0

(B) Any disallowance of sick leave credits shall be considered as hours of sick leave taken during the year for the purpose of computing paid sick leave hours.

(C) Each eligible full time employee may elect to receive the sick leave reciprocity cash payment or they may retain their accrued sick leave hours. The number of reciprocity hours paid each

employee will be subtracted from their total accrued unused sick leave. The remainder of the employee's unused sick leave shall be carried forward each year. The payment shall be made at the employee's hourly rate in effect at the time of payment.

(D) For the purposes of this section, sick leave (not to exceed twenty-four (24) hours) transferred in accordance with Section 28.4 (C) shall not be considered as sick leave used.

SECTION 28.14      Family And Medical Leave

(A) Employees may use family/medical leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

(B) An employee desiring to use family/medical leave shall notify the employer in writing at least thirty (30) days prior to beginning the leave if the need for the leave is foreseeable; otherwise the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the employer must specify that family leave or medical leave will be the type of leave taken.

(C) During the leave, for up to twelve (12) weeks per year, the employer shall continue to pay the same contribution it makes for an employee and his family (if applicable) to continue participation in its insurance plans. The employee must pay the portion of the premium for any of such insurance to the employer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his or her contribution to the premium cost, then the employer will not be obligated to contribute its share in order to maintain the coverage.

ARTICLE 29  
SUPERVISORY EMPLOYEES

SECTION 29.1      Work Performed by Supervisory Personnel

Supervisory employees will not routinely perform work usually performed by the bargaining unit that would result in displacing an employee except as a temporary or emergency measure. The supervisor may work to train employees or to test tools, materials, equipment and work methods.

All work needing completed after hours shall be done by the bargaining unit members unless it involves a true emergency that places someone in a harmful situation. The supervisor may attend to the immediate need and then call in bargaining unit members for completion if necessary. The call-in procedure should be followed pursuant to Section 3.3.

SECTION 29.2      A.F.S.C.M.E. Members Promoted to Supervisory Positions

A.F.S.C.M.E. members must resign from A.F.S.C.M.E. upon being promoted to a supervisory position.

ARTICLE 30  
PROMOTIONS, DEMOTIONS, AND TRANSFERS

SECTION 30.1      Promotions

(A) Definition - A promotion within the bargaining unit is defined as a movement to a job or position in a higher pay range which is intended to be permanent.

(B) Factors to be Considered - The following factors will be considered by the City in selecting employees for promotion:

- (1) Length of net credited service (seniority)
- (2) Knowledge, education, training, ability, skills and efficiency
- (3) Physical fitness
- (4) Attendance record
- (5) Discipline record

The City may use skills testing to determine item (2) above. Where all other factors are equal in the opinion of the City, seniority shall prevail.

(C) Use of Written Tests - The City shall have the right to administer written tests which are applicable and validated in accordance with Equal Employment Opportunity Commission and American Psychological Association Standards to rate the candidates for a job or position. Neither the selection of the test, nor the grading of the test is subject to grievance.

(D) Right to Hire from Outside the Bargaining Unit - The City shall have the right to hire from outside the bargaining unit if in the City's opinion no employees are qualified. The City shall show just cause before exercising this right.

(E) Probationary Period for Promotions - All promotional appointments will be for a probationary period of sixty (60) calendar days. During this probationary period, the City has the sole right to determine whether the promoted employee has proven he can do the job. During this period the employee who is returned to his previous job shall receive the wage rate he earned on his previous job. Any employee who determines that the position to which he or she has been promoted is not suitable may voluntarily choose to return to his or her previous position within thirty (30) work days of his or her promotion. This voluntary right to return shall also apply to employees promoted out of the bargaining unit.

(F) Refusal to Accept a Promotion - Refusal by an employee to accept or apply for a promotion within his own work unit when the vacancy occurs will disqualify that employee from further consideration for that specific job classification until all other qualified employees of the group of that date have had the opportunity to accept or reject that specific job or job classification.

(G) Accumulation of Seniority - An employee who is promoted either within or outside the bargaining unit shall retain and accumulate seniority irrespective of whether such promotion was made before or after this Agreement was signed. If an employee who has been promoted to a position outside the bargaining unit is later transferred back to the bargaining unit, he may

exercise his accumulated seniority. If an employee who is promoted to a position within the bargaining unit is later returned to his previous job, he may exercise his accumulated seniority.

(H) Pay Rate for Promoted Employee - A promoted employee shall be assigned to his/her new pay range at the same pay step occupied prior to promotion.

SECTION 30.2            Transfer

(A) Lateral Transfer - A lateral transfer is defined as a movement from one job to another job with the same pay range. A lateral transfer may be either permanent or temporary. In the case of a lateral transfer, the employee's rate shall remain unchanged at the time of transfer. A transfer of any type except a temporary transfer shall be made with the employee's consent except in case of layoff.

(B) Probationary Period for Permanent Transfers - Lateral transfers or change in job classification will serve a sixty (60) calendar day probationary period. If an employee is not successful in completing this probationary period, he shall be returned to his prior position, if available. Otherwise, the employee shall "trade" positions with the person chosen to replace him, unless that new position is in a higher pay range or the employee is not qualified. A transferred employee may be allowed to return to his vacated position within seven work days of his transfer.

(C) Temporary Transfer - A temporary transfer is a movement from one job to another job carrying either a higher or lower pay range. If an employee is temporarily transferred to any job in a lower pay range he shall continue to receive his current base rate of pay unless such employee is shifted at his own request. Should an employee be temporarily transferred in lieu of layoff to a job in a lower pay range, the rate of pay of the transferred employee shall be reduced only as necessary to bring his pay rate within the pay range established for the job to which he is transferred. If an employee is temporarily transferred to a job in a higher pay range, the pay rate of the transferred employee shall be adjusted to that step in the new pay range next above his current rate of pay; however, in no case shall such a transfer result in a loss of a step. An affiliated employee temporarily transferred into an unaffiliated job classification shall be adjusted to that step in the new pay range next above his current rate of pay but with a minimum increase of fifteen cents per hour. Except in the case of emergency or call in, the employee will be paid at the higher rate for all hours worked in the higher classification only after he has worked one full hour in that classification. Temporary transfers may not exceed 30 work days. At the end of 30 work days, a job will be considered to be permanent and will be subject to the bidding process, unless the transfer is to replace an employee on leave of absence.

(D) Transfers to be Based on Ability and Seniority - Selections shall be based on the basic skills, knowledge, abilities, and appropriate licensures of the applicants to perform the posted position. If the skills, knowledge, abilities, and appropriate licensures of the applicants are equal, selection shall be made by seniority. The Employer will familiarize the employee with the job procedures while the employee is in the probationary period.

(E) Loss of Overtime - An employee temporarily transferred is not entitled to overtime he might have performed on his regular job, but for his temporary transfer.

(F) Transfer in Lieu of Layoff - The City shall have the right to transfer rather than layoff when operations are curtailed.

(G) Waiting Period for New Employees - New employees may not apply for a posted transfer for six months after their date of hire.

SECTION 30.3            Demotion

(A) A demotion is defined as a permanent movement from one job to another job carrying a lower pay range. The rate of pay of a demoted employee shall be reduced only as necessary to bring his pay rate within the pay range established for the job to which he is demoted.

(B) Demotions may be made because of incompetence or inability to perform the employee's duties. An employee demoted for the preceding reasons will have the least job seniority of the employees in his new classification.

(C) Demotions made for all other reasons than those stated in the preceding paragraph shall be based on seniority. Employees demoted for reasons beyond their control shall retain their seniority in their new job classification.

(D) The City shall have the right to demote rather than layoff when operations are curtailed.

SECTION 30.4            Job Vacancies

(A) Posting of Vacancies - When there are job vacancies, a notice will be posted on all bulletin boards throughout the City giving the job title, pay rates, hours of work and job qualifications. This notice shall remain posted for seven (7) work days. If an employee does not bid for the job within the seven (7) day period, he shall be considered to have waived his rights to the job vacancy. Lateral transfers shall be given the first opportunity to bid on this vacancy. If no lateral transfers choose to bid, anyone wishing to promote or demote shall test for the vacancy unless the employee wishing to demote has previously held the same position, in which case the employee may be demoted to the vacant position.

(B) Emergency Filling of a Job Vacancy - The City shall have the right to place an employee temporarily in a job vacancy without regard to seniority, prior to the completion of the bidding process.

SECTION 30.5            Movement To Job Requiring CDL Tanker Endorsement

An employee promoted or transferred to a Wastewater Division position requiring a CDL tanker endorsement will be allowed sixty (60) days to obtain the endorsement. If the employee fails to obtain the endorsement, the employee will be returned to his or her previous position, if available, or otherwise follow the procedure in section 30.2 (B).

ARTICLE 31  
A.F.S.C.M.E. REPRESENTATION

SECTION 31.1      Listing of A.F.S.C.M.E. Representation

A.F.S.C.M.E. shall furnish the City with a written list of its officers, representatives and stewards within five (5) days after their designation and notify the City in writing within five (5) days of any change in such officers, representatives and stewards.

SECTION 31.2      Number and Distribution of Stewards

(A) The members of A.F.S.C.M.E. shall select a total of eight (8) stewards.

(B) A.F.S.C.M.E. shall select one (1) person from among the eight (8) stewards to act as Chief Steward.

(C) Stewards must be employees of the City of Zanesville and shall be employed within the department or division they represent.

(D) One (1) steward shall represent each City department or division, as enumerated below:

- (1) Street Division
- (2) Sanitation Division
- (3) Parks and Recreation Division
- (4) Water Division
- (5) Sewer Division
- (6) Police Department Communications Operators
- (7) Cemetery
- (8) Vehicle Maintenance

SECTION 31.3      Access to City Premises by District and International Representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO

District and International Representatives, and other union representatives who are not employees of the City, shall be allowed on City premises and work areas only with the approval of the authorized City representative. Such visits must be prearranged with the authorized City representative and conducted so as to avoid interference with the operation of any departments.

SECTION 31.4      No Interference with A.F.S.C.M.E. Representatives

The City will in no way interfere with, hinder, or influence stewards, officers and other union representatives in the administration and performance of their A.F.S.C.M.E. duties, provided that the stewards, officers and other representatives shall not engage in any activities on the City's premises, other than those permitted by this Agreement.

SECTION 31.5      No Promotion for A.F.S.C.M.E. Representatives

During the term of this Agreement, A.F.S.C.M.E. stewards, officers, and other A.F.S.C.M.E. representatives shall not be promoted to supervisory positions unless such promotions shall be mutually agreed to between the City and A.F.S.C.M.E.

SECTION 31.6      Remaining on City Premises During Nonworking Hours

A.F.S.C.M.E. stewards, officers, and other representatives shall enter and remain on City premises or work areas only while working in the paid service of the City or on official A.F.S.C.M.E. business as agreed to be A.F.S.C.M.E. and the City.

SECTION 31.7      A.F.S.C.M.E. Activities Prohibited on Paid Work Time

Except as may otherwise be provided in this Agreement, the A.F.S.C.M.E. activities shall be conducted by employees during their non duty time, unless by special permission of the City, in limited instances involving the mutual benefits of the City and its employees.

SECTION 31.8      Soliciting of Grievances

A.F.S.C.M.E. representatives are prohibited from soliciting grievances. Any A.F.S.C.M.E. representative who is found to have solicited a grievance shall be subject to disciplinary action including discharge. Consulting with an employee at the employee's request shall not be deemed to be soliciting.

SECTION 31.9      Preferential Seniority for Officers and Stewards

(A) During their term of office the president, vice-president, secretary, treasurer, eight (8) department stewards, and three (3) Executive Board members shall have top job seniority and will receive preferential treatment within a position classification within a work unit in the following situations:

- (1) layoff and recall
- (2) shift transfer
- (3) demotion for lack of work

provided they are qualified to perform the job.

(B) Such preferential treatment for officers and stewards shall not apply to overall seniority.

SECTION 31.10      Bulletin Boards

Bulletin boards specified by the City may be used by A.F.S.C.M.E. for posting notices approved by the City and restricted to:

- (1) Notice of A.F.S.C.M.E. recreational and social affairs
- (2) Notice of A.F.S.C.M.E. elections
- (3) Notice of A.F.S.C.M.E. appointments and results of A.F.S.C.M.E. elections

(4) Notice of A.F.S.C.M.E. meetings

There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices or any kind of literature upon City property other than as herein provided.

SECTION 31.11      A.F.S.C.M.E. Union Office

The City of Zanesville shall furnish a union office for Unions' use to conduct approved union business. A.F.S.C.M.E. shall be responsible for all expenses for said office except City shall furnish room, electricity.

SECTION 31.12      Employee Information

The employer agrees to periodically provide the union with the following information:

- (A) A list of names of employees who have left the bargaining unit or gone on unpaid leave of absence.
- (B) A list of new hires or transfers into the bargaining unit.
- (C) A seniority list of the entire bargaining unit.

ARTICLE 32  
MANAGEMENT'S RIGHTS

SECTION 32.1      Management's Rights

Except to the extent expressly abridged by a specified provision of this Agreement, the City reserves and retains solely and exclusively, all of its rights, as such rights existed prior to the execution of this Agreement.

SECTION 32.2      Legal Authority

Nothing contained in this Agreement shall alter the authority conferred by State and Federal Laws, Zanesville City ordinances, resolutions, and Civil Service regulations upon any City official, or to in any way abridge or reduce such authority. This agreement shall be construed as requiring City officials to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

SECTION 32.3      Specified Rights

Management retains the right to: (a) direct the work of their employees; (b) to hire, promote, demote, transfer, assign and suspend or discharge employees for proper and just cause; (c) to maintain the efficiency of government operations; (d) to relieve employees from duties because of lack of work; (e) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (f) to determine the methods, means and personnel by which operations are to be carried on subject to the provisions as are expressly provided herein.

SECTION 32.4            Reserved Powers of the City

The listing of specific rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the City in the past.

SECTION 32.5            A.F.S.C.M.E. Recognition of Management's Rights

A.F.S.C.M.E. hereby recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers of authority which the City has not officially abridged, delegated, or modified, by this Agreement are retained by the City. A.F.S.C.M.E. further recognizes and agrees that the City has complete authority over the policies and administration of the municipal service which it exercises under the provision of law and in fulfilling its responsibilities under this Agreement.

SECTION 32.6            Duties Not Covered by Job Descriptions

It is understood by both parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employees. If an employee believes that he is not qualified to perform a duty, he can state this belief to his supervisor who will take such statement into consideration when assigning duties.

SECTION 32.7            Non-Discrimination

The City, in exercising its management's rights, will not discriminate against an employee because of his membership or non-membership in A.F.S.C.M.E.

SECTION 32.8            Management's Rights Clause Not Subject to Grievance or Arbitration

The authority reserved to the management and direction of the governmental unit shall not be subject to grievance or arbitration except as it affects wages, hours, terms and conditions of employment, and continuation, modification and/or deletion of an existing provision of this agreement.

ARTICLE 33

CASH PAYMENT FOR SICK LEAVE CREDIT

(A) No payment shall be made for accumulated sick leave at the time of termination of employment except that a regular employee with ten (10) or more years of service may elect at the time of retirement to be paid in cash for one third of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any employee. The maximum payment shall be five hundred (500) hours.

(B) In the event that an employee dies, the ten (10) year service requirement shall be waived, and payment shall be made to the estate of the deceased.

ARTICLE 34  
PHYSICAL EXAMINATION

The City may require that an employee submit to a physical examination given by a physician selected and paid for by the City. The union shall be notified at the same time as the employee. If the results of said examinations are not satisfactory to the employee, said employee may choose a second doctor for his/her opinion. The second opinion shall be paid for by employee. If the two doctors' report conflict, both doctors shall choose a third physician to conduct an examination, which decision shall be final as to the employee's health. The cost of the third doctor shall be equally shared by both parties. The result of the physician's opinion may be deemed as reason for termination. Examination will be requested for just cause.

ARTICLE 35  
TERMINATION OF OBLIGATION

If the City sells, leases or contracts out a service or facility, the successor need not honor the Agreement or retain the City's employees. Neither will the City assume any liabilities for such sale, lease or contract. Such employees displaced by the sale, lease or contracting out of a service or facility shall be offered other employment within the City in accordance with the provisions of this Agreement pertaining to layoff and transfer in lieu of layoff.

ARTICLE 36  
TRAINING AND EDUCATION

(A) The City may require an employee to obtain additional training or education. Time involved for such training or education shall not be considered a leave of absence, but shall be considered time worked.

All costs associated with training or education to obtain or sustain an Ohio water or waste water license shall be borne by the employee. Time involved for such training or education shall not be considered as time worked.

(B) Employees who use City vehicles, trucks or operating equipment will be held financially responsible for damages to such equipment due to operator's negligence. All permanent employees who use City vehicles, trucks and operating equipment must obtain and maintain a valid and appropriate Class Ohio CDL License.

Employees operating City vehicles shall be responsible to comply with the Motor Vehicles laws of the State of Ohio.

(C) A.F.S.C.M.E. agrees that its membership shall cooperate with the City to prevent abuse or misuse of the city owned communications equipment.

Any employee abuse or misuse of City-owned communications equipment shall be cause for automatic dismissal. All radio operators must apply for and carry an FCC restricted class operator's license on the job.

ARTICLE 37  
WORKING CONDITIONS

SECTION 37.1            Protection of Employees Safety and Health

The City will continue to make reasonable provisions for the safety and health of its employees. A.F.S.C.M.E. agrees that it will direct its members to use the protective devices, wearing apparel and other equipment provided by the City for the protection of employees from injury. A.F.S.C.M.E. also agrees that it will encourage its members promptly to report conditions in the City's facilities that might be dangerous to employees and the public, and to do all in their power to make City property and equipment safe, sanitary and dependable. Each employee will be afforded, at no cost, a complete compliment of safety equipment as required and determined by the City. If possible, the City and A.F.S.C.M.E. shall arrange for a discount with and regular visits by a merchandiser of safety shoes.

SECTION 37.2            Employees Required to Use Protective Clothing and Equipment

Protective devices, when provided and required, must be used. Failure to use such devices shall be deemed cause for disciplinary action.

SECTION 37.3            Removal of Protective Devices

Any employee who removes a protective device without the prior approval of his supervisor shall be subject to disciplinary action.

SECTION 37.4            Charge for Loss or Willful Destruction by the Employees

A.F.S.C.M.E. Local #1573 and the City agree that an employee of the bargaining unit who loses or willfully destroys any City issued tools or equipment shall be requested to reimburse the City for the cost of such item. The City also agrees to furnish each employee of the bargaining unit a locker which can be used for storage of equipment issued by the City to the employee.

SECTION 37.5            Injuries and First Aid

All accidents and injuries, however minor, shall be immediately reported to the employee's supervisor.

The City will provide basic first aid supplies at convenient locations and offer basic first aid instructions and information as part of the general safety program.

SECTION 37.6            Hazardous Weather

(A) Humanitarian guidelines respecting the responsibilities of the parties in case of adverse or extreme weather conditions that affect the health and personal safety of members shall be of prime consideration. Both parties agree to enter into discussions to develop individual memorandums of understanding for each work unit in the bargaining unit to determine their particular working procedures and conditions during hazardous weather.

(B) After consultation with A.F.S.C.M.E., the City shall, at its sole discretion, determine when such hazardous conditions exist.

(C) A.F.S.C.M.E. and the employees acknowledge the importance of maintaining the work schedule so as not to inconvenience the public.

(D) If the employer finds it necessary to close the facility because of inclement weather or other unforeseen conditions, all employees will receive the compensation they would have received for all hours which they were scheduled to work but did not work due to such closing.

SECTION 37.7      Attire

All employees shall be completely and properly clothed at all times of the year. This shall include shirts at all times, and proper footwear. Failure to comply will cause the employee to be subject to disciplinary action.

SECTION 37.8      Safety Training

The employer will implement a safety training program including regular safety meetings held at least once per month.

ARTICLE 38  
DISCIPLINE

SECTION 38.1      City's Right to Discipline

The right to discipline and discharge employees shall be reserved for, and vested in the sole discretion of the City, except that no discipline or discharge shall be taken without just cause. Just cause shall include, but is not be limited to the following: inefficiency, incompetency, insubordination, misconduct, neglect of duty, violation of rules promulgated by the City, engaging or encouraging a strike, slowdown, sabotage, picketing or any other form of interference or interruption of work, failure to abide by the terms of this Agreement or by the award of an arbitrator.

SECTION 38.2      Forms of Discipline

Allowable discipline under this Agreement shall be as follows:

- (1) Letter of verbal reprimand
- (2) Letter of written reprimand
- (3) Suspension
- (4) Discharge from City's service

No other forms of discipline shall be allowed unless otherwise provided for in this Agreement. The principal of progressive discipline will be followed except when circumstances warrant otherwise. All disciplinary action may be grieved through the established grievance procedure.

For the purpose of computing the number of offenses, each offense will remain in effect for a period of twelve (12) months from last offense.

Any discipline against an employee must be initiated within ten (10) work days after the employer has knowledge of the event necessitating the discipline or after the employees' safety committee issues a ruling.

SECTION 38.3      Notification to A.F.S.C.M.E.

The City will supply the Union copies of all discipline rendered against any employee in the bargaining unit within two work days of the notification of discipline to the employee.

ARTICLE 39  
SENIORITY

SECTION 39.1      Definition of Seniority

Seniority is defined as net credited service.

SECTION 39.2      Accrual of Seniority

A permanent employee shall accumulate one (1) day of seniority for each of the following:

- (1) A full eight (8) hour day actually worked
- (2) A full day of paid vacation
- (3) A full day of paid sick leave
- (4) A paid holiday
- (5) A day of paid leave of absence
- (6) A day of unpaid leave designated and qualified as Family and Medical Leave under the Family Medical Leave Act.
- (7) Any combination of the above
- (8) Time off for job related illness or injury if on worker's compensation
- (9) Laid off--seniority shall be held at level at time of layoff and shall not accrue additional time.

SECTION 39.3      Types of Seniority

(A) Overall Seniority - Overall seniority is defined as the net credited service of an employee beginning with the date of his last appointment by the City as a regular (probationary or permanent) employee.

(B) Job Seniority - Job seniority is defined as the net credited service of an employee beginning with the date of his last appointment to his present position classification within his present work unit.

SECTION 39.4      Applicability of Seniority

(A) Application of Overall Seniority - Overall seniority shall be applicable in the following situations:

- (1) Amount of vacation
- (2) Amount of sick leave
- (3) Vacation preference
- (4) Promotion within the bargaining unit
- (5) Lateral transfer
- (6) Temporary transfer
- (7) Maternity leave
- (8) Layoff and recall
- (9) Shift transfer
- (10) Demotion for lack of work

SECTION 39.5      Seniority Accumulation by Employees Not Having Permanent Status

(A) Probationary employees shall not accumulate seniority during their first one hundred and twenty (120) calendar days. Once the employee has attained permanent status, seniority shall run retroactively from the date of hire.

(B) Emergency, temporary, provisional, part time and seasonal employees shall not accumulate seniority. If such an employee is made a probationary employee and subsequently attains permanent status, seniority shall run retroactively from the date of last hire as an emergency, temporary, provisional, part time or seasonal employee.

SECTION 39.6      Seniority Lists

Every six months a seniority list shall be prepared and posted showing both overall seniority and job seniority for each employee. Employees who are not members of A.F.S.C.M.E. shall be included on the seniority list.

Any seniority list prepared by the City shall be considered correct if no proposed corrections are communicated to the City's Budget & Finance Director within seven (7) days from the date of posting of such list. Should the City not respond to the proposed corrections by amending the seniority list within twelve (12) days from the original posting date, a grievance may be filed.

A seniority list shall be posted in each department and a list shall be placed in the A.F.S.C.M.E. mail depository located in City Hall.

SECTION 39.7      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 39.8      Loss of Seniority

An employee shall lose all seniority when he is dismissed or resigns, or accepts other employment on an authorized or unauthorized leave of absence.

SECTION 39.9      Layoff

Whenever it becomes necessary or expedient to reduce the work force within a position classification within a work unit, all emergency, provisional, temporary, part time, seasonal and probationary employees shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their overall seniority with the employee having the least seniority within the position classification within the work unit being laid off first then continuing in like manner until the required reduction in work force has been accomplished. Employees may also volunteer for layoff.

SECTION 39.10      Layoff Beyond One Year

An employee who is on layoff for a period of two (2) years is automatically terminated and loses all seniority. An employee shall be paid for all accumulated vacation and compensatory time at the time of layoff.

SECTION 39.11      Recall

(A) Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification within a work unit, 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.

(B) If the required number of employees cannot be obtained by the procedure outlined in "A", recall shall be by overall seniority for all other employees on layoff in the bargaining unit.

(C) Any recalled employee will be given a trial period of thirty (30) days to allow the City to determine his qualifications for the job. All employees must be qualified to perform the work.

(D) The City shall notify the employee of his recall at his last address on record with the City by certified letter with return receipt requested and employ him if he reports and is available for work. If the employee signs for the certified letter, he or she shall have no longer than seventy-two (72) hours to report for work. If the certified letter is signed for by someone other than the employee, the employee shall have no longer than ninety-six (96) hours to report for work. If said employee fails to report for work within the time limits established above, he shall be considered as having voluntarily resigned, provided that illness incapacitating the employee for work or extended absence from home at the time of recall shall be sufficient excuse for not reporting for work if the City is informed of the excuse within twenty-four (24) hours after receipt of notice of recall. An employee loses his right to recall and is considered to have voluntarily resigned if his address on file with the City is not accurate.

(E) An employee recalled to a job not within his position classification within his work unit, shall retain prior right to recall to a vacancy existing within his position classification within his

work unit. Should an employee be recalled to a job not within his position classification within his work unit, he shall retain, continue to accumulate and may exercise his seniority within his position classification within his work unit for a period of ninety (90), eight (8) hour work days actually worked. At the end of the ninety (90) work day period, his job seniority shall then accumulate retroactively from the original date of his recall to his present position. If, at any time during the ninety (90) work day period, an employee shall refuse a call to a job within his position classification within his work unit, he shall forfeit his prior seniority rights and his job seniority shall begin to accumulate as of the first day of employment in his new position classification and/or work unit.

SECTION 39.12      No Bumping

There shall be no bumping upward or downward within the bargaining unit except in case of layoffs.

SECTION 39.13      Filling a Vacancy from Outside the Bargaining Unit

If no employee is qualified to fill a job, the City shall have the option of filling a vacancy from whatever qualified source necessary, in which case seniority rules for filling vacancies shall not apply.

SECTION 39.14      Emergencies or Temporary Peak Work Loads

(A) For emergencies the City shall: (1) work qualified employees overtime; or (2) temporarily transfer qualified employees from another position classification and/or work unit.

(B) For temporary peak workloads, the City shall: (1) recall qualified laid off employees; (2) work qualified employees overtime; or (3) temporarily transfer qualified employees from another position classification and/or work unit.

SECTION 39.15      Transfer

Any employee transferred from one position classification and/or work unit to another shall continue to accumulate seniority in his previous position classification and/or work unit and shall not be placed upon the seniority list of his new position classification and/or work unit for a period of ninety (90) calendar days. At the end of such ninety (90) day period, the employee so transferred shall lose his seniority in his old position classification and/or work unit and shall be placed upon the seniority list in his new position classification and/or work unit. His job seniority shall then accumulate retroactively from the original date of his transfer.

SECTION 39.16      Shift Transfer

Shift transfer shall be made on the basis of overall seniority and qualifications. Each qualified employee desiring to be transferred from one shift to another shall notify his supervisor of such desire. All vacancies must be filled. The provisions of this Section shall not apply to temporary employment or transfer made necessary by the absence of employees.

ARTICLE 40  
SAVINGS CLAUSE

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, such term or provision shall continue to effect only to the extent permitted by such law, provided that such term or provision or parts of such term or provisions cannot be amended to be applicable and valid under said federal, state or local law. If at any time thereafter such term or provision is no longer in conflict with any of the aforementioned laws, ordinances, charters, 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 laws, ordinances, charters or rules and 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 41  
DURATION

SECTION 41.1            Provision for Termination or Renewal

This Agreement effective January 1, 2012, shall continue in full force and effect without change until December 31, 2014, unless extended by mutual written agreement of the parties. If either party desires to terminate or modify this Agreement, it shall give written notice of the termination not later than August 1, 2014.

ARTICLE 42  
WAIVER CLAUSE

SECTION 42.1            Sole and Entire Agreement

The Agreement constitutes the sole and entire existing agreement between the parties, and supersedes all prior agreements, commitments, and practices, whether oral or written between the City and A.F.S.C.M.E., or the City and any of the covered employees.

SECTION 42.2            Obligation to Negotiate

The City and A.F.S.C.M.E. acknowledge that during negotiations which preceded 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the City and A.F.S.C.M.E. each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively 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 matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 43  
TEMPORARY AND SEASONAL EMPLOYEES

SECTION 43.1      Interns and Trainees

This Agreement shall not apply to the following designated group of employees:

- (1) Temporary
- (2) Seasonal
- (3) Interns
- (4) Any other designated trainees mutually agreed to by A.F.S.C.M.E. and the City

The above group of designated employees shall follow all established work rules in effect at the time of employment. The union has the right to bring to the City's attention any violation of said rule.

ARTICLE 44  
ADDITIONAL RULES AND REGULATIONS

- (1) Loss by an employee of a work-related license including the loss of Ohio driving privileges may result in dismissal. If employee maintains driving privileges for work purposes he shall not be disciplined. Any dismissal shall be grievable under this agreement.
- (2) Employees who are off duty shall leave the work site unless permission is granted to remain by a supervisor. Off duty employees shall not go to other work sites than their own without permission of a supervisor.
- (3) All employees shall have ready access to a telephone, and shall keep the City advised of current telephone numbers, addresses and persons to contact in case of emergency. Any changes shall be reported to immediate supervisors immediately.
- (4) Muskingum County and adjacent counties shall be the only residency for all employees covered by this Agreement. Employees have to be within a twenty-five (25) mile radius from the City Courthouse as a requirement for adjacent counties.
- (5) The City shall arrange for a safety and condition inspection of all City vehicles and equipment annually, and provide A.F.S.C.M.E. with a copy of inspection report.

ARTICLE 45  
SEXUAL HARASSMENT

The City and A.F.S.C.M.E. recognize that no employee shall be subject to sexual harassment. In this spirit, a joint statement of commitment to this principle will be posted in appropriate work areas. Reference to sexual harassment includes any sexual attention that is unwanted. In the

case of such harassment, an employee may pursue the grievance procedure for redress. Grievance under this Article will be processed in an expedited manner.

ARTICLE 46  
GENDER AND PLURAL

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

The term "employee" or "employees" where used herein, refers to all employees in the bargaining unit. All references to employees in the Agreement shall designate both sexes; wherever the male gender is used, it shall be construed to include male and female genders.

ARTICLE 47  
HEADINGS

It is understood and agreed that the use of headings before articles or sections is for convenience and that an unclear heading shall not be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 48  
UNIFORMS

The City shall provide uniforms for all bargaining unit employees except Communication Operators. Employees failing to wear uniforms so provided shall be subject to disciplinary action pursuant to Article 38.

Bargaining unit employees who wear uniforms will be permitted to wear t-shirts or sweatshirts in lieu of their uniform shirt as long as the t-shirt or sweatshirt is safety lime green and has a City of Zanesville logo on the shirt.

Employees desiring to wear t-shirts or sweatshirts shall supply them at their own expense. A.F.S.C.M.E. will contact vendors to obtain an agreeable price.

ARTICLE 49  
ALTERNATE DISPUTE RESOLUTION

In disputes involving contract negotiations, where the City and Union are at an impasse, it is agreed that the parties will proceed with fact finding as addressed in O.R.C. 4117. Should fact-finding fail to produce a final settlement, the parties will proceed to conciliation through SERB.

The cost of the fact finder and conciliator will be split equally.

ARTICLE 50  
WORK RULES

(A) The City agrees to provide a copy of proposed changes to existing work rules or the establishment of new work rules to the union President at least ten (10) work days prior to their implementation.

(B) Each employee shall receive a copy of all applicable work rules and updates. In addition, existing rules will be posted prominently on all bulletin boards in each division.

(C) Employees shall comply with each work rule unless such work rule has been determined through the grievance and/or arbitration procedures to be in violation of the terms of this agreement.

ARTICLE 51  
PEOPLE CHECK-OFF

(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 written authorization card voluntarily executed by the employee.

(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. Payments shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

(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.

(4) The employer's obligation to make deductions shall terminate automatically upon (a) receipt by the employer of revocation of authorization; (b) termination of employment; or (c) transfer to a classification outside the bargaining unit.

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

APPENDIX I  
HOURLY WAGE RATES WITH PPU SUPPLEMENTS EFFECTIVE  
2012, 2013, 2014

2012\* (0%)

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
0110	11.97	12.55	13.22	13.82	14.52	15.30
0120	12.55	13.22	13.82	14.52	15.30	16.00
0130	13.22	13.82	14.52	15.30	16.00	16.85
0140	13.82	14.52	15.30	16.00	16.85	17.69
0150	14.52	15.30	16.00	16.85	17.69	18.53
0160	15.30	16.00	16.85	17.69	18.53	19.46
0170	16.00	16.85	17.69	18.53	19.46	20.45
0180	16.85	17.69	18.53	19.46	20.45	21.49
0200	18.53	19.46	20.45	21.49	22.57	23.71

\*Effective June 1, 2012.

2013<sup>o</sup> (1%)

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
0110	12.36	12.96	13.65	14.27	14.99	15.80
0120	12.96	13.65	14.27	14.99	15.80	16.52
0130	13.65	14.27	14.99	15.80	16.52	17.40
0140	14.27	14.99	15.80	16.52	17.40	18.26
0150	14.99	15.80	16.52	17.40	18.26	19.13
0160	15.80	16.52	17.40	18.26	19.13	20.09
0170	16.52	17.40	18.26	19.13	20.09	21.11
0180	17.40	18.26	19.13	20.09	21.11	22.19
0200	19.13	20.09	21.11	22.19	23.30	24.48

<sup>o</sup> Effective first full pay period in January.

2014<sup>o</sup> (1%)

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
0110	12.79	13.41	14.13	14.77	15.51	16.35
0120	13.41	14.13	14.77	15.51	16.35	17.10
0130	14.13	14.77	15.51	16.35	17.10	18.01
0140	14.77	15.51	16.35	17.10	18.01	18.90
0150	15.51	16.35	17.10	16.81	18.90	19.80
0160	16.35	17.10	18.01	18.90	19.80	20.79
0170	17.10	18.01	18.90	19.80	20.79	21.85
0180	18.01	18.90	19.80	20.79	21.85	22.97
0200	19.80	20.79	21.85	22.97	24.12	25.34

<sup>o</sup> Effective first full pay period in January.

APPENDIX II  
JOB CLASSIFICATIONS INCLUDED WITHIN THE BARGAINING UNIT

<u>Classification</u>	<u>Pay Range</u>
Airport Attendant	130
Clerk Dispatcher	Vacant
Communications Operators	140
Crew Supervisor (Recreation)	150
Custodian	120
Industrial Wastewater Tech I	140
Industrial Wastewater Tech II	160
Maintenance Worker	120*
Plant Maintenance Mechanic I	160
Plant Maintenance Mechanic II	180
Refuse Collector	120
Refuse Collection Crew Leader	150
Sanitation Transfer Station Operator	150
Sign Painter	150
Vehicle Body Mechanic	Vacant
Vehicle Operator I	140**
Vehicle Operator II	150
Vehicle Mechanic	180
Vehicle Service Worker	140
Wastewater Field Technician	150
Wastewater Plant Operator I	170
Wastewater Plant Operator II	180
Wastewater Plant Operator III	200
Wastewater Lab Analyst	160
Wastewater Lab Technician Assistant	Vacant
Wastewater Trainee	Vacant
Water Distribution Operator I	170
Water Distribution Operator II	180
Water Meter Mechanic	140
Water Meter Reader	130
Water Meter Service Technician	140
Water Plant Operator I	170
Water Plant Operator II	180
Water Plant Operator III	200

\*A Maintenance Worker in the Cemetery Division holding a pesticide license who is assigned to oversight of pesticide application shall be temporarily upgraded to pay range 150 for all hours so assigned.

\*\* While operating the sewer camera television equipment in the Wastewater Division, the Vehicle Operator I shall be upgraded to pay range 150.

APPENDIX III  
WORK UNITS INCLUDED WITHIN THE BARGAINING UNIT

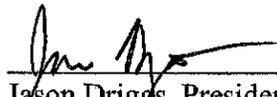
Airport  
Cemetery  
City Hall (Custodial) Division  
Parks & Recreation Maintenance Division  
Police Department (Communications Operators)  
Public Safety Building Maintenance Division  
Sanitation Division  
Street Division  
Sewer Maintenance Division  
Sewer Treatment Plant Division  
Vehicle Maintenance Division  
Water Distribution Division  
Water Meter Division  
Water Pumping Division

SIGNATURES

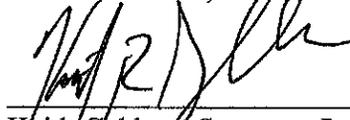
IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of June, 2012.

FOR A.F.S.C.M.E.

  
\_\_\_\_\_  
Stephen Roberts, Staff Representative

  
\_\_\_\_\_  
Jason Driggs, President Local 1573

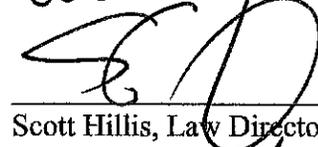
  
\_\_\_\_\_  
Howard Cornell, Vice President, Local 1573

  
\_\_\_\_\_  
Keith Gebhart, Secretary Local 1573

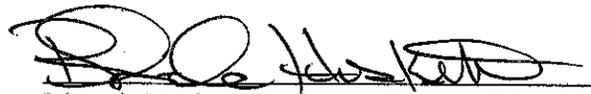
  
\_\_\_\_\_  
Bill Rosser, Treasurer, Local 1573

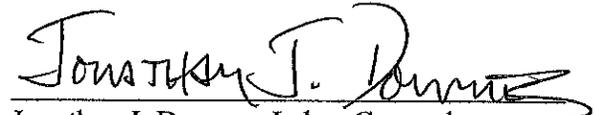
FOR THE CITY OF ZANESVILLE, OHIO

  
\_\_\_\_\_  
Mayor Jeff Tilton

  
\_\_\_\_\_  
Scott Hillis, Law Director

  
\_\_\_\_\_  
Mike Sims, Public Services Director

  
\_\_\_\_\_  
Rhonda Heskett, Budget & Finance Director

  
\_\_\_\_\_  
Jonathan J. Downes, Labor Counsel  
Downes Fishel Hass Kim LLP