



07/20/11  
11-MED-08-1072  
1723-05  
K27729

**AGREEMENT**

**BETWEEN**

**THE CITY OF HUBER HEIGHTS, OHIO**

**AND**

**OHIO COUNCIL 8, LOCAL 101, AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**



**Effective June 28, 2011  
Through June 27, 2014**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Agreement/Purpose.....	3
2	Union Recognition.....	3
3	Dues Deduction .....	4
4	Union Representation .....	6
5	Management Rights .....	7
6	Non-Discrimination .....	8
7	Labor/Management Meetings .....	8
8	Grievance Procedure.....	9
9	Discipline .....	12
10	Personnel Files.....	13
11	Probationary Periods.....	13
12	Seniority .....	14
13	Layoff and Recall .....	14
14	Health and Safety.....	16
15	Hours of Work and Overtime .....	16
16	Wages and Compensation.....	19
17	Call-In Pay .....	20
18	Medical Insurance Coverage .....	20
19	Holidays .....	22
20	Sick Leave/Donated Sick Leave/Family & Medical Leave .....	23
21	Vacations .....	28
22	Wage Continuation.....	31
23	Funeral Leave.....	32
24	Court Leave.....	32
25	Military Leave .....	32
26	Unpaid Leaves of Absence .....	34
27	Education and Training.....	35
28	Equipment/Clothing.....	36
29	Expenses .....	37
30	Severance Pay .....	38
31	No Strike/No Lockout.....	38
32	Subcontracting .....	39
33	Working Supervisors .....	39
34	Duration .....	39
	Signature Page .....	41

**ARTICLE 1**  
**AGREEMENT/PURPOSE**

**Section 1.1.** This Agreement, entered into by the City of Huber Heights, Ohio, hereinafter referred to as the "Employer," and the Ohio Council 8, Local No. 101, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

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

This Agreement shall replace any existing Collective Bargaining Agreements between the parties.

**Section 1.2** This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

**Section 1.3** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Montgomery County Sheriff, the City of Manager, Mayor, or City Council of Huber Heights, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

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

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

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the

term "bargaining unit" shall be deemed to include those employees employed by the Employer in classifications listed as appropriate to the bargaining unit, as certified by the Ohio State Employment Relations Board in case number 84-RC-04-0521, dated September 19, 1985, and filed and served upon each party on September 20, 1985 including.

All public service employees of the City of Huber Heights including Street Maintenance Technician and Mechanic,

but excluding:

All clerical employees, all police and fire department employees, all professional, confidential, and management level employees, all supervisors, and all other employees excluded by the Act.

**Section 2.2.** The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

### **ARTICLE 3 DUES DEDUCTION**

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

**Section 3.2.** The Employer agrees to deduct Union membership dues once each pay period, not to exceed two (2) pay periods per month, from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designated representative. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the checkoff authorization; or (6) resignation by the employee from the Union.

**Section 3.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

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

**Section 3.7.** The rate at which dues are to be deducted shall be certified to the Finance Director by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in any individual's dues deductions.

**Section 3.8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Finance Director.

**Section 3.9. Authorization and Fair Share:** All employees in the bargaining units defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. 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. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify and save the City and its agents and employees harmless from any action growing out of deductions hereunder commenced by an employee or anyone else against the City or the City and the Union jointly.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City of Huber Heights designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

The City of Huber Heights will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deduction shall be made from the biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 3.10** AFSCME P.E.O.P.L.E: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to: AFSCME PEOPLE Department, 1625 L. Street, NW, Washington, D.C., 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than thirty (30) days following the end of the pay period in which the deduction is made.

## **ARTICLE 4 UNION REPRESENTATION**

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

**Section 4.2.** The Employer shall recognize one (1) employee to act as Union Steward for the purpose of processing grievances in accordance with the grievance procedure. The Chief Steward, or in his absence, a designated alternate Steward shall be recognized as representative as provided herein.

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

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

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

**Section 4.4.** The investigation and writing of grievances shall be on non-work time. All grievance hearings shall be scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing, nor shall such employee receive any compensation or benefits while attending such hearing during nonscheduled working hours. Investigation of safety related grievances which demand immediate attention may occur during work time.

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

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during on-duty hours except to the extent specifically authorized herein.
2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
3. The Union employee official (President, Vice President or Representative) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.
4. A Union employee abusing the rules of this Article is subject to disciplinary action.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**Section 5.1.** The Employer possesses the sole right to operate its department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following except as expressly limited by the terms and conditions set forth in this Agreement:

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

**Section 5.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights, responsibilities and functions of the Employer.

**Section 5.3.** Management shall notify the Union, in writing or at a labor/management meeting, of its intention to reorganize the department or to substantially modify the functions of any bargaining unit position prior to the reorganization or modification in order to allow the parties to discuss said action.

## **ARTICLE 6 NON-DISCRIMINATION**

**Section 6.1.** The Employer and the Union will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership or non-membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.

**Section 6.2.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, disability, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 6.3.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 7 LABOR/MANAGEMENT MEETINGS**

**Section 7.1.** In the interest of sound labor/management relations, once each month, or as otherwise mutually agreed to by the Union and the City, on a mutually agreeable day and time, or more frequently if requested by either Union or management, the Employer and/or its designee(s) shall meet with not more than six (6) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 7.2.** Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting listing the matters to be taken up in the meeting (or stating that the party has no specific items it plans to present for discussion), and the names of those representatives of each party who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.

- C. Discuss grievances which have not be processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.

**Section 7.3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

**Section 7.4.** Minutes of any labor/management meeting shall be typed by the City and approved by both parties within seven (7) working days.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section 8.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitutions.

**Section 8.2.** All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal or prejudice.

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement. The Employer recognizes the obligation to provide a timely answer as described in this Agreement.

**Section 8.3.** A grievance must be submitted to Step 1 of the formal grievance procedure within five (5) work days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than thirty (30) calendar days following the date of such facts, otherwise it will be considered not to have existed.

**Section 8.4.** All written grievances shall contain the following information:

1. Aggrieved employee's name and signature or in case of emergency, signature of Steward or alternate Steward;
2. Date grievance was first discussed with Superintendent;

3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred; and
6. Where grievance occurred.

**Section 8.5.** The following steps shall be followed in the process of a formal grievance:

Step 1: There shall be an earnest, honest effort to settle grievances promptly through oral discussions between the employee, his Steward, and his immediate supervisors. Any grievance which cannot be resolved through these discussions within five (5) work days of presentation may be submitted to Step 2 hereof within five (5) work days of the supervisor's verbal answer.

Step 2: If the grievant wishes to pursue an unresolved grievance to Step 2 of this grievance procedure, the grievance must be submitted in writing to the Street Superintendent or his designee within five (5) work days of the immediate supervisor's answer in Step 1 above. After receipt of the grievance, the Superintendent or his designated representative shall meet with the grievant and his Steward and may reply to the grievant in writing by the end of the fifth work day. If the grievant does not refer the grievance to the third step of the procedure within seven (7) work days after receipt of the decision rendered in the second step, it shall be considered to be satisfactorily resolved. If the City fails to reply within the above time limit, the grievance may be referred to the next step by the Union within five (5) work days.

Step 3: If the grievance is not resolved in Step 2, it may then be appealed by the staff representative to a hearing between the City Manager and/or his designated representative(s) and the aggrieved with his Union Steward or Chief Steward/Chapter Chairperson and staff representative. Within seven (7) work days, a mutually agreeable date shall be scheduled for said hearing. The City Manager or his designated representative will answer the grievance within seven (7) work days after the hearing. If the City fails to reply within the above time limit, the grievance may be referred to the next step by the Union within ten (10) work days.

STEP 4: Mediation: Any grievance that remains unsolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set for in Step 5 shall be stayed until the mediation process is completed.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference. The Employer and the Union may each have no more than three (3) additional representatives as participants in the mediation effort, unless otherwise mutually agreed to by the parties.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator.

If a settlement is not reached, the Union may proceed to arbitration. If mutually agreed, the parties may request the mediator to conduct the arbitration.

Step 5: Arbitration If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) work days from the date of final answer on such grievance under Step 3 in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within ten (10) work days after notification of a request to arbitrate to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) work day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The American Arbitration Association shall be jointly requested to submit a panel list of five (5) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Prior to striking names, either party may once reject a list and submit a request for another list from the AAA. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles of the Agreement. He may not modify or amend the Agreement.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- C. The decisions of the arbitrator shall be final and binding on the parties. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge, suspension or reduction in pay and position, the arbitrator shall have the authority to award modification of said discipline.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be

paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent that hearing hours are during normally scheduled working hours on the day of the hearing, nor shall such bargaining unit member receive any compensation or benefit for any portion of such hearing that occurs during nonscheduled working hours.

**Section 8.6.** The Union shall use a grievance form which shall provide the information outlined in Section 8.4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

## **ARTICLE 9 DISCIPLINE**

**Section 9.1.** The tenure of every employee who has completed his initial probationary period shall continue with good behavior and efficient service. No employee shall be reduced in position, suspended, discharged or otherwise disciplined except for just cause. An employee may not be disciplined for actions on his own personal time that do not reflect directly upon the Employer, or violate departmental standards of conduct. Forms of disciplinary action, but not necessarily the order or progression, are as follows:

- A. Level 1 Warning (equivalent to a Verbal Reprimand)
- B. Level 2 Warning (equivalent to a Written Reprimand)
- C. Level 3 Warning (equivalent to a 3 to 5 day suspension)
- D. Level 4 Warning (equivalent to a 10 day suspension)
- E. Discharge

Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

**Section 9.2.** Level 3 and Level 4 Warnings are considered "paper" suspensions. However, where previous warnings have been ineffective in altering the employee's behavior, the Employer may impose a time off suspension, not to exceed the days listed at the appropriate level. With the permission of the Superintendent, a suspended employee may forfeit paid vacation leave for all or part of the suspension.

**Section 9.3.** No employee will receive a Level 3 or 4 Warning or be discharged without first having had the opportunity for a pre-disciplinary hearing. Employee will be given a seventy-two

(72) hour advance notice of any pre-disciplinary hearing and a written outline of the charges which may be the basis for disciplinary action.

**Section 9.4.** Level 1 and 2 Warnings may be grieved up to the City Manager, but are not subject to the arbitration procedure. Level 3 and 4 Warnings, suspensions and discharge may be appealed through the grievance and arbitration procedure.

**Section 9.5.** Any time the Employer or any of its representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 9.6.** It is agreed that the disciplinary process will be initiated within twenty-five (25) days following knowledge by the department head of the events upon which the disciplinary action is based.

**Section 9.7.** Records of verbal and written reprimands shall cease to have force and effect one (1) year from the date of issuance, assuming no intervening discipline has occurred. Records of suspension shall cease to have force and effect two (2) years from the date of issuance, assuming no intervening discipline has occurred.

## **ARTICLE 10 PERSONNEL FILES**

**Section 10.1.** Each employee may inspect his official personnel file maintained by the Employer at any reasonable time, and shall upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

**Section 10.2.** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement or rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's official personnel file.

**Section 10.3.** Employees, upon request, will receive the exact copy of whatever is put in their personnel file from the Human Resources Director.

## **ARTICLE 11 PROBATIONARY PERIODS**

**Section 11.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to the grievance procedures.

## **ARTICLE 12 SENIORITY**

**Section 12.1.** "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

**Section 12.2.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Military Leave;
4. A layoff of three (3) year's duration or less; and,

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than three (3) years;
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of leave of absence;
6. A resignation
7. A promotion or reassignment to a management, supervisory or other position not included in the bargaining unit of a duration of one hundred eighty (180) days.

**Section 12.3.** The Employer shall post two (2) seniority lists, once every six (6) months, on the department bulletin board. One (1) list showing the continuous service of each employee within each respective classification of the Street Division, and one (1) list showing the continuous service of each employee with the City. One (1) copy of the seniority lists shall be furnished to the Union upon request.

**Section 12.4.** Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

## **ARTICLE 13 LAYOFF AND RECALL**

**Section 13.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to

implement any short-term layoff, lasting seventy-two (72) continuous hours or less, at least seven (7) days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 13.2.** Layoffs in the bargaining unit shall be in inverse order of seniority within the affected classification.

A. Such layoffs shall be implemented in the following order:

1. Temporary employees;
2. Probationary employees;
3. Permanent part-time employees;
4. Full-time regular employees.

B. Employees may displace the least senior employee in another classification provided the employee is presently qualified to perform the work.

Laid off full-time regular employees may displace permanent part-time employees if the full-time regular employees have greater seniority. No laid off permanent part-time employee may displace a full-time regular employee, regardless of seniority.

**Section 13.3.** Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense.

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

**Section 13.5.** The recalled employee shall have ten (10) work days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the employee's notification of intent to return to work in which to report for duty, unless a different date for returning to work is mutually agreed upon between the recalled employee and the Employer.

**Section 13.6.** For the purpose of Section 13.2 of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer in a position included within this bargaining unit.

## **ARTICLE 14 HEALTH AND SAFETY**

**Section 14.1.** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts his responsibility to provide safe working conditions, equipment, vehicles and working methods for his employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 14.2.** There shall be a Street Department Safety and Training Committee. The Committee shall hear safety complaints, make recommendations for the prevention of accidents, recommend safety and other training programs, and shall review all accident reports within the department recognizing that determining discipline and fault shall be management's responsibility. Two (2) representatives of the bargaining unit, along with two (2) management representatives shall be the members of the Safety Committee. A current list of who is on the Safety Committee will be posted on the department bulletin board. The two (2) Union members will be selected by the Union and will serve a one (1) year term on the Safety Committee. The Committee shall meet once each quarter on a mutually agreeable day and time or more frequently if requested by either Union or Management.

**Section 14.3.** Management will make a concerted effort to implement, in conjunction with Safety & Training Committee, as outlined in Section 14.2, any appropriate recommendations of the Committee as related to worker health and safety, including time aside each month for employee training opportunities.

## **ARTICLE 15 HOURS OF WORK AND OVERTIME**

**Section 15.1.** The work week for determining eligibility for overtime for bargaining unit employees shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. for Saturday.

**Section 15.2.** The standard number of work hours in a standard work day, and the standard working days in a standard work week for bargaining unit employed by the Employer shall be as described in Schedules A, B or C herein below, depending upon which schedule is in effect at any given time:

**Schedule A:** The standard work day for all bargaining unit employees shall consist of no more than eight (8) consecutive hours (excluding a thirty [30] minute meal period, but including two [2] on-site [15] minute breaks) within a twenty-four (24) hour 7:00 a.m. to 7:00 a.m. period. Employees may only work through their break with the approval of the Superintendent of Streets or a Street Foreman. The standard working days within a standard work week shall be Monday through Friday, 7:00 a.m. to 3:30 p.m.

**Schedule B:** The standard work day for all bargaining unit employees shall consist of no more than ten (10) consecutive hours (excluding a thirty [30] minute meal period, but including two [2] on-site fifteen [15] minute breaks) within a twenty-four (24) hour period. Employees may only work through their break with the approval of the Superintendent of Streets or a Street

Foreman. The standard working days within a standard work week shall be Monday through Thursday.

Schedule C: The standard work day for all bargaining unit employees shall consist of no more than ten (10) consecutive hours (excluding a thirty [30] minute meal period, but including two [2] on-site fifteen (15) minute breaks) within a twenty-four (24) hour period. Employees may only work through their break with the approval of the Superintendent of Streets or a Street Foreman. The standard working days within a standard work week shall be Tuesday through Friday.

**Section 15.3.** Employees required to work in excess of forty (40) hours in a standard work week shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) in the work week (overtime hours), up to a maximum of twenty-four (24) overtime hours. Employees required to work in excess of twenty-four (24) overtime hours in a two week pay period shall be compensated at the rate of two (2) times their regular hourly rate for all such overtime hours actually worked in excess of twenty-four (24). The work week ends at 11:59 p.m. on Saturday for purposes of these premium pay calculations, except for an employee working overtime beyond twenty-four (24) hours when a new two week pay period begins. In that event the employee shall continue to be paid at the rate of two times their regular hourly rate for all overtime work hours that are consecutive to the overtime hours beyond twenty-four (24) hours that he or she works when a new two week pay period begins. Such overtime hours shall not be counted again as overtime for purposes of premium pay for the following two week pay period. Under any of these schedules, bargaining unit employees may combine their breaks to their lunch period.

Employees required to work in excess of eight (8) overtime hours in a Schedule A work day, or in excess of six (6) overtime hours in a Schedule B or C work day, shall be compensated at the rate of two (2) times their regularly hourly rate for all such excess overtime hours actually worked in the work day, regardless of the total number of overtime hours they work in that work week. The work day ends at 11:59 p.m. each day for purposes of these premium pay calculations, except for an employee working overtime beyond eight (8) hours when a new work day begins. In that event the employee shall continue to be paid at the rate of two times their regular hourly rate for all overtime work hours that are consecutive to the overtime hours beyond eight (8) hours that he or she is working when a new work day begins. Such overtime hours shall not be counted again as overtime for purposes of premium pay.

- A. For the purpose of calculating an employee's eligibility for overtime compensation, time spent on approved paid leave or compensatory time off, and time spent on an approved legal holiday as defined in this Agreement, shall be counted as actual hours worked.
- B. There shall be no pyramiding of overtime or other premium pay. This shall include, but not be limited to the following examples:
  - 1. Double overtime paid for hours worked over eight (8) in a day shall not be counted in determining an employee's eligibility for double overtime in a two week period.

2. Only actual hours worked by employees when called-in (Article 17) shall be counted toward eligibility for double overtime.
- C. All overtime work must be approved by the Employer or his designee before the work is done, unless circumstances prohibit advance approval.
- D. The Employer reserves the right to make overtime payments by separate check.
- E. In lieu of receiving overtime premium pay, an employee may elect to receive compensatory time off. Compensatory time off will be scheduled with the approval of the Superintendent. Compensatory time off shall be granted on the basis of the overtime rate applicable for each overtime hour actually worked. Compensatory time off may be accumulated to a maximum of eighty (80) hours. An employee shall elect to be paid the overtime premium and/or receive compensatory time off at the time the overtime hours are actually worked.

**Section 15.4.** Overtime work periods shall include the following non-work intervals, depending upon the length of the overtime work period:

- A. One (1) fifteen (15) minute on-site break (paid) after the completion of the second, sixth, tenth and fourteenth consecutive hours of overtime work; and
- B. One (1) thirty (30) minute meal period (unpaid) after the completion of the fourth, eighth, and twelfth consecutive hours of overtime work.

**Section 15.5.** When the Employer has determined the operational need of the department requires the overtime be worked by an employee or employees (excluding overtime which abuts either end of an employee's shift, or overtime which requires a specific employee), and whenever practicable, the Employer shall distribute the overtime as equitably as possible among bargaining unit employees. The distribution of overtime opportunities under this Section is the responsibility of the Employer.

**Section 15.6.** Unless emergency conditions exist as set forth in Section 32.1, the working of overtime shall be voluntary on the part of the employee. However, the Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the Department require it. The Employer will notify employees of required overtime at least two (2) hours in advance on a scheduled work day and at least twelve (12) hours in advance on a nonscheduled work day. Mandatory scheduled overtime shall be at a two (2) hour minimum.

**Section 15.7.** When an employee is required to work outside in temperatures of twenty (20) degrees Fahrenheit or below, he will be reasonably permitted to periodically warm himself.

**Section 15.8.** Overtime will be awarded by classification, including the working supervisor on duty, except for emergencies, when all employees in that classification are utilized. Then all bargaining unit members will be utilized at the discretion of the employer regardless of classification.

**ARTICLE 16  
WAGES AND COMPENSATION**

**Section 16.1.** Effective at the beginning of the first pay period after June 28, 2011, hourly rates of pay for bargaining unit personnel shall be increased by 0%.

Maintenance Tech:

<u>Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$18.4860	\$19.9900	\$21.6241	\$23.4007	\$25.6625

<u>Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$20.9729	\$22.6902	\$24.5494	\$26.5390	\$27.8654

Effective at the beginning of the first pay period after June 28, 2012, hourly rates of pay for bargaining unit personnel shall be increased by 0%.

Maintenance Tech:

<u>Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$18.4860	\$19.9900	\$21.6241	\$23.4007	\$25.6625

<u>Rate</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$20.9729	\$22.6902	\$24.5494	\$26.5390	\$27.8654

**Section 16.2.** Notwithstanding the provisions of Article 34 of this Agreement, the Employer and the Union may reopen Section 16.1, only, of this Agreement for the purpose of negotiating wage rates to become effective June 28, 2013. This Agreement will be reopened for such purposes only if the Employer or Union actually delivers to the other, not later than April 27, 2013 written notice of intent to reopen **negotiations for wages only to become effective June 28, 2013.** **This agreement will be reopened for such purposes only if the Employer or Union actually delivers to the other, not later than March 27, 2012 written notice of intent to reopen negotiations for wages only to become effective June 28, 2013.**

**Section 16.3.** Employees on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service. Employees shall be advanced to the next step in their assigned pay range upon completion of the required length of service. Step advancements shall occur at the beginning of the pay period which include the employee's anniversary date of hire.

**Section 16.4.** The Employer will pick up one percent (1%) of employee's contribution to P.E.R.S.

**Section 16.5.** Effective throughout the life of this Agreement, the Employer shall shelter members' pension contribution.

## **ARTICLE 17 CALL-IN PAY**

**Section 17.1.** Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be credited with hours actually worked, but with not less than three (3) hours at one and on-half (1-1/2) times his hourly rate. When making employee call-ins under this article, and in determining the number of employees needed to perform the call-in work, the Employer shall give due consideration to the nature of the call-in work and to employee safety in the performance thereof.

The City will exercise good judgment in not requiring an employee to do unrelated, non-emergency “make work” activities in order to fill the three (3) hours minimum call-out period. An employee off on sick leave shall not be eligible to be called in for overtime until he has reported back to work or is on pre-approved sick leave which will end prior to the call-out.

**Section 17.2.** The minimum guarantee shall not be applicable to hours of work which are contiguous to the employee’s scheduled work shift.

## **ARTICLE 18 MEDICAL INSURANCE COVERAGE**

**Section 18.1.** The Employer shall provide to all bargaining unit employees who elect coverage health care through a qualified High Deductible Health Plan (“HDHP”) in conjunction with a Health Savings Account (“HSA”). Dental and vision insurance coverage shall be the same coverage provided to other groups of Huber Heights Municipal Employees.

**Section 18.2.** For the term of this Agreement, the Employer shall make available to bargaining unit employees, to the extent possible, a level of health care benefits substantially equivalent to the Anthem High Deductible Health Plan – Lumenos Option 8 (“Lumenos Option 8 Plan”) currently providing benefits to non-union employees. Substantially equivalent coverage shall mean that the coverage shall be similar to the extent that the carriers will be asked to quote on their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired.

**Section 18.3.** For each year covered by this Agreement, the Employer will pay the premium cost and will contribute 80% of the deductible for the HDHP for those bargaining unit employees who elect coverage. The participating Union member shall be responsible for the remaining 20% of the deductible.

For employees who either began working with the employer under the Collective Bargaining Agreement after the beginning of the year, or add a dependent for coverage during the calendar year, the employer will pay the premium cost and will contribute up to 80% of Anthem deductible expenses to the HDHP only in the event that the employee has to pay out of pocket for the deductible due to a medical claim, submitted to Anthem by the employee and/or any dependent.

**Section 18.4.** The Employer shall tender payments of its share of the deductibles to the Health Savings Accounts (“HSA”) of Union members who choose to participate in the HDHP, then in effect, on or on the first banking day following January 1, April 1, July 1, and October 1 for each year of this Agreement.

**Section 18.5.** In the event that a Union member or a member of his her family who is enrolled in and covered by the HDHP suffers an illness or injury for which the cost of medical attention exceeds the Employee Contribution paid to date, the Employer shall accelerate payments of the remaining deductible contributions for that calendar year to assist the Union member in paying for health care related expenses.

The Union member must submit to the Employer a written request for acceleration and provide documentation showing the costs of the illness or injury. Acceleration of the Employer’s payment of its portion of the deductible shall not be available for elective procedures, including surgery and/or outpatient treatments.

**Section 18.6.** The HSA accounts shall be set up with bank selected by the Employer. The Union members are solely responsible for any and all charges or fees assessed by the bank for the administration of and/or transactions involving each Union member’s HSA.

**Section 18.7.** The Employer agrees to deduct from each participating Union member’s biweekly paycheck the amount designated by that individual Union member through an authorization form to be provided by the Employer. These amounts shall be paid into the participating Union member’s HSA.

**Section 18.8.** The Union member is solely responsible for the management of his or her HSA. The Employer makes no representatives or promises regarding the operations of the HSA, the tax implications of the HSA or the maximum a Union member may contribute to the HSA.

**Section 18.9.** Except for paragraphs 18.6 and 18.8, all matters relating to the rights and obligations of the Employer and Union member as set forth herein shall be subject to the grievance procedure set forth in Article 8 of this Agreement. Matters regarding occurrences which follow the Employer’s deposit of its portion of the deductible and deposit of the Union member’s authorized pay deduction, if any, are beyond the control of the Employer, and, therefore, are not amenable to the grievance procedure.

**Section 18.10.** The Employer and the Union shall form a committee to meet and confer periodically regarding health care coverage. The committee will evaluate and agree upon recommended changes to the health care coverage of the bargaining unit. In the event that the committee is unable to reach an agreement on a recommendation for health care coverage, both parties shall immediately file a request for arbitration pursuant to the American Arbitration Association’s Expedited Labor Arbitration Rules to determine if the HDHP selected by the City is substantially equivalent to the Lumenos Option 8 Plan or the plan then in effect.

**Section 18.11.** Union members shall be responsible for a percentage of the premium payment for the plans providing vision and dental coverage according to the following schedule:

- A. Employees hired after January 1, 2003 shall pay fifteen percent (15%) of the premiums;
- B. Employees hired between January 1, 1994 and January 1, 2003 shall pay ten (10%) of the premiums; and
- C. Employees hired before January 1, 1994 shall pay five (5%) of the premiums.

**Section 18.12.** The insurance carriers and/or method of providing vision and dental Benefits referred to in this Article shall be solely at the discretion of the Employer.

**Section 18.13.** The Employer shall continue to offer an Employee Assistance Program designed to assist employees with personal problems that often interfere with their work.

**Section 18.14.** In the event that a Union member declines coverage under the HDHP then in effect, the Employer agrees that it will pay the non-participating employee two-thousand five hundred dollars (\$2,500.00), in lieu of providing health care coverage. Payments of six-hundred twenty-five dollars (\$625.00) shall be made to the employee quarterly, on the dates set forth in Section 18.4. Union members will not receive compensation should they choose not to participate in the City's vision or dental plans.

In order to qualify for this benefit, the employee must present proof satisfactory to the Employer that he or she is covered under a health care plan other than the HDHP provided by the Employer.

## **ARTICLE 19 HOLIDAYS**

**Section 19.1.** Employees shall receive holiday pay as defined below, for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24th (1/2 day)
Christmas Day	December 25th

In addition to the 9.5 holidays which are recognized by the City and on which City offices will be closed, employees will be afforded one (1) "floating holiday" to be taken during the calendar year. The floating holiday must be used during the calendar year and cannot be carried over to the next calendar year. Use of the floating holiday shall be subject to Section 19.2 below.

If any designated holiday falls on a Saturday, it shall be observed on the Friday immediately preceding. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following.

**Section 19.2.** For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay, provided they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday. Employees who work on a holiday shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all hours actually worked on the holiday, in addition to their holiday pay. Employees who work on Christmas Eve, Christmas Day, or New Year' Day shall receive two (2) times their regular hourly rate of pay for all hours actually worked on these holidays, in addition to their holiday pay.

**Section 19.3.** Employees on an approved vacation leave shall receive holiday pay. Employees on disciplinary suspensions or unpaid leaves of absence during a holiday shall not be paid holiday pay. Employees on sick leave on a holiday or the day immediately preceding or following a holiday shall not receive holiday pay unless the employee provides a written statement from a licensed medical physician stating the nature of the illness and that such illness required the employee to be absent from work.

**Section 19.4.** All bargaining unit employees shall receive two (2) personal days per year. Employees hired during a calendar year will receive a prorated amount of personal leave in this first calendar year of employment based on their date of hire. Personal leave shall be requested off as far in advance as possible, and shall be deducted in increments of one-half (1/2) hour (i.e., fifty minutes used will be rounded up to one hour, etc.) The granting of personal leave is subject to operational demands.

## **ARTICLE 20 SICK LEAVE**

**Section 20.1.** Full-time regular employees shall accrue sick leave credit at the rate of five (5) hours per pay period and permanent part-time employees shall accrue sick leave credit at the rate of five (5) hours per eighty (80) hours worked while in active pay status (e.g., during paid vacations, holidays, sick leave, injury leave, and compensatory time). Sick leave credit shall not accrue during any disciplinary suspension, layoff, unpaid Family Medical Leave or Workers' Compensation disability. Advance use of sick leave shall not be granted.

**Section 20.2.** An employee who transfers from another Ohio public agency or is reinstated by the Employer retains his sick leave balance, provided that the time between separation and re-appointment does not exceed ten (10) years.

**Section 20.3.** Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy related condition of the employee.

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

For the purpose of this Article, the definition of immediate family shall be: spouse, child, parent or parent-in-law, or dependents residing in the employee's household.

**Section 20.4.** In order for an employee to be paid while on sick leave, he shall submit a written statement requesting the leave, and the reason for such leave either prior to the leave or immediately upon return to work.

**Section 20.5.** The Employer may require a certificate from a medical practitioner which justifies use of sick leave for use of sick leave on more than three (3) occasions in a calendar year. Any use of sick leave which is justified by submission of a medical practitioner's certificate will not be considered as one of the three (3) occasions of use of sick leave. All absences of three (3) or more days in length require certification from a medical practitioner as to the nature of the illness or injury to justify the use of sick leave, unless waived by the Superintendent. If absence due to illness requires the attendance of a licensed practitioner, the Employer may require the employee to obtain a certificate from his medical practitioner to be submitted immediately upon return to work. Failure to present such as certificate or written signed statement to the Employer or his designee, may result in loss of pay for the time absent. Disciplinary action including discharge may be taken against an employee who falsifies any sick leave documentation.

Where sick leave in excess of two (2) days is requested to care for members of the immediate family, the Employer may require a medical practitioner's certificate to the effect that the presence of the employee was necessary to care for the ill member.

**Section 20.6.** An employee who is unable to work shall notify his immediate supervisor or designee within fifteen (15) minutes before but no later than fifteen (15) minutes after his scheduled work time on the first day of absence (unless extenuating circumstances prohibit) and each day of absence thereafter, unless other arrangements are made with the supervisor. Failure to comply with the notification requirements will result in the denial of sick leave for the period of the late call in and may result in disciplinary action.

An employee off on sick leave for his own illness or injury shall not be eligible for overtime unless he is on pre-approved sick leave which ends prior to the end of his shift or until he has reported back to work and worked a full regular shift.

**Section 20.7.** If illness or disability continues past the time covered by earned sick leave, the employee, at his option, may be granted use of earned vacation time and comp time. If the illness continues past the expiration of earned sick leave and vacation, comp time, and/or a personal leave for medical disability reasons, a disability leave may then be granted.

**Section 20.8.** When sick leave is used, it shall be deducted from the employee's credit on a basis of one (1) hour for every hour or part of an hour of absence from previously scheduled work.

**Section 20.9.** Compensation for sick leave used shall be equal to the employee's regular hourly rate of pay. Sick leave payment shall be made on the regularly scheduled pay days.

**Section 20.10.** If at the end of any given year, an employee has a balance of more than one thousand two hundred eighty five (1285) hours of accrued but unused sick leave, the hours in excess of one thousand two hundred eighty five (1285) will be converted into a cash payment. Each employee who has accumulated more than one thousand two hundred eighty five (1285) hours will be paid a sum equal to one hour worked, at his or her regularly straight time rate, for every three (3) hours accumulated in excess of one thousand two hundred eighty five (1285) hours.

Upon retirement, an employee's sick leave balance will be converted into a cash payment. Each employee will be paid according to the following schedule:

- A. For accumulated sick leave hours 1-357, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every four (4) hours of accumulated sick leave.
- B. For accumulated sick leave hours 358-714, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every three (3) hours of accumulated sick leave.
- C. For accumulated sick leave hours 715-1071, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of 1072, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hour of accumulated sick leave.

Upon an employee being granted a permanent and total disability from OP&F, that employee is eligible to receive a cash payment for unused sick leave hours according to the following schedule:

- A. For accumulated sick leave hours 1-357, the employees will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hour of accumulated sick leave.
- B. For accumulated sick leave hours 358-714, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every three (3) hours of accumulated sick leave.
- C. For accumulated sick leave hours 715-1071, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of 1072, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hour of accumulated sick leave.

**Section 20.11. Donated Sick Leave.**

- A. Eligibility. Any eligible employee may apply to the City Manager to receive donated sick leave, if the employee requesting such donated sick leave:
  - 1. Has a non-work related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks; and
  - 2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; and
  - 3. Has not been offered non-work related Transitional Duty; and
  - 4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.
- B. Procedure.
  - 1. An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the City Manager. Written documentation from a medical doctor of the employee's serious illness or injury must be attached to the request. The City Manager shall have the discretion to approve or deny such request. Copies shall be provided to the employee, **and** Human Resources.
  - 2. Upon approval of a request for sick leave donation, the City Manager shall complete the necessary form and forward copies of same to each City division.
  - 3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to the employee's division head, who shall provide a copy to Human Resources.
- C. Approval. Upon approval of an employee's request for donated sick leave, the City Manager shall:

1. Notify all City employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

D. Donating Sick Leave. An employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

1. Retains a sick leave balance of at least four hundred eighty (480) hours after deduction of the hours offered for donation; and
2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.

E. Terms and Conditions. The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation.
2. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave,
3. Sick leave shall be deducted from donating employees proportionally from all donated hours and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.
4. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. Sick leave accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.
5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two weeks pay. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.
6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.
7. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus, and
8. The City Manager shall ensure that no employee is forced or coerced into donating sick leave for a fellow employee. Donation shall be strictly voluntary.

No City employee shall directly solicit donations of sick leave from another employee other than by the posting of an approved form

**Section 20.12.** Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his own serious health condition;
2. To care for his spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption, or foster placement of a child.

The employee's paid sick leave must be exhausted if the absence qualifies for sick leave, and is included in the twelve (12) week total. The employee may use vacation, personal and compensatory time during the twelve (12) weeks.

The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. It is intended that the application of this section comply with the FMLA of 1993 and that the parties shall take such actions as to ensure compliance.

An employee who exhausts Family Medical Leave and/or injury leave shall be eligible for continued sick leave or disability leave.

## **ARTICLE 21 VACATIONS**

**Section 21.1.** Bargaining unit employees shall earn vacation leave according to their number of years of continuous service with the Employer in a position included within the bargaining unit as follows:

- A. Less than one year of service: No vacation, however, vacation time shall accumulate at a rate of 3.07 hours per pay period.
- B. One (1) year of service but less than five (5) years completed: Accumulation rate: 3.07 hours per pay period. Annual vacation earned; eighty (80) hours (ten [10] working days).
- C. Five (5) years of service but less than ten (10) years completed: Accumulation rate: 5.0 hours per pay period. Annual vacation earned: one hundred thirty (130) hours (sixteen and one-fourth [16.25] working days).

- D. Ten (10) years of service but less than fifteen (15) years completed: Accumulation rate: 6.15 hours per pay period. Annual vacation earned: one hundred sixty (160) hours (twenty [20] working days).
- E. Fifteen (15) years or more of service completed: Accumulation rate: 7.31 hours per pay period. Annual vacation earned: one hundred ninety (190) hours (twenty-four [24] working days).
- F. Twenty (20) years of service but less than twenty (20) completed: Accumulation rate: 8.64 hours per pay period. Annual vacation earned: approximately twenty-eight [28] working days.
- G. Twenty-five (25) years or more of service completed: Accumulation rate: 8.62 hours per pay period. Annual vacation earned: two hundred twenty-four (224) hours (twenty-eight [28] working days). Effective 1/1/07, the accumulation rate shall be 9.97 hours per period. Annual vacation earned: approximately thirty-two [32] working days.)

**Section 21.2.** Vacation credit accrues while an employee is in active pay status. Prorated vacation credit is given for any part of a pay period.

**Section 21.3.** Vacation shall generally be granted in eight (8) hour increments except that vacation requests made after February 1 may, with the approval of the Public Works Superintendent or his designee, be granted in minimum increments of one-half (1/2) hour (i.e., fifty minutes used will be rounded up to one hour, etc.) Requests for vacation shall be made in writing by the employee to the employee's immediate supervisor no less than seven (7) days prior to the date the requested vacation is to commence. Vacation requests with less than seven (7) days prior notice may be granted at the discretion of the Employer or his designee. Vacations shall be scheduled by the Employer or his designee in such a manner as to not interfere with the efficient operation of the division.

**Section 21.4.** Employees may request, during the month of January of each year, the dates for that vacation year (February 1 through January 31 of the following year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. An employee may request no more than two (2) weeks vacation for the vacation year prior to the February 1 closing date. After February 1, an employee may request to schedule his remaining vacation on a first come, first served basis
- B. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist. Where there are simultaneous requests, seniority shall prevail.
- C. Vacation requests for less than one (1) full work week, excluding weeks which include holidays, are honored solely on the basis of order of application.

D. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.

E. The vacation schedule will be posted by February 15 showing the approved vacations

**Section 21.5.** Employees may be allowed to carryover from calendar year to calendar year up to the amount of vacation hours accrued during the previously completed calendar year. Vacation amounts in excess of the above to an employee's credit, as of December 31, shall be automatically carried over to the following calendar year, but such excess vacation is to be used by March 31 of the following year. Any excess hours of vacation not used by March 31 of the following calendar year shall be forfeited, unless the employee is eligible to convert vacation to pay as described in Section 21.8. In such case, all excess vacation as of March 31 shall be converted to cash up to the conversion limits described in Section 21.8. Any amounts as of March 31 that are over the conversion limits shall be forfeited.

**Section 21.6.** Any employee who voluntarily resigns shall be paid for any earned but unused vacation leave providing the employee meets the following terms and conditions:

A. The employee must have had more than one (1) year of continuous service in the bargaining unit position prior to the resignation;

B. The employee must have given at least two (2) weeks written notice prior to the date of the resignation; and

C. The employee must have resigned in good standing with the Employer.

**Section 21.7.** In case of death of an active employee with more than one (1) year of continuous service with the Employer, the employee's earned but unused vacation will be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the fiduciary of the employee's estate.

**Section 21.8.** Employees who earn vacation at a rate of 5.0 hours per pay period may elect to receive payment for up to one (1) week of vacation in return for not using one (1) week of vacation. Employees who earn vacation at a rate of 6.15 hours or more per pay period may elect to receive payment for up to two (2) weeks of vacation in return for not using two (2) weeks of vacation. Payment under this Section shall only be in increments of eight (8) hours of vacation, is limited to three (3) payments annually, and shall be made at the employee's then current wage rate. Employees who elect to receive payment in lieu of vacation shall forfeit that vacation.

**Section 21.9.** All employees shall be entitled to credit for prior service as a regular full-time employee with any political subdivision of the State of Ohio for the purpose of computing years of service for vacation accrual.

**ARTICLE 22**  
**WAGE CONTINUATION**

**Section 22.1.** Reporting. Any employee injured on the job will file a written accident or injury report with the Public Works Superintendent or his designee within twenty-four (24) hours of the incident or as soon as the employee is physically able to do so. Failure without good cause of an employee to comply with this section may be grounds for the Employer to deny wage continuation or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file a claim with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the Employer for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

**Section 22.2** Wage Continuation. Any employee who is rendered temporarily totally disabled due to a physical injury suffered in the discharge or performance of official duties as an employee of the Employer shall be eligible for wage continuation. Wage continuation shall be available for up to seven hundred twenty (720) work hours per claim. These seven hundred twenty (720) work hours are fully paid by the Employer, and are in lieu of Temporary Total Disability (TT) benefits from the BWC. An employee who applies for wage continuation will apply to BWC for medical benefits only, and not lost income (TT) benefits. The employee may apply for lost income benefits toward the end of the wage continuation if it is known that the absence will continue beyond the paid wage continuation. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) hours provided at the time of the initial work connected injury date.

**Section 22.3.** Medical Evidence.

A. Any employee making claim for such compensation as provided for in this Article shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice. This examination will be restricted to areas limited to or affected by the injury. In the event that the physician finds that such employee is able to return to duty, the employee shall do so on the next scheduled work day or at any other time as scheduled by the Employer. Physical examinations required pursuant to this Article shall be at the Employer's expense.

B. An employee utilizing wage continuation shall be available for contact during the employee's regular shift hours unless otherwise authorized by the Public Works Superintendent in writing.

C. An employee who has suffered a compensable injury and has been released by their physician to work with restrictions shall be offered a Transitional Duty assignment by the Employer subject to the limitations set and approved by the employee's physician.

**ARTICLE 23  
FUNERAL LEAVE**

**Section 23.1.** Paid leave for three (3) days to attend the funeral of a member of the employee's immediate family shall be granted by the Street Superintendent. Proof of death and relationship of the deceased may be requested. For the purposes of this Article, the definition of immediate family shall be: current spouse, child, step-child, parent, child-in-law, parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, person in loco parentis or legal guardian, other family member residing in the employee's household and claimed as a tax exemption by the employee in the most recent tax year, and one significant other residing in the employee's household as approved by the City Manager.

**Section 23.2.** If additional time is necessary for an employee to attend the funeral of a member of his/her immediate family as defined in Section 34.1 above, an employee shall be entitled to use up to three (3) additional days of sick leave which may be used in conjunction with three (3) days of funeral leave.

**ARTICLE 24  
COURT LEAVE**

**Section 24.1.** The Employer shall grant required leave with full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours of his work shift. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to, criminal or traffic charges against the employee, domestic relations matters to which the employee is a party, appearing as directed with a juvenile, etc. These absences would be leave without pay, compensatory time, personal leave, or vacation leave at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

**ARTICLE 25  
MILITARY LEAVE**

**Section 25.1.** All bargaining unit members of the Ohio National Guard, the Ohio Organized Military or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties – without loss of pay for such time as they are in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year from January 1 through December 31. The member is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty.

There is no requirement that the service be in one (1) continuous period of time. Bargaining unit members who are members of those components listed above will be granted emergency leave from mob control, riot control, flood, civil defense or similar duties when so ordered by the governor to assist civil authorities. Such leave will be paid provided it does not exceed the maximum hours of military leave provided above. The leave will cover the official period of the emergency.

**Section 25.2** Employees who are called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars

No permanent public employee shall receive payments under division (B) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under (A) of this section.

**Section 25.3** Employees who are drafted or called for active duty with the Armed Forces of the United State or one of its reserve components shall in accordance with existing laws be entitled to re-employment after separation or discharge under honorable conditions from such service. The employee must be physically and mentally able to do the work required and must report for work within ninety (90) days of discharge. The Employee shall be re-employed in the same position or a similar position to the one held at the time of entry into the Armed Forces. The employee will enjoy seniority and benefits of that seniority that would be due as though he had been actively on the payroll. However, while on extended leave the employee shall not be entitled to benefits of employment, such as, sick, vacation, personal leave days or group health and life insurance an other such coverage.

**Section 25.4** An employee shall be granted permission to be absent from work in order to receive a physical examinations for compulsory military service in the Armed Forces in the United States. The employee shall be entitled to use paid sick leave for the purpose during such absence for a period not to exceed three (3) days.

Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day paid sick leave for that physical.

**ARTICLE 26**  
**UNPAID LEAVES OF ABSENCE**

**Section 26.1.** Employees may be granted the following types of unpaid leaves of absence:

- A. Personal Leave The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee including medical disability. Such a leave may not be renewed or extended beyond an additional three (3) months.
- B. Disability Leave A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed nine (9) months may be granted when the disability continues beyond accumulated sick leave and/or vacation leave rights or beyond the period of a personal leave for medical reasons, provided the employee furnishes satisfactory medical proof of such disability along with his written request, and is:
1. Hospitalized or institutionalized;
  2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
  3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by his attending physician certifying the employee is able to return to work.

- C. Employer Required Disability Leave The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of his position. An employee found to be physically or mentally unable to perform the essential functions by such physician shall be placed on Disability Leave as described in Paragraph B above.

**Section 26.2.** Granting of Unpaid Leaves of Absence

1. The authorization of an unpaid leave of absence is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any unpaid leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty

(30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

3. Upon completion of an unpaid leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority credit for the period of leave.
- 5.

## **ARTICLE 27 EDUCATION AND TRAINING**

**Section 27.1** Each full-time non-probationary employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition only in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. Only courses that are part of a post-secondary degree directly related to the employee's current employment position are eligible for reimbursement hereunder. To claim reimbursement the employee must complete an application on a form provide by the Employer and receive approval from the City Manager for the course of study in advance. Each class taken must also be approved in advance. All courses must be taken during non-work hours. The Employer shall not reimburse fees for any course for which the employee received a scholarship, grant or subsidy to the extent of such aid.
- B. All courses must be taken at an accredited college or university pursuant to and part of an established program leading to either an Associate's or a Bachelor's degree.
- C. For classes taken in pursuit of an Associate's degree, the Employer shall reimburse at the rate of thirty six dollars and eighty five cents (\$36.85) per credit hour, or the actual cost, whichever is less. For classes taken in pursuit of a Bachelor's degree, the Employer shall reimburse at the rate of one hundred forty seven dollars and eighty cents (\$147.80) per credit hour, or the actual cost, whichever is less. These rates shall increase at the same percentage rate as the employee's wage rate increases.
- D. Upon completion of an eligible course the employee shall promptly submit to the Employer a copy of the course grade report and a receipt issued by the college or university setting forth the cost of tuition.

- E. Reimbursement shall be one hundred percent (100%) for an “A” or equivalent, ninety percent (90%) for a “B” or equivalent and eighty percent (80%) for a “C” or equivalent.
- F. No reimbursement will be granted for books, papers, supplies, transportation, meals or any other expense connected with any course except the cost of tuition.
- G. Employees will be expected to repay the Employer any tuition reimbursement received in the prior four (4) years on a pro-rated basis if they voluntarily leave employment as follows:

During the first (1 <sup>st</sup> ) year	100%
During the second (2 <sup>nd</sup> ) year	75%
During the third (3 <sup>rd</sup> ) year	50%
During the fourth (4 <sup>th</sup> ) year	25%

Time will begin upon date of reimbursement.

- H. In the event of a permanent lay-off, disability retirement or death the employee will not be required to reimburse the Employer for tuition assistance.

## ARTICLE 28 EQUIPMENT/CLOTHING

**Section 28.1.** The Employer shall supply at no cost to the employees all protective equipment and uniforms required by the Employer, as listed below, in quantities specified by the Employer. Replacement of initially issued items shall be on an as-needed basis.

- Insulated coveralls in **the first year of the contract no later than March 1, which must be Carharts, up to \$150.00**
- Uniform pants – **11 per employee**
- Uniform shirts (for Maintenance Mechanics only) – **11 per Mechanic**
- Eye and ear safety wear
- Gloves (not to exceed 5 pair per year)
- Rain gear
- Prescription safety glasses (not to exceed 1 pair per contract and provided they are deemed necessary by a certified physician for the employee to perform his/her job safely). Safety glasses will be replaced as needed due to breakage as long as the breakage occurred on the job and not through negligence of the employee.
- One insulated Carhart coat per the term of the contract, **payable the first year of the contract no later than March 1, 2009, up to \$150.00.**

**Section 28.2.** The Employer will provide a purchase order number for **two hundred dollars (\$200)** toward the purchase of work boots by each employee for each year of this Agreement. The employee must purchase a pair of leather boots from a vendor approved by the Employer. Employees will not receive any reimbursement for boots purchased at a vendor not approved by the Employer. It is understood that in the event the cost of the boots is under **two hundred dollars (\$200)**, the employee will not receive the difference between the cost of the boots and the **two hundred dollars (\$200)**.

**Section 28.3.** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer prior to the issuance of any final compensation to the employee. All damage to and any loss (including thefts) of issued items shall be reported by the employee to the Street Superintendent or his designee as soon as the employee becomes aware of the damage or loss. Any issued item which is lost by an employee or damaged or stolen due, in part, to the employee's own negligence in reasonably using and/or securing same, shall either be replaced or paid for at current market value by the employee, at the employee's option. Any issued item which is damaged or stolen from an employee through no fault of his own, or which is lost or damaged by the Employer or the agent it contracts with to clean and maintain issued items, shall not be the responsibility of the employee provided such damage or loss is reported to the Street Superintendent or his designee as required hereinabove.

**Section 28.4.** If so requested by the employee, the Employer shall reimburse an employee in the classification of Mechanic for the theft of or damage to his personally owned tools if such loss is incurred in the performance of his job duties; provided, however, that such loss must be reported to the Street Superintendent or his designee as soon as the employee becomes aware of it, and that such loss is not the result, in part, of the employee's own negligence in reasonably using and/or securing the subject tool(s). After reimbursement is requested by the employee and approved by the Employer, it shall be made by the Employer upon the employee's presentation to the Street Superintendent or his designee, of a receipt showing that the employee has purchased the appropriate replacement tool(s).

## **ARTICLE 29 EXPENSES**

**Section 29.1.** When an employee is required or authorized by the Employer to travel on official business, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to established limits and rates, upon presentation to the Employer of receipts showing the employee's payment for same.

**Section 29.2.** When an employee is required or authorized by the Employer to travel on official business and to drive his own automobile, the Employer shall reimburse the employee for all miles actually driven for official business by the employee in his automobile at the rate consistent with established City rate per mile as it may change during this Agreement.

**Section 29.3.** When an employee is required to attend training related to his/her job responsibilities, and such training continues beyond that employee's regular work hours, the employee shall be paid at the overtime rate.

### **ARTICLE 30 SEVERANCE PAY**

**Section 30.1.** An employee who leaves the employ of the Employer shall receive pay for all hours worked but unpaid, all hours credited but unpaid, and pay for unused vacation, compensatory time, and sick leave conversion in accordance with the terms of this agreement.

**Section 30.2.** In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the employee's estate, if no beneficiary is named, in accordance with the terms of this Agreement.

### **ARTICLE 31 NO STRIKE/NO LOCKOUT**

**Section 31.1.** The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 30.1 (A) of this Article.

**Section 31.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 30.1 (A) of this Article is/are subject to disciplinary action, up to and including discharge by the Employer.

**Section 31.3.** In the event of any violation of Section 30.1 (A) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.

**Section 31.4.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**ARTICLE 32  
SUBCONTRACTING**

**Section 32.1.** There shall be no limitation on subcontracting as long as subcontracting does not result in the layoff of bargaining unit members employed as of January 1, 2004.

**ARTICLE 33  
WORKING SUPERVISORS**

**Section 33.1.** Non-union department supervisors will be allowed to perform bargaining unit work which will not cause layoffs or reductions in the bargaining unit. It is recognized that the primary responsibilities of the supervisors are to oversee all projects and jobs in the department. However, it is important that they be considered working supervisors to perform, on an as needed basis, work that is required to supplement or assist Bargaining Unit personnel in the completion of job tasks. It is understood that the performance of Bargaining Unit work by supervisors shall generally be for the purpose of supplementing or assisting Bargaining Unit personnel.

Some illustrative examples of a supervisor supplementing or assisting Bargaining Unit personnel are:

1. Filling in for employees who leave work because of an illness or injury.
2. Assisting employees in the completion of a job duty when the employees are short handed. Additionally, both parties understand it is important for supervisors to be able to utilize their common sense and management rights to assist and help the Street Department operate in the most cost-effective and efficient manner possible.

**Section 33.2.** It is further agreed by the parties that except in emergency situations or to supplement and/or assist Bargaining Unit personnel, supervisors will not be used on overtime hours to exclusively perform Bargaining Unit work, unless no Bargaining Unit personnel are available to work the overtime. When it is necessary to perform work on a call out basis, Bargaining Unit employees will be utilized to perform the primary work of the call-out.

**ARTICLE 34  
DURATION**

**Section 34.1.** Except as provided in Article 16 of this Agreement, this Agreement shall be effective as of June 28, 2011 and shall remain in full force and effect through midnight, June 27, 2014.

**Section 34.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this

Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 34.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURES**

In Witness Whereof, the parties have hereunto signed by their authorized representatives this 28 day of JUNE, 2011.

For the City of Huber Heights:

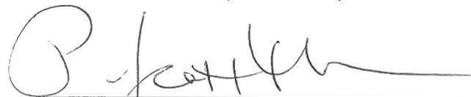
  
\_\_\_\_\_  
Gary Adams  
City Manager

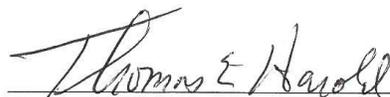
  
\_\_\_\_\_  
James Borland  
Director of Public Safety

  
\_\_\_\_\_  
Kathryn Knisley  
Human Resources Manager

  
\_\_\_\_\_  
Luke Swift  
Public Works Manager

For Ohio Council 8, Local 101, AFSCME:

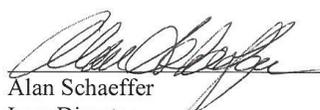
  
\_\_\_\_\_  
P. Scott Thomasson  
Staff Representative

  
\_\_\_\_\_  
Thomas Harold  
Chair, Bargaining Committee

  
\_\_\_\_\_  
Tim Lampert  
Bargaining Committee Member

  
\_\_\_\_\_  
Mark Griffith  
Bargaining Committee Member

Approved As To Form:

  
\_\_\_\_\_  
Alan Schaeffer  
Law Director

Approved and ratified by the Council of the City of Huber Heights, Ohio on this 27 day of JUNE, 2011.

Resolution Number: 2011 -R- 5477.