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AGREEMENT
BETWEEN
THE CITY OF BEAVERCREEK
AND
THE COMMUNICATIONS WORKERS OF AMERICA/AFL-CIO

SERB CASE NUMBER
11-MED-09-1091

January 1, 2012
To
December 31, 2014

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AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2012, by and between the City of Beavercreek, (“City” or “Employer”) and the Communications Workers of America/AFL-CIO (“CWA” or “Union”).

WHEREAS, the Union is the certified exclusive bargaining agent for the Employees of the City’s Public Works Department, Finance, Planning, Administration, and Parks, Recreation and Culture Department included in the Bargaining Unit described below, and

WHEREAS, this Agreement incorporates the agreement reached between the City and the Union concerning wages, hours, terms and other conditions of employment for Employees (“Employees”) included in the Bargaining Units described below and reduces said Agreement to writing as required by Section 4117.09, of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 BARGAINING UNIT RECOGNITION

Section 1. Exclusive Bargaining Representative. The City recognizes the Union as the sole and exclusive bargaining representative for the Bargaining Unit Employees (as that term is hereinafter defined) of the following City Departments – Public Administrative Services, Finance Administrative Services, Planning, and Administration for the purposes of collective bargaining with respect to wages, hours, terms and other conditions of employment of Employees included in the Bargaining Unit.

The Employer recognizes the CWA as the sole and exclusive representative for all full-time Employees of the Employer in the two certified bargaining units defined as follows:

Included:

- A. Tech Unit. Account Clerk, Support Clerk/Receptionist, Cable Communications Coordinator, Administrative Clerk, Construction Inspector (Engineering Division), Computer Systems Coordinator, Secretary (Public Administrative Services-Engineering Division), Zoning Administrator, Code Enforcement Officer, Secretary (Planning and Zoning), Senior Center Coordinator, Secretary (Parks & Recreation), Secretary (Public Works - Public Service Division), Secretary (Senior Center), Front Desk Clerk (Senior Center), Planning Technician, Planning Clerk, Engineering Technician, Operations Coordinator, Engineering Computer Systems Coordinator, and Financial Specialist.
- B. Maintenance Unit. Maintenance Service Worker I, Maintenance Service Worker II, Park Service Worker I, Park Service Worker II, Cemetery Service Worker I, Cemetery Service Worker II, Traffic Service Worker I, Traffic Safety Technician, Traffic Signal Technician, Equipment Operator, Mechanic I, Mechanic II, Head Mechanic, Section Leader, Building Attendant, Building and Grounds Technician, and Building Attendant I.

Excluded: All other employees of the City of Beavercreek and regular part time employees normally scheduled to work 32 hours or less except for those noted in the Memorandum of Understanding (Exhibit C).

Whenever the word "Employee" or "Bargaining Unit Member" is used in this Agreement, it shall be deemed to mean the Employees in the Bargaining Unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

Section 2. In the event the City elects to change the title of a job classification listed above, and the duties of the Employee in such new job classification remain substantially the same as they were under the old job classification, such new job classification will continue to be included in the Bargaining Unit.

The City will maintain all job descriptions for the positions in the Bargaining Units referred to in Article 1, Section I A and B in a data base available to the union as read only files. In the event the City needs to modify the job description those changes shall be presented and reviewed with the Union before implementation.

Section 3. Excluded from the Bargaining Unit described above are all other employees of the City, including all management and supervisory employees as defined by the State Employment Relations Act.

Section 4. Within fifteen (15) days of the delivery of notice by the City to the local Union by registered mail, or by hand delivery, of the City's intention to create any new job classification within the following City Departments - Public Administrative Services, Financial Administrative Services, Planning, Administration, the City Manager or his designee and the local Union President or his designee shall meet for the purpose of discussing the appropriateness of the inclusion of any such new job classifications in the Bargaining Unit. If the City Manager or his designee and the local Union President or his designee agree on the issue of including any new job classification in the Bargaining Unit, the City and the Union shall discuss the pay rate for such new job classification.

If the City Manager or his designee and the local Union President or his designee are unable to agree on the question of whether any such new job classification should be included in the Bargaining Unit within twenty (20) days following the date of the meeting referred to above, the Union shall have the right to petition SERB for a determination of the issue thus presented.

Any notice required or permitted to be given to the local Union under the provisions of this Article 1 shall be deemed given on the date of the postmark. Or, if hand delivered, such notice shall be deemed given when dated and signed by authorized representatives of both parties.

ARTICLE 2 UNION RECOGNITION

Section 1. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. During such visitation, the non-employee representative may be accompanied by a representative selected by the City.

Section 2. The Employer shall recognize up to four (4) employees, including the Chief Steward, to act as union stewards for purposes of representation as specifically outlined in this Agreement. The City agrees to recognize a designated representative of the Union, with reasonable advanced notice, to act in

the capacity of a steward for the purpose of representation. The City shall not provide time without loss of pay to any representative of the Union who is not an employee of the City.

Section 3. The writing and investigating of grievances shall be on non-work time. Time spent by union stewards attending disciplinary hearings or grievance hearings which occur during regular work hours shall be considered time worked and shall be paid as such.

Section 4. The Union shall provide the Employer an official roster of its local officers, assigned union representatives and stewards, which is to be kept current at all times by the union and shall include the following:

1. Name;
2. Union position held; and
3. Work address and phone number of non-employee representatives.

No Employee shall be recognized as a Union representative until the union has presented the Employer with written notice of that person's selection. Authorized representatives may represent the Union and any affected Employee in connection with any disciplinary hearings at which the Employee requests the attendance of a Union representative, or in connection with any grievance meeting, however, no more than two (2) representatives shall attend any such meeting at any one time.

Section 5. The Union agrees that no representatives of the Union, either Employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of Employees.

Section 6. Bulletin Board. The City agrees to allow the Union to install a bulletin board at the City Building and Service Garage, not to exceed 16 square feet, for the exclusive use of the Union in a mutually agreeable location. The Union will replace the bulletin board as needed.

The Union agrees to post only materials pertaining to the Union and its activities; (i.e., Union elections, meetings, notices of Union social and recreational events). The Union agrees not to permit posting of materials of a derogatory nature regarding the City and/or its personnel. The Union agrees not to post any materials pertaining to political elections and/or candidates. The City reserves the right to remove non-conforming material from the bulletin board, provided that the Local Union President has first been consulted regarding the issue.

ARTICLE 3 NON-DISCRIMINATION

Section 1. The City, the Union, and Employees agree that they will not discriminate against any Employee or prospective Employee because of race, color, religion, gender, national origin, age, disability, genetic information, marital status, veteran status, or other protected group status.

Section 2. There shall be no discrimination by the Employer or the Union against an Employee on the basis of such Employee's membership or non-membership in the Union.

Section 3. The use of the masculine gender in any reference in this Agreement shall be interpreted as including both genders and not as a limitation according to sex except where the context clearly indicates to the contrary.

Section 4. The City and the Union recognize it is in the best interest of both parties, the Employees, and the public that all dealings between them continue to be characterized by mutual respect and responsibility.

ARTICLE 4 LABOR-MANAGEMENT COMMITTEE

Section 1. Establishment of Committee. The City and the Union shall jointly assist in establishing a single Labor-Management Committee which shall consist of four (4) members. Two (2) of the members shall be appointed by the Union and two (2) of the members shall be appointed by the City. Each member of the Committee shall serve at the pleasure of the party appointing him or her and may be replaced by the party appointing him or her from time to time upon providing written notice to the other party. The Committee may establish its own rules of procedure and shall meet from time to time, not more frequently than once every three (3) months unless the members of the committee otherwise mutually agree. Subject to the limitation on number of meetings above, the meetings of the Committee shall be held at mutually agreeable times and places within a reasonable time following a request submitted by either the Union or the City.

Section 2. Meetings. The Committee shall meet for the purpose of discussing, subject to the provisions and limitations of this Agreement, problems of mutual concern. The party requesting the meeting shall furnish a detailed agenda of ideas or issues to be discussed at least five (5) working days before the meeting. Nothing contained in this Article shall be construed or interpreted to be a waiver on the part of the City of any of the rights reserved to it under the provisions of this Agreement.

Section 3. Power to Amend. The Committee shall not have the authority or power to amend, modify or otherwise change any provisions of this Agreement.

ARTICLE 5 SAFETY

Section 1. Union Compliance. The City and the Union agree that safety of the Employees is of mutual concern to both parties. The Union and all Employees shall cooperate with the City in abiding by all applicable safety laws and regulations issued by any appropriate governmental body and in abiding by all reasonable safety rules and practices issued by the City to maintain a safe, healthful work place.

Section 2. City Compliance. The City shall comply with all lawful safety laws or regulations issued by any appropriate governmental body or agency having jurisdiction over the City.

Section 3. Membership, Meetings. The City shall recognize a Safety Committee to include up to five (5) Employees selected by the Union who are representative of the various departments in the bargaining units. The Safety Committee shall meet quarterly or as mutually agreed with the Director, Superintendent and/or City safety representative to recommend safety policies or practices consistent with safety laws and regulations issued by appropriate governmental bodies or agencies.

Section 4. Employees shall immediately report any unsafe conditions to their supervisor. If the supervisor fails to take reasonable action to correct any such legitimate safety concerns reported by an Employee, the Union and the Director and/or Superintendent shall meet for the purpose of discussing and resolving any such legitimate safety concerns as may be raised by an Employee under the provisions of this Article.

Section 5. The City recognizes that some Employees are required to work in adverse weather conditions and in emergencies, and will endeavor to implement a "Heat Stress Prevention Program" through the Safety Committee.

ARTICLE 6 UNION RIGHTS

Section 1. During the period this Agreement remains in effect, Employees who are delegates or alternates to any union conferences, conventions, or training sessions shall be permitted (with reasonable advance notice) time off work without pay for up to five (5) days (total for all Employees) per year which can be increased with mutual agreement of the parties.

The time off work for such conferences, conventions, or training sessions shall be recorded as excused absence. The Employee will continue to accrue seniority, sick leave, and vacation.

Section 2. During the period this Agreement remains in effect, authorized representatives of the Union shall be permitted time off without pay for up to two hundred and fifty (250) hours with reasonable advance notice (total for all employees per year) to conduct business of the Union, provided no more than two (2) of the Union designated Employees shall be off at the same time without mutual agreement of the parties.

The time off work for such authorized Union business shall be recorded as excused absence, the Employee will continue to accrue seniority, sick leave, and vacation.

Section 3. The Union shall be entitled to four (4) Employees as members of its bargaining team with the Employer. Should the parties determine, by mutual consent, to conduct bargaining sessions during working hours, such Employees will be provided release time without loss of pay. Should such negotiations take place outside of normal working hours, no compensation shall be due.

Such Union bargaining team members will be entitled to up to 25 hours per member of release time without pay for the purpose of negotiations, planning and preparation, subject to the approval of the Department Manager. If contract negotiations continue beyond the expiration of the current agreement additional time may be utilized from the amount specified in section 2 above.

Section 4. During the period of this Agreement, and upon obtaining the prior approval of the Director, the Union may use the Public Services Facility to conduct union business after working hours.

ARTICLE 7 MAINTENANCE OF DUES AND FAIR SHARE FEES

Section 1. Collection Through Payroll. The City will deduct regular monthly dues from the pay of Employees who are members of the Union upon the City's receipt of individually signed authorizations. Dues or fair share fee deductions will be on a bi-weekly 24 period annual basis.

Section 2. First Deduction, Cancel Deduction. The first deduction will be made as soon as practical thereafter; but in no event later than the first paycheck of such Employee due fifteen (15) days following the City's receipt of such dues deduction authorization. Employees who wish to terminate their membership in the Union may do so by providing written notice to the Local Union Hall. The deduction

of Union dues from a particular Employee's paycheck shall terminate and fair share representative fee's shall commence immediately following the City's receipt of written notice from such Employee to cancel the deduction of monthly Union dues as a result of non-membership in the union.

Section 3. Change in Rate Amount. The rate or amount of the dues deduction for Employees executing the authorization card may be changed by the Union notifying the City in writing of the dues change. Such notice shall include the old dues deduction amount and the new dues deduction amount. Following the City's receipt of the written notice from the Union, such changes in the dues deduction amount shall be deducted from the authorizing Employee's paycheck of the first month following the date of the City's receipt of such written notice and shall continue to be deducted from such Employee's paychecks thereafter until canceled by the Employee.

Section 4. Monthly Dues and Fair Share Fee Deduction. The City will provide the Union with a list of all Employees and their dues or fair share fee deduction once each month.

Section 5. The City shall forward dues and fair share fee deductions to the Secretary-Treasurer of the National Union at the address specified in a written notice delivered to the City by the Union by the end of the first week immediately following the month deductions are made from the Employee's paychecks.

Section 6. Fair Share Fee. Any newly hired bargaining unit employee who has served thirty (30) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, as a condition of continuing employment, tender to the Union a representation service fee through the City's payroll deduction, subject to the conditions and requirements of Chapter 4117 of the Ohio Revised Code. The first deduction will be made as soon as practical thereafter; but in no event later than the second paycheck of such Employee. The amount shall not exceed the dues paid by similarly situated members of the Union who are in the bargaining unit. The Union shall provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When the employee enters the bargaining unit for any reason, the Employer shall notify the employee of this article and provide the employee the appropriate deduction forms. Fair share fee deductions shall be tendered to the Union after thirty (30) days of service.

The Union represents to the City that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio. Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

Section 7. Hold Harmless. The Union shall indemnify and save the City harmless against any and all claims, damages, demands, suits, costs, fees, charges of any kind or other forms of liability sought to be imposed against the City on account of or in connection with the dues deduction procedure described in this Article 7 or any changes in dues deduction of which the City receives written notice from the Union as specified herein.

ARTICLE 8
SENIORITY

Section 1. Definition. Seniority is defined as the length of continuous employment with the City from the Employee's last starting date of employment in the bargaining unit referred to in the Recognition Article of this Agreement.

Section 2. Part-Time Employees. Only regular part-time Employees hired prior to 1/1/09, will earn seniority prorated on the number of hours worked per year. (A regular full-time year is based on 2080 hours. Thus a regular part-time Employee who has worked 1040 hours will be credited with six (6) months seniority.)

Section 3. Introductory Period. New employees serving an introductory period shall have no seniority rights provided under the terms of this Agreement. Upon completion of the introductory period, Employees shall be placed on a seniority list with seniority dated from the Employee's most recent date of hire.

Section 4. Loss of Seniority:

An Employee's seniority shall be lost when he or she:

- (a) terminates voluntarily;
- (b) is discharged for cause;
- (c) is laid off for a period of more than twelve (12) months if the Employee has less than 5 calendar years' seniority; or is laid off for a period of more than twenty-four (24) months if the Employee has more than 5 calendar years seniority;
- (d) fails to notify the Employer of his intent to return to work on a recall from layoff, as defined in Article 9 Section 2 (b).

Adjustments to seniority rights may be made for the following:

- (a) Exceeds an official leave of absence
- (b) is placed on unpaid administrative leave
- (c) For unauthorized time off without pay exceeding fourteen (14) calendar days. (Employee is absent from duty without authorized leave and/or approval of the City Manager)

Section 5. Application:

- (a) Promotions to jobs included under this Agreement will be based upon consideration of seniority, ability, qualifications, written or equipment operating efficiency testing (if applicable), the ability to obtain within the introductory period, any certifications that may be required and performance/employment history of Employees/Applicants. If the choice rests between two (2) or more Employees or applicants where the above factors are substantially equal, seniority or experience may govern the selection. Decisions made under this paragraph are not arbitration provisions of this Agreement. However, such

decisions may be grieved up to, but not beyond, Step 3 of the Grievance Procedure of this Agreement.

- b) Seniority shall also apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer and this Agreement.

Section 6. Seniority Bonus. A Seniority Bonus in the following specified amounts shall be paid once a year on the anniversary of a given Employee's date of hire to each full time Employee who has completed the following continuous years of seniority:

1 st day of the 8 th year through 10 years of service	\$300
1 st day of the 11 th year through 15 years of service	\$400
1 st day of the 16 th year through 20 years of service	\$500
1 st day of the 21 st year through 25 years of service	\$600
1 st day of the 26 th year of service and beyond	\$700

Employees hired after 3/1/09 will not be eligible for the above mentioned seniority bonus.

ARTICLE 9 LAYOFF AND RECALL

Section 1. Layoff.

- A. Determination of Layoff. Whenever there is a lack of work, elimination of a job classification or lack of funds requiring a reduction in the number of employees of the City, the City Manager shall determine the classifications of employment in which such reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager according to seniority.
- B. Order of Layoff. Within each affected classification, all temporary seasonal employees shall be laid off before introductory employees, and all introductory employees shall be laid off before regular part-time bargaining unit Employees, and regular part-time bargaining unit employees before full-time bargaining unit employees.
- C. List of Affected Employees. A list shall be prepared identifying the classification(s) affected by the layoff with the name(s) of the affected Employees or bargaining unit employee(s) and their date of hire. A copy of this layoff list shall be provided to the local Union by registered mail.
- D. Bump To Lower Classification. When a bargaining unit Employee is removed from his classification due to a reduction in the work force, he/she shall be permitted to displace a bargaining unit Employee in an equal or lower paying job classification if the laid off employee

has greater seniority than the Employee who he/she displaces, and the skills and the ability to do the job required.

Section 2. Recall.

- A. Reverse Order of Layoff, Change of Address. Recall of Employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be issued by the City to the last known address of the Employee by simultaneously mailing such notice of recall by certified mail, return receipt requested and by ordinary mail. It shall be the responsibility of each Employee to notify the City of any change of address for such Employee. The City shall not be liable for the failure of any Employee to receive notification of recall if such notice is properly addressed and mailed to the last known address of the Employee involved with sufficient postage affixed. A copy of such notice shall be sent to the local Union by registered mail.
- B. Response to Recall. Employees will be allowed ten (10) working days from the date such notice of recall is mailed to notify the City of their intention to accept such recall. Acceptance of the recall shall be communicated to the City Manager by the employee involved contacting the City Manager or the City Manager's secretary by delivering written (mail, e-mail or fax) acceptance of the recall within the time required. Employees who timely accept the recall shall report to work at such time as may be directed by the City Manager or his or her designee.
- C. Failure to Respond, Withdraw of Recall Offer. If an Employee fails to timely respond to the recall notice issued under these provisions, or if the employee fails to report to work as directed by the City Manager, the City may withdraw its offer of recall issued to such Employee and such Employee shall be removed from the recall list and not be eligible for recall.

Section 3. Notice dates. Any notice required or permitted to be given to the authorized Union representative or the local Union President under the provisions of this Article shall be deemed given on the date of the postmark or the registered letter used for the notification. Or, if hand delivered, such notice shall be deemed given when dated and signed by authorized representatives of both parties.

ARTICLE 10
MANAGEMENT RIGHTS

The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Except as otherwise specifically provided in this Agreement, among the City's management rights, but not by way of limitation, are the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- C. To determine the mission of the City and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission and the operational needs of the City;

- D. To determine the size and composition of the work force as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
- E. To lay off Employees or abolish positions, to hire, schedule, promote, demote, transfer and assign Employees, to recruit, select, and determine the qualifications and characteristics desired in new hires, to suspend, discipline, reduce or discharge Employees for cause, to train or retrain Employees as management deems appropriate and require Employees to maintain certifications, including but not limited to certifications required by the State of Ohio that are relevant to each Employee's position, to schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient City operations;
- F. To determine the locations, size and number of facilities, to schedule Employees and establish their hours and days of work and to take necessary action during emergency situations;
- G. To determine the quality standards and workmanship required, to select the type, quantity and quality of equipment, tools and machinery to be used and the methods of operating them and the responsibilities therefore; and to generally manage the City's business as it deems best.

The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 11 INTRODUCTORY PERIOD

Section 1. Length, Failure. Every newly hired employee will be required to successfully complete an introductory period. The introductory period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred eighty (180) calendar days. A newly hired introductory employee may be terminated any time during his or her introductory period and shall have no appeal regarding such removal.

Newly hired employees shall have no seniority rights provided under the terms of this Agreement. Upon completion of the introductory period, Employees shall be placed on a seniority list with seniority dated from the Employee's most recent date of hire.

Section 2. Promotion- Introductory. Full-time Employees who are promoted to a position classification having a higher salary grade classification may be required to satisfactorily complete an introductory period of up to one hundred eighty (180) calendar days.

Promotion Failure. Newly promoted full-time Employees may be returned to his or her former position at his/her former rate of pay within the introductory period after promotion when, in the judgment of the City Manager or the Employee, the Employee's fitness and/or quality of work are not such as to merit continuation in the higher level position. Such action is not considered disciplinary, and does not eliminate the Employee from consideration for subsequent advancement.

ARTICLE 12
NO STRIKE OR LOCKOUT

Section 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. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. No Strike. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.
- B. No Lockout. 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 have violated Section A above.

Section 2. Strike Discipline. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violated Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 3. Union Response to Strike. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- A. Back to Work Order by Union. Publicly disavow such action by the Employees through a local daily newspaper and a local radio and television that the work interruption is unauthorized and not condoned by the Union, and that the Employees are to immediately return to work;
- B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
- D. Make every other possible and reasonable effort to have Employees cease violations of this Article.

Section 4. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

ARTICLE 13
WORK RULES

Section 1. The Union recognizes the City's Management Right to promulgate and enforce work rules, policies, regulations and procedures to carry out the functions of the City.

Section 2. Except in emergency situations, all work rules and policies will be reduced to writing and copies of such rules will be provided to the local Union President and all affected Employees prior to the effective date of said rules.

Section 3. The City and the Union agree, in an effort to avoid unnecessary policy grievances, new policies or new modifications to existing policies that affect the Bargaining Unit Personnel should be discussed with Union Representatives prior to implementation.

Section 4. Date of Notices. Any notice required or permitted to be given to the local Union President, the Union or an authorized representative under the provisions of this Article shall be deemed given on the date of the postmark of the registered letter used for the notification. Or, if hand delivered, such notice shall be deemed given when dated and signed by an authorized representative of each party.

Section 5. Work rules and policies adopted by the City shall be interpreted and applied in a non-discriminatory manner to all bargaining unit Employees, and shall not be applied in violation of the express terms of this Agreement.

ARTICLE 14 JOB POSTING AND TEMPORARY ASSIGNMENT

Section 1. Posting of Vacancies. Existing full-time, regular positions within the Bargaining Unit which become available by reason of advancement, resignation, retirement or termination, and for which the City determines to fill such vacancy, shall be posted. This posting shall first be posted internally in a conspicuous location at City Hall and the Municipal Maintenance Facility and remain up for a minimum of ten (10) working days. The posting shall include:

1. The vacant job title and pay grade;
2. The hours of work and reporting location of the vacancy;
3. The qualifications for the vacancy;
4. A summary of the new job duties;
5. The person to contact to apply for the position.

Internal Candidates. The City will consider the applications from internal candidates prior to advertising to the public. The City may promote internal candidates at its discretion. If the City elects to advertise externally, internal applications will be reviewed with all other applications. The City is not required to fill any position vacancy.

Section 2. Temporary Filling of Vacancies. The City may decide to fill a vacancy with a temporary appointment to cover the period of the posting and selection process. This assignment will not normally last longer than ninety (90) days, if a circumstance requires a longer assignment; the City will meet and discuss the circumstance with the Union.

- A. Maintenance Unit. For those positions described within Article 1, Section 1, Paragraph B., the Employee assigned this work assignment will be paid at their current step at the

assigned pay grade, that guarantees at least a 5% increase over the Employee's current rate.

- B. Tech Unit. For those positions described within Article 1, Section 1, Paragraph A., when the temporary assignment is to a position with a higher rate of pay, the employee will be paid a 5% increase over the Employee's current step, for the duration of the assignment if the assignment is greater than 2 weeks in duration.

Section 3. Assignment of Temporary Absences. If the City needs to fill other temporary absences to meet the operational needs of the various departments due to illness, emergencies, special circumstances, or scheduled vacations, the following shall apply:

- A. Maintenance Unit. For those positions described within Article 1, Section 1, Paragraph B., the City will fill these positions by offering the position to the most senior Employee on the affected crew with the skill and ability to do the job, or if refused by such Employee or in the absence of an Employee with the required skill and ability, the position will be offered to the most senior Employee of another crew with the skill and ability to do the job.

Salary of Temporary Assignments. Maintenance Unit only. Bargaining unit members among those positions described within Article 1, Section 1, Paragraph B., assigned to and continuously performing in a position in a 115 pay grade (Equipment Operator or higher) or higher for four (4) consecutive days or more, including weekends and after hours, shall receive pay at the higher pay grade for the duration of the assignment.

1. The Employee assigned this work assignment will be paid at their current step at the assigned pay grade, that guarantees at least a 5% increase over the Employee's current rate.
2. Payment of the higher rate will be for hours worked in that temporary assigned position (per departmental policy concerning temporary absences).

- B. Tech Unit. For those positions described within Article 1, Section 1, Paragraph A., when the temporary assignment is to a position over the Employee's current step and the assignment exceeds two (2) weeks, the Employee will be paid a 5% increase over their current step for the duration of the assignment.

1. Payment of the higher rate will be for hours worked in that temporary assigned position (per departmental policy concerning temporary absences).

Section 4. Employees temporarily assigned, under section 2 or 3, to a position with a lower rate of pay will not have their pay reduced during the assignment.

ARTICLE 15
DISCIPLINE

Section 1. No Employee shall, for disciplinary reasons, be reduced in pay, suspended for more than three (3) days, or discharged except for just cause. Employees shall have the right to Union representation at any disciplinary hearing.

Section 2. The City will provide the local Union with copies of any disciplinary notices to be placed in an Employee's file.

Section 3. Record, Notices in File.

- A. Disciplinary notices issuing after 1/1/06, other than those pertaining to a suspension or demotion, shall cease to have force and effect or be considered in future disciplinary matters after a period of eighteen (18) months have elapsed from the date of the offense, provided there has been no intervening disciplinary action.
- B. Suspension & Demotion. Records of disciplinary actions issuing after 1/1/06 involving suspension or demotion shall cease to have force and effect or be considered in future disciplinary matters forty-two (42) months after their effective date, provided there has been no intervening disciplinary action.
- C. All disciplinary notices referenced in this Section shall be removed from all the Employee's personnel files upon the written request of the Employee. If there is litigation pending, records shall be removed from the personnel files two (2) years after final resolution.

Section 4. A newly hired introductory employee may be terminated or otherwise disciplined without a hearing, with or without cause, and without recourse of right of appeal.

Section 5. In the event of a proposed suspension, reduction, removal or discharge, the grievance and/or arbitration procedure of this Agreement shall exclusively apply.

ARTICLE 16
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition: the word "Grievance" as used in this Agreement refers to an alleged failure of the City to comply with the provisions of the Agreement.

Section 2. An Employee and/or Union Steward with any concern are encouraged to speak with his or her supervisor within five (5) working days from the date the Employee knew, or in the exercise of reasonable diligence should have known, of the event or act giving rise to the concern. The Supervisor, Employee, and/or Union Steward shall discuss the concern in good faith and attempt to resolve same. The Employee should notify their Union Steward of their concern and subsequent actions. The Supervisor shall within five (5) working days respond to the Employee's concern.

Section 3. An individual Employee or group of Employees shall have the right to present concerns to the City and to have such concerns addressed, without the intervention of the Local Union, so long as the

settlement is not inconsistent with the terms of this Agreement or any Local Agreement and provided that the Local Union has been given an opportunity to be present at such settlement.

Section 4. Grievance Procedure:

A. Grievances shall be processed in the following manner:

During the Grievance procedure, the parties will make a good faith effort to resolve the dispute where practical at the lowest possible step.

Informal Step: The aggrieved Employee or Employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a written grievance. In the event an agreement cannot be reached, subsequent steps shall be taken with respect to any grievance in accordance with the procedures described below.

Step 1 Notice of a grievance shall be presented to the Employee's supervisor in writing within fifteen (15) days from the date the Employee knew, or in the exercise of reasonable diligence should have known of the event or act giving rise to the grievance. The supervisor or designated substitute in the supervisor's absence, shall within five (5) working days from the conclusion of the meeting, issue a decision in writing on the grievance and deliver the decision to the authorized representatives.

Step 2 In the event the grievance is not resolved to the satisfaction of the Union in Step 1, the authorized representative may file a written appeal of the supervisor's decision with the Grievant's Department Director (or designated substitute in the Department Director's absence) not later than ten (10) working days following the date the Union receives the supervisor's response to the employee's grievance. If the Authorized Representative timely files the written Grievance thereof with the Director, the Director shall investigate the Grievance and shall issue a written decision thereon and deliver same to the Union within ten (10) working days following the date the Authorized Representative files the written Grievance thereof with the Director.

Step 3 If the Grievance is not satisfactorily settled at Step 2, the Authorized Representative may file a written appeal of the Director's decision on the Grievance to the City Manager or, in the event the City Manager is absent, the City Manager's designated substitute (the term "Manager" as used in this Article collectively refers to the City Manager or his designated substitute). The Authorized Representative's appeal must be delivered to the City Manager within ten (10) working days from the date that the Union receives the Director's decision on the Grievance at Step 2.

The City Manager shall, within ten (10) working days from the date the Authorized Representative files the appeal, meet with the Authorized Representative to discuss the Grievance. The Grievant may attend the meeting, if deemed necessary by both parties. The meeting shall be scheduled by the City Manager during normal working hours. The City Manager shall, within fifteen (15) working days from the conclusion of the meeting, issue a decision in writing on the Grievance and deliver the decision to the Union.

Step 4 If the Grievance is a matter other than a verbal or written warning, and the Union is not satisfied with the decision issued in Step 3, the Union may submit the Grievance to arbitration

by giving written notice (U. S. Mail, E-Mail, or Fax) thereof to the City Manager within fifteen (15) working days following the date of the issuance of the decision in the preceding Step above, together with written notice (U. S. Mail, E-Mail, or Fax) thereof to the American Arbitration Association.

- B. Arbitration: The arbitrator shall be a mutually agreed upon third party selected according to AAA Labor Arbitration Rule, "Appointment from Panel." The arbitration shall be conducted in accordance with AAA Labor Arbitration rules.

A request to arbitrate may be withdrawn at any time before the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fifteen (15) working days period described above in Step 4 shall be deemed settled on the basis of the last answer by the Employer or its designee(s).

The decision of the arbitrator made in accordance with the provisions of this Step shall be final, conclusive and binding upon the aggrieved Employee, the Union and the City.

The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submissions of final briefs.

All other fees of the arbitrator and the fees charged by the American Arbitration Association not previously addressed in this Article in connection with any arbitration submitted pursuant to this Article shall be shared equally by the parties. All costs of fees of any kind incurred by each party in presenting their respective cases to the arbitrator shall be borne by the party incurring such costs.

Neither the Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to disciplinary action.

Section 5.

- A. Only the exclusive representative may represent employees under this Agreement.
- B. A "policy" Grievance which affects all or a substantial group of Employees and which arises from the same event or set of facts may be initially presented by the Authorized Representative, in writing, at Step 2 of the Grievance procedure described in Section 2 above. A Collective Grievance that is not a "policy" grievance may be consolidated in the sole discretion of the City.

- C. A Grievance which involves the discharge or suspension without pay of an Employee or any other type of "back pay" liability case of any Employee may be presented initially by the Authorized Representative, in writing, at Step 2 of the Grievance procedure described in Section 2, above.
- D. Any Grievance which is initially presented at Step 2, in accordance with the provisions of this Section, must be presented by the Authorized Representative within ten (10) working days following the date the Union knew or in the exercise of reasonable diligence should have known of the event or act giving rise to the Grievance to be considered timely filed.

Section 6.

- A. Any written Grievance (Step 1) or demand for arbitration (Step 4) which is not filed within the time limits described above shall be deemed waived. Any appeal of any decision on a grievance from Step 1 to Step 2 or from Step 2 to Step 3 which is not filed within the time limits described above shall be moved automatically to the next step, either 2 or 3, whichever is applicable.
- B. Any written grievance not answered by the City representative within the time period specified shall be deemed a denial of the Grievance and may be appealed to the next step of the Grievance procedure.
- C. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to lapse without further appeal after Step 3.
- D. Any written settlement of a Grievance between the City, the aggrieved Employee and the Union shall be final, conclusive and binding upon the City, the Union and the aggrieved Employee(s).
- E. The time limits provided for in this Article shall not include Saturdays, Sundays, or holidays.
- F. Time limits set forth herein may be extended only by written mutual agreement.
- G. A meeting, if requested by the City at any step of the grievance procedure, shall be held promptly and not later than ten (10) days after presentation of the grievance or notice of appeal unless the parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the parties mutually agree. If the City requests a meeting, the time in which the City is required to respond shall be suspended. Grievant may attend meetings if deemed necessary by both parties.

Section 7. Introductory Employees. New employees shall be considered as introductory employees for their first six (6) months of employment and for any period of extended introductory as provided in this Agreement. If an employee is disciplined or is discharged during such introductory period, the action of the City shall not be subject to review or appeal to the grievance process, personnel, board or court.

Section 8. Grievance Form.

- A. All grievances must be submitted on a form that may be provided by the Union or the City and must contain the following information:
 - 1. Aggrieved Employee's name and signature;

2. Date, time and location of grievance;
 3. Description of incident giving rise to the grievance;
 4. Date grievance was first discussed;
 5. Name of supervisor with whom grievance was first discussed;
 6. Date grievance was filed in writing;
 7. Article(s) and Section(s) of the Agreement alleged to have been violated;
 8. Desired remedy to resolve grievance.
- B. Any notice required or permitted to be given to the local Union President, the Union or Authorized Representative under the provisions of this Article shall be deemed given on the date of the postmark of the registered letter used for the notification. Or, if hand delivered, such notice shall be deemed given upon hand delivery to the local Union President, the Union or Authorized Representative.

ARTICLE 17 GENERAL POLICIES

Section 1. Tuition Reimbursement. There is currently in effect a tuition reimbursement policy for the City. This policy shall remain in effect for bargaining unit personnel during the period this Agreement remains in effect and shall not be changed without the concurrence of the union.

Section 2. Training. The City will provide or pay for City approved training and safety seminars that relate to an Employee's job duties. Approval for such training is at the discretion of the City Manager.

Section 3. Travel and Conference Expense. There is currently in effect a Travel and Conference Expenses Policy for the City. This policy shall remain in effect for bargaining unit personnel during the period this Agreement remains in effect and shall not be changed without the concurrence of the Union.

Section 4. Driver Drug & Alcohol Policy. Department of Transportation (DOT) regulations require the City to have a policy against alcohol misuse and drug use by drivers. Effective January 1, 1996, this policy applies to all Bargaining Unit Employees who possess commercial drivers' licenses (CDLs). The Union and City agree to follow D.O.T. regulations as required by law.

Section 5. Commercial Driver's License Policy. The City shall pay all fees incurred in the obtaining or renewal of commercial driver's licenses (CDLs) by bargaining unit members when required by job description.

Section 6. Employee Identification. There is currently in effect an Employee Identification Policy for the City. This policy shall remain in effect for bargaining unit personnel during the period this agreement remains in effect and shall not be changed without the concurrence of the Union.

ARTICLE 18
WORKDAY/WORK WEEK/OVERTIME

Section 1. Work Day and Work Week.

- A. The normal work week for all full-time Bargaining Unit Employees shall be forty (40) hours. Subject to the provisions of Section 1, Paragraph C, subparagraphs 2.c. and d. below, an Employee's work week shall commence on Monday.
- B. Overtime, no pyramiding. So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local government employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. There shall be no pyramiding of overtime.
- C. At the discretion of the Department Director, a work week may be divided into either:
1. Maintenance Unit. For those positions described in Article 1, Section 1, Paragraph B:
 - a. Five Day Week.

Five (5) normal work days of eight (8) consecutive hours beginning at 7:00 a.m., subject to the provisions of subparagraph 2.d. below, exclusive of a one-half (1/2) hour lunch period. The time and location of the lunch period shall be determined by the Employee's supervisor.
 - b. Four Day Week. Four (4) normal work days of ten (10) consecutive hours, exclusive of a half (1/2) hour lunch period. The time and location of the lunch period shall be determined by the Employee's supervisor.
 - c. Breaks. Breaks will be provided to all employees to provide for a safe work environment. These breaks are provided to allow the employees an opportunity to rest in order to complete the tasks under way. Employees working as a crew will take their breaks as a crew.

Breaks are to be taken at the work site locations unless otherwise authorized by their Section Leader or other Management personnel. If taken away from the work site, breaks are inclusive of any travel time.

Each Employee will receive one (1) fifteen (15) minute break period, with pay, in the morning to be taken as work allows between the hours of 8:30 a.m. and 10:00 a.m. and one (1) fifteen (15) minute break period, with pay, in the afternoon, to be taken as work allows between the hours of 1:00 p.m. and 2:30 p.m. Time and location of the break periods shall be determined by the Employee's supervisor.
 - d. Work Progress. The Bargaining Unit recognizes that it is important to maximize the accomplishment of work for the City of Beavercreek. All work crews with daily assignments away from the Municipal Maintenance Facility shall leave the facility no

later than one-half (1/2) hour after clocking in for the morning work period and no later than fifteen (15) minutes after clocking in for the afternoon work period.

Similarly, all work crews returning from daily assignments away from the Municipal Maintenance Facility for the lunch period or for the end of the work day, shall arrive at the Municipal Maintenance Facility no sooner than fifteen (15) minutes prior to the commencement of the lunch period or the end of the work day.

At no time shall City vehicles be utilized for personal errands during the work day.

Should additional non-standard work schedules be required for any positions, the City will meet and confer with the Union prior to the creation of these schedules.

2. Tech Unit. For those positions described within Article 1, Section 1, Paragraph A:
 - a. 7:30 am Start. Five (5) normal work days of eight (8) consecutive hours beginning at 7:30 a.m., exclusive of a one (1) hour lunch period. The time and location of the lunch period shall be determined by the Employee's supervisor.
 - b. 8:00 am Start. Five (5) normal work days of eight (8) consecutive hours beginning at 8:00 a.m., exclusive of a one (1) hour lunch period. The time and location of the lunch period shall be determined by the Employee's supervisor.
 - c. Flex Schedules. Paragraphs 2.a. and 2.b. above do not apply to the positions of Zoning Administrator, Cable Communications Coordinator, Secretary (Senior Center, Planning & Zoning, Parks and Recreation, Engineering and Public Works), Code Enforcement Officer, Building Attendant, and Building Attendant I, and Senior Center Coordinator. These paragraphs also do not apply to the extent a schedule is adjusted to incorporate flex time. Should additional non-standard work schedules be required for any positions, the City will meet and confer with the Union prior to the creation of these schedules.
 - d. Overtime. An employee who works in excess of eight (8) hours per day, or forty (40) hours per week during the seven (7) day work period shall be paid overtime pay for such hours at the rate of one and one-half (1½) times his or her regular hourly rate of pay, provided, with the employee's consent, the Employer may "flex" the schedule of employees by up to two (2) hours with a work week (limited to one-half [½] hour per occurrence) without incurring overtime liability as long as the total number of hours worked by the employee in the workweek does not exceed forty (40)(e.g., an employee who normally works eight [8] hours per day may work eight and one-half [8½] hours on one [1] day and only seven and one-half [7½] on another within the same work week without the employer incurring overtime liability).
- D. The City shall endeavor to give forty-eight (48) hours advance notice of any change in the start of a work day or work week.

Section 2. Overtime.

Except as provided by paragraph 2.d., above, overtime work shall mean hours or fractions thereof which are worked by an Employee in excess of a normal work day or forty (40) hours per work week. All overtime hours shall be paid at the overtime rate of time and one-half (1½) the Employee's regular straight time rate, except hours worked on a Sunday shall be paid at a rate equal to two (2) times the Employee's regular straight time rate. However, any employee who signs up to work a scheduled City event (Recreational, Holiday, or Volunteer Event) on a Sunday will receive pay equal to one and one half (1.5) times their regularly hourly rate of pay for all hours worked.

Section 3. Equalization of Overtime. Overtime work shall be offered as equally as is practical to Bargaining Unit Employees. Overtime offered shall be recorded and posted. The required overtime will be offered first to the appropriate job title to perform the overtime. In the event, those employees carrying the title requiring overtime to be worked decline, the overtime will then be offered to those employees possessing the required skill(s), ability, qualification(s) and training needed to perform the job function(s). E.g. CDL required, degree, computer program, etc.

Section 4. Overtime Advance Approval. Employees shall not begin work before their normal scheduled start time nor work beyond their normal scheduled quitting time unless overtime has been approved by the City. Employees shall obtain advance approval of the City before working any overtime.

ARTICLE 19
WAGES

Section 1. The City shall pay wages in accordance with the attached Wage Scales Schedules F and G for the period this Agreement is in effect.

First Year: Zero percent (0%) increase for persons in the bargaining unit. All bargaining unit employees shall receive a one-time \$300.00 check the first full pay period after the ratification of this Agreement as it is written in its current form.

Second Year: Employees working for the City as of December 31, 2012 shall receive a lump sum payment equal to two (2) percent of the base wages earned as of December 31, 2012. This payment will be made the first full pay period in January of 2013 for fiscal year 2013. A lump sum payment equal to two (2) percent of overtime pay for all overtime paid, excluding all hours in which compensatory time was elected, shall be paid the second full pay period in January of 2014.

There will be a wage reopener during the third year of this agreement. The parties will begin negotiations on or before September 1 of each year, with changes to become effective the first full pay period in January of the following year. Each reopener will be subject to the dispute resolution provisions of the Ohio Revised Code Chapter 4117.

Section 2. This section is intended to apply for the positions described within Article 1, Section 1, Paragraph A as set forth below:

In the Tech Unit, newly hired employees shall be assigned to a position classification within a salary range defined in the attached pay plan designed to reflect the overall level of the job experience, knowledge, skills, competency and years of service or experience of the employee.

Regular part-time employees (referred to in the part time employees noted in the Memorandum of Understanding dated 3/1/09) are eligible for applicable salary step increases on each twelve (12) month anniversary date of original hire until they reach top salary step.

Section 3. This section is intended to apply for the positions described within Article 1, Section 1, Paragraph B as set forth below:

In the Maintenance Unit, employees will be hired at Step 1 of the appropriate Pay Grade and advance in Step on their anniversary date of employment, until they reach the top step subject to this Article.

Section 4. Effective with the implementation of this agreement, all union members' paychecks will be issued by direct deposit, unless a request for accommodation for religious beliefs or other hardship has been approved by the City Manager.

ARTICLE 20 PERSONAL ABSENCE LEAVE

Section 1. Annual Amount. Beginning January 1 following the employee's date of hire, each employee in the bargaining unit shall be granted thirty-six (36) hours of personal absence leave on January 1 of each year.

Section 2. New Hire Prorated Amount of Personal Leave. Each newly hired employee in the bargaining unit shall be granted nine (9) hours of personal absence leave upon their date of hire. Thereafter, the employee shall be granted an additional nine (9) hours of personal absence leave for each completed ninety (90) calendar days of service until January 1st following their date of hire. Provided, no employee shall be granted greater than thirty-six (36) hours of personal absence leave.

Section 3. Scheduling, forfeit. Personal absence leave shall be scheduled by the Employee with the prior approval of his supervisor and/or Department Head, and must be used prior to January 1 of the following year, or it will be forfeited.

Section 4. Rate of Pay. Personal absence leave shall be paid at the Employee's regular rate of pay, and shall be in addition to holidays and vacation time allowed to the employee under the provisions of this Agreement.

ARTICLE 21 ON-CALL & CALL-IN PAY

Maintenance Unit only.

Section 1. On Call

Section Leaders as defined in the Bargaining Unit defined in Article 1, Section 1, and paragraph B who are designated by the City to be on call for seven (7) consecutive work days shall receive the following:

- a) \$70 premium for being on call per seven consecutive day periods.
- b) While on call, if the employee receives a call and he/she contacts another worker or a contractor to complete the work, he/she shall receive one and one half (1.5) hours of pay at the applicable rate of pay.
- c) Should the employee actually perform the work, the designated employee shall receive the Call in Pay noted in Section 2 below but would not receive the one and one half (1.5) hours of pay noted in (b) above.
- d) The paragraphs above are considered to be the entire compensation package for an on-call employee.

To the extent that this minimum one (1) hour overtime period might overlap with the normal work shift (in cases where the call-in period is immediately prior to the starting time of a normal work shift) then the regular rate of pay will prevail and there will be no double payment of both overtime and normal shift pay.

Section 2. Call In Pay

All full-time Employees in the Bargaining Unit defined in Article 1, Section 1, paragraph B who have completed the work assignment and who are called by the City after leaving the City property and return to work to complete the necessary work, shall be provided a minimum of three (3) hours pay at the applicable rate of pay. To the extent that this minimum three (3) overtime period might overlap with the normal work shift (in cases where the call-in period is immediately prior to the starting time of a normal work shift) then the regular rate of pay will prevail and there will be no double payment of both overtime and normal shift pay. If the call in event extends beyond three (3) hours, the applicable rate of pay shall apply for the time worked. All call-in time shall be deemed to be for emergency duty except for required attendance at in-service training.

ARTICLE 22
VACATION

Section 1. Vacation Formula. The City shall grant vacation to full-time bargaining unit Employees in accordance with the following plan:

Length of Service	Hourly Accrual Rate	Hourly Annual Days Vacation
Date of hire through five (5) complete years of service 3.08 hrs./pay period	.03846 per hour	10 days (2 weeks)
Six (6) through ten (10) complete years of service 4.62 hrs./ppd	.05769 per hour	15 days (3 weeks)
Eleven (11) through nineteen (19) complete years of service 6.15 hrs./ppd	.07692 per hour	20 days (4 weeks)
Twenty (20) years of service and more 7.69 hrs./ppd	.09615 per hour	25 days (5 weeks)

- A. Computing Vacation Hours. The appropriate hourly accrual rate is multiplied times forty (40) (each Employee's average work week) to obtain the vacation hours Employees accrue each week. Overtime hours shall not be used when computing an Employee's vacation accrual.
- B. Computing Annual Vacation Leave. The average annual days vacation that Employees can accrue are based on the appropriate hourly accrual rate times 2,080 (the average hours Employees are scheduled to work each year).

Section 2. Administration of Vacation Time. The following provisions shall be applicable in administering the vacation time off for Employees:

- A. Use After Posting. Vacation time off can only be taken after it has been properly accrued and posted. The Employee's current vacation balance shall be recorded on the Employee's pay check stub.
- B. Holidays Exempt. In the event a holiday occurs during the period when an Employee is on vacation, such holiday shall not be counted as part of the Employee's vacation.
- C. Seniority Scheduling. Vacations are to be scheduled at a time agreeable with the Department Director. If three (3) or more Employees request vacation during the same period and it is the decision of the Department Director that all such requests for vacation cannot be granted, the Employee or Employees with the most seniority with the City shall be given preference.
- D. No Advance Vacation Time. No Employee shall have the right to take any vacation time off until such Employee has accrued vacation leave.
- E. LWOP or Layoff. Employees on any leave of absence without pay or Employees on layoff shall not accrue vacation during the period of such absence.
- F. Pay. In order to receive vacation pay, time off for such vacation must be taken.
- G. Terminal Collection. Upon termination of employment, unused vacation shall be paid as terminal pay in the event an Employee has completed six (6) months of continuous service.
- H. Maximum Computation. Vacation may accumulate to a maximum of a total of two (2) years accrual at the employee's current accrual rate plus forty (40) hours for each Employee to carry into another year. No vacation time off shall accrue or be taken in any year beyond the maximum allowable time specified in this subparagraph H, except under special circumstances on a case by case basis, in the sole discretion of the City Manager.

Effective with employees hired after 1/1/09 the maximum vacation accrual will be two (2) years for each employee to carry into another year.

- I. Advance Request. All vacation requests must be submitted at least 24 hours before the beginning of the shift for which vacation leave is requested. The Supervisor may waive this time limit in his sole discretion.

Section 3. Service Credit for Vacation. Eligible Employees with prior governmental service within the State of Ohio who are employed by the City of Beavercreek shall be entitled to have their prior service counted as service in calculating vacation accrual rates, up to a maximum of ten (10) years provided there

has not been a employment gap from government service within the State of Ohio of more than six (6) months.

ARTICLE 23
HOLIDAYS

Section 1. Schedule of Holidays. Full-time bargaining unit Employees are eligible for the following holidays, with pay:

New Year's Day	Labor Day
Veterans Day*	Thanksgiving Day
Martin Luther King Day**	Friday following Thanksgiving Day
President's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

* Applies only to Bargaining Unit Employees stationed outside City Hall or outside the Senior Center.

** Applies only to Bargaining Unit Employees stationed at City Hall and at Senior Center.

Section 2. Administration of Holidays. The following provisions shall be applied in administering the holiday provisions:

- a. City Hall Closed. The Holidays listed above are intended to reflect the current list of Holidays on which the City of Beavercreek administrative offices are closed for business on an annual basis. Notwithstanding the above list, the Holidays for employees covered under this Agreement shall be the same as the Holidays established for City administrative offices on an annual basis, provided that the total number of holidays shall not be changed without the mutual agreement of the parties.
- b. Weekend Correction. If a holiday named above falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday named above falls on a Sunday, the following Monday shall be observed as a holiday unless otherwise designated by the City Manager, or his or her designee.
- c. Holiday Pay. Any Employee may be required by the City to work on a holiday named above. Employees who are required to work on a holiday, who are otherwise eligible for holiday pay, shall receive such holiday pay and shall also receive overtime pay computed at the rate of two (2) times the normal straight time rate for all hours worked on such holiday. Any employee who signs up to work a scheduled City event (Recreational, Holiday, or Volunteer Event) on a Holiday will receive pay equal to one and one half (1.5) times their regularly hourly rate of pay for all hours worked.
- d. Work Shift Before or After the Holiday. Each Employee must work on the work day or work shift immediately prior to the holiday and on the work day or work shift immediately after the holiday to be eligible to receive the holiday benefits described above, unless the Employee is otherwise excused.

ARTICLE 24
SICK LEAVE

Section 1. General. Sick leave is to insure the Employee against loss of pay due to disability, illness or off-the-job injury.

- A. Rate of Accrual prior to 1-1-06. Each full-time Employee hired prior to the effective date of this Agreement shall accrue sick leave at the rate of .05770 hours for each regularly scheduled work hour. Each full-time Employee's normal average monthly sick leave accrual shall be one and one fourth (1¼) days. Each full-time Employee's total annual sick leave accrual shall not exceed fifteen (15) days (.05770 times 2080 hours). Overtime hours shall not be used when computing an employee's sick leave accrual.
- B. Rate of Accrual after 1-1-06. Each full-time Employee hired after the effective date of this Agreement shall accrue sick leave at the rate of .04615 hours for each regularly scheduled work hour. Each full-time Employee's normal average monthly sick leave accrual shall be one (1) day. Each full-time Employee's total annual sick leave accrual shall not exceed twelve (12) days (.04615 times 2080 hours). Overtime hours shall not be used when computing an Employee's sick leave accrual.
- C. Leave of Absence Accrual. Sick leave accrual on leave of absence will be as follows:
1. An Employee will accrue sick leave at the normal rate during any leave with pay.
 2. Conversion. Any sick leave earned while on sick leave shall not be available for use until after the Employee returns to work. When an Employee does not return to work but retires from service, any sick leave accumulation may be converted to regular pay in accordance with the provisions of subsection E or F below, as applicable.
 3. While suspended. An Employee will not accrue sick leave while suspended, AWOL or on other leave without pay.
- D. Restoring of sick leave. If a former Employee has been re-employed within one (1) year from date of resignation, previous unused sick leave will be restored to the records.
- E. Hired after 12-31-05. For Employees hired after December 31, 2005, upon satisfaction of OPERS age and service retirement all unused accrued sick leave will be paid to the Employee in a lump sum, up to a maximum of one thousand forty (1040) hours.
1. Such conversion payments shall be paid on the basis of one (1) sick leave day for one (1) day of regular pay if the Employee dies while employed by the City and three (3) sick leave days for one (1) day of regular pay for OPERS age and service retirement.
 2. Such payments shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall only be made once to any Employee.
- F. Hired before 12-31-05. For Employees hired before December 31, 2005, upon satisfaction of OPERS age and service retirement, all unused accrued sick leave will be paid to the Employee in a lump sum.

1. Should an Employee hired prior to December 31, 2005 die while employed by the City, all unused accrued sick leave will be paid to his/her beneficiaries designated on a form provided by the City for such purposes.
2. Such conversion payments shall be paid on the basis of one (1) sick leave day for one (1) day of regular pay if the Employee dies while employed by the City and two (2) sick leave days for one (1) day of regular pay for OPERS age and service retirement.
3. Such payments shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall only be made once to any Employee.

Section 2. Purposes for Use of Sick Leave. Sick leave may be granted to an Employee upon approval by the City for the following reasons:

- A. Illness or injury to the Employee, when such illness or injury prohibits the Employee from performing the normal duties of the Employee's work assignment, and when such illness or injury is not job related.
- B. Illness or injury in the immediate family of the Employee which requires the Employee's personal care and attendance. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or childcare situations. For purposes of this paragraph, immediate family is defined as parents, spouse or children living in the same household as the Employee.
- C. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other Employees. Use of sick leave for this purpose may require confirmation of necessity by a licensed medical practitioner and the Employer.
- D. Death of a member of the Employee's family as provided in the Funeral Leave Article of the Agreement.

Section 3. Other Conditions:

- A. Employees becoming ill while working may be sent home or may choose to go home. If the Employee goes home prior to the completion of his/her shift, a proportional charge shall be made in units of not less than one-half (½) hour against sick leave.
- B. Rehabilitation. Employees who are absent due to the use of intoxicants, mood modifiers, or drug abuse shall be eligible for sick leave pay if participating in an authorized rehabilitation program. The Employees shall provide proof of participation in such rehabilitation program to the Department Director on request.
- C. Physician Statement. The City may require an Employee to furnish a doctor's medical statement if the Employee is off on sick leave for three (3) consecutive work days or for three (3) separate occurrences in a calendar month involving the Employee's health.
- D. Department Transfer. Upon transfer from one division or department to another, unused sick leave days will continue to be available for the transferred employee's use.

- E. Abuse Investigation. The City maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action.
- F. Regulations. Sick leave usage, when approved, shall be charged in minimum units of one-half (½) hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use.
- G. Conversion. In any one (1) calendar year, a full-time or regular part-time Employee hired prior to December 31, 2002, may convert sick leave to vacation as provided below:
1. An Employee who has thirty-three (33) or more sick leave days may convert up to nine (9) of them to vacation days on the basis of three (3) sick leave days for one (1) vacation day, provided a balance of thirty (30) sick leave days remains (3 days total).
 2. An Employee who has sixty-six (66) or more sick leave days may convert up to fifteen (15) of them to vacation days on the basis of three (3) sick leave days for one (1) vacation day, provided a balance of fifty-one (51) sick leave days remains (5 days total).
 3. An Employee who has ninety-two (92) or more sick leave days may convert up to ten (10) of them to vacation days on the basis of two (2) sick leave days for one (1) vacation day, provided a balance of ninety (90) sick leave days remains. If such conversion results in less than five (5) "new" vacation days, additional sick leave days may be converted on the basis of three (3) sick leave days for one (1) vacation day. The total number of vacation days obtained from such conversion cannot exceed five (5) (5 days total).
 4. Convert in January. Conversions will be made during the first part of January each year in order to facilitate vacation scheduling. Conversion may be made at some other time during the year with the approval of the Employee's Department Director.
 5. Maximum Vacation Accrual. Conversion privileges may be used by full-time Employees, provided that the total number of vacation days allowed is not exceeded. Conversion of sick leave is the only method by which regular part-time Employees may earn vacation leave.

ARTICLE 25

WORKERS' COMPENSATION AND OCCUPATIONAL INJURY LEAVE

Section 1. State law provides that every City Employee is eligible for Workers' Compensation. Injury is a service connected disability as defined in R.C. 4123.01(C) that interferes with an employee's ability to perform normal job duties at the time of injury. The determination of the validity of claims and eligibility for benefits is made by the Ohio Bureau of Workers' Compensation.

Section 2. Report injury immediately. Should an Employee be injured during the course of employment with the City, he or she shall report the incident to his or her supervisor immediately, and his or her supervisor shall notify his or her Department Director and complete an Injury Form. This report shall be completed regardless of the apparent seriousness of the injury, and regardless whether medical attention is required.

- A. An Employee injured in a work related accident may be required by the Supervisor or Department Director, or designee, to see a physician. In the event of serious injury, the injured employee's supervisor shall notify the Department Head and Human Resources immediately so that, if necessary, an investigation may be initiated. If immediate treatment or examination is needed, the supervisor shall provide transportation to the hospital or a doctor's office and shall make any other necessary arrangements.
- B. The Department Director or designee must be advised and continually updated if an Employee continues to be absent due to a work-related injury. Employees are responsible for providing their expected return to work date (if known). If the employee receives any documents from his or her physician, hospital or the State, regarding Workers' Compensation claim, the employee should coordinate with the Human Resources Department to insure that the City has copies of all documents.
- C. Employees who are injured in the line of duty and may seek permission to leave work before completing their scheduled workday period will receive payment at their regular rate of pay for the balance of time left in their scheduled work day.

Section 3. Injury Leave. Injury leave will be granted by the City Manager in lieu of Workers' Compensation lost income benefits for valid, certified claims allowed by either the Bureau of Workers' Compensation and/or the Industrial Commission. Such leave may be granted to an Employee who becomes unable to perform his or her job duties due to on the job injury except where such injury or illness is the result of gross negligence or intentional self-injury. Requests for injury leave must be in writing with medical certification from the employee's physician attached.

- A. Paid Injury Leave. Injury leave will be paid, at the Employee's regular hourly rate, for a maximum of twelve (12) weeks. Requests for additional injury leave will be considered at the discretion of the City Manager.
- B. Expiration of Leave. After injury leave has expired, if the Employee is still unable to return to work as determined and certified by a licensed physician, the injured Employee may elect to use accrued leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment of sick leave or injury leave while simultaneously receiving payment from Workers' Compensation. Employees are permitted, at their discretion, to receive vacation pay and Workers' Compensation pay at the same time.
- C. Questionable Circumstances. In the case of injuries where there is a question as to the circumstances, Employees must use any combination of paid or unpaid leave during the absence. For injury leave purposes at the time the injury is determined to be job related by the City or the Bureau of Workers' Compensation, the Employee's leave may be reinstated and injury leave substituted for the time absent for the first twelve (12) weeks.

Section 4. Doctor Certificate. Employees returning from leave will be required to provide a physician's certification of his or her ability to return to work.

- A. Doctor's Exam. Employees may be required to submit to medical and/or psychological examinations for only the allowed condition(s) in order to determine the Employee's

capability to perform the essential functions of the Employee's position with or without reasonable accommodation. The examination shall be conducted by a licensed practitioner chosen by the City who can competently examine the Employee in a manner consistent with his/her approved injury. The cost of such examination shall be paid by the City.

- B. FMLA. Family and Medical Leave will begin on the first day of the qualifying event for eligible Employees. City contributions toward the cost of benefits will be maintained during injury leave.

ARTICLE 26 MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. If any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10 (A).

Section 4. In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section.

Section 5. The City agrees that conditions of employment relating to wages, hours of work and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subjects of bargaining as defined by law may not be changed by the City unless the Union is first given notice of the proposed change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit Employees as that bargaining obligation is defined by law.

ARTICLE 27 JURY DUTY AND COURT LEAVE

Section 1. Jury Duty Leave.

- A. The City shall, upon the Employee submitting to the Department Director proof of participation and compliance with a jury duty summons, on their regularly scheduled time will receive full pay from the City. Jury duty reimbursement payments, payable to the employee, should be turned

over to the City within three (3) days from receipt, if the court appearance was on their regularly scheduled day(s).

- B. Benefit Maintenance. While on approved jury duty leave, the Employee's benefits shall be maintained by the City.
- C. Seniority Accrual & Return. While on approved jury duty leave, the Employee shall continue to accrue seniority and shall automatically return to his former position upon the completion of jury duty.

Section 2. Court Duty Leave.

- A. Court duty leave shall be granted to any bargaining unit Employee who is subpoenaed to appear before any court, commission, board or other legally constituted body empowered by law to issue subpoenas to compel the attendance of witnesses, for the purpose of testifying in any action in which the Employee is not a party, where such Employee is called upon to testify about City business or the involvement of the Employee in the conduct of City business.
- B. Witness Pay. The City shall, upon the Employee submitting to the Department Director proof of the issuance of a subpoena requiring the Employee's attendance in any proceeding before a court or other body described in paragraph A above as well as proof of such Employee's participation and compliance with such subpoena, supplement any witness fees or pay to which the Employee is entitled by providing payment to the Employee of his full base wages for the period of court time actually spent by the Employee giving testimony as such witness in such proceedings, less the amount of witness fees or pay to which the employee is entitled or receives by reason of participation in such proceedings.
- C. Personal Court Appearances. Any Employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or personal time. If after leave has been exhausted, leave without pay may be granted by the City Manager. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as parent or guardian of juveniles.

Section 3. Return to Work. In any instance where the Employee is released from jury duty or a court appearance, and more than 3 hours remains in the Employee's regularly scheduled work day, the Employee must report to work unless otherwise relieved from duty by his or her supervisor.

ARTICLE 28
PERSONNEL FILES

Section 1. Each Employee may request to inspect his/her official personnel file maintained by the City Manager or his designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer. Appointments shall be scheduled during the regular working hours of the City administrative staff. An Employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any Employee may copy documents in his/her official personnel file, pursuant to City policy or practice.

Section 2. If an unfavorable statement or notation is in the official personnel file, the Employee shall have the right to place a statement of rebuttal or explanation in the file. No negative anonymous material of any type shall be included in the Employee's official personnel file.

ARTICLE 29 UNIFORMS AND SAFETY EQUIPMENT

Section 1. Maintenance Unit. If a Bargaining Unit Employee is required by the Employer to wear a uniform, the Employer shall furnish for those Employees within the Bargaining Unit, as described in Article 1, Section 1, Paragraph B., the following items: Uniforms (five (5) changes per week), safety shoes (not to exceed \$150 each year of agreement in compliance with the City's Uniform Policy), safety vest, hard hat, goggles, ear protectors, rain gear, safety glasses, when necessary, prescription safety glasses. Allowances for additional winter clothing will be provided by the Employer (not to exceed \$175 for normal size and \$225 for big and tall sizes, each year of this agreement in compliance with the City's Uniform policy). Other safety equipment, required by State or Federal Law, shall be provided as necessary to all Bargaining Unit Employees regardless of the requirement to wear a uniform. (See attached Memorandum of Understanding signed December 11, 2009)

Section 2. Tech Unit. Bargaining Unit Employees, as described in Article 1, Section 1, Paragraph A. whose job description requires a uniform or other specialized clothing shall be provided with such uniform or specialized clothing one (1) time during each year of this Agreement in compliance with the City's Uniform Policy.

Section 3. Property of the City. All Uniforms, safety vests, and non-personal safety equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit Employee, all such items shall be returned to the Employer in the same condition as issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee.

Section 4. Negligence. Any issued item that is lost or damaged through the negligence of the Employee, shall either be replaced, repaired, or paid for at the current market value by the Employer, at the option of the Employer.

Section 5. Non-uniform items. Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Department Director or his or her designee.

ARTICLE 30 LIFE INSURANCE

Each full-time bargaining unit employee may elect to be insured under the City life insurance plan. The City shall pay the premium for the employee for coverage of \$30,000.00. Any employee who elects not to be insured under such a plan shall not receive such contribution made by the City for life insurance as salary, wages, compensation, reimbursement, or in any other form or manner.

ARTICLE 31
MEDICAL AND DENTAL INSURANCE

Section 1. Medical Insurance.

- A. All full-time bargaining unit members and their eligible dependents shall be eligible to participate in one of the City's medical insurance plans consisting of comprehensive medical benefits, major medical coverage, diagnostic service, hospitalization, surgical coverage's and emergency care.

Year One: Effective January 1, 2012, employees will pay twelve and one-half (12.5) percent of the total premium of the base insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the twelve and one-half (12.5) percent amount will apply to the optional plan(s) as well.

Year Two: Effective January 1, 2013, employees will pay fifteen (15) percent of the total premium of the base insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan(s) as well.

There will be a reopener for health insurance during the third year of this agreement. The parties will begin negotiations on or before September 1 of each year, with changes to become effective on January 1 of the following year. Each reopener will be subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

- B. Employees covered herein may choose to participate in the medical insurance plan provided by the City during the term of this Agreement. It is understood that if a bargaining unit member or eligible dependent incurs covered hospital or other medical expenses in connection with an illness or injury caused by the negligence or wrongful act of a third party, the City's insurance provider shall be the subrogated party to the extent of any and all payments made by said provider with respect to such illness or injury and the employee or his/her agent shall execute all papers to serve such provider of such right of subrogation.
- C. During the term of this agreement, the City may change the medical insurance plans, insurance provider or method of providing medical services, provided that the health benefits, coverage levels and provider network are not substantially reduced or the cost shifting to employees, significantly increased.
- D. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the City and the Union.
- E. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

- F. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.
- G. Employees eligible to receive City provided medical insurance coverage, either a Family Plan or Single Plan, may elect to decline such coverage and in lieu thereof receive monthly cash payments from the City of \$125 (\$1,500/yr.) for waiving family coverage and \$62.50 (\$750/yr.) for waiving single coverage. In order to qualify for such cash payments, an employee must remain covered by other medical insurance that is not from the City, and must provide acceptable proof of such other medical insurance coverage to the City. The timing of when an employee may elect to receive such cash payments in lieu of medical insurance coverage, certification of coverage, and description of the plan parameters can be found in the City's Medical Insurance Opt Out policy.

Section 2. Dental Insurance.

- A. All full-time bargaining unit members and their eligible dependents shall be eligible to participate in the City's dental insurance plan during this Agreement. This dental plan shall include the following: preventive services, basic services, major services, annual maximum, orthodontics (fifty percent [50%]), and lifetime maximum. Union members will not receive compensation should they choose not to participate in the City's dental plans.

Year One: Effective April 1, 2012, employees will pay twelve and one-half (12.5) percent of the total premium of the base dental insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the twelve and one-half (12.5) percent amount will apply to the optional plan(s) as well.

Year Two: Effective January 1, 2013, employees will pay fifteen (15) percent of the total premium of the base dental insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan(s) as well.

There will be a reopener for dental insurance during the third year of this agreement. The parties will begin negotiations on or before September 1 of each year, with changes to become effective on January 1 of the following year. Each reopener will be subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

- B. The City may change the dental plan provider or method of dental insurance services provided that the dental care benefits, coverage levels and provider network are generally comparable to the plan in existence prior to this Agreement.
- C. It is understood that if a bargaining unit member or eligible dependent incurs covered dental or other expenses in connection with an illness or injury caused by the negligence or wrongful act of a third party, the City's insurance provider shall be the subrogated party to the extent of any and all payments made by said provider with respect to such illness or injury and the employee or his/her agent shall execute all papers to serve such provider of such right of subrogation.

ARTICLE 32
RETIREMENT

Section 1. Exemptions and Pick-Up.

- A. All bargaining unit Employees, excepting certain regular part-time Employees who are exempt due to the number of hours they work or due to their student classification, are covered under the Public Employees Retirement System which also specifies the provisions regarding retirement from the City.
- B. The City will continue to pick-up Employee contributions to OPERS using the salary reduction method, provided such procedures remain approved by the Public Employees Retirement Board and the Internal Revenue Service.

Section 2. Retirement or Disability.

- A. The City has no standard age for mandatory retirement.
- B. When the City has reason to believe that an Employee may be physically and/or mentally incapable of performing the essential functions of the Employee's position, the Employee may be required to present a doctor's medical certification which certifies that the Employee is physically and mentally competent to perform duties of the particular position which he occupies in the City service.
- C. The City may, at its option, terminate the employment of any Employee who fails to acquire the required medical certification.

ARTICLE 33
LEAVES OF ABSENCE

Section 1. General Provisions. The following general leaves of absence may be granted to full-time bargaining unit Employees: Military Leave, Family and Medical Leave, Disability Leave and Personal Leave. The provisions of these types of leaves of absences are as follows:

- A. Any Employee desiring a leave of absence must apply in writing to the head of his/her department at the earliest possible date prior to the requested starting date of the leave.
- B. **Advance Requests.** Bargaining unit Employees requesting leaves of absence shall be required, under normal circumstances, to submit a request for the leave no later than four (4) weeks prior to the requested starting date of the leave, unless otherwise indicated in this Agreement. (This requirement may be waived if unusual circumstances prevail.) Family and Medical Leave which is foreseeable will require thirty (30) days advance notice. Family and Medical Leave for which advance notice is not practically possible will usually require processing after the employee has already taken time off the job. Employees on an initial probationary period will not normally be eligible for any type of leave of absence unless the City chooses to waive this policy and approve the leave for which the employee has applied. The provision of each leave of absence, such as the maximum allowable time, effect on Employee's position, effect on salary and benefits, etc., are specified in the following sections.

- C. Employee Eligibility. The City Manager shall approve, amend, or disapprove all requests for leave of absence based on determination of the Employee's eligibility for such leave consistent with the provisions of these rules and regulations and any applicable law.
- D. Physician Exam. The City Manager may require an Employee returning from any leave of absence to take a physical examination by the City appointed physician. If the City physician's determination does not coincide with the evaluation submitted by the Employee's physician, the City physician shall supersede all other physician's statements as otherwise provided for in these rules and regulations, to the extent permitted by law.

Section 2. Family and Medical Leave.

- A. The City has in effect a Family and Medical Leave Act Policy as required by law, and bargaining unit employees are eligible for benefits provided under this Policy.
- B. While on Family and Medical Leave of Absence, the Employee's seniority will continue to accumulate.

Section 3. Disability Leave. Full-time Employees are eligible for a disability leave of absence, without pay, in accordance with the following provisions:

- A. A disability leave of absence may, at the City Manager's discretion, be granted up to a maximum of one (1) year for any one (1) illness or injury.
- B. An Employee returning to work following a disability leave of absence shall be placed on his/her former job, if available, or if not available, a substantially equivalent vacant position as the Employee's seniority, skill, ability and physical fitness warrants.
- C. While on disability leave of absence, the Employee's seniority will continue to accumulate.
- D. While on disability leave of absence, the City shall maintain the Employee's applicable benefits at the same level as was in effect prior to the leave.
- E. Disability leave time shall be credited against the twelve (12) week aggregate total annually available for purposes of Family and Medical Leave Act Policy eligibility.

Section 4. Personal Leave of Absence. Any full-time Employee may be eligible for a personal leave of absence in accordance with the following provisions:

- A. While on an approved personal leave of absence the Employee's seniority will continue to accrue and the City shall maintain the Employee's applicable benefits at the same level as was in effect prior to the leave.
- B. Length. Upon approval by the Manager, a personal leave of absence may be granted to an Employee up to a maximum of one (1) month.
- C. An Employee returning from a personal leave of absence shall be placed on his/her former job, if in existence, or if not in existence, he/she shall be offered, if available, a substantially equivalent vacant position as his/her seniority, skills, ability and physical fitness warrants.

- D. While on a personal leave of absence, the Employee shall receive no wages.
- E. No personal leave of absence shall be granted for purposes of pursuing other employment and, if an Employee on a personal leave of absence acquires other employment while on such leave, the Employee may be automatically dismissed from the City employment. This restriction may be waived upon prior approval of the City Manager.
- F. FMLA. To the extent it qualifies, personal leave time shall be credited against the twelve (12) week aggregate total leave annually available for purposes of Family and Medical Leave Act policy eligibility.

ARTICLE 34 MILITARY LEAVE

Section 1. Active Duty. In general, any Employee with more than ninety (90) days tenure who voluntarily or involuntarily enters any of the Armed Services of the United States, shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his or her former position without loss of seniority or status or reduction in pay. Employees who complete their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous position within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty. If temporary physical disability resulting from active duty precludes the Employee's performing on the job, he or she shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to a previously held position under these provisions shall receive credit for military service in areas affecting status, rank, rating, increments, qualifications, etc., as though they had continued their City employment. This does not require that Employees be credited with sick leave, personal leave and vacation accrual while on unpaid military leave.

Section 2. Reserve Training. R.C. 5923.05 requires that Ohio National Guard, Defense Corps, Naval Militia, and all U.S. Armed Forces reserve component members be authorized up to twenty-two (22) eight (8) hour working days (or 176 hours for forty [40] hours per week Employees) leave with pay per calendar year for training purposes. Any Employee called to military duty for a period in excess of the twenty-two (22) working days because of an executive order issued by the President of the United States or an act of Congress may receive the difference between his or her gross monthly wage and military pay, up to five hundred dollars (\$500) per month. Along with requests for such leave, Employees are required to submit the published orders authorizing the military duty or a written statement from the appropriate military commander authorizing such duty. Employees requesting such leave will also be required to complete the necessary leave papers.

Section 3. Re-Employment After Active Duty. In general, any Employee who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil Defense, or is drafted by the Merchant Marine Service, shall (in accordance with existing law) be entitled to re-employment after honorable discharge or discharge under honorable conditions from such services, provided the Employee is physically and mentally able to do the work required and reports for work within ninety (90) days of such discharge, or within ninety (90) days after he or she is released from hospitalization continuing after discharge for a period of not more than one (1) year. He or she shall be employed in the position or a similar position to the one held at the time of entry into the Armed Forces. All salary adjustments or position upgrades shall be granted the employee upon reinstatement. In the

event his or her former job no longer exists, he or she shall be employed in such capacity for which he or she is qualified at a salary comparable with that he or she formerly received.

ARTICLE 35
DRUG FREE WORKPLACE

Section 1. The Employer and the Union recognize alcoholism and drug abuse or addiction as interfering with the department's services and as posing a danger to the health and safety of others.

Section 2. The Employer has the right to insist on an alcohol and drug-free workplace. The Union shall be involved in the development of a drug free workplace policy and any major changes thereafter.

ARTICLE 36
FUNERAL LEAVE

Section 1. Each full-time Employee of the City shall be given leave of absence with full pay up to three (3) work days in the event of the death of the Employee's father, mother, father-in-law, mother-in-law, spouse, child, unborn child past the first trimester, stepchild, grandchild, brother, sister, grandparent or great-grandparent of Employee or Employee's spouse, son-in-law, daughter-in-law. It is understood that this provision is not to be interpreted as an automatic three (3) days off with pay, especially if appropriate arrangements can be made in a lesser amount of time. Rather this leave is only to be used to make funeral arrangements and attend the funeral. In cases where travel distances are such as to require additional time, the Department Director and the City Manager may extend Funeral Leave. The three (3) day funeral leave referred to above shall mean three (3) consecutive days, one (1) of which shall include the day of the funeral. The Funeral Leave described above shall not be charged against any other type of the employee's accrued leave.

Section 2. For relatives who do not qualify under Section 1, above, or other individuals residing in the household of the Employee, the City Manager, or his or her designee, may grant up to three (3) days of paid leave for purposes of planning for or attending the funeral of such individual. The granting or denial of sick leave under this Section for bereavement purposes is not subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Beavercreek or Federal or State Legislature, such as acts of God or civil disorder, the conditions of this Agreement may be temporarily suspended by the Employer. (See Memorandum of Understanding Exhibit D).

Section 2. Upon the termination of the emergency should a valid grievance exist, it shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 38
ENTIRE AGREEMENT

Section 1. This Agreement sets forth the entire and complete Agreement of the parties hereto with respect to wages, hours, terms and other conditions of employment of the Employees and the Union with the City. No person, board, court, tribunal or arbitrator shall have the authority to add to, detract from, alter, amend or otherwise modify any provision of this Agreement, or to impose on any party hereto any limitation or obligation which is not specifically provided for in this Agreement.

Section 2. If any clause, sentence, paragraph, section or part of this Agreement, or the application thereof to any person or circumstances, shall, for any reason, be found to be in conflict with or in violation of any applicable Federal, State or Local laws, except to the extent that Ohio Collective Bargaining law permits this Agreement to supersede such law, such conflicting or invalid provision shall be stricken from this Agreement and such conflict or violation shall not affect, impair or invalidate the remainder of this Agreement. The remaining portions of this Agreement shall be enforced and interpreted without the presence of the clause, sentence, paragraph, section or part of this Agreement found to be in conflict with or in violation of Federal, State or Local laws.

No personnel ordinance shall be applied to bargaining unit employees so as to conflict with the terms and conditions of this Agreement, nor shall the City adopt or change any personnel ordinance during the duration of this Agreement which applies to bargaining unit employees and conflicts with the express provisions hereof.

ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. on the 1st day of January, 2012, and shall remain in full force and effect until midnight on the 31st day of December, 2014.

There will be a reopener for wages (Article 19), Medical Insurance (Article 31), and Dental Insurance (Article 31) during the third year of this agreement. The parties will begin negotiations on or before September 1 of the third year, with changes to become effective on January 1 of the following year. Each reopener will be subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

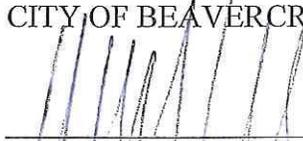
If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year at the option of the Employer.

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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

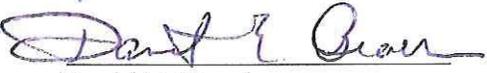
SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, being duly authorized and directed by each party to this Agreement to execute this Agreement, have hereunto set their hands this ___ day of March, 2012.

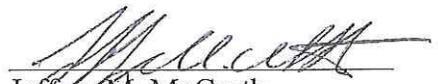
CITY OF BEAVERCREEK:



Michael A. Cornell
City Manager



David E. Beach
Public Administrative Services Director



Jeffrey M. McGrath
Planning Director

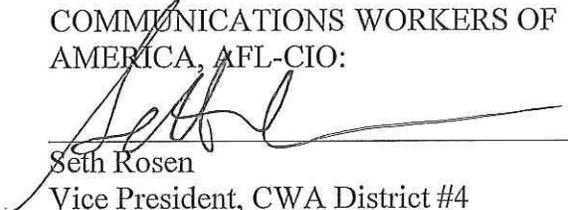


Jill L. Bissinger
Human Resources Manager

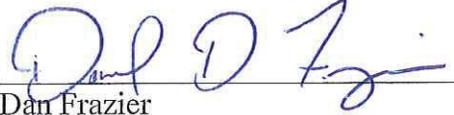


Jeffrey K. Moorman
City Engineer

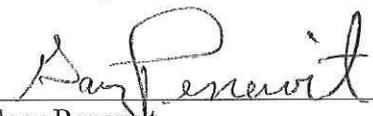
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO:



Seth Rosen
Vice President, CWA District #4



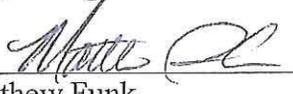
Dan Frazier
President, CWA Local 4322



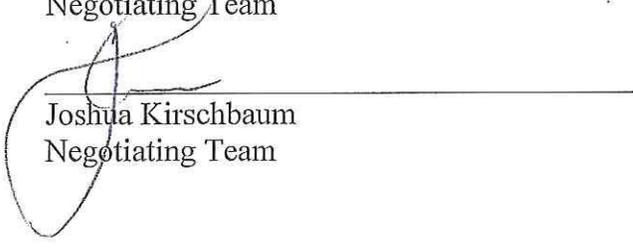
Gary Penewit
Chief Stewart- Negotiating Team



Todd Snyder
Negotiating Team



Matthew Funk
Negotiating Team



Joshua Kirschbaum
Negotiating Team

Listing of Job Classifications by Pay Grade
Technical Unit

<u>Grade</u>	<u>Job Classification</u>
301	Planning Clerk, Front Desk Clerk (Senior Center)
302	Vacant
303	Department Secretary (Planning & Zoning, Public Administrative Services, Public Services Division- Engineering, Senior Center & Parks)
304	Support Clerk/Receptionist, Account Clerk, Financial Specialist
305	Senior Center Coordinator, Planning Technician
306	Operations Coordinator
307	Zoning Administrator, Code Enforcement Officer, Engineering Computer Systems Coordinator, Cable Communications Coordinator, Engineering Technician
311	Construction Inspector

Maintenance Unit

<u>Grade</u>	<u>Job Classification</u>
101	Building Attendant
102	Building Attendant I
105	Maintenance Service Worker I, Park Service Worker I, Cemetery Service Worker I, Traffic Service Worker I
110	Maintenance Service Worker II, Park Service Worker II, Mechanic I, Traffic Safety Technician
115	Equipment Operator, Mechanic II, Cemetery Service Worker II, Traffic Signal Technician, Building & Grounds Technician
120	Head Mechanic
125	Section Leader

SCHEDULE "F"

WAGE SCALE FOR CWA BARGAINING UNIT - Effective 1-2-2011

(The salary steps coincide with years of service for the City)

TECHNICAL UNIT

For bargaining unit members hired prior to January 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
301	2010	14.56	15.47	16.47	17.45	18.43	19.39	20.39
302	2010	15.28	16.25	17.30	18.32	19.36	20.36	21.41
303	2010	16.04	17.05	18.17	19.24	20.32	21.38	22.48
304	2010	16.20	17.41	18.54	19.69	20.83	22.01	23.15
305	2010	16.92	18.11	19.38	20.55	21.80	23.03	24.25
306	2010	16.92	18.16	19.40	20.64	21.88	23.12	24.36
307	2010	18.86	20.08	21.39	22.68	23.96	25.20	26.50
311	2010	24.84	26.15	27.77	29.34	30.96	33.49	35.16
304PT	2010	16.20	17.41	18.54	19.69			

For bargaining unit members hired after January 1, 2009

Effective March 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
301	2010	14.56	15.12	15.69	16.29	16.91	17.56	18.23	18.92	19.65	20.39
302	2010	15.28	15.86	16.47	17.10	17.75	18.43	19.13	19.86	20.62	21.41
303	2010	16.04	16.65	17.29	17.95	18.63	19.35	20.09	20.85	21.65	22.48
304	2010	16.20	16.86	17.54	18.25	18.99	19.76	20.55	21.39	22.25	23.15
305	2010	16.92	17.61	18.33	19.07	19.85	20.66	21.50	22.38	23.29	24.25
306	2010	16.92	17.73	18.53	19.34	20.14	20.94	21.75	22.55	23.36	24.36
307	2010	18.86	19.58	20.34	21.12	21.94	22.78	23.66	24.57	25.52	26.50
311	2010	24.84	25.81	26.83	27.89	28.98	30.12	31.31	32.54	33.82	35.16

SCHEDULE "G"

WAGE SCALE FOR CWA BARGAINING UNIT - Effective 1-2-2011

(The salary steps coincide with years of service for the City)

MAINTENANCE UNIT

For bargaining unit members hired prior to January 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
101	2010	14.20	14.85	15.52	16.18	16.81	17.51	18.20
102	2010	14.28	15.43	16.60	17.77	18.91	20.04	21.17
105	2010	15.54	16.80	18.05	19.33	20.61	21.87	23.12
110	2010	16.93	18.19	19.44	20.67	21.89	23.14	24.36
115	2010	18.05	19.35	20.64	21.91	23.23	24.49	25.76
120	2010	18.96	20.29	21.59	22.92	24.29	25.62	26.95
125	2010	19.89	21.25	22.60	23.98	25.35	26.74	28.17

For bargaining unit members hired after January 1, 2009

Effective March 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
101	2010	14.20	14.65	15.09	15.54	15.98	16.42	16.87	17.31	17.76	18.20
102	2010	14.28	15.04	15.81	16.58	17.34	18.11	18.87	19.64	20.41	21.17
105	2010	15.54	16.38	17.22	18.07	18.91	19.75	20.59	21.43	22.28	23.12
110	2010	16.93	17.76	18.58	19.41	20.23	21.06	21.88	22.71	23.53	24.36
115	2010	18.05	18.91	19.76	20.62	21.48	22.33	23.19	24.05	24.90	25.76
120	2010	18.96	19.85	20.74	21.63	22.51	23.40	24.29	25.17	26.06	26.95
125	2010	19.89	20.81	21.73	22.65	23.57	24.49	25.41	26.33	27.25	28.17

MEMORANDUM OF UNDERSTANDING

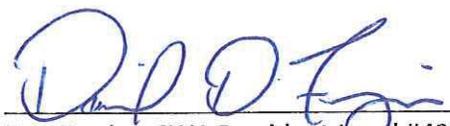
PART-TIME EMPLOYEES

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communication Workers of America/AFL-CIO (hereinafter "Union") agree to the following:

The City and the Union have considered a current regular part-time employee to be in the bargaining unit represented by the Union. His terms and conditions of employment have been set forth in the collective bargaining agreements effective January 1, 2006 through December 31, 2011. The parties have agreed in Article 1, Section 1 of the successor contract, effective January 1, 2012 through December 31, 2014, to exclude from the bargaining unit part time employees working 32 hours or less per week. The City and the Union agree that the current part-time employee (namely Frank Dressler) will remain in the bargaining unit throughout the duration of his employment with the City, subject to the terms and conditions of employment contained in such agreement.

DATED at Beavercreek, Ohio this 27th day of April, 2012.

FOR THE UNION:



Dan Frazier, CWA President Local #4322

4-27-12

Date

FOR THE CITY:



Michael Cornell, City Manager

4-20-12

Date

MEMORANDUM OF UNDERSTANDING

Waiver in Case of Emergency

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communication Workers of America/AFL-CIO (hereinafter "Union") agree to the following:

The parties have agreed in Article 37, Section 1 that effective January 1, 2012 through December 31, 2014 that upon declaration and suspension of the Collective Bargaining Agreement, the Mayor or designee shall notify the Union as soon as reasonably possible of the beginning and the end of such suspension.

DATED at Beavercreek, Ohio this 27th day of April, 2012.

FOR THE UNION:

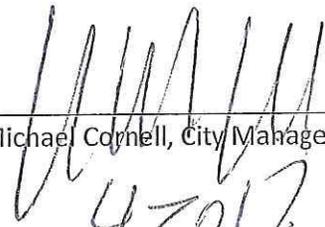


Dan Frazier, CWA President Local #4322

4-27-2012

Date

FOR THE CITY:



Michael Cornell, City Manager

4/30/12

Date

MEMORANDUM OF UNDERSTANDING

Wages

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communication Workers of America/AFL-CIO (hereinafter "CWA") agree to the following:

Article 19 Section 1 calls for a zero percent (0%) wage increase for the first year of the contract. Article 19 Section 1 also calls for one-time \$300.00 check to be paid to all members of the CWA upon ratification of the Agreement.

The City and the CWA agree that, for the second year, all Bargaining Unit Employees, employed by the City as of December 31, 2012 shall receive a lump sum payment equal to two (2) percent of the base hourly rate effective on that date, multiplied by 2080 hours. Employees hired after that date shall not receive this payment. This payment will be made the first full pay period in January of 2013 for fiscal year 2013. If the employee is in the Introductory Period on December 31, 2012, that employee shall receive the lump sum payment upon completion of their Introductory Period.

The City and the CWA agree that Bargaining Unit Employees, employed by the City as of December 31, 2012, who received the above mentioned payment shall receive a lump sum payment equal to two (2) percent of overtime pay, for all overtime paid in the Calendar year 2013, excluding all hours in which compensatory time was elected. This payment shall be paid the second full pay period in January of 2014. Bargaining Unit Employees must be employed by the City of Beavercreek on December 31, 2013 and must be eligible to receive a paycheck for the first full pay period in January of 2014, in order to receive this payment.

DATED at Beavercreek, Ohio this 27th day of April, 2012.

FOR THE UNION:

Dan Frazier
Dan Frazier, CWA President Local #4322

4-27-2012
Date

FOR THE CITY:

Michael A. Cornell
Michael A. Cornell, City Manager

4/30/12
Date

MEMORANDUM OF UNDERSTANDING

Layoff and Recall

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communication Workers of America / AFL-CIO (hereinafter "Union") agree to the following:

In order to implement the provisions of Article 9, Section 1.D. of the Contract Agreement, as it relates to the City decision to layoff a Union Employee from the position of Operations Coordinator, the Union recognizes that the appropriate "equal or lower paying job classification" for which said Union Employee has "greater Seniority than the Employee who he/she displaces, and the ability to do the job required", is the position of Senior Center Secretary.

The Union hereby agrees that the Operations Coordinator, by virtue of this aforementioned Layoff and Recall process, will not displace the Senior Center Coordinator.

In exchange for this consideration, the City will pay the Senior Center Secretary position at the equivalent of pay grade of 305, Step 7 for the period of time that said Union Employee occupies that position.

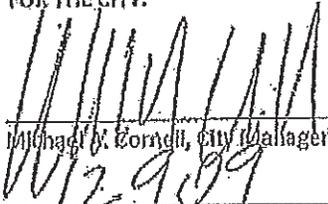
Dated at the City of Beavercreek, Ohio, this 12/19 day of December, 2009.

FOR THE UNION:


Jeff Cook, President CWA Local 4322

12/19/09
Date

FOR THE CITY:


Michael J. Cornelli, City Manager
12/19/09
Date

MEMORANDUM OF UNDERSTANDING

UNIFORMS AND SAFETY EQUIPMENT

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communications Workers of America/AFL-CIO (hereinafter "Union") agree to the following:

The parties have agreed to the most recently revised version of the Policy on the Issuance of uniforms and safety equipment dated November 25, 2009 with the filename of "POLICY ON UNIFORMS 100509.112509.doc" and attached herewith.

The parties have agreed that Article 29, Section 1 references to Winter Clothing and Safety shoe allowances will be provided for beginning in the calendar months of October for Winter Clothing, and January for Safety Shoes for each year of the Contract Agreement.

The parties also agree that Article 29 Section 3, Property of The City, does not intend nor make reference to Winter Clothing or Safety Shoes purchased with allowances provided by The City, thereby establishing the fact that Winter Clothing and Safety Shoes are Personal Equipment and remain the property of the Employees.

The parties also agree that any winter clothing "outer wear" (defined herein as any garment worn over the "Daily Uniform") will be Brown in color, all other items purchased intended to be worn under a uniform and so long as they don't reveal any visible commercial advertising will be free to choice by the Employee. Embroidery of The City of Beavercreek's logo for "outer wear" will be optional for the 2009 winter clothing allowances.

Finally, the parties agree that in signing this Memorandum the Union agrees to withdraw its grievance on the Uniform Policy, without prejudice.

Dated at Beavercreek, Ohio this 11th day of December, 2009

FOR THE UNION:

Jeff Cook
Jeff Cook, CWA President Local 4322

12/11/09
Date

FOR THE CITY:

Michael Cornell
Michael Cornell, City Manager

12/11/09
Date

POLICY ON THE ISSUANCE OF UNIFORMS AND SAFETY EQUIPMENT

Rev Date: November 25, 2009
Effective Date: November 25, 2009

I. Purpose.

The purpose of this policy is to establish the rules and procedures applicable to the issuance of Uniforms and Safety Equipment relative to the Bargaining Unit Members covered under the Collective Bargaining Agreement between the City of Beavercreek and the CWA ("Union").

II. Definitions.

- A. "Authorized personnel" shall be defined throughout this Policy as "Management" (i.e., Foreman, Superintendent, Director, and City Manager) or their designees.
- B. "Bargaining Unit Members" are those employees who are subject to these rules.
- C. "Tech Unit" describes those employees within Article 1, Section 1, and Paragraph A of the CWA Contract.
- D. "Maintenance Unit" describes those employees within Article 1, Section 1, and Paragraph B of the CWA Contract.
- E. "Uniforms and Safety Equipment" refers to Article 29 of the CWA Contract with the same title.
- F. "Contractor" will be the company(ies) selected by the City of Beavercreek, to provide, repair, replace and clean uniforms and/or the company(ies) selected by the City of Beavercreek to provide other safety equipment or winter clothing.

III. Procedures.

- A. This policy applies to the administration, by authorized personnel, of all issues including:
 - 1. Determination of the need for provision of uniforms, winter clothing and/or safety equipment to meet the operational needs of the various positions held by Bargaining Unit Members as necessary for daily work requirements based on environmental conditions, emergencies, and/or special circumstances.
 - 2. Determination of the methods and procedures for the contracting, disbursement or reimbursement relative to the purchase, rental, issuance, cleaning, replacement or return of various items, including uniforms, safety equipment, specialized clothing, and winter clothing.

Department of Public Works / Department of Parks, Recreation & Culture

3. Determination of the methods and procedures for providing identification, style, color, material for uniforms and other items of clothing to be worn in the performance of work for the City of Beavercreek.

IV. Special Rules for Administration of Policy on the Issuance of Uniforms and Safety Equipment.

A. General Requirements.

1. Bargaining Unit Employees who are issued uniforms by contract shall be required to wear uniforms during work hours unless otherwise approved by their supervisor. Uniforms provided by the City shall not be worn at any time other than actual City employment, and travel to and from such work. The divisions/departments that are required to wear uniforms are as follows:
 - a. Department of Public Works.
 1. Street Division
 2. Traffic Division
 3. Garage Division
 4. Buildings and Grounds Division
 - b. Department of Parks Recreation & Culture.
 1. Parks Division
 2. Cemetery Division
 - c. Other Departments as determined by Management.
2. All Bargaining Unit Employees shall be counseled about the requirements regarding the wearing of such uniforms and what to wear as provided herein.
3. Items of uniform stolen or lost shall be replaced by the employee.
4. Items of uniform damaged beyond usable condition by neglect of an employee shall be replaced by the employee.
5. Upon separation from the city, all uniforms and safety equipment shall be returned to the supervisor upon separation from employment with the City and issuance of the final paycheck.
6. Bargaining Unit Employees not entitled to uniforms by contract, seasonal and non-bargaining unit employees may, as determined by their supervisor, receive all or part of the uniform and safety equipment as described herein, at the discretion of Management.

Department of Public Works / Department of Parks, Recreation & Culture

7. In all instances, be it Uniforms, Safety Equipment, Rain Gear or Other Protective Safety Equipment, the employee is required to demonstrate to Management, the need for replacement of said item(s). Annual replacement of any item shall be subject to inspection by Management.
8. Equipment, insignia buttons, ball caps, hard hats and other items not issued or required by the Employer may be utilized or worn only with the permission of the Department Director or his or her designee.
9. Existing winter clothing, purchased with City allowances, that contains commercial or other advertising or branding outside of the City of Beaver Creek, shall be phased out by January 1, 2011.

B. Daily Uniforms.

1. Each employee, when provided a daily work uniform, shall be required to wear the daily work uniform. This requirement shall be strictly enforced upon execution of the new uniform contract (Estimated at January 1, 2010.)
2. Each employee, when required to wear a daily work uniform, will be provided with a minimum of five (5) changes of uniform, including five (5) changes of shirts and five (5) changes of trousers weekly. This may include up to eleven (11) shirts, or a combination of eleven (11) short-sleeved and/or long-sleeved shirts and eleven (11) trousers. Additionally, garage maintenance personnel will be provided with two (2) jump suits, changing one per week. These uniforms are to be cleaned professionally on a weekly basis by the contractor/service provided by the City if the employee properly returns the soiled clothing.
3. Cleaning and repair. Threadbare uniforms will be replaced by the contractor. Tears and rips will be repaired by the contractor.
4. Each uniform provided for the employee shall be kept clean and in good repair by the employer.
5. Management may negotiate a contract for provision and cleaning of all, part, or none of the required uniform.

Department of Public Works / Department of Parks, Recreation & Culture

C. T-shirts.

1. Each full-time and permanent part-time CWA employee, as designated for outdoor work in the summer months, will be furnished with six (6) t-shirts annually, which may be worn instead of the uniform shirt from May 1 to October 1, unless otherwise directed by Management. The issuance of t-shirts to seasonal or intern employees shall be determined on an as-needed basis by Management.
2. Employees will be responsible for laundering the t-shirts on their own time.

D. Shoes.

1. Each employee is required to wear steel-toed work boots or safety shoes unless otherwise designated by Management.
2. The City will provide each eligible employee, ~~in the calendar month of January each year, on the CWA Agreement in compliance with the City's Uniform Policy,~~ so designated, safety shoes or work boots which meets the requirements of the work assignment for that position. Part-time and seasonal/intern employees shall be responsible for their own safety shoes or work boots and shall arrive in dress suitable to the position being served as determined by Management.
3. The City will provide safety shoes or work boots that meet the required ANSI standard, up to the value of \$150 per year. The City will replace safety shoes as needed, but not more than one pair per year, when the employee demonstrates to the City's satisfaction, that a pair was ruined on the job, through no fault of the employee.
4. The City reserves the right to require employees to wear the specified safety shoes and to purchase ~~said shoes~~ from the store selected by the City of Beavercreek, unless specifically waived by the department due to physical or medical needs.

E. Safety Glasses and Goggles

1. Each new employee designated to need safety goggles shall be issued goggles by the City. The goggles are the property of the City and shall be returned to the City before termination, unless they are prescription goggles.
2. When worn, goggles or glasses need to be replaced, they should be turned in to the supervisor and another pair issued, up to a limit of \$50 per year, with the employee paying any cost over that amount.

Department of Public Works / Department of Parks, Recreation & Culture

3. The purchase of prescription safety goggles or glasses must be preapproved by the City, up to a limit of \$150 per year, with the employee paying any cost over that amount. If the Bargaining Unit has coverage for prescription glasses, the employee will obtain the glasses from a vendor that honors the policy in force at the time.

F. Additional Winter Clothing

1. The City will provide Carhartt Outerwear or similar winter clothing for Bargaining Unit Employees working outside beginning in the month of October of each year. ~~OWA agreement in compliance with the city uniform policy,~~ up to a limit of the \$175 (\$225 for big and tall sizes) allowance per year. The City of Beaver Creek will select the Contractor to provide the Additional Winter Clothing. For descriptive purposes, the term Carhartt shall be interpreted to refer to the Manufacturer or Supplier selected by the City of Beaver Creek.
2. Eligible employees will be given a choice of a one-piece Carhartt Coverall with a mid-weight quilt lining OR a two-piece Carhartt outfit consisting of a bib overall with a mid-weight quilt lining and a chore coat with a blanket lining.
3. An embroidered City logo or patch and the script of the City of Beaver Creek will be placed on the left chest area of the coveralls and coats and other visible outer wear. Patch or embroidery to be provided by the City of Beaver Creek at no cost to the Employee ~~as this will identify and verify as a City of Beaver Creek Employee during his/her assigned shift or while working after hours before the start of their regular shift.~~
4. All outerwear will be of the same styles and Carhartt brown in color or other color as selected by Management.
5. It is the employee's responsibility to clean and maintain the foul weather gear and ~~additional winter wear~~ on their own time.
6. Employees are encouraged to spend less than the allowable amount; however additional winter accessories may be purchased from the supplier selected by the City of Beaver Creek. The items, styles and colors will be selected by the City of Beaver Creek and maintained on the approved list of items. ~~Since these items of additional winter clothing are for personal use items purchased for each employee and not rented shall become the personal property of the employee.~~

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Additional winter clothing items may include thermal socks, thermal underwear and thermal hats as provided by the supplier and on the approved list of items.

7. Existing winter clothing, purchased with City allowances, that contains commercial or other advertising or branding outside of the City of Beavercreek, shall be phased out by January 1, 2011.

~~Placement of patches or embroidered identification on winter clothing shall be incorporated by January 1, 2011.~~

H. Rain Gear and other Protective Safety Equipment

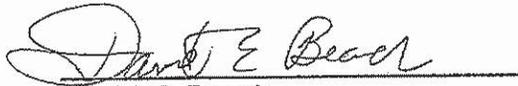
1. Rain Suits -- issued upon employment and repaired when worn or damaged and are subject to return to the City prior to replacement.
2. Gloves
 - a. Rubber Gloves -- issued to workers, who are in contact with materials that may contain pathogens or chemical compounds upon request.
 - b. Work Gloves -- issued to workers, who are required to perform physical labor or other tasks that require protection of the hands.
 - c. Insulated Gloves -- issued to workers, who are required to work outdoors in inclement weather or in cold climate environment.
3. Chaps -- Issued to workers on an as needed basis.
4. Safety Harnesses -- Issued to workers that are required by virtue of their job classification to work at tasks that require the application of the harness, such as extreme heights or enclosed spaces.
5. Ear Protectors -- Provided upon request, depending on the job type and duration.

I. Designation of Level of Issuance for Uniforms and Safety Equipment

1. Level One - Long Sleeve and/or Short Sleeve Uniform, Steel Toed Shoes, Foul Weather Gear, Additional Winter Clothing.
 - a. Building Attendant
2. Level Two -- Long Sleeve and/or Short Sleeve Uniform, Coveralls, T-Shirts, Steel Toed Shoes, Foul Weather Gear, And Additional Winter Clothing.

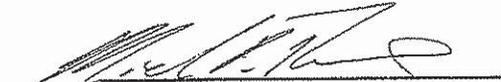
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- 4. **Level Four** – Long Sleeve and/or Short Sleeve Uniform, Foul Weather Gear, Steel Toed Shoes, Additional Winter Clothing.
 - a. Section Leader



David E. Beach
Director of Public Works

Date 10/07/09



Michael Thonnerieux
Director of Parks, Rec. & Culture

Date 10-7-09