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Collective Bargaining Agreement

Between

City of Sylvania

And

Sylvania Municipal Employees Association

American Federation of State, County and Municipal  
Employees, Ohio Council 8, AFL-CIO

January 1, 2013 to December 31, 2015

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STATE OF OHIO  
MUNICIPAL EMPLOYEES BOARD

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**ARTICLE I**  
**PREAMBLE**

This Agreement entered into by the City of Sylvania, hereinafter referred to as the employer, and Ohio Council 8 Local 3468, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its sole purpose to promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and fringe benefits and the mutual agreement of other conditions of employment.

**ARTICLE II**  
**CITY PREROGATIVES**

Section 1. The Union acknowledges that the City has the inherent right and responsibility to govern, operate, control and manage the City and the City shall retain the right and responsibilities, among others, as set forth in Ohio Revised Code Section 4117.08 to, (1) determine matters of inherent managerial policy which, but not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure; (2) direct, supervise, evaluate, and hire employees; (3) maintain and improve the efficiency and effectiveness of governmental operations; (4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; (5) suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees; (6) determine the adequacy of the work force; (7) determine the overall mission of the employer as a unit of government; (8) effectively manage the work force; (9) take action to carry out the mission of the City as a governmental unit.

Section 2. The City acknowledges that the terms of this Agreement serve to define the implementation of certain dimensions and actions taken by the City as part of its inherent right and responsibilities as set forth in Section 1 above. However, except as expressly provided in the Agreement,

nothing herein or any past practice or course and conduct by the City shall be construed to restrict the rights and responsibilities contained in Section 1. The Union acknowledges further that the terms of this contract shall not be deemed to constitute a waiver by the City of its inherent rights and responsibilities nor be deemed to require the City to bargain collectively at any time regarding those inherent rights and responsibilities set forth in Section 1 of this article.

### ARTICLE III RECOGNITION

Section 1. The City agrees to recognize the Sylvania Municipal Employee Association, American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3468, AFL-CIO, as having jurisdiction over and being the sole and exclusive bargaining agent for the employees working in the following classifications: All full time Laborers, Public Works Servicemen, Water Maintenance Workers, Sewer Maintenance Workers, Street Maintenance Workers, Construction Inspectors in The City's Division of Streets, Vehicle Maintenance, Parks and Forestry, Utilities and Engineering construction, and Utilities Services. All other City of Sylvania employees are excluded from the bargaining unit.

### ARTICLE IV SUBCONTRACTING

The City shall retain its inherent right to subcontract all City work. The City shall not be required to bargain or otherwise confer with the Union regarding any such decision to subcontract City work or the effects thereof. (But the City shall give the Union written notice of any such decision to subcontract which directly results in the layoff of any bargaining unit employees at least thirty (30) days before such subcontracting is to be effective, except under emergency situations which may exist in the opinion of the Mayor where written notice will not be required.)

The City agrees not to subcontract work, which results in layoffs of Bargaining Unit Employees, without discussing with the Union President (or his/her designee) prior to the decision being made.

ARTICLE V  
NON DISCRIMINATION

The City and the Union agree that this Agreement will apply equally to all employees regardless of race, creed, color, national origin age or sex.

ARTICLE VI  
NO STRIKE

The Union and all employees agree that they will not engage in, initiate, authorize, sanction, ratify, or support any strike, slowdown, stay-in, sick-out, or other curtailment or restriction of City services or interference with City work including any sympathy strike or the honoring of any picket line, including that of the Union, whether or not authorized by the Union or any other local or international union, during the life of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement they will not hinder or interfere with any member of the public, suppliers, contractors, or others having business with the City.

Any employee engaging in any of the foregoing conduct during the life of this Agreement shall be subject to disciplinary action by the City up to and including discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such act, and that no Arbitrator shall be empowered to order reinstatement of any employee discharged under the terms of this Article.

The provisions of this Article shall apply in addition to any statutory, administrative, or common law restrictions on the right of employees to engage in any such activity and the rights or remedies of the City regarding employees who engage in such activity.

ARTICLE VII  
UNION REPRESENTATION

Section 1. For the purpose of collective bargaining and processing grievances, the Union shall be represented by a Shop Committee of not more than four (4) members who shall be elected by the employees from among the employees who have been employed by the City a minimum of one (1) year. The Union will seek to insure that not more than one (1) employee from the same Division shall serve on the Union Committee at any one time.

The Union shall provide the City in writing with the names of its Committeemen and all changes thereto and the City shall be entitled to rely on the accuracy of any current list until receipt of a revised list or any revision thereof.

Divisional representatives and / or officers of the Union shall be permitted reasonable time during working hours to process grievances raised by bargaining unit members and to represent members in disciplinary actions brought by management. They shall be permitted to leave their regular work area to process a grievance or provide representation in disciplinary matters. Representatives shall notify their immediate supervisor that they are leaving their jobs to handle a problem and shall report when returning to work.

ARTICLE VIII  
BULLETIN BOARD

Section 1. The City will furnish the Union with a bulletin board for the purpose of posting Union notices relating to Union activities. Such notices shall be submitted to the Service Director prior to posting and shall contain nothing political or critical of the City. The Union may then post those notices which have been approved.

ARTICLE IX  
AGENCY SHOP

As a condition of continued employment, all employees who do not join the Union, shall remit to the Union a fair share fee, to be determined by the Union in accordance with the provisions of Ohio Revised Code 4117.09(C).

Any newly hired employee shall be required to remit a fair share fee beginning with the month following the completion of the employee's probationary period.

ARTICLE X  
DUES DEDUCTION

Section 1. The City agrees to deduct Union dues from the wages of any employee who presents to the City, in accordance with procedures established by the City, a written, signed, and dated authorization providing for such deductions. Any employee who wishes to withdraw his authorization may do so at any time by presenting to the City, in accordance with procedures established by the City, a written, signed, and dated cancellation of such authorization. Upon receipt by the City of a cancellation of authorization from any employee as provided herein, all dues deductions from the employee shall cease.

Section 2. Notification in writing to the City by the Union of any changes in the amount of dues must be made at least thirty (30) days in advance of the effective date of any such change. A change in dues will not require an employee to sign a new authorization card.

Section 3. The Union shall defend, indemnify, and save harmless the City against any and all claims made upon, or suits instituted against, the City arising out of any action of the City taken pursuant to the provisions of this Article for dues deduction.

ARTICLE XI  
GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint, dispute, or controversy in which it is claimed that either party has violated a specific provision of this Agreement and which involves the meaning, interpretation, or application of this Agreement.

Section 2. The parties agree that all grievances should be dealt with promptly and every effort should be made to resolve the grievance on an informal basis between the employee and City representative or supervisor involved. Grievances shall be processed as follows:

Step 1: Within five (5) calendar days after the date on which the incident giving rise to the grievance occurred, a grievant shall discuss the matter with his immediate supervisor, who, if he has authority and believes it appropriate, shall make an oral response or settle the grievance.

Step 2: If the grievance is not resolved at Step 1, then, within ten (10) calendar days after the date on which the incident giving rise to the grievance occurred, the Union may appeal the grievance to Step 2. The Union shall reduce the grievance to Step 2. The Union shall reduce the grievance to writing, sign and date the grievance and present the written grievance to the Service Director or the Service Director's designate. The written grievance must state all relevant facts giving rise to the grievance, the dates on which the facts occurred, and the specific provisions of this agreement alleged to have been violated. The City shall not be obligated to process any grievance not containing the required information. The City shall respond in writing within ten (10) calendar days after the grievance is presented to the Service Director.

Step 3: If the grievance is not solved in Step 2, written appeal to the Mayor or the Mayor's designate may be filed by the Union within five (5) calendar days following the City's Step 2 response. The City shall issue a written response within fifteen (15) calendar days after the grievance is filed with the Mayor.

Step 4: If the grievance is not settled in Step 3, the Union may submit the grievance to arbitration.

Section 3. The parties, by mutual written agreement, may alter the grievance procedure in any respect. The parties shall make reasonable efforts to resolve grievances by consultation at all steps of the grievance process. Any grievance not initially presented or appealed to the next step by the Union or responded to by the City within prescribed time limits shall be deemed settled on the basis of the last position of the Union or the City, whichever is applicable, and shall be barred from further processing; but shall not be considered a precedent to any such future grievances. The time limits set forth may be extended by mutual written agreement of the parties.

## ARTICLE XII ARBITRATION

Section 1. Any grievance, except those arising out of the discipline, demotion, discharge, and / or layoff of an employee, which is not settled in Step 3 of the Grievance Procedure may be submitted to an impartial arbitrator by either party. Notice of intent to appeal any grievance to an impartial arbitrator shall be filed in writing with the other party within fifteen (15) calendar days after a final answer has been given by the other party in Step 3; otherwise, such grievances shall be considered settle on the basis of the answer so given. The fifteen (15) day period provided for in this paragraph may be extended an additional fifteen (15) days by joint written agreement. If an extension is made pursuant to a request of the Union in writing, there shall be no liability on the City for back pay or any other liability for the fifteen (15) day period of extension. No grievance shall be considered under this procedure in respect to any occurrence, incident or event that arose prior to the effective date of this Agreement.

Section 2. If the City and the Union cannot agree on an arbitrator, the arbitrator shall be selected by alternate striking of names, the City striking first, from panels supplied by the Federal Mediation and Conciliation Service, The State Employment Relations Board, or the American Arbitration Association. The City and the Union shall share equally the Arbitrator's fee and other expenses of arbitration. However, the cost of any shorthand report and all transcripts thereof shall be paid for the party ordering same except that if the other party request a copy of such transcript it will pay half the cost of the original

and one copy. No more than one (1) grievance shall be submitted to an Arbitrator for a determination at one time unless agreed otherwise by the City and the Union. If a single issue is involved in more than one (1) grievance at the time an Arbitrator is selected, the parties agree to submit all such grievances for determination by that Arbitrator. The Arbitrator shall render his decision within thirty (30) calendar days after closing the proceedings. The award shall be signed by the Arbitrator, and two (2) copies of the award shall be delivered or mailed to each of the parties. The decision of the Arbitrator shall be final and binding on both parties.

Section 3. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplemental agreement.

Section 4. The Arbitrator will make his decision based upon the evidence submitted by both parties and when the Arbitrator so decides, in cases in which an employee was penalized by loss of working time, the City will pay such employee's back wages computed on the basis of actual lost wages during the lost working time, less unemployment compensation and compensation from any other source, which such employee may have received during the period of separation from the payroll of the City.

### ARTICLE XIII HOURS OF WORK

Section 1. A full time employee is an employee who is hired to work and who works regularly forty (40) hours per week. A part-time employee is an employee who is hired to work regularly fewer than forty (40) hours per week. A casual employee is one who is hired to work on a seasonal or irregular basis for 1500 hours or less per year.

Section 2. Part-time employees and casual employees shall not be covered by the terms of this Agreement.

Section 3. Nothing contained in this Agreement shall be construed to constitute a guarantee of hours to work per day or per week.

ARTICLE XIV  
PROBATIONARY PERIOD

Section 1. During the first full year of employment with the City, an employee shall be considered probationary. Probationary employees shall be subject to discipline and / or discharge at the City's discretion at any time.

Section 2. An employee whose probationary period is interrupted by absence for five (5) consecutive workdays or more shall recommence his probationary period on the date of return to work which shall be considered his first day of last hire for all purposes under this Agreement.

Section 3. At the expiration of his probationary period an employee shall be covered by all the terms of this Agreement.

Section 4. Probationary employees may not file grievances.

Section 5. An employee who is promoted to a higher job classification shall serve a probationary period of one year in such classification during which the employee may be demoted to his former job classification at the sole discretion of the City. Such a demotion shall not be subject to any grievance procedure or Civil Service Commission review except for promotion to the positions of Water Maintenance Worker, Sewer Maintenance Worker, and Street Maintenance Worker. Promotions to those three Class Title positions would be subject to appeal through the Civil Service Commission.

ARTICLES XV  
WAGES

Section 1. The matter of wages and the minimum rates of pay for job classifications and labor grades are attached to this Agreement as "Appendix A" which is part of this Agreement. Such job classifications are merely for the purpose of identification and general description and shall not be deemed to control or limit job content. The appropriate labor grade for an employee shall be determined based on the employee's anniversary date of hire, transfer, or promotion into each classification. Upon entry into a job classification, an employee shall be paid at the Starting grade rate; upon completion of

one year of continuous service in a classification, an employee shall advance to Grade 1; upon completion of two years of continuous service, an employee shall advance to Grade 2; upon completion of three years of continuous service, an employee shall advance to Grade 3; upon completion of five years of continuous service, an employee shall advance to Grade 4.

Section 2. The normal payday will be once every two weeks by direct deposit. All Employees shall be required to provide The City with a voided blank check for the City to utilize in setting up the direct deposit procedure.

Section 3. The wage rates for all employees as set forth in "Appendix A" will remain in effect for the duration of this Agreement.

Section 4. All full-time employees, hired on or before January 1, 2000 with five (5) or more years of continuous service shall receive longevity pay in addition to their regular salary in accordance with the following schedule:

<u>After Years of Service</u>	<u>Percentage Factor of Base Pay</u>
5	100.5000
6	101.0023
7	101.5075
8	102.0150
9	102.5251
10	103.0377
11	103.5529
12	104.0707
13	104.5911
14	105.1141
15	105.6397
16	106.1679
17	106.6987
18	107.2322
19	107.7684
20	108.3072
21	108.8487
22	109.3929
23	109.9399
24	110.4896
25	111.3183
26	112.1532
27	112.9943
28	113.8418
29	114.6956
30	115.5558
31	116.4225
32	117.2957
33	118.1754
34	119.0617
35	119.9547

Section 5. All full-time employees hired after January 1, 2000 with five or more years of continuous service with the City shall be entitled to annual longevity payments in accordance with the following schedule:

<u>Completed Calendar Years of Service</u>	<u>Amount</u>
5 years through 9 years	\$ 400.00
10 years through 14 years	\$ 700.00
15 years through 19 years	\$1,000.00
20 years through 24 years	\$1,300.00
25 years or more	\$1,600.00

All such longevity pay shall be paid in a lump sum on the employee's anniversary date each calendar year.

## ARTICLE XVI OVERTIME

Section 1. Overtime pay of one and one-half (1-1/2) times the employee's regular hourly base rate shall be paid for all hours worked by an employee in excess of forty (40) hours in any one (1) week or in excess of eight (8) hours in any one (1) work day, but not for both. Only hours actually worked by an employee shall be counted for purposes of calculating overtime pay.

Section 2. There shall be no duplication of overtime premiums with any other premiums for the same hours worked.

Section 3. The City shall have the right to require employees to work a reasonable amount of overtime.

Section 4. Any employee called to work due to unscheduled, unforeseen, or emergency work other than during his regularly scheduled work period shall be paid a minimum of three (3) hours pay at the regular or actual hours worked at the applicable overtime rate, whichever is greater; provided, however, that this emergency call-in provision shall not apply when an employee is called in early to his regular scheduled work period and works continuously from the time of so reporting for such early call-in to his regular scheduled work period.

Section 5. Holidays, vacations days, paid sick days, and bonus days shall be considered as time worked for the purpose of computing overtime.

Section 6. If an employee in the bargaining group is required to come to work and such work is not considered overtime or call-in work, and the hours such employee is required to appear for work are not his regular hours, as determined by the Director of Public Service, the employees shall receive a shift adjustment of one dollar and twenty five cents (\$1.25) per hour.

Section 7. Any bargaining unit employee may elect to take compensatory time off in place of overtime pay. Should an employee elect to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request such compensatory time using the applicable form provided by the City. Request for compensatory time must be submitted to the employee's Superintendent no later than when the employee's pay sheets are submitted, otherwise the employee will be paid for overtime.

No employee may accumulate more than 40 hours of compensatory time within one (1) calendar year and it shall be accumulated at the overtime rate. Compensatory time must be used by the last pay period of each calendar year and those hours not used at that time will be paid in cash at the rate of pay of when they were earned. Compensatory time must be taken in increments of not less than one (1) hour. Requests for leave chargeable to compensatory time will be formulated in accordance with procedures established by the City and must not present a scheduling conflict or interfere with the orderly operation of the division or section.

Section 8. An employee who is required to work unscheduled overtime on one of these four (4) family holidays: Independence Day, Thanksgiving Day, Christmas Eve Day and Christmas Day shall be paid two (2) times his regular hourly rate for all hours in excess of 40 hours in pay status in any one week.

## ARTICLE XVII TRANSFER OF EMPLOYEES

Section 1. A temporary transfer is a temporary promotion for a definite period of time not exceeding thirty (30) calendar days. If an employee is temporarily promoted to a job classification with a

pay rate different from his usual rate, he shall not suffer a reduction in pay but shall keep the same rate of pay or receive the rate of pay of the lowest grade for the job to which he is transferred, whichever is greater. To be eligible for the rate of pay of the job transferred into as provided herein, an employee must be transferred to such job for a minimum of a full eight (8) consecutive hour shift.

Section 2. An employee who is transferred indefinitely or permanently into a job classification with a lower rate of pay shall receive the lesser of the rate of pay provided for the highest grade for the job transferred into or his former rate of pay.

Section 3. An employee who is promoted indefinitely or permanently into a job classification with a higher rate of pay shall be paid at the greater of his former rate of pay or the rate of pay of the lowest grade for the job to which he is promoted.

At the discretion of, and with the approval of the Mayor, if an employee is transferred temporarily into a job classification with a higher rate of pay, he shall be paid at the greater of his former rate of pay or the rate of pay for the job to which he is promoted.

## ARTICLE XVIII SENIORITY

Section 1. Seniority shall be defined as and be based upon:

- (a) Length of continuous service in a job classification.
- (b) Qualifications, i.e., prior work record, acquired skill, ability, physical fitness, dependability to perform the work involved in an efficient manner, and / or availability.

The City shall maintain a seniority list showing the relative seniority of all employees by job classification and continuous service.

Section 2. Seniority will be broken and employment shall be terminate for any one of the following reasons:

- (a) Discharge
- (b) Voluntary quit
- (c) Failure to report after layoff or leave of absence pursuant to the provisions of this Agreement.
- (d) Layoff of an employee for two (2) years or a period longer than his active employment since first day of last hire, whichever period is shorter.

- (e) Retirement
- (f) Permanent total disability

Section 3. An employee rehired after a break in seniority shall in every respect be treated as a new employee.

Section 4. In the event it is necessary to lay off employees, the City will determine which job classification(s) will be affected. The City first will lay off probationary employees within such classifications. The City shall then lay off by departmental seniority, if qualifications are equal, employees within the job classification affected.

An employee who is laid off from his or her specific division may bump the least senior employee in another division, providing such laid off employee has more departmental seniority than the least senior employee and providing such employee is qualified to perform the job.

Section 5. A recalled employee who does not report for work on the day specified in the notice of recall provided the notification is sent no fewer than five (5) working days prior to the date specified to report to work, shall be considered as a voluntary quit without notice. It shall be the responsibility of employees to keep the City informed of their current addresses and telephone numbers. The most recent address and telephone number listed in an employee's personnel file shall be presumed to be correct and notification made or sent to such address or telephone number shall be considered properly given.

Section 6. Seniority shall be applied by the City only when making decisions regarding conflicting vacation requests and layoffs.

## ARTICLE XIX VACATIONS

Section 1. Each regular full-time employee shall be eligible for a vacation during his second calendar year of employment and during each calendar year thereafter. However, no employee shall be entitled to any vacation until he has completed one full year of continuous service. Part-time employees shall not be entitled to vacations.

Vacation eligibility shall be as follows; during the employee's second (2<sup>nd</sup>) calendar year, the employee shall be entitled to one (1) day of vacation for each full month of continuous employment during the previous calendar year to a maximum of ten (10) vacation days; beginning with the employee's third (3<sup>rd</sup>) such calendar year, the employee shall be entitled ten (10) vacation days; beginning with the employee's seventh (7<sup>th</sup>) such calendar years, the employee shall be entitled to fifteen (15) vacation days; beginning with the employee's thirteenth (13<sup>th</sup>) such calendar year, the employee shall be entitled to twenty (20) vacation days; beginning with the employee's sixteenth (16<sup>th</sup>) such calendar year, the employee shall be entitled to twenty-one (21) vacation days; beginning with the employee's eighteenth (18<sup>th</sup>) such calendar year, the employee shall be entitled to twenty-two (22) vacation days; beginning with the employee's twentieth (20<sup>th</sup>) such calendar year, the employee shall be entitled to twenty-three (23) vacation days; beginning with the employee's twenty-second (22<sup>nd</sup>) such calendar year, the employee shall be entitled to twenty-four (24) vacation days; beginning with the employee's twenty-fourth (24<sup>th</sup>) such calendar year, the employee shall be entitled to twenty-five (25) vacation days; beginning with the employee's twenty-sixth (26<sup>th</sup>) such calendar year, the employee shall be entitled to twenty-six (26) vacation days.

Section 2. An employee shall be compensated at his regular weekly earnings rate (exclusive of any overtime) for each week of vacation taken.

Section 3. For purposes of this Agreement, the term "calendar year" shall mean the period from January 1 to December 31, inclusive.

Section 4. All vacations shall be scheduled in accordance with procedures established by the City.

Section 5. Vacations must be taken by an employee during the eligible calendar year and may not be carried over until the next calendar year except under the following circumstances. In the event the employee is not permitted, or is unable for reasons beyond his control, to take his vacation time in the calendar year in which it should have been taken, upon approval of the Service Director he will be

permitted to carry over such unused vacation into the following year. Under such circumstances, the unused vacation carryover must be taken within the first five (5) months of the succeeding calendar year.

Section 6. At the completion of each calendar year, all full-time employees covered by this agreement shall be entitled to receive additional paid vacation leave, called bonus vacation, which represents one-third (1/3) of each unused sick day earned during such completed calendar year as set forth in "Exhibit B". Paid bonus days shall be taken on the same basis as vacation days in the year following the calendar year which was the basis for allowance thereof or they shall be forfeited.

Instead of taking bonus vacation as time off, eligible employees may elect to receive part or all of such bonus vacation in cash. Such election must be made in writing, in accordance with procedures established by the City, and filed with the City no later than February 15<sup>th</sup> following the year in which such bonus vacation was earned. Bonus vacation so elected to be taken in cash will be paid by the City to such electing employee, at the employee's rate of pay in effect on the December 31<sup>st</sup> immediately preceding such election, no later than the first pay period in April following such election.

Section 7. Employees leaving the service of the City as a result of discharge or voluntary quit without at least two weeks written notice shall not be entitled to payment for any unused vacation time. All other employees leaving the service of the City shall be entitled to payment for unused accrued vacation time.

## ARTICLE XX HOLIDAYS

Section 1. In order to qualify for holiday pay, an employee must be in a paid status the entire workday prior to the holiday and the entire workday following the holiday. Should an employee call in sick on a qualifying day, the City reserves the right to require a written statement from a doctor stating the same. If required, the doctor's statement must be submitted to, and approved in writing by the Service Director for holiday pay to be authorized.

Section 2. All eligible full-time employees shall be entitled to the following paid holidays:

- New Year's Day.....January 1<sup>st</sup>
- Martin Luther King Day.....3<sup>rd</sup> Monday in January
- President's Day .....3<sup>rd</sup> Monday in February
- Memorial Day.....Last Monday in May
- Independence Day.....July 4<sup>th</sup>
- Labor Day.....1<sup>st</sup> Monday in September
- Columbus Day.....2<sup>nd</sup> Monday in October
- Veteran's Day.....November 11<sup>th</sup>
- Thanksgiving Day.....4<sup>th</sup> Thursday in November
- Day after Thanksgiving.....4<sup>th</sup> Friday in November
- Christmas Eve Day.....December 24<sup>th</sup>
- Christmas Day.....December 25<sup>th</sup>

Holidays falling on Saturdays shall be observed on the preceding Friday. Holidays falling on Sundays shall be observed on the following Monday.

Section 3. Part-time and temporary employees shall not be entitled to any holiday benefits.

Section 4. A probationary employee shall not be entitled to any holiday benefits until he shall have completed thirty (30) days of continuous service.

Section 5. All full-time employees who have completed ninety (90) calendar days of full-time continuous employment shall be entitled to one (1) personal day off with regular straight time pay per calendar year. Such personal day shall be scheduled as City requirements allow.

**ARTICLE XXI**  
**LEAVE OF ABSENCE**

Section 1. All full-time employees shall be entitled to sick days with pay. Paid sick day credit shall be accrued as follows:

- (a) All employees shall be entitled to .0577 paid sick days for each hour worked up to a maximum of fifteen (15) days eight (8) hour days of paid sick days per year.
- (b) All hours actually worked and all hours paid but unworked, including holidays, vacation, medical leave of absence, disability, on-duty leave of absence, personal leave of absence up

to forty (40) hours in any one (1) calendar year shall be "included as hours worked" for purposes of calculating accrued paid sick days. No credit for premium of overtime shall be given consideration in calculating accrual of paid sick days.

Section 2. There will be no limit on the amount of unused paid sick leave that an employee may accumulate.

Section 3. Except as expressly provided otherwise in this Agreement, an employee may use accrued sick leave only in cases of bona fide illness or injury of the employee or a member of the employee's immediate family reasonably requiring the employee's personal attention. To qualify for sick leave pay, an employee must advise the City of his absence, in accordance with procedures established by the City, prior to the start of his scheduled work shift unless the employee is prevented from doing so by conditions beyond his control. In such event, the employee shall so advise the City within a reasonable time. In all cases, the City reserves the right to refuse to pay any employee for sick leave until the employee submits a doctor's excuse or other proof of illness or injury acceptable to the City. In any case, the City may refuse to pay any employee for sick leave when the City reasonably believes the absence was not the result of a bona fide illness or injury. All such decisions will be reviewed and acted upon by the Service Director.

Section 4. Upon death or retirement with proper notice, an employee or his estate shall be entitled to cash payment for accrued unused sick leave as follows:

- (a) Employees on the payroll as of December 31, 1983 shall receive full payment for unused sick time up to a maximum of one hundred twenty (120) days;
- (b) All employees hired between January 1, 1984 and December 31, 1999 shall receive payment for one-half (1/2) of such accrued sick days up to a maximum of one hundred twenty (120) days;
- (c) All employees hired on or after January 1, 2000 shall receive payment for one-third (1/3) of such accrued sick days up to a maximum of one hundred twenty (120) days.

Rights to payment for accrued sick days shall terminate the later of thirty (30) days after the employee's last day of employment with The City of Sylvania, or when payment is actually made by the City.

Section 5. Employees eligible for sick leave, with pay, may use sick leave upon the approval of the Service Director for time off due to a death in the employee's immediate family, requiring the

employee's personal attendance. An employee requesting such leave shall inform his immediate supervisor of the fact and reason therefore as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence.

Section 6. Should an employee be in an unpaid status, except on authorized leave of absence, such employee will be subject to disciplinary action as established by the City and could result in discharge. Such disciplinary action would be appealable only to the Civil Service Commission.

Section 7. All sick day payments shall be based on the employee's regular straight-time hourly rate at the time of payment. Full paid sick days shall be charged against employees at the rate of eight (8) hours per day. Partial paid sick leave shall be charged at the rate of one (1) hour for each hour or part thereof used.

Section 8. ON-DUTY INJURY LEAVE OF ABSENCE. When an employee is injured or disabled while in the performance of his duties, and the injury is found to be compensable under the Workers Compensation laws of the State of Ohio, the employee may utilize accrued sick days and vacation days for the first seven (7) days of disability leave of absence. Thereafter, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and, provided further, such periods shall not exceed sixty (60), eight (8) hour work days with the first seven days of sick or vacation leave being reimbursed.

In order to be eligible, the employee must submit a City Employee injury report and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the employee is unable to perform the assigned duties; and
- (4) States the employees expected date of return.

If the employee returns to work prior to the expiration of the original sixty (60) day period and then is disabled at a later date due to the same injury, he may use the unused portion of the sixty (60) day period and follow the following outlined procedures of submitting a new City Employee injury report and

written statement from the attending physician or medical authority providing the same information as required above.

An employee, only on approved injury leave as set forth above, may, at the City's discretion, and subject to departmental policy, be required to work or be assigned other duties or limited duty during the period of disability at the employee's regular rate of compensation provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties assigned.

Should the disability exceed sixty (60) work days, the Mayor or his designated representative, upon application thereto and submission of proof of continued disability from the physician or medical authority, may extend the period during which the person is carried on the regular payroll. If the above requirements are not fulfilled, the request for injury pay extension will not be considered. Monthly statements from the physician will be required to extend the use of leave and must be submitted within seven (7) calendar days of the expiration date of the extension. In the event that the Bureau of Workers Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave or vacation leave. In the event that the employee has an insufficient number of accumulated sick leave or vacation leave hours to cover the number of hours charged to injury leave for a claim that had been denied by the Bureau of Workers Compensation, said employee's next regular pay check shall be reduced by an amount equal to the hours not covered by sick or vacation leave, not to exceed 20% of gross pay or another arrangement approved by the Finance Director which may include repayment from sick leave or vacation leave to be accrued until the City is repaid for time utilized and advanced by the City.

An employee who has exhausted paid injury leave and elects to receive temporary total disability benefits directly from the Bureau of Workers Compensation, shall be placed on a medical leave of absence covered under Article XXI, Section 11.

When an employee is required to continue follow up treatment or checkups after being released by his physician, such time shall not be charged to Sick Leave for up to ten (10 ) visits within the first sixty (60) calendar days of their return to full duty.

Section 9. The Mayor shall be permitted, at his discretion, to declare in writing an aggregate maximum of eight (8) working days annually as emergency leave during which period those City employees not required by the Mayor to work in essential municipal services, as provided in such declaration, shall be excused from performing their duties and from reporting to work during the declared emergency leave period with no loss of pay. Those employees not so excused shall be paid additional emergency compensation at the rate of one hundred fifty percent (150%) of regular compensation during the emergency leave period.

Section 10. PERSONAL LEAVE OF ABSENCE. A personal leave of absence for compelling personal reasons acceptable to the City, if City staffing requirements permit, may be granted up to fifteen (15) days. Upon application and for good cause, such a leave may be extended for up to an additional sixty (60) days. A request for personal leave (or extension) must be made in writing by the employee in accordance with procedures established by the City, with a full statement of the reasons for which the request was made.

Failure by an employee to return to work on the first scheduled workday following expiration of any leave of absence, without good cause acceptable to the City, shall be considered a voluntary quit without notice by such employee. An employee who, without the permission of the City, accepts employment elsewhere while on a leave of absence shall be considered to have quit voluntarily without notice.

Upon return from a leave of absence for a period of ninety (90) calendar days or more, an employee will be placed in his former job or another open job at the City's discretion.

The City may require medical proof of physical and / or mental, or emotional ability to perform assigned duties before allowing an employee to return to work from any medical or other Leave of absence.

Section 11. MEDICAL LEAVE OF ABSENCE. An employee will be granted medical leave of absence whenever he / she is unable to perform his / her job because of sickness, illness, or disability for a period of time equal to twelve (12) weeks, up to a maximum of one (1) year, or total accumulated sick days, whichever is greatest. Employees requesting sick leave must furnish a physician's certificate specifying the nature of the illness or disability and the estimated length of time that the employee will be unable to perform the essential functions of his / her job. Except as expressly provided otherwise in the Agreement, the employee will use accrued sick days and benefits shall continue to accrue to the extent of the period of sick days. The City will continue to provide health care, life and disability insurance for the period of (12) weeks, or five (5) months after the employee has used up all of his / her accumulated vacation and sick leave, provided the employee makes his / her contribution each month in advance.

The employee may also be required to obtain the opinion of a second health care provider designated or approved by the City for medical leave of absence.

An employee returning to work from medical leave is required to present the City with a medical certificate from his / her treating physician, indicating any restrictions on his / her ability to perform the essential functions of the job to which he / she is returning. The City may also require a physical examination at its expense if necessary to determine fitness for duty.

Any employee absent from the payroll after using up all accrued sick leave and vacation leave shall remain on the rolls of the City for a period of up to a minimum of twelve (12) weeks, or a maximum of one (1) year, or the accumulated sick days and vacation days, whichever is greatest.

Section 12. FAMILY LEAVE OF ABSENCE. An employee will be granted a minimum of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth of child, in order to care for a newborn child, and / or because of the placement of a child with the employee for adoption or foster care, in order to care for a spouse, child or parent of the employee who has a serious health condition, provided the employee provides a certification to verify the serious health condition. The employee may be required to obtain the opinion of a second care provider designated or approved by the City. The City will continue to pay the employee's health care, life and disability insurance for up to twelve (12) weeks,

during which the employee will use up his / her accumulated vacation and sick leave, and provided the employee makes his / her contributions each month in advance.

Section 13. REDUCED SCHEDULE LEAVE. An employee requesting intermittent or reduced schedule leave for a personal serious health condition or serious health condition of a family member as described in Sections 11 and 12 may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave. Such a leave shall require certification indicating that there is a medical need for the leave on the basis requested, the expected duration and schedule of intermittent or reduced schedule leave, and in the case of a family member, that the leave on the basis requested is necessary to care for or assist the family member.

## ARTICLE XXII MILITARY LEAVE

Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a military leave in pay status during which time the employee is engaged in the performance of official duty or training under competent orders. While on such leave, such employee shall be paid the employee's regular rate of pay, not to exceed a total of twenty-two (22) eight (8) hour work days or one hundred seventy six (176) paid hours in any one payroll year; provided however, to receive payment of salary an employee must, prior to the leave, file with the Head of the Department a copy of official orders and upon return a certification from the Commanding Officer of performance of duty in accordance with terms of the orders.

Where such annual military leave exceeds twenty-two (22) eight (8) hour work days annually and is pursuant to Executive Order or other legislative action of the Congress, such employee shall be entitled only to the difference between his regular wage and his military pay, as set forth in ORC 5923.05.

ARTICLE XXIII  
INSURANCE / PENSION

Section 1. The City will continue to provide, at its expense, hospitalization, medical / surgical, major medical, vision and prescription drug programs for all full-time employees covered by this agreement. The cost of the medical coverage shall be paid based on the following formula:

	City	Employee
Effective April 1, 2013	85%	15%

Effective April 1, 2013, employee co-pays for physician visits shall increase from \$10 to \$20 per visit and co-pays for prescriptions shall increase from \$5/\$10/\$16 to \$10/\$15/\$25 for Tier 1/Tier 2/Tier 3 drugs respectively.

The Employee's payment on the HMO Health Plan will not exceed \$250.00 each month, or no more than the contribution paid by non-bargaining employees, whichever is less, If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed \$25.00 per month with the spouse's employer, the spouse must elect coverage from their own employer and shall only be eligible for secondary coverage herein.

The City will also offer optional dental coverage, with the employee contributing twenty-five percent (25%) of the premium cost and the employer contributing seventy-five percent (75%) of the premium cost.

Section 2. The City will continue to provide, at its expense, its current term life insurance coverage for all full time employees covered by this Agreement. This coverage for all full-time employees covered by this Agreement is \$40,000.00

Section 3. The City will continue to provide, at its expense, its current Long Term Disability Benefits for all full-time employees covered by this Agreement.

Section 4. The City shall have the right to change insurance carriers provided the same or comparable benefits are maintained.

Section 5. The City's obligation to make insurance contributions on behalf of an employee upon the employee's termination of employment, layoff for thirty (30) consecutive days, or commencement of long term disability benefits will cease at the end of the month following thirty (30) days from the initial date in which the employee leaves the employment of the City.

The City's obligation to make insurance contributions on behalf of an employee shall cease two (2) weeks after commencement of any personal leave of absence or any other leave of absence without pay. An employee on a personal leave of absence or any other leave of absence without pay, may continue in effect the insurance programs by payment to the City the full monthly premium in advance each month for a period not to exceed eighteen (18) months.

Section 6. For the life of this Agreement, the City shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

The City will also implement a pick-up plan for those employees covered under this Agreement pursuant to Section 414(h)(2) of the Internal Revenue Code permitting employees covered by this Agreement to defer state and federal income taxes on that portion of their wages which represents their statutorily required contribution of the Public Employees Retirement System of Ohio at no cost to the City.

Section 7. The City shall not be obligated to make contributions to any insurance program of probationary employees until such employees have completed thirty (30) days of continuous service with the City.

Section 8. All members of the bargaining unit will be eligible for vision care insurance.

The following vision care benefits are effective:

Eye Examinations	One per year (12 month period)
Frames	One per year (12 month period)
Lenses	One set per year (12 month period)

The Vision Care Plan will pay the following amounts:

Eye Examinations	Maximum payment \$10.00
Contact Lenses	Maximum payment \$80.00
Frames and/or Lenses	Maximum payment \$130.00

ARTICLE XXIV  
BEREAVEMENT PAY

In the event of death to the parent, child, spouse, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law of a full-time employee in the City service, such employee shall be entitled to leave with pay if he attends the funeral as follows: Three (3) days if the burial takes place in the City or within five hundred (500) miles thereof; four (4) days if the burial takes place between five hundred (500) and nine hundred (900) miles of the City; and five (5) days if the burial takes place more than nine hundred (900) miles from the City. Such days shall be consecutive and one of such days shall be the day of the funeral. Bereavement pay will be at the employee's regular straight-time hourly rate of pay for the hours he would have worked.

ARTICLE XXV  
JURY DUTY

Section 1. An employee who has completed ninety (90) days of full-time employment who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the City an amount the employee would have earned by working during straight-time hours for the City on that day and the daily jury fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the City.

Section 2. The City's obligation to pay an employee for jury duty is limited to a maximum of ten (10) work days in any calendar year. In order to receive payment an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claimed such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty. Should an employee be required to serve more than ten (10) working days in any one calendar year, the employee would be required to submit a written request to the Finance Director for permission to extend their paid leave with pay.

ARTICLE XXVI  
TUITION REIMBURSEMENT

All regular full-time employees, who have completed their probationary period, shall be entitled to reimbursement of one hundred percent (100%) of the cost of tuition (excluding specifically, but not in limitation, books and laboratory fees) for approved courses of study at an accredited institution of learning when such study is undertaken in a field reasonably related to the employee's work duties. To qualify for such tuition reimbursement, an employee must obtain advanced approval in accordance with procedures established by the City, must submit proof of tuition cost acceptable to the City, and must achieve a passing grade of "C" or its equivalent or better. An employee shall not be entitled to such tuition reimbursement for courses which will qualify the employee for a new job or profession.

If within twenty-four (24) months following the completion of an approved course which tuition was reimbursed to the employee by the City, the employee's service with the City is terminated for any reason other than retirement, layoff or death of the employee, the employee shall be required to pay back to the City the tuition reimbursement received.

Full tuition reimbursement under this section shall be made only for the employee's first Bachelor degree. Any further degree shall be reimbursed at a maximum of 50% for a grade of "C" or better.

The aggregate amount of tuition reimbursement for any individual employee of the City shall not exceed \$5,000.00.

ARTICLE XXVII  
DIRECT DEPOSITS

The City agrees to direct deposit into any financial institution any portion of the wages of an employee who presents to the City, in accordance with procedures established by the City, a written, signed and dated authorization providing for such direct deposit. An employee may withdraw any such

authorization at any time by presenting to the City, in accordance with procedures established by the City, a written, signed and dated cancellation of such authorization.

ARTICLE XXVIII  
TOLEDO INCOME TAX WITHHOLDING

The Employer will establish a City of Toledo identification number with that City, and will withhold from regular bi-weekly payments of residents of the City who request in writing such differential tax due the City of Toledo from compensation earned in the City of Sylvania, and be remitted to the City of Toledo in accordance with regulations of the City of Toledo pertaining thereof.

Such written authorization may be withdrawn by the employee at the end of the second or fourth quarter of a calendar year or if an employee should move his residence out of the Toledo corporate limits.

ARTICLE XXIX  
MANDATORY COUNSELING

The City may require an employee, as a condition of continued employment, to undergo social or psychological counseling, in the program of the City's choosing, when the City reasonably believes that such counseling is necessary or desirable to maintain adequate job performance by such employee. The City shall pay for such counseling to the extent that the counseling is not covered under employee insurance programs.

ARTICLE XXX  
MEDICAL EXAMINATIONS

The City may require any employee to submit to a physical or mental examination, including drug testing, blood testing, and urinalysis, by a doctor of the City's choosing at the City's expense, upon return from any medical or other leave of absence or when the City reasonably believes that the employee is physically or mentally unable to perform assigned duties. In its discretion, the City may discharge any

employee who refuses to submit to such examination. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of returning to full duty, the two (2) doctors shall select a third impartial doctor to examine the employee. The decision of the third doctor concerning capability of returning to full duty shall be binding on the City, the Union and the employee.

## ARTICLE XXXI PERSONNEL FILES AND POLICY

Section 1. Understanding that the City maintains individual personnel files, an employee, on an annual basis, may be permitted to review his personnel file at any reasonable time and place.

Section 2. Should an employee, upon review of his file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said materials, which comment shall remain in the employee's file so long as the negative material remains.

Section 3. When an employee is charged with or is under investigation for contended violations of City rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publications of the employee's name and the extent of the disciplinary action taken or contemplated until such time as a final ruling has been made and served upon the employee.

Section 4. The Personal Service Records of all employees shall be cleared of all records of disciplinary actions in accordance with the following schedule;

- (1) Any oral or written reprimand shall be removed from the record after two (2) years from the date of reprimand;
- (2) Any suspension of less than thirty (30) days shall be removed from the record after a period of four (4) years of such suspension;
- (3) Any suspension of thirty (30) days or more shall be removed from the record after seven (7) years from such suspension.

Any such removal shall be subject to the following criteria:

- (1) There has been no occurrences of a similar or more serious type incident within the respective time periods.
- (2) The Director of Law has given written approval after determination that such removals will not adversely impact upon the City's legal position in any pending or reasonably foreseeable subsequent court action.

After one (1) year, an employee has the right to appeal to the Service Director for the removal of the disciplinary action from his or her file.

## ARTICLE XXXII MISCELLANEOUS

Section 1. It shall be the responsibility of each employee to keep the City informed of his current address and telephone number where he can be reached or a message left for him. The City shall rely on this address for all notice requirements set forth in this agreement.

Section 2. The employer agrees to provide the Union with a periodic list of the names, addresses and telephone numbers of employees who have left the bargaining unit or gone on an unpaid leave of absence.

Section 3. The employer agrees to provide the Union with a periodic report of the names, addresses and telephone numbers of new hires and transfers into the Union.

Section 4. The employer agrees to annually provide the Union with a list of all bargaining unit employees that include the following information: name, address, telephone number, employee ID, date of hire, classification, pay rate, shift, department and work location. This list may be provided in hard copy and electronic form.

## ARTICLE XXXIII LEGAL LIMITATIONS AND WAIVER

If any provision of this Agreement is or shall be in conflict with the requirements of Federal or State legislation, orders, decrees, rules, or regulations, the same shall be deemed amended so as to conform thereto and all other provisions of this Agreement shall remain in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Nothing herein shall prevent the City and the Union from mutually agreeing to negotiate or bargain collectively during the contract term.

#### ARTICLE XXXIV ENTIRE AGREEMENT

Section 1. This Agreement sets out the entire understanding between the City and the Union. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein. None of the benefits, rights or privileges accorded by this Agreement to the Union or to any employee covered by this Agreement shall survive the expiration or termination of this Agreement unless expressly stated herein.

#### ARTICLE XXXV DURATION

This Collective Bargaining Agreement is effective January 1, 2013 and shall remain in full force and effect until December 31, 2015 and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify, alter, or amend this Agreement is given in writing by either party no more than ninety (90), but at least sixty (60) days before the expiration date.

Should either party give notice to the other party as provided hereinabove of a desire to terminate this Agreement, upon the expiration of the said sixty (60) day written notice or the expiration date of the Agreement, whichever occurs later, this Agreement shall be terminated unless this Agreement is extended by mutual agreement of the parties.

Should either party give notice to the other party as provided hereinabove of a desire to modify, alter, or amend this Agreement and negotiations for a new Agreement are not completed by the expiration date of said sixty (60) days notice period or the termination date of this Agreement, whichever occurs later, this Agreement shall nevertheless continue in full force and effect until a new agreement is signed, unless either party gives the other party written notice to terminate said Agreement, which shall not be earlier than twenty-four (24) hours from the receipt of said notice. Any such notice of termination shall state the date upon which the termination of this Agreement shall be effective and upon such date this Agreement shall terminate.

## ARTICLE XXXVI ALLOWANCES

Section 1. The City shall provide, in accordance with its specifications, safety glasses, including prescription safety glasses. Employees will be responsible for the proper use and care of safety glasses and must replace lost or stolen safety glasses at their own expense. The City will purchase one pair of prescription safety glasses during a three year period and will replace the lenses if damaged on the job or if there is a noticeable change in the prescription.

Section 2. CDL LICENSE ALLOWANCE. Employees covered by this Agreement shall be reimbursed once every four (4) years on the renewal of their CDL license. The reimbursement will represent the difference between the cost of the CDL license and the cost of a regular driving license. Proper written receipts must be provided to the City by those individuals who wish to be so reimbursed.

ARTICLE XXXVII  
PENALTY FOR LOSING CDL LICENSE

Should an employee of said bargaining unit lose his driving privileges for work related duties, the following penalties will be imposed:

- (1) If the employee loses his driving privileges for work related duties for a period of time of thirty (30) days or less, he will forfeit their past pay adjustment.
- (2) If the employee loses his driving privileges for work related duties for a period of time from thirty (30) days to one (1) year, he shall be paid at the "Laborer" wage rate as determined by the Director of Public Service until his driving privileges for work related duties are reinstated.
- (3) If the employee loses his driving privileges for work related duties for a period in excess of one (1) year, he will be immediately subject to discharge from the City.

ARTICLE XXXVIII  
INTERNAL REVENUE SERVICE  
SECTION 125 PLAN

The City will continue to implement an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share or premium paid for health insurance, dental insurance, Ohio Municipal League accidental insurance, and those insurances offered by American Family Life.

To participate in the Section 125 Plan, an employee must meet the conditions for eligibility of the insurance policy(ies); which provide the benefits, be responsible for paying all or part of the applicable premiums, and complete and file the necessary forms with the Finance Department.

ARTICLE XXXIX  
DISCIPLINARY PROCEDURE

Section 1. An employee may be disciplined for incompetency, inefficiency, dishonesty, thievery, drunkenness on the job, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of equipment or apparatus, abuse of sick leave, absence without leave, use of illegal drugs or narcotics, the selling or offering for sale of illegal drugs or narcotics, physical violence,

behavior that presents an immediate danger to the safety of other employees, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office.

Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct seriously impairs the employee's ability to effectively and efficiently perform assigned job duties or such off-duty conduct unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of their section, division or department.

Section 2. The City will follow a five (5) step progressive corrective action policy consisting of:

- (1) Verbal warning;
- (2) Written warning;
- (3) Suspension of three (3) days or less;
- (4) Suspension of more than three (3) days;
- (5) Discharge.

Discipline will normally progress through the degrees; however, any level may be repeated, or, depending upon the nature of the offense, levels may be passed over.

Section 3. Whenever the employer determines that the employee's conduct may warrant a suspension without pay, reduction, discharge, or any other action resulting in the loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Each party shall have the right to question at the pre-disciplinary conference any person who testifies at the pre-disciplinary conference. Written notice of such conference shall be mailed or personally delivered to the employee. Such notices shall specify the time, date and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by a union representative and / or other representative of his choosing.

ARTICLE XL  
RIGHT TO VISIT

Authorized representatives of the Union shall have the right to visit the premises during working hours to check compliance with this Agreement. The Department Head or Supervisor must be notified in advance and give approval for any visit during working hours. The approval shall not be unreasonably denied.

Such visits will not be disruptive to the City's operations and shall not take place when other City business is pressing. If approval is denied, permission to visit shall be granted at the next earliest possible time.

ARTICLE XLI  
LABOR-MANAGEMENT MEETINGS

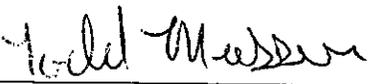
The parties agree to meet to discuss issues of concern to either party from time to time or as often as the parties mutually agree. Each party may be represented by up to four (4) persons. In addition, a staff representative of the Union may attend.

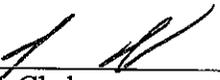
The party seeking the meeting shall provide an informal agenda of specific items to be discussed prior to the meeting, and a brief explanation of each, if necessary. Such meetings shall be held during working hours unless otherwise mutually agreed.

IN WITNESS WHEREOF, the City and the Bargaining Unit have caused this Agreement to be executed this 23 day of January, 2013.

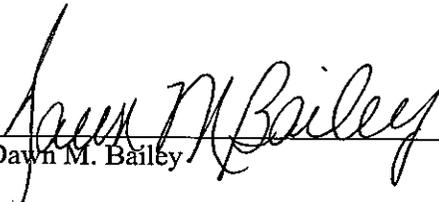
On Behalf of the Bargaining Unit

  
\_\_\_\_\_  
Marjorie Ott

  
\_\_\_\_\_  
Todd S. Musser

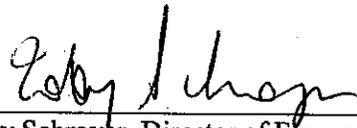
  
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Ryan C. Chalmers

  
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Joshua A. Adamski

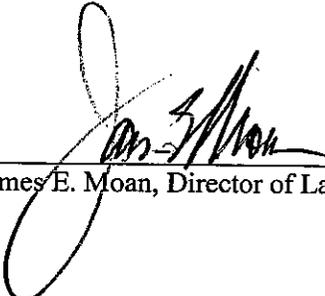
  
\_\_\_\_\_  
Dawn M. Bailey

On Behalf of the City of Sylvania

  
\_\_\_\_\_  
Craig A. Stough, Mayor

  
\_\_\_\_\_  
Toby Schroyer, Director of Finance

Approved as to Form:

  
\_\_\_\_\_  
James E. Moan, Director of Law

**APPENDIX A  
ANNUAL WAGE RATES**

**2013 Annual Wage - Effective January 1, 2013 (1%)**

	Start	Year 1 Grade 1	Year 2 Grade 2	Year 3 Grade 3	Year 5 Grade 4
Laborer	37,941	39,786	41,702	43,776	45,080
Public Works Serviceman	45,000	47,223	49,609	52,069	53,619
Construction Inspector	47,152	49,456	51,911	54,523	56,148
Water Maint Worker	47,152	49,456	51,911	54,523	56,148
Sewer Maint Worker	47,152	49,456	51,911	54,523	56,148
Street Maint Worker	47,152	49,456	51,911	54,523	56,148
Vehicle Maint Worker	47,152	49,456	51,911	54,523	56,148
Park & Forestry Maint Worker	47,152	49,456	51,911	54,523	56,148

Effective with the first full pay period in 2013 each employee of this bargaining unit shall receive a lump sum signing bonus of \$600.00. In addition to this lump sum signing bonus each employee will receive an additional bonus of \$250.00

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**2014 Annual Wage - Effective January 1, 2014 (1%)**

	Start	Year 1 Grade 1	Year 2 Grade 2	Year 3 Grade 3	Year 5 Grade 4
Laborer	38,320	40,184	42,119	44,214	45,531
Public Works Serviceman	45,450	47,695	50,105	52,590	54,155
Construction Inspector	47,624	49,951	52,430	55,068	56,709
Water Maint Worker	47,624	49,951	52,430	55,068	56,709
Sewer Maint Worker	47,624	49,951	52,430	55,068	56,709
Street Maint Worker	47,624	49,951	52,430	55,068	56,709
Vehicle Maint Worker	47,624	49,951	52,430	55,068	56,709
Park & Forestry Maint Worker	47,624	49,951	52,430	55,068	56,709

Effective with the first full pay period in 2014 each employee of this bargaining unit shall receive a lump sum signing bonus of \$600.00. In addition to this lump sum signing bonus each employee will receive an additional bonus of \$200.00

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**2015 Annual Wage - Effective January 1, 2015 (1%)**

	Start	Year 1 Grade 1	Year 2 Grade 2	Year 3 Grade 3	Year 5 Grade 4
Laborer	38,703	40,586	42,540	44,656	45,986
Public Works Serviceman	45,905	48,172	50,606	53,116	54,697
Construction Inspector	48,100	50,451	52,954	55,619	57,276
Water Maint Worker	48,100	50,451	52,954	55,619	57,276
Sewer Maint Worker	48,100	50,451	52,954	55,619	57,276
Street Maint Worker	48,100	50,451	52,954	55,619	57,276
Vehicle Maint Worker	48,100	50,451	52,954	55,619	57,276
Park & Forestry Maint Worker	48,100	50,451	52,954	55,619	57,276

Effective with the first full pay period in 2015 each employee of this bargaining unit shall receive a lump sum signing bonus of \$600.00. In addition to this lump sum signing bonus each employee will receive an additional bonus of \$150.00

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### Bonus Vacation Calculation

Sick Hrs	Bonus Vac						
Taken	Hours	Taken	Hours	Taken	Hours	Taken	Hours
0	40 hrs	31	30 hrs	62	19	93	9 hrs
1	40	32	29	63	19	94	9
2	39	33	29	64	19	95	8
3	39	34	29	65	18	96	8
4	39	35	28	66	18	97	8
5	38	36	28	67	18	98	7
6	38	37	28	68	17	99	7
7	38	38	27	69	17	100	7
8	37	39	27	70	17	101	6
9	37	40	27	71	16	102	6
10	37	41	26	72	16	103	6
11	36	42	26	73	16	104	5
12	36	43	26	74	15	105	5
13	36	44	25	75	15	106	5
14	35	45	25	76	15	107	4
15	35	46	25	77	14	108	4
16	35	47	24	78	14	109	4
17	34	48	24	79	14	110	3
18	34	49	24	80	13	111	3
19	34	50	23	81	13	112	3
20	33	51	23	82	13	113	2
21	33	52	23	83	12	114	2
22	33	53	22	84	12	115	2
23	32	54	22	85	12	116	1
24	32	55	22	86	11	117	1
25	32	56	21	87	11	118	1
26	31	57	21	88	11	119	0
27	31	58	21	89	10	120	0
28	31	59	20	90	10		
29	30	60	20	91	10		
30	30	61	20	92	9		
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