

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

THE CITY OF READING, OHIO

AND

AFSCME LOCAL 1093

EFFECTIVE FEBRUARY 1, 2012 THROUGH JANUARY 31, 2015

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CITY OF READING, OHIO
AGREEMENT

ARTICLE 1 - RECOGNITION

Local Union # 1093, Ohio Council #8, American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for all employees of the City of Reading in the bargaining unit covered by this Agreement. The City agrees to meet with the accredited representative of the Union on all matters pertaining to wages, hours of work, health and safety of employees, and other conditions of employment.

The bargaining unit shall include all classifications listed in ARTICLE XIII.

ARTICLE 2- UNION SECURITY

The City agrees to deduct bi-weekly from said employee's pay an amount equal to the regular dues as certified by the Local and upon receipt of a written authorization from the employee on a form provided by the Union.

Effective April 1, 1984, all employees in the bargaining unit who are not members in good standing of the Union, shall pay a fair share fee to the Union. All members hired after April 1, 1984, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days after the date of hire. The monthly fair share amount shall be certified to the City by the Treasurer of the Local Union and shall not exceed an amount equal to the regular dues of members of AFSCME Local #1093, Ohio Council #8 (Reading members).

The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment of the fair share fee to the Union shall be made in the same manner as dues.

The Union will be notified of new employees being hired.

ARTICLE 3 - SENIORITY

Seniority shall govern in all matters involving promotions, transfers, layoffs, recall to work and other employee conditions within the classification. All promotions shall be by examination or by seniority within the appropriate classification. Preferable job assignment shall be by seniority within the classification.

Seniority shall be calculated from the last date of hire, except that time lost because of layoffs, illness, injury or leave of absence shall not be considered a break in service.

When it becomes necessary, due to a lack of work or funds or the abolishment of positions as a result of a reorganization of the department, to reduce the number of employees in the bargaining unit, the following layoff procedures shall be followed:

- A. The City shall determine in which classifications the layoffs are to occur.
- B. Employees in each affected classification with the least total continuous City-wide seniority in that classification shall be laid off first.
- C. The City shall give the affected employees fourteen (14) days' written notice of their layoff indicating their right to bump employees within the same classification or lower classifications as determined by pay range within the same classification in which they have previously served.
- D. The affected employees shall have five (5) days in which to submit their written request to exercise their right to bump into any other position previously held or within the same classification series for which they are eligible and qualified. Any employee not submitting such request within five (5) days shall be considered to have accepted the layoff.
- E. Any employee who is bumped out of his position may exercise the same layoff rights as outlined above.

Prior to laying off any permanent full-time employee, the City shall layoff all part-time, casual, probationary, temporary, or intermittent positions within the affected classification.

Laid-off employees shall have recall rights to the positions from which they were laid-off for a period of two (2) years.

When the City decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid off employee to keep the City informed of his current mailing address.

ARTICLE 4 - GRIEVANCE AND DISCIPLINE PROCEDURES

A. Grievance

If a dispute arises over the interpretation of application of any specific provision of this Agreement, it shall be defined as a grievance and shall be subject to the grievance procedure.

There may be individual or group grievances. The aggrieved party shall file an individual or group grievance in accordance with the following steps.

Step 1: Verbal Any employee having a grievance must first take it up with his/her immediate supervisor and steward. This must be done within ten (10) calendar days of the date on which the employee becomes aware of the incident precipitating the grievance. The supervisor shall render a decision within ten (10) calendar days.

Step 2: If the Union and employee are not satisfied with the decision at Step 1, the Union shall then put the grievance in writing and present it to the Department Head within five (5) calendar days of receipt of the Step 1 response. The Department Head shall meet with the steward and grievant within five (5) calendar days of receiving the written grievance. A decision shall be made by the Department Head within five (5) calendar days of such meeting.

Step 3: If the Union is not satisfied with the Department Head's decision, the Union shall present the grievance to the Safety-Service Director, or his designee, within five (5) calendar days of receiving the Step 2 answer. At this step, the Union will be represented by a representative of Ohio Council 8. Also, the local steward or President will be in attendance, as well as any possible witnesses. The Safety-Service Director shall render a decision within five (5) calendar days of the meeting.

Step 4:

A. If the grievance is not satisfied at Step 3, the Union has twenty (20) days from receipt of the Step 3 response to notify the City, in writing, of the Union's intention to move the grievance to arbitration. The grieving party shall apply to the Federal Mediation and Conciliation Service and/or the American Arbitration Association for a list of seven (7) available arbitrators. The parties shall select the arbitrator from this list or succeeding list by the alternate striking of names.

B. The decision of the arbitrator shall be final and binding upon both the Union and the City of Reading and the employees covered by this Agreement. All fees and expenses of the arbitration shall be borne equally between the Union and the City of Reading.

C. The time limits set forth in this grievance procedure may be extended by mutual written agreement. All grievances for which no timely answer is submitted by the City shall be deemed denied and ripe for appeal to the next step. Grievances for which the Union fails to process according to time limits set forth in this Agreement shall be considered resolved according to the City's last answer.

B. Discipline

1. An employee may be disciplined for incompetency, inefficiency, neglect of duty, failure to follow safety rules and procedures, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, failure to pay just debts, conviction on criminal charges, or failure of good behavior. Failure to abide by Department Rules and Regulations or to follow standard operational procedures are also causes for disciplinary action.

2. Probationary employees serve at the will of the Safety-Service Director and shall have no rights under this provision, and may be dismissed at any time during the probationary period with or without cause.
3. No employee shall be disciplined without a pre-disciplinary hearing by the Safety-Service Director, or his designee, unless the employee specifically waives the hearing in writing. At the hearing the employee shall have the right to be represented by the Union. The employee and the Union must receive notice of the charges at least twenty-four (24) hours prior to the hearing. In special cases, the employee may be suspended pending a hearing, but such hearing must be held promptly.
4. Possible disciplinary actions are as follows: Official reprimand, reduction of pay to the next lower step within the pay range, loss of accrued vacation, suspension of up to thirty (30) calendar days, demotion, dismissal.
5. An employee may appeal a dismissal, demotion, suspension of more than three (3) days or reduction in pay through the Grievance Procedure, starting at Step 3 by filing a request in writing within ten (10) calendar days after the effective date of the disciplinary action.
6. In case of dismissal, the employee is entitled to immediate payment of all wages due him on his next regular pay day if he has returned all City property, tools, uniforms, etc.
7. If an absence without leave continues for three (3) consecutive working days, it will be deemed a resignation. If within ten (10) calendar days from the last day of actual work, the absent employee furnishes a satisfactory explanation, the resignation may be set aside with the approval of the Civil Service Commission.
8. Written department reprimands shall be issued without the necessity of a hearing as outlined above. A copy of such reprimand shall be sent to the Union and employee. Such reprimand is subject to the Grievance Procedure but shall not be arbitrable.
9. Investigations. A member who is the subject of a disciplinary investigation is entitled to the presence of a union representative during any interrogation. A request for a representative shall not be cause to delay the interrogation. Any bargaining unit member may serve as a union representative pursuant to this provision.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- A. The regular hours of work for all employees within the bargaining unit shall be forty (40) hours, five (5) eight (8) hour days, Monday through Friday from 7:00 a.m. to 3:30 p.m. During hot weather months, the work schedule may be adjusted by mutual agreement to 6:30 a.m. to 3:00 p.m. without payment of shift differential. Once hot weather hours are implemented, they will not be changed to avoid payment of overtime. This hot weather clause does not affect any other article of the contract. If the employee is directed to report early, but upon reporting, the supervisor sends them home due to defects in the equipment, or circumstances causing the early scheduling, those employees will be treated as if responding to a call-out situation and will be guaranteed pay for at least three (3) hours.

- B. All employees within the bargaining unit who are working on an hourly basis, or on a straight time salary basis, shall receive compensation at the rate of time and one-half (1 ½) for all work performed in excess of eight (8) hours in any one day. There shall be no pyramiding of overtime. Employees shall be entitled to only the highest premium attached to the hourly rate.
- C. Work performed on the employee's sixth day or on other than standard office shifts the employee's first day off, shall be compensated at a rate of time and one-half (1 ½), unless the employee has not been in a pay status for forty (40) hours that week. In such cases, he receives straight time for the first forty (40) hours of the week and time and one-half (1 ½) for the balance. Work performed on the employee's seventh day or the second off day shall be compensated for at the rate of double time (2).
- D. Hourly employees scheduled to work hours other than those outlined in Article V, Paragraph A above will be compensated at the rate of 20 cents per hour for second shift and 40 cents for third shift. Rotations or changes in the regular hours must be scheduled at least 24 hours in advance of the scheduled changes reporting time or Paragraphs B, D, and E will apply.
- E. Shifts will be defined in the following ways:

Second - Those hours that fall between the end of the regularly scheduled 1st shift and Midnight.

Third - Those hours that fall between the end of the regularly scheduled 2nd shift and 7:00am.

Shift differential shall not be paid to an employee receiving overtime pay.

- F. The City will equalize all overtime to the extent it is possible. The City shall maintain an overtime list and keep it current. The overtime list shall be posted so that employees may have a visual check of the list. All call-out overtime shall be managed in the following order: A seniority list shall be maintained by the Chief of Public Works. The list shall start with the most senior employee and move down to the least senior employee in the respective classification. If an employee accepts, or rejects the overtime, it shall be noted on the list and the next overtime offer shall start with the next employee on the list.
- G. Compensatory Time
- Compensatory time off in lieu of overtime is authorized. The following provisions apply:
1. Both the employer and employee must agree that the overtime is to be logged as compensatory time.
 2. Compensatory time will be paid at the appropriate overtime as specified in this contract.
 3. Use of compensatory time will be granted if it does not create overtime or unduly disrupt operations as determined by the Chief of Public Works or his direct representative.

4. Accrual of compensatory time will be limited to a maximum of eighty (80) hours.
5. The employer may freely substitute cash, in whole or part, for compensatory time.
6. The employees may elect to be paid for accrued compensatory time, in whole or in part, not to exceed eighty (80) hours, in June of each year.
7. Upon termination of employment the employee will be paid for unused compensatory time at the current rate.

ARTICLE 6 - EMERGENCY CALL OUT

- A. All employees who are called upon for emergency duty during all unscheduled hours, if they are not on a regular tour of duty such hours, shall receive compensation at time and one half (1 ½) their regular wage rate for a minimum of three (3) hours for each call-out, even though said emergency may terminate within a shorter time. A second call-out during the initial three (3) hour period after the first call-out shall not be a separate call-out.
- B. If said emergency extends beyond the three (3) hours, the employee shall be compensated at the rate of time and one-half (1 ½) hours from the time of call-out, except on Sunday the employee shall receive the double (2) time rate.
- C. Any employee requested to work beyond his/her regular working hours shall be asked at least two (2) hours before quitting time and all employees requested to work on Saturday or Sunday or both shall be asked no later than 3:30 p.m. on Friday, except in an emergency.
- D. When a call-out occurs involving a potentially dangerous situation at least two employees shall respond to the call-out. For a routine call-out involving a non-safety related matter or at the request of a safety department, one employee may be called; however, when in doubts as to the safety of a situation, two employees shall respond to the call-out.

ARTICLE 7 - HOLIDAYS

- A. All full-time employees within the bargaining unit who are employed for forty or more hours per week shall receive a full day's wages at regular pay for the following named holidays (or the days celebrated as such) on which no service is performed:

New Year's Eve
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day, and
Christmas Day.

- B. In the event any service is performed by the employees on any of these full or half day holidays (or the day celebrated as such), he shall be paid at the rate of double (2) hours for the time worked in addition to the holiday pay; providing, however, that no wages shall be paid for such holiday to any employee who was not in a pay status for the full scheduled work day preceding and immediately following the holiday (or the day celebrated as such), unless such absence is approved by the Department Supervisor.
- C. If any of these holidays fall on Saturday, the preceding Friday is considered the holiday. If any of these holidays fall on Sunday, the following Monday is considered the holiday. However, those employees working in a department with continuous hours, (i.e. the Water Plant Operators), shall receive premium pay for working hours during the actual holiday. All other employees shall receive premium pay if they work the observed holiday.
- D. Should a holiday fall during an employee's vacation period, such employee shall receive an additional day on his/her vacation.
- E. All full time employees shall be entitled to three (3) personal leave days with pay per year to be used at the discretion of the employee with the approval of his/her Supervisor. In the event of an emergency, which necessitates the employee's absence, advance approval is not required.

ARTICLE 8 - VACATION

- A. Each full-time City employee, after service of one (1) year with the City, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six bi-weekly pay periods. A full-time City employee with six (6) or more years of service with the City or any of its political subdivisions shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay. A full-time City employee with eleven (11) or more years of service with the City or any political subdivision of the State shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. A full-time City employee with twenty (20) years of service with the City or any political subdivision of the State shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. A full-time City employee with twenty-five (25) years of service with the City shall have earned and is entitled to two-hundred forty (240) hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of 3.08 hours each bi-weekly pay period for those employees entitled to 80 hours per year; 4.62 hours each bi-weekly pay period for those entitled to 120 hours per year; 6.16 hours each bi-weekly pay period for those employees entitled to 160 hours per year; and 7.70 hours each bi-weekly pay period for those employees entitled to 200 hours per year; and 9.23 hours each bi-weekly pay period for those employees entitled to 240 hours per year.

- B. Any City employee not in full pay status during any bi-weekly pay period shall accrue vacation leave for that pay period based upon the formula of numbers of hours worked divided by 80 hours multiplied by the vacation accrual rate of the employee. Rate will be recorded to the second decimal.
- C. Employees may maintain a vacation balance of up to forty (40) hours in excess of their annual entitlement. Any excess vacation not taken will be paid on the first payday in June and December of each year when longevity pay is granted.
- D. Upon separation from City service an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation to the provisions of Article VIII. Subsection C.
- E. In lieu of taking his/her vacation, any employee may, with the approval of the Safety-Service Director, continue his service and receive the vacation pay to which he would have been entitled.

ARTICLE 9 - SICK LEAVE

- A. All full-time employees shall earn sick leave at the rate of 4.62 hours per completed pay period. Sick leave earned is pro-rated for periods of less than full pay for a pay period. Sick leave is not earned for overtime and premium hours worked or paid. Sick time is accumulated without limit.

The previously accumulated sick leave of an employee who has been separated from public service shall be placed to this credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Employees may use sick leave, upon approval of the supervisor and the Safety-Service Director for absence due to personal illness, pregnancy, injury, exposure to contagious disease, and to illness or injury to the immediate family, the words "immediate family" shall mean: spouse, child, parent, stepchild, foster child, or any child in the immediate household.

- B. To be eligible for paid sick leave, an employee must report the reason for his absence to his department head or his/her immediate supervisor according to the rules, regulations, and/or procedures set up by each department and approved by the Safety-Service Director.
- C. The Employer shall pay up to 1,440 hours of unused and accumulated sick leave earned in the employ of the Employer when such an individual leaves the City's employ, provided he has served a minimum of five (5) years in the City's employ and was hired prior to April 1, 1981.
- D. The Employer shall pay up to 1,440 hours of unused and accumulated sick leave earned in the employ of the City when such an individual retires the City's employ, provided he has served a minimum of five (5) years in the City's employ and was hired after March 31, 1981.

- E. The Employer shall pay up to 960 hours of unused and accumulated sick leave earned in the employ of the City when such an individual retires the City's employ, provided he has served a minimum of five (5) years in the City's employ and was hired after January 31, 1997.
- F. The City will list on the payroll check stubs a running total of sick leave hours accumulated.
- G. The Employer shall pay up to 1,440 hours of unused and accumulated sick leave earned in the employ of the City when such an individual leaves the City's employ due to layoff, provided that employee has a minimum of ten (10) years of accrued service with the City.

ARTICLE 10 - INJURY LEAVE

If any employee sustains an injury, disability, or occupational disease as a result of and arising out of his employment, and such injury, disability, or occupational disease meets the below listed criteria, the employee may be eligible for injury leave.

General Criteria

For purposes of illustration only, the following types of situations represent the types of injuries intended for use of injury leave.

- An injury suffered as a result of performing a duty or task that in itself is dangerous.
 - An injury that is a result of a heroic deed.
 - An injury that results in a catastrophic loss or lengthy recuperation period.
1. To be eligible for injury leave, the injury must be incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, and must not be the result of "horse play", recklessness, negligence or self-infliction by an employee.
 - A. The granting of injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted.
 - B. Injury leave, with full pay, when granted, commences on the eighth (8th) consecutive calendar day of absence (if the absence is for a period longer than fourteen (14) calendar days, the leave is retroactive to the first day of absence), and is for a period not to exceed six (6) calendar months. Extension of injury leave beyond six (6) months may be granted at the discretion of the Safety-Service Director on a case-by-case basis.
 - C. An employee applying for injury leave with pay shall file a claim with the Ohio Bureau of Worker's Compensation as soon as possible. Upon approval of the claim by the OBWC, if the claim is retroactive to the first day of absence, and sick leave, compensatory time, or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid the OBWC for the period of paid supplemental injury leave. The Employer's only obligation under this provision is for the difference between the

employee's regular rate of pay and the amount of income benefits paid to the employee by the OBWC, and that paid injury leave is not in lieu of the OBWC benefits.

- D. An employee unable to return to work at the end of the six (6) month paid injury leave shall be placed on unpaid injury leave for a period not to exceed one (1) year. During this time the employee may supplement the difference between his OBWC benefits and his regular rate of pay by using accrued sick leave or vacation time, provided he executes a signed agreement with the Employer pursuant to OBWC regulations.
- E. In lieu of granting injury leave, the Employer may assign the employee to light duty with the approval of and within the limitations set by the employee's treating physician.
- F. An employee applying for injury leave shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. During the period of injury leave, the employer may request an employee submit to a periodic evaluation by a licensed medical practitioner selected and paid for by the Employer.
- G. During periods of injury leave, whether paid or unpaid, the affected employee shall not accrue sick leave or vacation leave. The Employer shall continue to provide all insurance benefits to the employees on paid or unpaid injury leave per Article XVIII.

ARTICLE 11- BEREAVEMENT LEAVE

In case of death in the employee's immediate family, the employee shall be entitled to three (3) days off with pay, not to be deducted from the employee's sick leave. The word "immediate" shall mean: spouse, child, stepchild, parent, sibling, father-in-law, mother-in-law, grandchild, stepparent, grandparent. In case of death outside the above, but within the family structure, employees shall be entitled to use up to three (3) days of sick time with the approval of the Safety-Service Director.

ARTICLE 12 - FAMILY & MEDICAL LEAVE ACT

Family and Medical Leave is for the employee to care for his own serious health condition, to care for his spouse, child, or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a family and medical leave of up to twelve (12) weeks per year, according to the Employer's current policy. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

ARTICLE 13 - WAGES

A. Wages and classifications shall be established according to salary and step rates listed below. These wages become effective the first full pay period in February 2012.

| <u>TITLE</u> | <u>STEP</u> | <u>2012</u> <u>0%</u> | <u>2013</u> <u>0%</u> | <u>2014</u> <u>Wage Reopener</u> |
|---------------------------|-------------|--------------------------|--------------------------|-------------------------------------|
| Tradesman/Skilled Laborer | 6 | 25.22 | 25.22 | 0 |
| | 5 | 24.94 | 24.94 | 0 |
| | 4 | 24.60 | 24.60 | 0 |
| | 3 | 24.37 | 24.37 | 0 |
| | 2 | 24.12 | 24.12 | 0 |
| | 1 | 23.84 | 23.84 | 0 |
| Skilled Laborer II | 6 | 27.43 | 27.43 | 0 |
| | 5 | 27.06 | 27.06 | 0 |
| | 4 | 26.83 | 26.83 | 0 |
| | 3 | 26.48 | 26.48 | 0 |
| | 2 | 26.24 | 26.24 | 0 |
| | 1 | 25.85 | 25.85 | 0 |
| Truck Driver | 6 | 23.36 | 23.36 | 0 |
| | 5 | 23.13 | 23.13 | 0 |
| | 4 | 22.86 | 22.86 | 0 |
| | 3 | 22.57 | 22.57 | 0 |
| | 2 | 22.33 | 22.33 | 0 |
| | 1 | 22.04 | 22.04 | 0 |
| Clerk | 6 | 25.94 | 25.94 | 0 |
| | 5 | 25.71 | 25.71 | 0 |
| | 4 | 25.37 | 25.37 | 0 |
| | 3 | 25.09 | 25.09 | 0 |
| | 2 | 24.29 | 24.29 | 0 |
| | 1 | 23.20 | 23.20 | 0 |
| City Plumber | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |

| <u>TITLE</u> | <u>STEP</u> | <u>2012</u> <u>0%</u> | <u>2013</u> <u>0%</u> | <u>2014</u> <u>Wage</u> <u>Reopener</u> |
|----------------------------|-------------|--------------------------|--------------------------|---|
| Distribution Technician | 6 | 27.43 | 27.43 | 0 |
| | 5 | 27.06 | 27.06 | 0 |
| | 4 | 26.83 | 26.83 | 0 |
| | 3 | 26.48 | 26.48 | 0 |
| | 2 | 26.24 | 26.24 | 0 |
| | 1 | 25.85 | 25.85 | 0 |
| Maintenance Repair Worker | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |
| Personnel Specialist/Clerk | 6 | 24.29 | 24.29 | 0 |
| | 5 | 23.89 | 23.89 | 0 |
| | 4 | 23.54 | 23.54 | 0 |
| | 3 | 23.13 | 23.13 | 0 |
| | 2 | 22.57 | 22.57 | 0 |
| | 1 | 22.19 | 22.19 | 0 |
| Chief Mechanic | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |
| Chief Electrician | 6 | 30.67 | 30.67 | 0 |
| | 5 | 30.30 | 30.30 | 0 |
| | 4 | 30.05 | 30.05 | 0 |
| | 3 | 29.81 | 29.81 | 0 |
| | 2 | 29.56 | 29.56 | 0 |
| | 1 | 29.43 | 29.43 | 0 |
| Electrician | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |

| <u>TITLE</u> | <u>STEP</u> | 2012 <u>0%</u> | 2013 <u>0%</u> | 2014 <u>Wage Reopener</u> |
|--|-------------|-------------------|-------------------|------------------------------|
| Crew Leader/ Equipment Operator | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |
| Public Buildings and Lands Supervisor | 6 | 30.01 | 30.01 | 0 |
| | 5 | 29.75 | 29.75 | 0 |
| | 4 | 29.48 | 29.48 | 0 |
| | 3 | 29.24 | 29.24 | 0 |
| | 2 | 28.99 | 28.99 | 0 |
| | 1 | 28.75 | 28.75 | 0 |
| Mechanic Class I | 6 | 24.86 | 24.86 | 0 |
| | 5 | 24.59 | 24.59 | 0 |
| | 4 | 24.31 | 24.31 | 0 |
| | 3 | 24.05 | 24.05 | 0 |
| | 2 | 23.80 | 23.80 | 0 |
| | 1 | 23.54 | 23.54 | 0 |
| Mechanic Class II | 6 | 26.08 | 26.08 | 0 |
| | 5 | 25.77 | 25.77 | 0 |
| | 4 | 25.52 | 25.52 | 0 |
| | 3 | 25.24 | 25.24 | 0 |
| | 2 | 24.98 | 24.98 | 0 |
| | 1 | 24.71 | 24.71 | 0 |
| Equipment Operator | 6 | 25.22 | 25.22 | 0 |
| | 5 | 24.94 | 24.94 | 0 |
| | 4 | 24.60 | 24.60 | 0 |
| | 3 | 24.37 | 24.37 | 0 |
| | 2 | 24.12 | 24.12 | 0 |
| | 1 | 23.84 | 23.84 | 0 |
| Laborer | 6 | 22.52 | 22.52 | 0 |
| | 5 | 22.02 | 22.02 | 0 |
| | 4 | 21.48 | 21.48 | 0 |
| | 3 | 20.99 | 20.99 | 0 |
| | 2 | 20.47 | 20.47 | 0 |
| | 1 | 19.94 | 19.94 | 0 |

All bargaining unit employees shall receive a 0% increase effective **February 1, 2013**.
The Union will negotiate a wage reopener for the year **2014**.

- B. The Safety-Service Director shall determine on an individual basis, at which step within the appropriate classification position and pay range an individual hired will be compensated.
- C. The salaries and wages of all full-time employees of the City of Reading will be paid bi-weekly.
- D. The City shall list the date and hours worked to the paycheck stubs.
- E. When attending Court for the City of Reading or acting as a witness for the City of Reading an employee shall be compensated for such service in accordance with the practice as set in the wage rates of the agreement. Any witness fees received by the employee shall be turned over to the General Fund.
- F. The City shall allow a clothing allowance of three hundred fifty dollars (\$350.00) a year for the clerk and personnel specialist/clerk.

ARTICLE 14 - WORK IN HIGHER CLASSIFICATION

- A. Any employee who is required to perform the duties of a higher classification for five (5) or more days shall receive the rate of pay for the higher classification for the entire time he/she is working in that classification. His/her rate of pay shall be at a step which is nearest to the minimum of a 20 cent per hour increase. The City agrees that it will not replace the reassigned employee with another employee for who would also be working out of classification for the purpose of avoiding payment of temporary re-classification differential.
- B. An employee who is temporarily reassigned to work out of his/her classification in another department shall receive the pay of the higher classification from day one. His/her rate of pay shall be at a step which is nearest to a minimum of a 20 cent per hour increase.

ARTICLE 15 - PROMOTIONS

All promotions shall be made by consideration of an employee's seniority, qualifications, and ability within the appropriate classification series within a department. When qualifications and ability are relatively equal, seniority shall prevail. Should there be no qualified applicants within the department, the job shall be open city-wide. Where Civil Service examination is required, the test shall be job related and validated; otherwise the job shall be filled by seniority with a sixty (60) day training period in lieu of a fitness test. Should the employee fail to qualify for the job during this training period, he shall return to his former job.

ARTICLE 16 - JURY DUTY

An employee who is subpoenaed for any type of jury duty by the government of the United States, State of Ohio, Hamilton County, Ohio, or any other political subdivision of the State of Ohio shall be paid full salary while servicing such duties. Any fee received by the affected employee for jury duties shall be turned over to the General Fund.

ARTICLE 17 - UNION ACTIVITIES

- A. Any member of Local 1093, by virtue of his/her being elected or appointed to represent the Union in matters with the City as may come before it, shall be allowed time off with pay with the approval of his/her supervisor or the Safety-Service Director.
- B. Any employee, not to exceed one in number, who is a member of Local 1093, and is named as a delegate to a convention or conference, shall have time off with pay while attending such conference or convention, not to exceed three (3) days per year.

ARTICLE 18 - HEALTH AND LIFE INSURANCE

- A. The Employer agrees to provide group term life insurance to all bargaining unit employees in the amount of twenty five thousand dollars (\$25,000) with an additional accidental death and dismemberment rider according to current policy.
- B. The City shall provide a group major medical health insurance plan for each member, said plan to include dental and optical rider.

Effective February 1, 2012, the employee shall pay for health insurance, by payroll deduction; an amount equal to fifteen percent (15%) of the premium charged by the insurance carrier to the City for the plan selected by the employee.

The Employer shall make available to all bargaining unit employees medical benefit coverage comparable to, or better than current benefit levels.

- C. Prior to March 31st, 2011 the City of Reading, Ohio agrees to open, for discussion, this agreement to discuss insurance coverage for all full time bargaining unit employees and other union members in the City of Reading.

Representatives of the bargaining unit employees will form a two (2) person insurance committee so their views shall be considered when the Employer purchases this insurance. The Union will select two members from its bargaining unit to serve on an Employee/Management Health Insurance Committee. The Committee shall be composed of seven (7) members: two (2) representatives from the Fraternal Order of Police, two representatives from AFSCME, two (2) representatives from the IAFF, one (1) representative from the City Manager. The Union and bargaining unit members reserve the right to waive or maintain comparable coverage, or better than current benefit levels.

The Committee will invite all covered employees to attend an informational meeting concerning proposed changes with a number of such meetings scheduled and held (as determined appropriate by the Committee) prior to voting on such changes. The Committee and the City Manager shall both have the authority to select the Plan Provider, membership in the Center For Local Government Benefits Cooperative, and/or the Third Party Administrator and to determine appropriate levels of reinsurance for any plan, except that both the Committee and the City Manager shall have the authority to veto any change in the Plan Provider, membership in the Center For Local Government Benefits Cooperative, and/or the Third Party Administrator of the levels of reinsurance proposed by the other. The Finance Director will provide the pertinent information in and available to his office to the Committee to assist them in their decisions and recommendations. Nothing in this paragraph shall restrict the Committee from offering more than one level of medical or dental coverage which may be selected by an employee based on levels of coverage and cost.

ARTICLE 19 - LONGEVITY

In addition to salaries, full-time permanent employees shall be entitled to longevity pay at the rate of \$35.00 per year for each year of employment up to a maximum of 30 years following the completion of the second year of employment. Years of service shall be applicable only for consecutive full time service performed as a City of Reading employee. Such longevity shall be paid semi-annually the first pay date in June and the first pay date in December of each year.

ARTICLE 20- RETIREMENT CONTRIBUTION PICK-UP REDUCTION METHOD

The municipality agrees to develop a program whereby it will "pick-up" the employees' share of the pension contribution (now 8.5%) by means of a salary reduction method. The purpose of said program is to permit utilization by employees of certain Federal Tax Deferral Benefits.

Said program will neither reduce the employees' class rate nor subject the City to an increase in cost. It is understood that implementation of said program cannot be retroactive. Implementation is further subject to approval of and authorization by appropriate Federal and State agencies. It is understood that members of the bargaining unit will, for purposes of Retirement System Contribution Pick-up Program be considered as a district group; all members of which will be required to participate in said program.

ARTICLE 21- SUBCONTRACTING

The City agrees not to sub-contract any work that its regular work force can efficiently, expeditiously, and economically perform if as a result it would become necessary to layoff or reduce the hours worked below 40 hours per week without negotiating with the Union on methods and ways to more efficiently and economically to perform the work.

ARTICLE 22- MISCELLANEOUS

- A. The following list of tools must be furnished by automotive repairmen:

1/2" Dr. set, 1/2" W' Dr. ratchet, flex bar, 12" extension, 6" extension.

sockets: 7/16, 1/2, 5/8, 11/16, 3/4, 7/8, 15/16, and 1 3/8 Dr. set, ratchet,

flex bar, 6' extension, 2" extension, sockets: 3/16, 7/32, 1/4,

9/32, 5/16, 11/32, 3/8, 7/16 and 1/2.

Side cutters 7", pliers, vice grips, needle nose pliers, hose clamp pliers,

Channel locks, ignition pliers, 4", 6", and 8" screwdrivers, #1, 2, and 3 phillips,

Hammers: Ballpeen 16 oz., 8 oz., and sledge 3 lb.,

wrenches: open end (3/8 - 7/16), (1/2 - 9/16), (5/8 - 11/16), (3/4 - 13/16),

(7/8 - 15/16), (1 - 1-1/16), hack saw, oil can (pump type), measuring tape,

Spark plug sockets: 5/8, 13/16, and 7/8, spark: plug gauge, feeler gauge,

spark plug test light, chisels: 5/8, 3/4, and 13/32, center punch, pin punch,

taper punch: 5/16 and 3/8 allen wrench set, gasket scraper, tool box with tote tray.

- B. The Union agrees to participate in the regularly scheduled Joint Safety Committee Meetings.

ARTICLE 23 - MANAGEMENT RIGHTS

Not by way of limitation to the following items, but to only indicate the type of matters or rights which belong and are inherent to the employer, the employer has the right to hire, discharge, transfer to another department or classification, suspend, discipline, determine work assignments, determine work standards, determine quality standards, select work locations, determine the types of equipment to be used, determine the sequence of work processes, set work hours according to the agreement with Local 1093, regulate overtime, consolidate or merge any or all of its facilities, properties, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management, **or responsibility of such property, facilities or processes or work.**

In addition, AFSCME Local 1093 agrees that all of the functions, rights, powers, responsibilities, and the authority of the employer in regard to the operations of its work force which the employer has not specifically abridged, deleted, granted, or modified by the express and specific written provision of the City's agreement with Local 1093 are and shall remain exclusively those of the employer.

ARTICLE 24 - STEP INCREASE - ANNUAL REVIEW

- A. **In January of every year, an annual evaluation of each employee's performance during the previous calendar year shall be made. At this time, recommendations shall be made by the employee's immediate supervisor and his/her department head concerning a step increase in pay. The final decision for the increase shall rest with the Safety-Service Director. If the Safety-Service Director refuses the increase, an explanation of said refusal shall be attached or made a part of said evaluation.**
- B. **This final decision shall be made within forty-five days of the submission of the evaluation to the Safety-Service Director or March 15, whichever is later.**
- C. **If the step increase is granted, the new rate will take effect at the next full pay period after the increase is granted. This section shall not preclude a step increase being granted by the Safety-Service Director at a time other than the annual evaluation.**

ARTICLE 25 - ADDITIONAL TRAINING AND EDUCATION

The City will assume the costs of additional job related training or education which it requires or requests its employees to undertake. Such expenses may include registration fees, tuition, class materials, meals, travel and lodging, if applicable. If such education requires time spent in training over and above the employee's normal working hours, the City may reassign his work day, offer comp time, or make premium pay. If the training time is during normal working hours, this will be considered his or her duties for the day.

In those instances where an employee requests additional, job-related training or education, the City may choose to reimburse the individual after successful completion of it or may make a prepayment of expenses.

All such training and education shall be preapproved by the Safety-Service Director and must be successfully completed (a "C" or above grade, "Pass", or a "Successfully Completed"). If not successfully completed, no reimbursement will be made and the employee shall compensate the City for prepaid expenses in a manner agreeable to both parties.

ARTICLE 26 - COMMERCIAL DRIVER'S LICENSE

The parties agree that pursuant to the Commercial Motor Vehicles Safety Act of 1986 Title XII. Pub. L 99-570 and Section 4506 O.R.C., certain employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.

Whenever a CDL is referred to, it is understood to mean the Commercial Driver's License and any required endorsements. This policy shall be applied equally to all current and future employees.

The Employer will pay for training those employees required by the City to pass the CDL exam. Employees shall be permitted time off with pay to participate in the training.

All employees will be granted time off with pay to take the knowledge and driving tests. All license and testing fees, including renewals, will be paid by the Employer.

In order to implement this provision, the parties agree to the following;

1. **Effective with the date of this policy, and thereafter for new hires and upon each license renewal, each employee who operates a motor vehicle must provide a copy of his current driver's license to the Employer to be included in his personnel file.**
2. **Any employee hired, transferred or promoted into a position requiring a CDL must obtain the CDL prior to the completion of the probationary period. If the employee is required to take a road skills test, the Employer will allow the employee to use the appropriate vehicle for this test.**
3. **It is the responsibility of the employee to renew his CDL as required by the Ohio BMV, in accordance with the expiration date on the license. If an employee fails to renew his license, all written and road skills tests will be taken on non-paid time and the costs will be the responsibility of the employee. License and registration fees will be paid by the Employer.**
4. **Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their personnel file. The Employer agrees to pay for the examination and grant paid leave for the time necessary to complete the examination.**
5. **Employees desiring to transfer, promote, bump, or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.**
6. **Any employee who fails to retain the CDL shall, to the extent feasible, be accommodated by the Employer for a period not to exceed one (1) year. Accommodation shall mean placement in a position or assignment to duties not requiring a CDL. During the period of accommodation, the employee's pay shall be frozen and he shall not be eligible for any step or general increases. At the conclusion of the one (1) year period, if the employee has failed to re-obtain the CDL, he shall be subject to discipline or layoff pursuant to the labor agreement.**
7. **The City of Reading and bargaining unit employees will comply with the Omnibus Transportation Act of 1991 which requires Drug and Alcohol Testing of employees who fall under the provisions of the Act. In addition, all bargaining unit employees, not specifically covered by the Act, will be subject to the same testing and forthcoming City policy provision to accompany the Act, as are those specifically covered. Office personnel will be exempted from the testing policy. The City and the Union will continue negotiation of the effects of the policy necessary to comply with the Act.**
8. **As soon as practical, following an accident involving a city employee, while in the course and scope of his/her duty and/or who was operating a city**

vehicle, the employee shall be tested for drugs and alcohol if the accident involved any of the following: a fatality, bodily injury to a person who receives medical attention or one or more motor vehicles were disabled and needed to be transported from the scene.

ARTICLE 27 - OVERTIME OPPORTUNITIES

The City of Reading is committed to the efficient and effective operation of all of its departments and will strive to accomplish its goals and assume its responsibilities in the most economical, **efficient, and effective manner possible.**

The City recognizes that certain full-time employees of the Service Department would like additional opportunities for overtime, especially when it involves skilled labor for which they have been specifically hired.

If there are jobs or projects that need to be done and could be done with full-time employees working overtime, the City will give consideration to accomplishing the task involved with said employees. Such work should be skilled in nature and such "overtime" will not be used if the work involved cannot be completed in a timely manner, be kept on a schedule, or cause "burn-out".

However, in those instances when the work is particularly seasonal or unskilled in nature, it is the City's intention to continue to find the best and most economical way to get its work done **properly and in a timely manner. This does not preclude the use of full-time personnel working overtime to accomplish the task at hand.**

ARTICLE 28 - DESIGNATION OF BENEFICIARY

In the event of death of an employee who is entitled to any benefits such as unused sick, **vacation, personal or compensatory hours, the employee's beneficiary will be determined by the "Designation of Beneficiary" form completed by each employee.** In the event that a Designation of Beneficiary form has not been completed, the beneficiary will be determined by the automatic succession laws as established by the State of Ohio.

ARTICLE 29 - SCOPE OF VALIDITY

If any word, phrase, sentence, paragraph, section or other part of this agreement is found to be unconstitutional, illegal, or invalid, under local, state or federal law, illegality shall affect only such word, phrase, sentence, paragraph, section or other part of this agreement. It is understood that the valid parts of this agreement would have been adopted by Council in any event.

ARTICLE 30- TEN (10) HOUR SHIFTS

Ten (10) Hour Shifts

The parties, AFSCME Ohio Council 8, Local 1093, hereafter referred to as "Union" and the City of Reading, Ohio, hereafter referred to as "City" have agreed to waiving all or parts of certain Articles of the Collective Bargaining Agreement between the parties effective February 1, 2002, for the purpose of implementing a ten (10) hour work shift for the A.M. to P.M. shift.

The Union and the City hereby agree to waiving and/or modifying all or part of Article 5, Hours of Work and Overtime and Article 7, Observance of Holidays for the Water Clerk and Personnel Specialist/Clerk.

1. Article 5 - Hours of Work and Overtime

- A. The regular work week shall consist of forty (40) hours, four (40) days of ten (10) hours each.
- B. Work performed in excess often (10) hours in anyone (1) day shall be compensated for at the rate of time and one-half (1 ½).
- C. Work performed on the employee's first off day shall be compensated for at time and one-half (1 ½), unless the employee has not been in pay status for forty (40) hours prior to that week. In such cases he/she receives straight time for the first forty (40) hours of the week and time and one-half (1 ½) for the balance.

2. Article 7 - Observance of Holidays

All holidays listed below will be compensated at ten (10) hours:

New Year's Eve
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

3. Article 8 - Vacation

The work day shall mean ten (10) hours for the purpose of vacation leave.

4. Article 9 - Sick Leave

The work: day shall mean ten (10) hours for the purpose of sick leave.

5. Article 7, Section E – Personal Leave Days

The work day shall mean ten (10) hours for the purpose of personal leave days.

Amendment to AFSCME Contract

All employees in the Chief Mechanic, Crew Leader, City Plumber, Maintenance Repair Worker, Electrician, and Public Buildings and lands classifications will go back to Step 1 at the beginnings of the 2009, 2010, 2011 contract only.

For Ohio Council 8, AFSCME

Matthew M. Deery
Scott L. Larkin
Robert W. Hannon
Walter J. Clark

6/30/09
Date

For City Of:

3.

June 30, 2009
Date

Date

Robert Bennis

ARTICLE 31 - WATER DISTRIBUTION

If another City takes over water distribution and the services associated with that function, those affected employees will have the option of being hired by the City that takes over the service, or retaining employment with the City of Reading, should there be a position available.

ARTICLE 32 - DURATION

This working agreement shall be effective as of February 1, 2012, and shall continue in full force and effect until January 31, 2015, and thereafter from year to year, unless either party gives a ninety (90) days' notice prior to any anniversary date to terminate or modify this Agreement.

For Ohio Council 8, AFSCME

Matthew Edwards
Matthew Edwards
Matthew Edwards
Matthew Edwards

3/21/13
Date

For the City of Reading, Ohio

Robert Bemmes
Robert Bemmes

3/21/13
Date
3/21/13
Date