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LABOR AGREEMENT

BETWEEN CITY OF CIRCLEVILLE

AND

THE NON-UNIFORMED EMPLOYEES ORGANIZATION
(NUEO)

Effective May 13, 2012 through May 12, 2015

SERB CASE NO. ____-MED-____-____

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ARTICLE 1 PREAMBLE

1.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer and the Union now desire to enter into an agreement reached through collective bargaining which will have for its purposed, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions of their employment; 3) To promote individual efficiency and service to the citizens of the City of Circleville, Ohio; 4) To avoid interruptions or interference with the efficient operation of the Employer's business; 5) To provide a basis for the adjustment of matter of mutual interest by means of amicable discussion.

ARTICLE 2 AGREEMENT

2.01 This agreement is hereby entered into by and between the City of Circleville, Ohio, hereinafter referred as the "Employer", and the Non-Uniformed Employees Organization of Circleville, herein referred to as the "Union".

2.02 This agreement is made and entered into pursuant to Ohio Revised Code 4117.01 et seq. commonly known as the Public Employees Collective Bargaining Unit.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full time employees of the City occupying the classifications listed in Appendix A.

3.02 Excluded are all positions that are part-time, seasonal, and temporary employees and all other positions specifically exempted by Chapter 4117 of the Ohio Revised Code. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not to exceed the duration of this agreement.

ARTICLE 4 UNION SECURITY

4.01 The Employer and the Union agree that membership in the Union is available to all employees whose positions fall within the bargaining unit. The Employer agrees to deduct Union membership dues once each for the period in which the authorization was received by the Employer. Deductions shall include initiation fees and assessments when certified by the Union. The City shall charge no type of administration fee for providing Union dues deductions for bargaining unit members.

4.02 The amount to be deducted shall be certified to the payroll clerk by the treasurer of the union. At least one month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the treasurer of the Union a warrant in the aggregate amount of deduction.

4.03 Deductions under this Article are subject to the approval of the City Auditor and shall be made during one pay period each month; if any member's pay for the period in which dues are to be deducted is insufficient to cover the amount of Union dues, the City will make the deduction during the subsequent pay period. In the event a deduction is not made for any Union member during any particular month, the Employer, upon verification of the Union and written approval by the employee, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two month's dues from the pay of any Union member, nor will the Employer deduct more than one month's dues for more than one consecutive month. The collection of dues arrearages totaling more than two month's dues shall be the responsibility of the Union.

Each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies in writing, that the dues check-off authorization has been revoked. At which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocations was received by the Employer and the Union.

4.04 Effective on the date of this Agreement, all employees in the bargaining unit who sixty (60) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share amount shall be certified to the Employer by the treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

The Union agrees that it will indemnify and hold the Employer harmless and reimburse the City of any necessary expenditures arising out of defense of or from any commenced by an employee against the Employer arising as a result of the deductions made under this Article.

4.05 Dues check-off deductions and fair share fee deductions shall be deemed revoked upon

- The termination of employment

- Layoff from work
- Agreed unpaid leaves of absence

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

5.03 Not by way of limitation of the following paragraph but only to indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to; (1) hire, transfer, or for just cause discharge, suspend, or otherwise discipline employees; (2) determine the number of persons required to be employed, laid off or discharged; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and number of hours to be worked by its employees; (5) make any and all rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, consolidate work processes or facilities; (13) transfer or sub-contract work; (14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or respect to the legal status, management or responsibility or such property, facilities, processes or work; or (15) terminate or eliminate all or any part of its work or facilities.

5.04 In addition, the Union agrees that all functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO STRIKE/NO LOCKOUT

6.01 For the period of this Agreement the Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining unit employee instigate or participate, either

directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage or other concerted interference with or withholding of service from the employer is prohibited, not sanctioned by the Union and order all Employees to return to work immediate

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare for its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article only where the Union authorizes or sanctions illegal strike activity.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

6.05 The City agrees for the period of this Agreement not to lockout the employees covered by this Agreement.

ARTICLE 7 NONDISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or handicap.

7.02 The Union expressly agrees that membership in the Union is at the option of employer and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 8 TOTAL AGREEMENT

8.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 9 CONFORMITY TO LAW

- 9.01 This Agreement shall be subject to and subordinate to any application present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.
- 9.02 If a court, exercising final and competent jurisdiction in a proceeding between the parties, renders a portion of this Agreement invalid or unenforceable, such judicial action shall not affect the validity or enforceability of the surviving portions of this Agreement, which shall remain in full force and effect. The parties shall reopen negotiations, under statutory negotiations and dispute resolution procedure of O.R.C. 4117.14, as to any portion of the Agreement rendered invalid or unenforceable by such judicial action.
- 9.03 If during the term of this Agreement, there is a change in the State or Federal law, or valid rule or regulation adopted by a Federal or State Agency which would invalidate any provision of this Agreement, as determined by a court or competent jurisdiction, the parties will meet to discuss any necessary changes in the Agreement relative to the affected provision within sixty (60) days upon written request of either party. Such meeting may take place in the form of a labor-management meeting.

ARTICLE 10 REPRESENTATION

- 10.01 NUEO may appoint a steward in each department or any officer of NUEO or its legal representation may represent its members.
- 10.02 The following are the rights and duties of NUEO representative who shall, at a member's request, have the right to:
 - Represent an employee in a grievance procedure or appeal as defined in the Agreement;
 - Represent an employee in any disciplinary action taken under this Agreement.
- 10.03 The following rules govern representation during work hours:
 1. Each Union representative must obtain in advance, authorization of his/her immediate supervisor before beginning Union activities.
 2. Each Union representative shall identify the reason for the request at the time Union activity is requested.

3. No Union representative will be permitted to spend time on Union activities unless an employee requests through the employee's supervisor, the representation of a Union representative.
4. No Union representative shall conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
5. Preparation or investigation of a grievance or arbitration hearing may be accomplished during on-duty hours with the authorization of the Union representative's immediate supervisor. Attendance of either the Union representative or the grievant at any grievance or arbitration hearing shall be allowed without loss of pay if such hearing is held during duty hours.
6. Labor Management meetings will be held bi-monthly or more often if requested by either representative of the City or the Union. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union or additional representatives if applicable. Scheduled meetings will be held during work hours. Agenda of the matters to be discussed shall be presented by both parties at least seven (7) days in advance. Only items that are on the submitted agenda will be discussed.

ARTICLE 11 GENDER AND PLURAL

11.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12 HEADINGS

12.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no headings shall be used in the interpretation of said use in articles or sections and shall not effect any interpretation of any articles or section.

ARTICLE 13 DISCIPLINARY PROCEDURE

13.01 It is understood that the Mayor, Service Director, or respective Department Head has the right to discharge, suspend, or discipline any employee for just cause, as provided in Civil Service law. The following is intended to establish the procedure for discipline.

- 13.02 Prior to the imposition of any discipline which could involve a minor suspension, major suspension, reduction in pay and/or rank, or dismissal, the employee shall be provided written notice of the specific charge(s), and shall be provided an opportunity to respond to the charges at a hearing conducted by the Department Head, or an impartial designee of the Department Head. The employee may be represented by a Union representative at the hearing. The hearing shall be held within five (5) working days after the employee receives the notice specified above. At the hearing, the employee will have the opportunity to present testimony and evidence, and to confront any witnesses who support the proposed disciplinary action. Written notice as to the results of the hearing shall be given to the employee within five (5) days after the hearing, and if discipline is to be imposed, the notice shall specify the type and amount of discipline and all the reasons for disciplinary action. The time limits set forth herein for the conduct of the hearing and/or for the receipt of the written notice as to the results of the hearing may be waived by mutual agreement of the parties. If an employee is to receive a counseling, oral reprimand, or written notice, the employee shall be given the type and amount of discipline imposed and all the reasons for the disciplinary action.
- 13.03 The City shall follow a system of progressive discipline in all matters of disciplinary action where corrective discipline is warranted. If the infraction by the employee should warrant, discipline may begin at an advanced stage of discipline and shall include counseling with the employee, oral reprimands, written reprimands, minor suspension, major suspension, reduction in pay and/or rank and dismissal.
- 13.04 Any employee who has written disciplinary action in his personnel or employee file shall have the opportunity to place a response regarding the disciplinary action in his file.
- 13.05 The City shall establish a schedule of discipline for employees of this bargaining unit. This schedule of discipline shall be a suggested manner in which disciplinary action shall proceed in progressive discipline. It is understood that any discipline shall be commensurate with the severity of the infraction.
- 13.06 An employee may request an opportunity to review his/her personnel file, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the N.U.E.O. present when reviewing his/her file. A request for copies of items included in the file shall be honored. Copies will be made at the employee's cost. An employee may request removal of specific items in his/her file, which request will be considered by the Employer in its sole discretion, except as otherwise provided herein. Upon written request of any employee to the appropriate Department Head and/or Director, the City shall expunge written reprimands from the personnel files of the employees after two (2) years from the date of the written reprimand if the employee has not had any intervening discipline or offenses. Record of verbal counseling, written

reprimands and suspensions of two (2) or less shall have no force and effect for purposes of subsequent disciplinary action after two years provided the employee has received no intervening disciplinary action.

ARTICLE 14 LEAVES OF ABSENCE

- 14.01 Leaves of absence are in a no pay status. A leave of absence may be granted to any employee by the City for any personal reason or for any illness or disability after accumulated sick has been exhausted.
- 14.02 A leave of absence may not extend for more than six (6) months duration and may be extended or renewed for one (1) additional period of six (6) months.

ARTICLE 15 SICK LEAVE

- 15.01 Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; (3) pregnancy and/or childbirth and related conditions up to five (5) days maximum for husband's care of wife and family. Sick leave is further defined as an absence from work because of disability, medical, dental or optical examination or treatment of an employee or member of the immediate family. Any work related illness or injury will be recorded on the appropriate form and submitted to the Department Head within 48 hours and confirmed by the appropriate Director as being work related.
- 15.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate sick leave to an unlimited amount.
- 15.03 An employee intending to use sick leave should notify his/her supervisor no later than one-half (1/2) hour before the beginning of his/her work shift. For an employee working second or third shift, notification should be made at least two (2) hours before the beginning of the work shift.
- 15.04 Sick leave may be used in segments of not less than one-half (1/2) hour.
- 15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness or injury as may be satisfactory to him or her, or may require the employee to be examined by a physician to be eligible for paid sick leave, provided that the City shall pay for such examination, if the employee or member of his/her immediate family who is ill or injured was not under the care of a physician when sick leave was claimed. Any absence of more than two (2) days requires a doctor's verification.
- 15.06 If the employee fails to submit upon request adequate proof of illness or injury in the event that upon such proof is submitted or upon the report of the medical

examination, the Department Head finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. If the employee is not satisfied with the Department Head's action he/she may, within five (5) days of answer from the Department Head, submit a written request for a meeting with the appropriate Director to review the matter.

15.07 Any absence or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Department Head will make the determination of the appropriate disciplinary action. If the employee is not satisfied with the Department Head's action, he/she may within five (5) working days of the ruling from the Department Head, submit a written request for a meeting with the appropriate Director to review the matter.

15.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

15.09 The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, grandchildren, parents, brother, sister, grandparent, or legal guardian and mother-, father-, sister-, brother-, daughter-, and son-in-law.

15.10 All bargaining unit employees employed on or before the effective date of this agreement, at the time of retirement from active service under any state retirement system with ten or more years of continuous service with the City of Circleville will upon application be paid a one-time bonus on his retirement calculated upon his or her accrued but unused sick leave account as follows:

Up to and including 10 years of service: 30% of accrued but unused sick leave

Up to and including 20 years of service: 40% of accrued but unused sick leave

Up to and including 30 years of service: 50% of accrued but unused sick leave

Any bargaining unit employee hired after the effective date of this agreement (May 13, 2012), at the time of retirement from active service under any state retirement system with ten (10) or more years of active service shall, upon written request, receive payment for one-fourth (1/4) the value of the employee's accrued but unused sick leave. The maximum payment which may be made is one-fourth (1/4) of one hundred and twenty (120) days of unused sick leave. No payment for any unused sick leave shall exceed thirty (30) days.

- 15.11 The application for conversion payment must be made in writing and signed by the employee at his/her time of retirement. The conversion will be distributed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement. An employee is only entitled to one conversion of sick leave pursuant to Section 15.10 as an employee of the City.
- 15.12 Each employee that is injured in the course of his employment or performing his duties shall be entitled to injury leave. Such employee must be disabled to the extent that he cannot perform the material or substantial duties of his position. The injury must be documented on an accident report within forty-eight (48) hours, approved by the Department Head and a copy must be sent to the appropriate Director or the respective Department Head. Signature of the employee's supervisor and Department Head must be on the form and a list of any witnesses to the incident. Forward all forms to the HR office.
- 15.13
- 15.14 The injury leave shall be for a period of one hundred eighty (180) calendar days from the date of the injury. The employee shall be entitled to the leave which injury shall not be charged against employee's sick leave.
- 15.15 Employees who are injured while on duty shall file for workers' compensation benefits according to the provisions of the workers' compensation law and regulations as a condition of receiving injury leave.
- 15.16 Employees who remain unable to return to active work status following a one hundred eighty (180) calendar days injury leave period shall be eligible, upon application to the appropriate Director or respective Department Head to utilize accrued and unused sick leave to compensate the employee for the difference between the employee's base salary and any compensation to which the employee may be entitled under the workers' compensation program or any other disability program for which he is or might be eligible.
- 15.17 Any employee who, as of January 1 of each year, has a sick leave account of less than the number of hours stipulated in section 15.17 for each end of the payroll year, shall not be paid for unused sick time earned during the immediately preceding payroll year and any such unused sick leave will be added to his sick leave account.
- 15.18 Any employee, who as of the end of the payroll year, has a sick leave account of one thousand forty (1040) hours or more, shall first have any sick leave used in the immediately preceding payroll year deducted from sick leave he earned during that payroll year. The employee may then elect to be paid for the remaining sick leave earned but not used in that prior payroll year, up to a maximum of one hundred twenty (120) hours.

- 15.19 The election shall be made on or before January 31, of the year following the end of the payroll year. Any unused sick leave hours not bought by the employee shall remain in the employee's sick leave account. Sick leave buy back payment shall be paid, not later than the second pay in February.

ARTICLE 16 GRIEVANCE PROCEDURE

- 16.01 Every employee shall have the right to present his or her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination, or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible at the lowest step of this procedure.

- 16.02 For those purposes of this procedure, the below listed terms are defined as follows:

Grievance – A “grievance” is defined as any unresolved questions or dispute regarding the interpretation and application of a term or terms of this Agreement.

Grievant – The “grievant” shall be defined as any employee or group of employees within the bargaining unit actually filing a grievance or the NUEO.

Party in Interest – A “party in interest” shall be defined as only any employee of the employer named in the grievance who is not the grievant party.

Day – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

- 16.03 The following procedure shall apply to the administration of all grievances filed under this procedure.

- Except at Step 1, all decisions shall include the name and position of the employee; the grievance number (obtained from the Office of Human Resources); the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant party.
- Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- If a grievance affects a department-wide controversy, it may be submitted at Step 2.

- The preparation and processing of grievances shall be conducted during non-working hours.
- Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally without the intervention of the NUEO, provided that the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- The grievant may choose whomever he or she wishes to represent him or her at any step of the grievance procedure.
- The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure. The Circleville Civil Service Commission shall have no jurisdiction over bargaining unit members with the exception of disciplinary matters involving a suspension of thirty (30) days or more, reductions or terminations.
- Employees may appeal unpaid time-off discipline to the grievance procedure. Written reprimands may only be appealed through Step 4 of the grievance procedure and may not be appealed to arbitration. All appeals of time-off without pay discipline shall begin at Step 3. Only time-off discipline without pay greater than two (2) days off may be appealed to arbitration.
- The time limits provided herein, will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either may be extended only by written mutual agreement.
- This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- All grievances shall be administered in accordance with the following steps of the grievance procedure.
- If for any acceptable reason, the grievant is not available to respond within the five (5) days, an alternate date will be established by agreement of the parties.

- All grievances will be answered by all parties not later than five (5) days after receipt of the grievance. Any extension of time can only be made by written mutual agreement of both parties.

STEP 1

An employee who believes he may have a grievance shall notify his immediate supervisor, when applicable, of a possible grievance within five (5) working days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his or her NUEO representative, if the representative's presence is requested by the employee, within five (5) working days of the date of the notice to the employee. The supervisor will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2

If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the appropriate Superintendent. The Superintendent shall then have five (5) working days to respond, in writing, to the grievant. In the absence of a Superintendent, the grievance will proceed to Step 3.

STEP 3

If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the appropriate Department Head within five (5) working days from the date of the decision in Step 2. The Department Head shall convene a hearing within five (5) working days of the receipt of the appeal. The hearing will be held with the grievant and his or her representative, if requested. The Department Head shall issue a written decision to the employee within five (5) working days from the date of the hearing.

STEP 4

If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the appropriate Director within five (5) working days from the date of the decision in Step 3. The Director shall convene a hearing within five (5) working days of the receipt of the appeal. The hearing will be held with the grievant and his or her representative, if requested. The Director shall issue a written decision to the employee within five (5) working days from the date of the hearing.

STEP 5

If the grievant is not satisfied with the decision at the conclusion of Step 4, a written appeal may be filed with the appropriate elected official within five (5) working days from the date of the decision. The appropriate elected official or his or her designee shall convene a hearing within five (5) working days of the receipt of the appeal. The hearing will be held with the grievant, his or her

representative, and any other party necessary to provide the required information. The appropriate elected official of his or her designee shall issue a written decision to the employee within five (5) working days from the date of the hearing.

16.04 The parties may agree to commence a grievance at any level.

ARTICLE 17 ARBITRATION PROCEDURE

17.01 In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after rendering of the decision at Step 4, the Union may submit the grievance to arbitration. Within ten (10) days, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties shall proceed as set forth below.

17.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the this Agreement to make any aware that itself is contrary to law or violates any of the terms and conditions of this Agreement. Disciplinary action in the form of verbal and written reprimands and suspensions of less than three (3) days are not applicable to the arbitration procedure.

17.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

17.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

17.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

17.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.

17.07 If binding arbitration is requested, then the Mayor, or his/her designee, and the Union President, or his/her designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event mutual agreement cannot be reached as to the selection of an arbitrator, the parties will, by joint letter, request the American Arbitration Association to submit a panel of nine arbitrators within Ohio and will choose one by the alternate strike method. Each party may strike the entire list once during the process.

- 17.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including reasonable attorney fees, incurred by the City that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance & Arbitration Procedures herein contained.

ARTICLE 18 PERSONAL LEAVE DAY

- 18.01 Any employee, who has not in the previous payroll year used more than sixteen (16) sick leave hours for any reason other than conversion to year-end bonus, shall be entitled to exchange eight (8) hours accumulated sick leave for use as personal leave during the current payroll year. Employees must make election for exchange of sick leave for personal leave time by January 30th of each year.

- 18.02 The personal leave time must be taken in a minimum of one (1) hour increments and scheduling must be approved by the Department Head. Employees must request the use of personal leave days at least twenty-four (24) hours in advance. Personal leave must be used by the end of the payroll year and may not be carried over from year to year.

- 18.03 All employees, after reaching their first anniversary date, are entitled to eight (8) hours personal leave during each payroll year. (*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE 44).

- 18.04 Hours shall not be charged against sick leave. Hours shall be taken with the approval of employee's supervisor.

- 18.05 Each employee may earn up to three additional personal days per year on the following basis:

Employees who use no sick leave in a four month period (January – April, May – August and/or September – December) shall earn a personal day. Leave may be earned for any of these four month periods, up to three personal days per year. A personal leave day must be used within one year of the time it is earned.

ARTICLE 19 WAGES

- 19.01 Employees shall receive wages hourly as set forth in the Wage Schedule attached to this Agreement as Appendix A. Increases shall occur according to the schedule on the date designated.

- 19.02 Level II is reached after completion of twelve (12) months in the classification. Level III is reached after completion of twenty-four (24) months in the classification. Level IV is reached after completion of thirty-six (36) months in

the classification. Except for a demotion (voluntary and involuntary) any classification change will not result in a reduction in pay.

- 19.03 Employees who operate the street sweeper, back hoe or roller shall be paid the equipment rate of pay at current wage for all hours they perform those duties.

ARTICLE 20 OVERTIME/CALL-IN COMPENSATION

- 20.01 All full-time employees are entitled to overtime compensation for all hours actually worked in the excess of forty (40) hour schedule. Hours actually worked for purposes of the computation of overtime calculation shall include paid vacation leave, paid holiday leave, paid comp time leave and paid personal leave, but shall not include paid sick leave. For an "essential" holiday worker (rotating shift operator) who does not work the city recognized actual holiday, the eight (8) hours straight pay for that holiday shall not count as actual hours worked for overtime purposes or for the accumulation of sick and vacation leave. The department may adopt a flex hour schedule in which case no overtime shall be worked unless written authorization is given in advance. Overtime shall be paid at a rate which shall be one and one-half (1½) times the employee's base rate of pay except on city recognized holidays when it shall be two (2) times the employee's base rate. Employees on regular scheduled day off status are not exempt from call-in responsibility. There shall be no pyramiding of overtime payment.

- 20.02 When an employee is called in for an emergency or other reasons he/she shall receive compensation as specified in the Salary Schedule for all hours worked with a minimum guarantee of two (2) hours of compensation as specified in the salary schedule. If an employee is called in within two (2) hours prior to his/her regular scheduled shift, he/she shall remain on duty. Employees called in on city recognized holidays will receive a minimum of three (3) hours pay. Any extension of his/her shift will be compensated for the hours actually worked. In case of early call in for snow removal, the employee will be compensated for the actual time worked plus one-half (1/2) hour overtime as specified in the salary schedule.

- 20.03 Employees working as a Vehicle Operator who elect comp time for overtime hours shall be paid at the Vehicle Operator rate of pay when being paid for such comp time hours.

- 20.04 Employees may elect compensatory time; however, such election must be made at the time overtime is worked. Employees must use compensatory time within six (6) months of the time accumulated. Compensatory time not utilized shall be paid out at the employee's current rate of pay or at a higher rate if working out of classification.

20.05 Employees who are assigned to work 8 hour workdays may earn and/or use up to 48 hours of compensatory time per payroll year. Employees who are assigned to work 10 hour workdays may earn and/or use up to 60 hours of compensatory time per payroll year. Any overtime worked when an employee has reached the limit of compensatory time shall be paid according to the above provisions. Any overtime that occurs as the result of an employee using compensatory time must be paid overtime. Employees may not take compensatory time if they are replacing an employee on compensatory time. Compensatory time may be used during any shift as long as other rules regarding compensatory time are followed.

ARTICLE 21 HOLIDAY TIME AND HOLIDAY PAY

21.01 All full time employees shall receive the following paid holidays. Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the following Monday.

New Years Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve (or day after)*
Independence Day	Christmas Day*
Labor Day	

Effective 2013 only, bargaining unit employees shall receive Friday, July 5, 2013 as a paid holiday, in addition, to Independence Day, Thursday, July 4, 2013.

21.02 All "non-essential" holiday workers (straight day shift employees) shall receive all city observed holidays off while earning eight (8) hours base pay.

All "essential" holiday workers (rotating shift operators) that work eight (8) hours on a city recognized actual holiday shall receive sixteen (16) hours straight pay in addition to their regular eight (8) hour base pay for working the actual holiday. If the essential worker does not actually work the holiday, they shall receive eight (8) hours straight pay for that holiday (which shall not count as actual hours worked for overtime purposes or for the accumulation of sick and vacation leave).

"Essential" holiday workers that are granted vacation, compensatory, personal or sick leave on city recognized actual holidays shall receive their eight (8) hours straight pay in addition to their appropriate leave base pay and they shall be charged for the appropriate hours of leave used against their accumulated earned leave time.

*(*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE 44)*

ARTICLE 22 LONGEVITY

22.01 All full time employees shall be entitled to longevity pay for continuous service to the City. Entitlement to such longevity pay shall be determined upon the following conditions, all of which must exist for eligibility for longevity. An employee must:

1. Be a full time employee;
2. Have completed five (5) years continuous uninterrupted employment with the City; and
3. Be an employee of the City on the date of payment of longevity.

Employees who separate their service from the City prior to December shall be entitled to a prorated payment for longevity based on the nearest full year of service.

22.02 The amount of longevity pay for employees shall be \$70.00 times the number of years completed of continuous service with the City of Circleville as of December 1st of each year throughout the life of this agreement.

22.03 Such longevity pay shall be issued annually, not earlier than the first regular City pay date in December, but not later than the second regular pay date in December.

ARTICLE 23 VACATION

23.01 All regular full time employees shall be granted the following vacation leave with full pay based on their length of service with the City as follows:

After 1 year full time service	80 hours vacation leave
After 5 years of service	120 hours vacation leave
After 10 years of service	160 hours vacation leave
After 15 years of service	180 hours vacation leave
After 20 years of service	200 hours vacation leave
After 25 years of service	220 hours vacation leave

23.02 The rate that vacation leave hours shall be accrued per 80 hours is as follows:

1 – 4 years of service	3.1 hours per 80 hours worked
5 – 9 years of service	4.6 hours per 80 hours worked
10 – 14 years of service	6.2 hours per 80 hours worked
15 – 19 years of service	6.9 hours per 80 hours worked
20 years of service	7.7 hours per 80 hours worked
25 years of service	8.46 hours per 80 hours worked

23.03 Vacation leave shall be accrued by full time employees only and may be accumulated to an amount equal to three (3) years accumulation of vacation leave.

An employee shall become eligible for vacation leave on his anniversary date and vacation leave will normally be taken by the employee within twelve (12) months thereafter. If a recognized holiday falls within an employee's vacation leave, the employee shall not be required to take vacation leave for that holiday.

23.04 Vacation leave is to be taken at a time approved by the Supervisor or Department Head; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the department's work coverage. Vacation requests must be not less than one week in advance from the proposed starting date. Vacation leave must be utilized in one (1) hour increments.

23.05 If an employee with at least one (1) year of service voluntarily terminates his/her employment, he/she shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation leave. In the case of the death of an employee, said vacation leave will be paid to the employee's spouse or to the employee's estate. In no event, shall payments under this section be required to be made in a manner which violates O.R.C. Section 2113.04.

23.06 Employees that have accrued unused vacation time may elect to convert a maximum of forty hours of such time to a cash payment once per year. Such cash payment shall be based on the employee's rate of pay as of the date the employee notifies his or her supervisor of such election. A bonus of 15% of the total cash payment computed as above shall be paid to the employee. In order to qualify for the vacation conversion payment with a bonus of 15%, the employee must notify his or her supervisor by November 1st of each year of the number of vacation hours to be converted. Vacation conversion is limited to employees on active pay status at the time of distribution.

23.07 No more than twice per year on March 31 and July 31, employees may elect in writing to convert up to eighty (80) hours of accrued but unused vacation leave to cash payment. This payment shall be at the employee's current hourly rate without the fifteen percent (15%) bonus. In order to be eligible for this conversion, the employee must maintain a balance of at least eighty (80) hours of accrued, but unused vacation leave following the conversion. Employees may convert no more than eighty (80) total hours of vacation leave per year. For example, if an employee converts sixty (60) hours on March 31, then the employee would only be eligible to convert twenty (20) hours on July 31, so long as the employee maintained a balance of eighty (80) hours.

23.08 If a recognized holiday falls within a non-essential employee's vacation leave, the employee shall not be required to take vacation leave for the holiday.

ARTICLE 24 MEDICAL INSURANCE

24.01 The employer shall pay 80% of all health insurance premiums and the employee shall pay 20% of the premium.

24.02 The NUEO and the City agree that any increases in premium during the term of this contract will be discussed according to provisions of this article.

24.03 **CHANGING YOUR COVERAGE (HEALTH DENTAL AND VISION):** Except as provided below, your coverage election under the City of Circleville's benefit program is irrevocable for the BENEFIT YEAR and may not be changed during such year, except during the open enrollment period. During the open enrollment period employees have the opportunity to enroll for benefits or change benefits for the upcoming benefit year. The open enrollment period begins on the 1st day of the month preceding the beginning date of coverage and continues thru the last day of that month. *(Example: If the benefit year begins on January 1, the open enrollment period begins on December 1 and ends on December 31.)* Employees will receive notification each year as to the date of the open enrollment period and any and all changes must be made during that period. All changes made during the open enrollment period are effective the 1st day of the BENEFIT YEAR, unless otherwise noted. Coverage for each benefit year will stay the same unless changes are made during the open enrollment period or there is a qualifying event.

Any change in coverage made as a result of a qualifying event must be both on account of and consistent with the qualifying event.

For the purpose of this coverage, a "qualifying event" includes:

- Your marriage, divorce, or legal separation;
- Death of your spouse or dependent child;
- Birth or adoption of a dependent child;
- Termination or commencement of employment by your spouse.

Within thirty (30) days of the qualifying event, the employee must complete the appropriate enrollment application in the Human Resources office. Proof of the qualifying event must accompany the request to make a change in coverage. Any change in the employee's payroll deduction resulting from the change in coverage will become effective on the first day of the next scheduled pay period after the required documentation is completed.

Except in the case of a newborn child, the change you make on account of a "change in family status" will be effective on the date you notify the City of Circleville of the change and provide documentation.

ELIGIBILITY

Full time employees are eligible to participate in the City of Circleville's benefits program (hospitalization coverage, dental coverage, vision coverage and life insurance coverage) after completion of thirty (30) days of continuous service, as an eligible employee provided:

You must be at work on the day after you complete thirty (30) days of continuous service. If that day occurs on a Saturday or Sunday or scheduled holiday,

coverage will begin on that day, provided you were at work on your last scheduled work day. Your dependant's coverage will begin when your coverage does or on the day they become your dependant, whichever is later.

The following persons are **NOT** eligible to participate in the City of Circleville Benefits Program:

- Part time employees
- Seasonal employees
- Summer students
- Temporary employees (full time, part time, summer, seasonal or other)
- Casual employees (full time, part time, summer, seasonal or other)
- Non-resident aliens with no United States source of income.

24.04 The parties agree to discuss employee contributions for health insurance premiums. The parties agree to meet at least sixty (60) days prior to any proposed changes in health insurance premiums and/or benefits. The City recognizes the Union's right to provide input prior to the implementation of any changes concerning health insurance. The City agrees to consider all proposals offered by the Union including, but not limited to, increased employee contribution if agreed to by any of the parties feasible. The NUEO recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverage, which measures may be used to maintain or to lessen premium costs. Prior to any modifications in the health insurance coverage and/or benefits, the NUEO and the City agree to meet to discuss any modifications in the health insurance coverage and/or benefits.

ARTICLE 25 MEDICAL EXAMINATION

25.01 Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examination may include psychiatric, psychological and physical examinations. Examination shall be required for employees when ordered by the Department Head or appropriate Director. Examinations may be either periodic or as the Department Head or appropriate Director require.

25.02 Examinations are intended to guard the health and safety of employees and will be ordered as a precautionary measure periodically to insure the health of the employees or when, in individual situations, the Department Head or the appropriate Director have concern for an employee's ability to perform the material and substantial duties of his position.

25.03 Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

25.04 If, after examination, an employee is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated

unused sick leave or other leave benefits (including but not limited to workers' compensation if eligible) and other insurance programs. If an employee refuses to go on leave status or requests paid or unpaid leave, the Department Head or appropriate Director may place the employee on an unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position and acceptance of same by the Department Head or appropriate Director. The right to reinstatement shall last for a period of one (1) year. If the employee does not return within that period he shall be deemed separated.

25.05 Any costs for examinations required by the City shall be paid by the City. Employees shall have the right to submit examination reports to the Department Head or appropriate Director which would respond to the question of an employee's ability to perform the material and substantial duties of his position.

25.06 If, after the medical examinations ordered by the appropriate Director or respective Department Head, the employee is cleared for full duty by the physician, no more than five (5) working days used by the employee from the time of the order to submit to examination until the employee's immediate return to duty shall be restored to the employee's unused sick leave.

ARTICLE 26 WORK WEEK

26.01 The work schedule shall be established by the Employer. The work week shall, generally, consist of five (5) eight-hour days. However, upon twenty-eight (28) days' advance notice to the Union, the Employer may establish alternate work schedules and work weeks for bargaining unit employees, such as four ten-hour days. In the event the union wishes to discuss the effects of the Employer's decision to implement a new work schedule, it shall request a meeting with the Employer in writing at least fourteen (14) calendar days prior to the effective date of the new work schedule. A work schedule indicating the days to be worked and the hours to be worked shall be posted by noon on the Friday prior to the commencement of the work week (*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE XXXIV).

ARTICLE 27 JOB DESCRIPTIONS

27.01 The Employer has prepared job descriptions for each occupied position in the classifications listed in appendix B of this agreement. Such descriptions set forth the general duties required to identify the position and the normal qualifications necessary to hold the position. If a new job is created during the term of this Agreement and that job is within the bargaining unit as presented by the NUEO, the Employer shall prepare a job description for that new position.

Within the term of this contract, the contract between the City and NUEO, the City and NUEO will review the job descriptions for all classifications within the bargaining unit through the Labor Management Committee.

ARTICLE 28 PERFORMANCE EVALUATIONS

28.01 All permanent employees will be evaluated annually. Management will discuss the evaluation results with the evaluated employee regarding his/her career and point out any improvement which appears to be valuable or necessary.

ARTICLE 29 PROBATIONARY EMPLOYEES

29.01 Every newly hired full time employee will be required to successfully complete a probationary period of one hundred eighty (180) days. A newly hired probationary full-time employee may be terminated at any time during the probationary period when, in judgment of the City, the employee's fitness, and/or quality of work are not such as to merit continuation of employment. There is no appeal of probationary termination.

29.02 A newly promoted employee within the same classification shall serve a probationary period of ninety (90) days. During the promotional probationary period, an employee may be returned to his or her former position when, in the judgment of the City, the employee's fitness and his/her quality and/or performance of work are not such as to merit continuation in the higher position. In no instance shall a promotion be deemed final until the promoted employee has satisfactorily served his/her probationary period.

29.03 Employees promoted to a new classification shall serve a probationary period of one hundred eighty (180) days.

29.04 A newly promoted employee shall have his/her performance evaluated twice during the probationary period. The first evaluation shall be before the conclusion of the employee's sixtieth (60) day of the promotional probation and the second evaluation ten (10) days prior to the completion of the probationary period, or in the event of unsatisfactory performance, at the time he/she is returned to his or her former job. A newly promoted employee who does not complete the probationary period shall not be terminated except for cause and shall be returned to his/her former position without loss of seniority or like status.

29.05 New probationary employees may take advantage of the grievance procedure set forth in this Agreement, provided they have successfully completed their first sixty (60) days of employment.

ARTICLE 30 JOB VACANCIES AND POSTINGS

- 30.01 When any vacancy is declared by the City to occur in an existing NUEO job classification, or when any new NUEO position is created, the City shall post the same on a bulletin board in the department affected and shall deliver a copy to the President of the Union or the appropriate Union steward. The City has the option whether or not to fill a vacancy.
- 30.02 NUEO Employees may bid for the vacant position by signing the notice of vacancy. The notice shall remain posted for ten (10) working days. At the end of that period, the list of signatures shall be reviewed. If two or more employees are equal in their qualifications for the vacant position the seniority shall govern the awarding of the position.
- 30.03 Employees transferring to a different classification (that does not constitute a voluntary reduction in pay) shall enter their new classification at their current rate of pay (which may not correspond to a specific level in the new classification) unless specific skills and training listed on the position description have been achieved to support entering the classification at a higher classification. Determination of pay level for transfer purposes is at the discretion of the Department Head and Human Resources Director and must be supported by actual training documentation. The employee will move to the next level after twelve (12) months in the new classification. If the employee's current rate of pay is between levels at the time of transfer, he/she shall stay at the current rate, plus any general increase, for twelve (12) months when the employee will move to the next level.

ARTICLE 31 SENIORITY

- 31.01 For the duration of this Agreement, seniority and all its entitlement, computations and application, shall mean seniority in the bargaining units.
- 31.02 The City shall provide the Union with a seniority list of all members of the bargaining unit in January of each year. Seniority lists shall contain the name, job classification and division of all members of bargaining unit.

ARTICLE 32 LAY OFF/ABOLISHMENT OF POSITION

- 32.01 REASONS: Employees may be laid off because of lack of work or lack of funds as certified by the City Auditor. Employees may be laid off as a result of abolishment of positions. Abolishment means the permanent deletion of a position or positions, expected to last more than one year, from the organization or structure of the City due to lack of continued need for the position. Abolishment may occur as a result of a reorganization of the efficient operation of the City, for reasons of economy, or the lack of work.

The City shall determine in which classification the layoffs must occur and the number of employees to be laid off.

32.02 ORDER: Any layoffs within a classification must proceed by laying off in the following order:

- a. Employees serving provisionally who have not completed their probationary period after appointment.
- b. Employees serving provisionally who have satisfactorily completed their probationary period after appointment.
- c. Employees appointed by certification who have not completed their probationary period after appointment.
- d. Employees appointed by certification who have satisfactorily completed their probationary period after appointment.

Within each of the primary categories, intermittent, then part-time, seasonal employees shall be laid off before full-time employees are laid off. Displacement of employee to lower classifications shall occur as set forth in Appendix C.

32.03 NOTICE: Each employee to be laid off or displaced shall be given notice of his layoff by the City. This written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the City. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff and the day hand delivered notice shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given at least seventeen (17) calendar days before layoff and the day of posting shall be the first day of the seventeen (17) day period. Each notice of a layoff shall contain the following information: The reason for the layoff, displacement or abolishment of position, the date the layoff or abolishment becomes effective, the employees date of seniority, rights of the employee to appeal to the Civil Service Commission and the time within which he or she must file the appeal, the name and address of where the appeal should be filed and a statement advising the employee of his rights of reinstatement or re-employment, and a statement that upon request of the employee the appointing authority will make available a copy of the rules regarding layoffs.

32.04 RECALL: Each employee recalled from layoff shall be notified of the order of reinstatement or re-employment by certified letter. The notice of re-employment shall contain a statement that refusal of re-employment shall result in removal of such employee's name from the layoff list. Each recalled employee shall be allowed ten (10) calendar days from date of the receipt of the letter to return to work and such time limit shall be explained to the employee in the notification of recall letter. In the event of extenuating circumstances, the City and the recalled employee may agree on a reasonable extension not to exceed sixty (60) days. In the absence of extenuating circumstances, an employee not accepting or declining

reinstatement or reappointment within ten (10) days shall be deemed to have declined reinstatement or reappointment. Employees shall remain on the recall list for a period of one (1) year. In order to be recalled, it shall be the employee's responsibility to have a current address on file with the City.

32.05 APPEAL: An employee shall file a written appeal of the layoff with the Circleville Civil Service Commission. Such appeal shall be filed no later than ten (10) days after the notice of layoff is received.

32.06 ABOLISHED POSITION: Whenever it is necessary to abolish a position in any classification, the City is required to follow the order of layoff set forth herein above determining which employees shall be laid off and such employees shall be treated as and have the same rights as any other employee who was laid off.

ARTICLE 33 WORK RULES

33.01 It is understood and agreed that the Employer has the authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Such rules shall be reduced in writing and shall be made available to employees and to the Union President in advance of their effective date(s).

ARTICLE 34 HEALTH AND SAFETY

34.01 The Employer agrees to maintain all buildings, facilities, vehicles, and equipment owned by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the appropriate Director, in writing, any perceived unsafe or unhealthy building, facilities, vehicles, or equipment and shall not be required to make use of such until after review, investigation, and/or corrections of such complaint have been made by labor/management. Discussion of health and safety issues can take place at labor management meetings.

ARTICLE 35 TERMINATION, MODIFICATION, CONTINUATION & DURATION

35.01 Any party who proposes to terminate or modify this Agreement or negotiate a successor agreement shall serve written notice upon the other of such proposal not less than sixty (60) days prior to the termination date of this Agreement.

35.02 This Agreement shall become effective at 12:01 a.m. May 13, 2012 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight of the day of the ending of the first (1st) pay period in May 2015.

35.03 The parties, as a result of negotiations, were each able to make demands and proposals not excluded by Ohio's collective bargaining law and the agreed upon

results are part of the Agreement. The parties agree not to require each other to bargain over subject matters covered by this Agreement.

ARTICLE 36 BEREAVEMENT LEAVE

36.01 In the event of a death in the employee's immediate family (i.e. an employee's current spouse, an employee's parent, a parent of a current spouse, a child, to include step-child, grandchild, brother, sister, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, great-grandparent, current spouse's grandparent, current spouse's great-grandparent, current spouse's grandchildren) the employee shall be compensated for regularly scheduled work days missed between the time of death and the day of interment not to exceed a maximum of three (3) consecutive calendar days.

36.01 Bereavement pay as provided shall consist of pay for any regular scheduled hours of work up to eight (8) hours per day for the days the employee is excused. The rate of pay will be the straight time hourly rate of the employee. (*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE XXXXIV).

36.02 Additional bereavement leave may be granted at the discretion of the appropriate Director or respective Department Head. This additional leave will be deducted from sick leave or vacation leave.

ARTICLE 37 TUITION REIMBURSEMENT

37.01 Effective at the beginning term of this contract, all employees who have successfully completed their probationary period shall be entitled to tuition reimbursement up to an annual maximum of \$400.00 for all related courses. Related courses being described as having a direct relationship to employee's current position or courses related to advancement to a higher level in the same classification.

37.02 All courses taken pursuant to this Article must be taken during other than scheduled work hours. Employees may complete accredited correspondence courses during the duty day when not assigned other duties. Employees may only enroll in courses related to their duties and responsibilities. Any situation that requires an employee's presence on the job shall take precedence over any time scheduled for courses.

37.03 The Office of Human Resources, with the assistance of all department heads, shall create and maintain a current list of accredited institutions which will be approved for tuition reimbursement. Courses that are not currently listed may be granted approval by the appropriate director. Appropriate courses can be added to the accredited list.

37.04 Timely notification by the appropriate Director enables the City to budget funding requirements. Each employee must submit a list of courses in which he desires to enroll to the appropriate Director ninety (90) days prior to the course starting date.

37.05 Each employee is subject to a yearly maximum of \$400.00 for tuition reimbursement. The employee must submit documentation of satisfactory completion of the course with a grade of C or higher to be eligible for reimbursement. Any course taken on a pass/fail basis must receive a pass to be eligible for reimbursement.

37.06 Any employee who terminated employment with the City other than through retirement within three (3) years of receiving tuition assistance from the City, shall refund all or part of that tuition assistance to the City based on the following scale:

Employee who leave City service within:
0-1 years after completing course - 100% refund due City
1-2 years after completing course - 75% refund due City
2-3 years after completing course - 50% refund due City

ARTICLE 38 UNION BUSINESS

38.01 The Union shall be permitted to place and maintain one (1) bulletin board in each location as may be approved by the appropriate Director. Bulletins and materials relevant to the Union's functions as exclusive representation of the bargaining unit are the only materials that may be posted on these boards. It is also understood that no material may be posted on these bulletin boards which contain personal attacks upon any other member or any employees, scandalous, scurrilous or derogatory attacks upon the administration, or attacks on and/or favorable comments regarding any candidates for elective office. Furthermore, no Union related materials of any kind may be posted anywhere in the employer's facilities or on the employer's equipment, except on bulletin boards designated for the Union's use.

ARTICLE 39 MILITARY LEAVE

39.01 The Employer shall comply with applicable State and Federal law concerning military leave. Employees shall present their orders for military leave to the HR office immediately upon receiving such orders.

ARTICLE 40 JURY DUTY AND WITNESS LEAVE

40.01 Any employee who is required to serve Federal, County, or Municipal Court jury duty shall be paid his regular salary while being excused for such duty. Employees shall remit to the City any compensation received from any court while on jury duty leave with a statement indicating the amount of time served.

Jury duty requiring less than four (4) hours of a member's regular workday as verified by the time report, shall require the member to report to his supervisor for completion of his/her regular workday with the City.

- 40.02 Any employee who is subpoenaed to testify as a witness in a job related case during non-duty hours before any court or public body shall be compensated at his regular overtime rate of pay for all hours spent as a witness. Any employee who is subpoenaed as a witness in a non-job related case shall be allowed to take vacation leave, personal leave or unpaid leave during the duty hours he/she is absent testifying.

ARTICLE 41 INJURY LEAVE

- 41.01 Each employee that is injured while in the course of his/her employment or performing his duties shall be entitled to injury leave. Such employee must be disabled to the extent that he cannot perform the material and substantial duties of his position.

- 41.02 The injury leave shall be for a period of one hundred eighty (180) calendar days from the date of the injury. Employees shall be entitled to leave which injury leave shall not be set off against the employee's sick leave. Employees shall be entitled to a total of one hundred eighty (180) days of injury leave per injury. Additional or aggravating conditions related to an injury for which an employee has previously taken injury leave shall not entitle an employee to another period of injury beyond one hundred eighty (180) calendar days from the date of injury.

- 41.03 Employee shall be entitled to only one (1) period of injury leave per injury. Additional or aggravating conditions related to a prior injury for which an employee has taken injury leave shall not entitle an employee another period of injury leave. Under extenuating circumstances, the parties may agree to extend an injury leave beyond this period.

ARTICLE 42 PENSION PICK UP

- 42.01 The employer agrees to pick up 8½% of the employee contributions to the pension fund as an additional compensation for employees.

Effective the first full pay period in September 2012, the employer agrees to pick-up 5.5% of the employee contributions to the pension fund as an additional compensation for employees.

Effective May 12, 2013, the employer agrees to pick-up 2.5% of the employee contributions to the pension fund as an additional compensation for employees.

Effective May 11, 2014, the employer agrees to pick-up 0% of the employee contributions to the pension fund as an additional compensation for employees.

42.02 Newly hired employees shall be responsible for 100% of the employee contributions to the pension fund. Employees transferring into the bargaining unit shall be responsible for 100% of the employee contributions to the pension fund.

ARTICLE 43 YMCA MEMBERSHIP

43.01 The City of Circleville agrees to pay the membership cost of a single YMCA membership not to exceed \$150.00 annually.

ARTICLE 44 WASTEWATER TREATMENT PLANT EMPLOYEES

44.01 The City of Circleville agrees the employees of the wastewater treatment plant may be scheduled to work ten (10) hour shifts to facilitate a more efficient and cost effective operation and to provide a safer work environment for the shift operators. The administration reserves the right to change the work schedule back to eight (8) hours shifts if so deemed necessary.

44.02 Wastewater Treatment Plant employees who are scheduled to work ten (10) hour shifts receive the same benefits and terms as set forth in this agreement including computation of overtime.

44.03 All Wastewater Treatment Plant ten (10) hour shift employees using earned leave on their scheduled shift must use one hour of accumulated leave for each hour of time taken off.

44.04 Personal leave shall continue to be defined as eight (8) hours. If a worked desires to use personal leave for a ten (10) hour shift, he/she shall be required to utilize compensatory time or vacation leave for the remaining two (2) hours.

44.05 Bereavement leave shall be defined as ten (10) hours per day.

44.06 Holiday Pay for essential 10 hour shift Wastewater Plant Workers: (rotating shift operators) All "essential" holiday workers (rotating shift operators) that work ten (10) hours on a city recognized actual holiday shall receive twenty (20) hours straight pay in addition to their regular ten (10) hour base pay for working the actual holiday. If the essential worker does not actually work the holiday, they shall receive ten (10) hours straight pay for that holiday (which shall not count as actual hours worked for overtime purposes or for the accumulation of sick and vacation leave). "Essential" holiday workers that are granted vacation, compensatory, personal or sick leave on city recognized actual holidays shall receive their ten (10) hours straight pay in addition to their appropriate leave base pay and they shall be charged for the appropriate hours of leave used against their accumulated earned leave time. (For appropriate hours on a personal day, see section 44.04).

44.07 Holiday Pay for non-essential 10 hour shift Wastewater Plant Workers (Non-essential workers who step into the essential worker role at the Wastewater Treatment Plant): If a holiday occurs Monday thru Friday, a scheduled off worker shall trade the holiday for another day off within that 40 hour work week. If a holiday falls on a weekend and the worker is the only one scheduled for their shift, the worker has the option of either working the holiday at the above defined rate, or receiving the holiday, wherein another worker would be called in to work the holiday.

ARTICLE 45 EXECUTION

45.01 IN WITNESS THEREOF, the parties hereto caused this Agreement to be duly executed this 13th, day of May 2012.

FOR THE NUEO



FOR THE CITY OF CIRCLEVILLE



APPENDIX A

EFFECTIVE MAY 13, 2012 2.25%

CLASSIFICATION	Level I	Level II	Level III	Level IV
Account Clerk I	\$12.3191	\$13.5119	\$14.783	\$16.1986
Account Clerk II	\$13.0995	\$14.3703	\$15.764	\$17.3136
Account Clerk III	\$13.9467	\$15.3291	\$16.845	\$18.5064
Building Maintenance Tech	\$16.4328	\$17.3582	\$18.350	\$19.3983
Custodian	\$11.5609	\$12.6758	\$13.902	\$15.2511
Data Entry Operator	\$13.0995	\$14.3703	\$15.764	\$17.3136
Engineering Aide	\$12.7093	\$13.9467	\$15.296	\$16.7561
Laborer	\$11.5609	\$12.6758	\$13.902	\$15.2511
Maintenance Worker I	\$12.1184	\$13.3001	\$14.582	\$16.0092
Maintenance Worker II	\$12.9656	\$14.1920	\$15.541	\$17.0237
Maintenance Worker III	\$13.7795	\$15.1173	\$16.555	\$18.1608
Secretary	\$13.4339	\$14.7494	\$16.154	\$17.7261
Typist I	\$11.3268	\$12.4194	\$13.623	\$14.9055
Typist II	\$12.0738	\$13.2443	\$14.549	\$15.9757
Utilities Service Representative	\$14.4149	\$15.7862	\$17.325	\$18.9969
Vehicle Operator	\$15.1284	\$16.5220	\$18.038	\$19.6770
Wastewater Lab Analyst	\$19.6547	\$21.6057	\$23.724	\$26.0762
Wastewater Lab Tech	\$17.7372	\$19.4541	\$21.383	\$23.4675
Wastewater Plant Maint. Tech I	\$13.0326	\$14.3146	\$15.708	\$17.2020
Wastewater Plant Maint. Tech II	\$17.1797	\$18.8966	\$20.747	\$22.8209
Wastewater Plant Mechanic's Helper	\$13.0326	\$14.3146	\$15.708	\$17.2020
Wastewater Plant Operator	\$14.4149	\$15.7750	\$17.269	\$18.9301
Wastewater Plant Operator I	\$15.0838	\$16.5665	\$18.194	\$19.9669
Wastewater Plant Operator II	\$15.9089	\$17.4585	\$19.164	\$21.0148
Wastewater Plant Operator III	\$16.6670	\$18.2834	\$20.067	\$22.0516
Water Plant Operator	\$14.0581	\$15.4406	\$16.946	\$18.6179
Water Plant Operator I	\$14.7605	\$16.1764	\$17.759	\$19.4541
Water Plant Operator II	\$15.4963	\$17.0126	\$18.674	\$20.5132

EFFECTIVE MAY 12, 2013 4.25%

CLASSIFICATION	Level I	Level II	Level III	Level IV
Account Clerk I	\$12.8426	\$14.0862	\$15.4111	\$16.8871
Account Clerk II	\$13.6562	\$14.9811	\$16.4338	\$18.0494
Account Clerk III	\$14.5394	\$15.9806	\$17.5612	\$19.2930
Building Maintenance Tech	\$17.1312	\$18.0959	\$19.1302	\$20.2227
Custodian	\$12.0522	\$13.2146	\$14.4930	\$15.8993
Data Entry Operator	\$13.6562	\$14.9811	\$16.4338	\$18.0494
Engineering Aide	\$13.2494	\$14.5394	\$15.9457	\$17.4683
Laborer	\$12.0522	\$13.2146	\$14.4930	\$15.8993
Maintenance Worker I	\$12.6334	\$13.8653	\$15.2019	\$16.6896
Maintenance Worker II	\$13.5166	\$14.7952	\$16.2015	\$17.7472
Maintenance Worker III	\$14.3651	\$15.7597	\$17.2590	\$18.9327
Secretary	\$14.0049	\$15.3762	\$16.8406	\$18.4794
Typist I	\$11.8082	\$12.9472	\$14.2024	\$15.5390
Typist II	\$12.5869	\$13.8072	\$15.1671	\$16.6547
Utilities Service Representative	\$15.0275	\$16.4571	\$18.0610	\$19.8043
Vehicle Operator	\$15.7714	\$17.2241	\$18.8049	\$20.5133
Wastewater Lab Analyst	\$20.4900	\$22.5240	\$24.7322	\$27.1844
Wastewater Lab Tech	\$18.4910	\$20.2809	\$22.2915	\$24.4649
Wastewater Plant Maint. Tech I	\$13.5865	\$14.9230	\$16.3758	\$17.9331
Wastewater Plant Maint. Tech II	\$17.9099	\$19.6997	\$21.6290	\$23.7908
Wastewater Plant Mechanic's Helper	\$13.5865	\$14.9230	\$16.3758	\$17.9331
Wastewater Plant Operator	\$15.0275	\$16.4455	\$18.0028	\$19.7346
Wastewater Plant Operator I	\$15.7249	\$17.2706	\$18.9675	\$20.8155
Wastewater Plant Operator II	\$16.5850	\$18.2005	\$19.9787	\$21.9080
Wastewater Plant Operator III	\$17.3753	\$19.0605	\$20.9200	\$22.9888
Water Plant Operator	\$14.6556	\$16.0968	\$17.6659	\$19.4091
Water Plant Operator I	\$15.3878	\$16.8639	\$18.5143	\$20.2809
Water Plant Operator II	\$16.1549	\$17.7356	\$19.4672	\$21.3850

EFFECTIVE MAY 11, 2014 3.4%

CLASSIFICATION	Level I	Level II	Level III	Level IV
Account Clerk I	\$13.2793	\$14.5651	\$15.9350	\$17.4613
Account Clerk II	\$14.1205	\$15.4904	\$16.9926	\$18.6631
Account Clerk III	\$15.0338	\$16.5239	\$18.1583	\$19.9489
Building Maintenance Tech	\$17.7137	\$18.7111	\$19.7806	\$20.9103
Custodian	\$12.4620	\$13.6638	\$14.9857	\$16.4398
Data Entry Operator	\$14.1205	\$15.4904	\$16.9926	\$18.6631
Engineering Aide	\$13.6999	\$15.0338	\$16.4879	\$18.0622
Laborer	\$12.4620	\$13.6638	\$14.9857	\$16.4398
Maintenance Worker I	\$13.0629	\$14.3367	\$15.7188	\$17.2570
Maintenance Worker II	\$13.9762	\$15.2982	\$16.7523	\$18.3506
Maintenance Worker III	\$14.8536	\$16.2956	\$17.8458	\$19.5764
Secretary	\$14.4810	\$15.8990	\$17.4132	\$19.1077
Typist I	\$12.2097	\$13.3874	\$14.6853	\$16.0673
Typist II	\$13.0149	\$14.2767	\$15.6827	\$17.2210
Utilities Service Representative	\$15.5385	\$17.0166	\$18.6751	\$20.4776
Vehicle Operator	\$16.3076	\$17.8098	\$19.4442	\$21.2107
Wastewater Lab Analyst	\$21.1867	\$23.2898	\$25.5731	\$28.1087
Wastewater Lab Tech	\$19.1197	\$20.9704	\$23.0494	\$25.2967
Wastewater Plant Maint. Tech I	\$14.0484	\$15.4303	\$16.9325	\$18.5428
Wastewater Plant Maint. Tech II	\$18.5188	\$20.3695	\$22.3644	\$24.5996
Wastewater Plant Mechanic's Helper	\$14.0484	\$15.4303	\$16.9325	\$18.5428
Wastewater Plant Operator	\$15.5385	\$17.0046	\$18.6149	\$20.4056
Wastewater Plant Operator I	\$16.2595	\$17.8578	\$19.6124	\$21.5232
Wastewater Plant Operator II	\$17.1489	\$18.8193	\$20.6580	\$22.6528
Wastewater Plant Operator III	\$17.9661	\$19.7085	\$21.6313	\$23.7705
Water Plant Operator	\$15.1539	\$16.6441	\$18.2665	\$20.0691
Water Plant Operator I	\$15.9110	\$17.4372	\$19.1438	\$20.9704
Water Plant Operator II	\$16.7042	\$18.3386	\$20.1291	\$22.1121

APPENDIX B

The following are the classifications in the bargaining unit:

Account Clerk I
Account Clerk II
Account Clerk III
Building Maintenance Technician
Custodial Worker
Data Entry Operator
Engineering Aide
Laborer
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Typist I
Typist II
Mechanic's Helper
Secretary
Water Plant Operator
Water Plant Operator I
Water Plant Operator II
Wastewater Plant Maintenance Technician I
Wastewater Plant Maintenance Technician II
Wastewater Plant Operator
Wastewater Plant Operator I
Wastewater Plant Operator II
Wastewater Plant Operator III
Wastewater Lab Analyst
Wastewater Lab Technician
Utilities Services Representative
Vehicle Mechanic
Vehicle Operator

APPENDIX C

The following are the series of classifications to be utilized for the purpose of displacement in the event a lay off occurs. Displacement shall be according to seniority as established by the Agreement and shall occur in the inverse order of the ranking of the listed classification within each of the following series:

- Account Clerk I – Utilities
- Account Clerk II
- Account Clerk III
- Custodian
- Data Entry Operator
- Typist I – Utilities
- Typist II
- Water Plant Operator
- Water Plant Operator I
- Water Plant Operator II
- Wastewater Plant Operator
- Wastewater Plant Operator I
- Wastewater Plant Operator II
- Wastewater Plant Operator III
- Wastewater Plant Maintenance Technician I
- Wastewater Plant Maintenance Technician II
- Wastewater Lab Technician
- Wastewater Lab Analyst
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Utilities Services Representative

Displacement shall occur in the descending order of the individual classification series. Displacements to lower classifications may only occur within the following work units.

- a. Water and Wastewater Maintenance
- b. Streets Maintenance
- c. Utility Office
- d. Water Plant
- e. Wastewater Plant

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 06-48-2012

Passed 6-19- 2012

AN ORDINANCE TO AUTHORIZE AND IMPLEMENT THE LABOR AGREEMENT BETWEEN THE NON-UNIFORMED EMPLOYEES ORGANIZATION (N.U.E.O.) AND THE CITY OF CIRCLEVILLE

WHEREAS, representatives of the Non-Uniformed Employees Organization have met and negotiated with the City of Circleville regarding wages, benefits, terms and conditions of employment; and

WHEREAS, those negotiations have produced an agreement;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, STATE OF OHIO:

SECTION I. That the Mayor/Director of Public Service is hereby authorized and directed to enter into an Agreement with the Non-Uniformed Employees Organization regarding wages, benefits, terms and conditions of employment.

SECTION II. That the terms and conditions of this Agreement shall be as set forth in the attached Exhibit A and have been bargained and agreed to by both parties.

SECTION III. Any ordinance, resolution or part thereof pertaining to the subjects treated in this Ordinance and which are inconsistent therewith be, and hereby are, repealed to the extent so inconsistent.

SECTION IV. It is hereby bound and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED: 6/19/12

David M. Rafael
PRESIDENT OF COUNCIL

ATTEST: Jack McChang
CLERK OF COUNCIL

APPROVED: 6/19/12

Robert R. Maly
MAYOR

APPROVED AS TO FORM: Maury Kennedy
CITY LAW DIRECTOR

REVIEWED BY LAW DIRECTOR
AND APPROVED AS TO FORM