

K# 29376

STATE OF OHIO  
MILFORD BOARD

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**AGREEMENT  
BETWEEN  
THE CITY OF MILFORD, OHIO  
AND  
AFSCME, OHIO COUNCIL 8,  
LOCAL 3381**

**SERB CASE NUMBER  
2012-MED-06-0607**

0969-01

**Effective through  
June 30, 2015**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1.1.** This Agreement, entered into by the City of Milford, Ohio, hereinafter referred to as the "Employer", or the "City", and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "AFSCME", or the "Union", has as its purpose the following:

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

**Section 1.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulations from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all prior agreements, either oral or written, individual or collective, are hereby canceled.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1.** The Employer recognizes Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 2005-REP-08-0118, on March 22, 2006 as follows:

Included: Finance Specialist; Cemetery Records Clerk; Municipal Service Worker I; Municipal Service Worker II; Municipal Service Worker III; Municipal Service Worker I/Wastewater Maintenance; Wastewater Treatment Plant Operator I; Wastewater Treatment Plant Operator II; Wastewater Treatment Plant Operator III; Water Treatment Plant Operator; Water Treatment Plant Operator I; Water Treatment Plant Operator II; Water Treatment Plant Operator III; Full-Time and Part-Time Tax Clerk; Full-Time and Part-Time Finance Clerk; Utility and Permitting Specialist.

Excluded: Employees in classifications which on the effective date of this Agreement are represented in the City Service by other established bargaining organizations; employees in the Office of the City Manager; confidential secretaries; department heads; seasonal employees; and all other employees.

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

**Section 2.3.** An active employee of the City who is excluded from the bargaining unit shall not serve as a Steward or otherwise represent employees in the bargaining unit, nor shall any employee represent any other employee whom he supervises.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 3.1.** The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations, and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department as a unit of government;
- H. Effectively manage the work force; and,
- I. Take actions to carry out the mission of the Departments/Divisions as a governmental unit.

**Section 3.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

### **ARTICLE 4** **AFSCME/OC 8 UNION SECURITY**

**Section 4.1.** The Employer agrees to deduct AFSCME membership dues twice each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The employee or his designee must present the signed payroll deduction form to the employer. Upon receipt of the authorization, the Employer will deduct AFSCME dues from the payroll check for the next pay period in which the Employer received the authorization. The Employer will forward a check once a month, for the aggregate of the dues deducted, to AFSCME'S designated financial officer at 6800 N. High St. Worthington, OH 43085.

The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. An unpaid leave of absence;
- E. Revocation of the check-off authorization; or
- F. Resignation by the employee from AFSCME.

**Section 4.2.** The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of AFSCME dues.

**Section 4.3.** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of the article regarding the deduction of AFSCME dues. AFSCME hereby agrees that the Employer assumes no obligations, financial or otherwise, arising out of the provision of this article regarding the deduction of AFSCME dues. AFSCME hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this article. Once the funds are remitted to AFSCME, their disposition thereafter shall be the sole and exclusive obligation and responsibility of AFSCME.

**Section 4.4.** As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of AFSCME including employees who resign from membership of AFSCME after the effective date of this labor agreement, shall pay to AFSCME through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of AFSCME, nor shall the fair share fee exceed the dues paid by members of AFSCME in the same bargaining unit. AFSCME is responsible for annually certifying to the employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his deduction shall receive the escrowed funds, including interest, if any.

## **ARTICLE 5**

### **UNION REPRESENTATION**

**Section 5.1.** Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the

Union representative shall identify himself to the Employer or his designee and state the purpose of the visit.

The Employer or his designee shall facilitate (schedule) any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 5.2.** Two (2) employees selected by the Union to act as Union representatives for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Stewards. The Union may also select two (2) alternates who shall act in his absence.

**Section 5.3.** No Union meetings or other Union activities shall take place during working hours without prior approval of the City Manager or his/her designee, provided that a Steward may discuss a grievance with an employee and/or his supervisor, for a reasonable period of time.

**Section 5.4.** The Union shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any Union meetings do not interfere with the Employer's business.

**Section 5.5.** Union Stewards shall attend to the administration of this Agreement on a no loss/no gain basis.

## **ARTICLE 6** **NON-DISCRIMINATION**

**Section 6.1.** Neither the Employer, its agents, agencies, or officials, nor the Union or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, national origin, disability, military status or ancestry of any person.

**Section 6.2.** The Employer and the Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union.

**Section 6.3.** All references in this Agreement to the male gender shall be construed to be equally applicable to females.

## **ARTICLE 7** **NO STRIKE OR LOCKOUT**

**Section 7.1.** It is understood that the services performed by the City employees included in this agreement are essential to the public health, safety, and welfare. The Union therefore, agrees that there shall be no intentional interruption to the work for any cause whatsoever, nor shall there be any slowdown or other interference with these services.

**Section 7.2.** The City agrees not to lockout any employee for the duration of this Agreement.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 8.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 8.2.** A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 8.3.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been answered in the negative and may be advanced to the next step.

**Section 8.4.** Written grievances must be filed on the form provided by the Union and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

**Section 8.5.** Disciplinary grievances involving suspension, demotion or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Section 8.6. All other grievances related to disciplinary action are to be filed at Step 1.

**Section 8.6.** The following steps shall be followed in the processing of a grievance.

Step 1. Department/Division Head: An employee having a grievance shall file it in writing with the Department/Division Head as outlined in the procedure for his or her work unit. In order for a grievance to be recognized, it must be filed within ten (10) working days from the date of the incident giving rise to the grievance. The Department/Division Head shall schedule a conference between the employee and Department/Division Head within ten (10) working days of receipt of the grievance. The employee may be accompanied by a

representative of his or her choosing, but if an employee representative is chosen, the employee must notify the employee's Department/Division Head in advance of the conference so that the employee representative may be relieved of duty to attend the hearing. The Department/Division Head, after review and investigation of all matters of fact relative to the grievance, shall issue his or her decision in writing, within ten (10) working days following the hearing.

Step 2. City Manager: Where the aggrieved is not satisfied with the Step 1 response, the aggrieved may submit the original grievance along with all responses to the City Manager or designee within ten (10) working days of the receipt of the Step 1 answer. The City Manager or designee will review the grievance and the responses within ten (10) working days following the day he or she received the grievance. If the City Manager or designee determines that responses were adequate and proper, he or she will so inform the aggrieved by letter.

If the City Manager or designee determines the responses to be inadequate or improper, or if sufficient evidence does not appear on its face to warrant a response, the City Manager or designee may investigate further.

**Section 8.7.** The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the Union of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (Union and Employer) shall attempt to agree on an arbitrator in the following manner:

The Federal Mediation and Conciliation Services (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS (OHIO). The parties shall alternately strike the names of the arbitrators, with the City and the Union alternating case-to-case who shall be the first to strike a name from the list. After the first strike, each side shall alternately strike one (1) name from the list until only one (1) name remains, who shall become the arbitrator. Each party may once reject the list and request from the FMCS another list of nine (9) names until a mutually agreed-upon arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

**Section 8.8.** Disciplinary actions of Letter of Counseling and Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

## **ARTICLE 9** **DISCIPLINE**

**Section 9.1.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer. Forms of disciplinary action, but not necessarily the order of discipline, are:

1. Letter of Counseling;

2. Written reprimand;
3. Suspension without pay;
4. Demotion; and,
5. Discharge.

**Section 9.2.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

**Section 9.3.** Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed in Section 9.1 do not necessarily represent a systematic order to be followed in all instances.

**Section 9.4.** Anytime the Employer or any of his representatives has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

**Section 9.5.** Whenever the City Manager or designee determines that an employee may be disciplined for cause (including all suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This provision does not apply to Letters of Counseling or Written Reprimands.

**Section 9.6.** No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the City Manager or designee will provide to the employee and the union a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his/her defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

**Section 9.7.** Prior to the beginning of a pre-disciplinary hearing, the affected employee shall be provided access to all transcripts, records, written statements or reports, and analysis and video tapes to be presented at the hearing.

**Section 9.8.** At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses. If the employee declines Union representation he or she must do so in writing. The employee shall provide a list of witnesses to the City Manager or designee not later than one (1) hour prior to the pre-disciplinary conference.

**Section 9.9.** The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the City Manager or designee concluding as to

whether or not the alleged conduct occurred, and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within five (5) days following its preparation. Any disciplinary action ordered by the City Manager or designee shall commence not later than forty-five (45) days after issuance of the report.

**Section 9.10.** Pre-disciplinary conferences will be held by the City Manager or designee, to be selected from those supervisors not directly in the chain of command of the employee.

**Section 9.11.** Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation time used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

**Section 9.12.** Whenever the Employer or any of his representatives questions bargaining unit employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a Union representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. With the knowledge of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary conferences may be tape recorded by the City Manager or designee. The employee may also record the conference at his own expense.
- E. Preliminary investigations and pre-disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

**Section 9.13.** No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

## **ARTICLE 10** **SENIORITY**

**Section 10.1.** Bargaining Unit Seniority shall be an employee's length of continuous service with the City within the bargaining unit. Classification Seniority shall be an employee's continuous length of service in a job classification.

- A. An employee shall have no seniority during his/her initial hire probationary period, but upon successful completion of the initial hire probationary period seniority will be retroactive to the original date of hire.
- B. Bargaining Unit Seniority shall be broken when an employee:
  - 1. Resigns;
  - 2. Is discharged for just cause;
  - 3. Is laid off and not recalled within time limits as determined by the provisions of this Agreement;
  - 4. Leaves the bargaining unit to take a non-bargaining unit position for a period of time greater than twelve (12) months.

Classification Seniority shall be broken when an employee leaves his/her classification and takes another permanent position. If an employee who has not had a break in Bargaining Unit Seniority as described above returns to a previously held classification he/she shall be credited with any Classification Seniority that was previously accrued in that classification.

- C. The City shall provide the Union with two (2) copies of a seniority list of all employees within the bargaining unit within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees in the bargaining unit. Thereafter, the City shall provide the Union with two (2) copies of an accurate updated seniority list on the first business day of each succeeding year.

## **ARTICLE 11** **LAYOFF AND RECALL**

**Section 11.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees fourteen (14) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

**Section 11.2.** Layoffs in the bargaining unit shall be in inverse order of seniority within the affected classification series, with the least senior employee within each series being laid off first. If the employee whose position has been eliminated has more bargaining unit seniority than another

employee occupying a position within the same employing unit and at the same or lower rate of pay but in a different classification series, and otherwise meets all of the qualifications required for that position pursuant to the published job description, then the employee with the lowest bargaining unit seniority will be displaced. In no case will an employee bump another employee with greater bargaining unit seniority.

**Section 11.3.** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months, provided they remain qualified with all necessary licenses. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

**Section 11.4.** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 11.5.** The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

**Section 11.6.** When an employee is laid off, he or she will receive all wages due including, at the employee's option, all accumulated vacation pay. Such payments will be made no later than the pay period after a layoff.

## **ARTICLE 12** **TEMPORARY TRANSFER**

**Section 12.1.** When an employee is temporarily transferred to substitute in another job classification with a rate lower than his own, he shall receive his regular rate of pay.

**Section 12.2.** When an employee is temporarily transferred to perform the duties that are in a higher classification than his own, he shall be paid a minimum of four (4) hours at the higher rate of pay. If the employee performs the duties of the higher classification for more than four (4) hours, he shall receive the rate of pay the entire shift.

## **ARTICLE 13** **HOURS OF WORK AND OVERTIME**

**Section 13.1.** The standard work week for all bargaining unit employees shall consist of forty (40) hours of work within the established Monday through Friday work week. The standard work day for employees working field operations shall be from 7:30 am to 4:00 pm each day. The standard work

day for employees working in offices shall be from 8:30 am to 5:00 pm each day, or 8:00 am to 4:30 pm. The work week for employees working a normal Monday through Friday schedule (standard shifts) shall be from 12:01 am Monday through midnight Sunday.

**Section 13.2.** All hours in active pay status (excluding holiday pay, but not holiday work) in excess of forty (40) hours in the work period shall be considered overtime and shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for all such excess time. There shall be no pyramiding of overtime.

**Section 13.3.** The City agrees that every attempt will be made to equalize overtime work throughout the calendar year. Beginning January 1, 2010, overtime lists will be created in each work unit where overtime is used. All eligible employees will be listed by seniority. Initially, overtime opportunities will be made beginning with the most senior bargaining unit employee and working down the list to the least senior bargaining unit employee. Thereafter, offers will be rotated according to the lowest accumulated overtime hours worked, hours offered, or for which the employee is unavailable. In offering overtime, the employer shall utilize the classification and qualification of those who normally perform the work. The overtime list will be updated monthly.

**Section 13.4.** From Memorial Day through Labor Day, Street Department employees shall work summer hours from 6:30 am to 3:00 pm.

**Section 13.5.** Supervisors shall not perform the duties of a bargaining unit employee solely to deprive the employee of overtime. This section does not apply in instances where there is not enough bargaining unit employees to perform the work.

**Section 13.6.** At the discretion of the employee, overtime may be accumulated as compensatory time at the rate of one and one-half (1½) times the hourly rate.

Compensatory time may be used at the employee's discretion with prior approval of the Employer. The maximum accumulation of compensatory time shall be twenty (20) hours.

Each year during the month of November, employees may sell back up to twenty (20) hours of their compensatory time.

There shall be no pyramiding of overtime.

## **ARTICLE 14** **CALL-OUT TIME**

**Section 14.1.** Any employee called out to work at a time outside his regularly scheduled shift, which call out does not abut his shift, shall receive a minimum of three (3) hours pay at the overtime rate, or overtime for the hours actually worked whichever is greater.

**ARTICLE 15**  
**BULLETIN BOARDS**

**Section 15.1.** The City shall provide the Union with a bulletin board or space, provided that:

- A. No notice or other writing may contain anything political or critical of the City, of any City official, or any other institution, any employee or person.
- B. All notices or other materials posted on the bulletin board must be signed by an official representative of Ohio Council 8 or Local Union.
- C. Upon violation of (A) or (B) above, the Union will remove said material upon request.

**ARTICLE 16**  
**PERFORMANCE REVIEW**

**Section 16.1.** Every Bargaining employee must be given a performance rating once a year. In the event an employee is dissatisfied with his performance rating the employee has the right to write a letter of rebuttal to be placed in his/her personnel file.

**ARTICLE 17**  
**PROBATIONARY PERIOD**

**Section 17.1.** Every new hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6) months with an optional extension not to exceed six (6) months at the discretion of the appointing authority. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the grievance and arbitration procedure.

**Section 17.2.** A promoted bargaining unit employee who fails to satisfactorily complete the promotional probationary period shall be returned to his original position with no loss of seniority.

**ARTICLE 18**  
**PERSONNEL FILES**

**Section 18.1.** Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

**Section 18.2.** If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

**Section 18.3.** Records of suspensions shall cease to have force and effect two years from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect twelve (12) months from the date of issuance, provided no intervening discipline has occurred.

## **ARTICLE 19** **LABOR/MANAGEMENT MEETINGS**

**Section 19.1.** In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two (2) members of the bargaining unit, upon written request, for the purpose of:

- A. To disseminate general information of interest to the parties;
- B. To give AFSCME representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members;
- C. To discuss ways to improve efficiency and increase productivity within the department;
- D. To promote harmonious relations between the Employer and AFSCME in the best interest of the community; and
- E. To discuss safety and health issues of the department.

## **ARTICLE 20** **WAGES**

**Section 20.1.** Bargaining Unit employees shall be organized into five (5) pay grades: Part-Time, Grade 1, Grade 2, Grade 3 and Grade 4.

Part-Time employees shall include the following positions: Part-Time Tax Clerk; and, Part-Time Finance Clerk. Grade 1 shall include the following positions: Municipal Service Worker 1; Wastewater Maintenance/Municipal Service Worker 1; Plant Operator; and, Cemetery Records Clerk. Grade 2 shall include the following positions: Municipal Service Worker 2; and, Plant Operator 1. Grade 3 shall include the following positions: Municipal Service Worker 3; Plant Operator 2; Tax Clerk; and, Finance Clerk. Grade 4 shall include the following positions: Finance Specialist; Utility and Permitting Specialist; and, Plant Operator 3.

**Section 20.2.** Employee pay rates effective July 1, 2012 shall be increased 2.5% and are illustrated in Appendix A. Probationary employees shall receive the appropriate rate of pay, below. At no time shall a bargaining unit employee receive less than Step 1 of the appropriate grade, and at no time shall a bargaining unit employee's hourly wage exceed Step 4 of the appropriate grade.

**Section 20.3.** Wage rates shall be increased by 2.0% on July 1, 2013 and are illustrated in Appendix B.

**Section 20.4.** Wage rates shall be increased by 1.0% on July 1, 2014 and are illustrated in Appendix C.

**Section 20.5.** All employees in the bargaining unit who are required to have a valid CDL license will be given an additional \$0.20 per hour.

**Section 20.6.** Employees shall advance through the steps on the same dates in July of each year that the pay ranges are increased. New hire employees shall normally begin at the probationary rate, and shall be advanced to Step 1 at the conclusion of the probationary period. However, the employer reserves the right to begin a new hire at any step up through Step 2. The next Step shall be achieved on the date in July the pay ranges are increased, provided the employee has been in the previous step for six (6) months or more.

**Section 20.7. Longevity:** Employees with three (3) years of continuous service with the City of Milford shall be entitled to longevity pay in the amount of seventy-five dollars (\$75.00). Employees with four (4) years of continuous service with the City of Milford shall be entitled to longevity pay in the amount of one hundred dollars (\$100.00). Employees with five (5) or more years of continuous service with the City of Milford shall be entitled to longevity pay in the amount of one hundred fifty dollars (\$150.00), plus twenty-five dollars (\$25.00) for each year of service in excess of five (5) years; however, employees with twenty-five (25) or more years of service shall receive a maximum of \$650.00 per year. Eligibility for longevity pay is determined as of December 1 of each year, and payment for longevity is made in a lump sum in the first pay in December. Eligible employees who have completed a full year of service, but separate from the City on good terms before December 1 shall be paid the appropriate rate of longevity with their last pay check.

## **ARTICLE 21** **HOLIDAYS**

**Section 21.1.** The following days shall be holidays for which bargaining unit employees shall receive their regular compensation:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third (3rd) Monday in January
President's Day	Third (3rd) Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First (1st) Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth (4th) Thursday in November
Friday after Thanksgiving	Fourth (4th) Friday in November
½ Day Christmas Eve	December 24
Christmas Day	December 25

**Section 21.2.** If the holiday falls on a Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday. Water and Wastewater Department employees shall observe the holiday on the actual day of the holiday (e.g., Christmas will be observed on December 25th regardless of the day of the week).

**Section 21.3.** In observance of each authorized holiday, bargaining unit employees shall normally be granted the day off from work, except Water and Wastewater Department operating personnel whose work demands may require them to be scheduled on a holiday. Full-time employees shall receive straight time pay for each authorized holiday. Part-time employees, however, shall not be granted holiday pay.

**Section 21.4.** If a holiday occurs while an employee is on vacation or authorized sick leave, such holiday day will not be charged against his or her vacation leave or sick leave. Employees on an unpaid leave of absence shall not receive payment for holidays.

**Section 21.5.** Employees who have an unexcused absence on the regular scheduled work day prior to or after the holiday are considered to be on unpaid leave and shall not be eligible to receive holiday pay.

**Section 21.6.** Employees must be in a paid status on the day before and day after the holiday in order to be eligible for pay on the above holidays. Employees who are absent due to illness on the day before or after a holiday may be required to furnish proof of illness by a physician's statement or other satisfactory written and signed statement, or shall forfeit the holiday pay. (For the purposes of this Section, the day before refers to the last regularly scheduled work day, and the day after refers to the next regularly scheduled work day after the day on which the holiday is observed.)

**Section 21.7.** Employees scheduled to work or called into work on a holiday shall be paid one and one-half (1 ½) times their base rate of pay for all hours worked on the holiday in addition to holiday pay. Base holiday pay shall be eight (8) hours at the regular rate.

**Section 21.8.** The City will make every reasonable effort to accommodate the special needs of an employee wishing to participate in the observance of his or her religious holiday.

**Section 21.9.** For the purposes of this Article, holidays shall be understood as extending from 12:01 am to midnight, the day the majority of hours are scheduled.

## **ARTICLE 22** **SICK LEAVE**

**Section 22.1:** Employees shall accrue sick leave credit at the rate of three and seven-tenths (3.7) hours for each eighty (80) hours of service exclusive of overtime, or while in active pay status (e.g., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or layoff, or while on paid occupational injury leave. Sick leave is accumulative without limit.

**Section 22.2:** An employee may request sick leave fore the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, (in the case of a member of the family not living in the same household, the Employer may permit sick leave when he believes it is justified, but such cases will be carefully investigated);
- B. Exposure to the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Death of a member of the employee's immediate family;
- D. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family which cannot be scheduled during non-work hours;
- E. Pregnancy by employee, childbirth and/or related medical conditions.

**Section 22.3:** For the use of sick leave under Section 22.2, paragraphs A, D and E above, "immediate family" is defined as mother, father, spouse, child (including stepchildren), or a legal guardian or other person who stand in the place of a parent (loco parentis). For use under paragraph C, the definition shall include brother, sister, grandparent, grandchild, and in-laws.

**Section 22.4.** Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures of grave illness.

**Section 22.5:** Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

**Section 22.6.** An employee requesting sick leave shall inform his immediate supervisor or designee of the fact and reason, a minimum of one (1) hour prior to his scheduled starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. When an employee returns to work following an absence, he must complete the "Application for Sick or Family Leave" form.

**Section 22.7.** The employee's attending physician's statement may be required by the City in the following cases:

- A. To substantiate absence of three (3) consecutive days or more.
- B. Where a pattern of sick leave abuse has been documented.
- C. Exposure of employee to contagious disease.
- D. Illness in the employee's immediate family of three (3) consecutive days or more, as set forth in Section 22.3 above.

The City shall also have the right to require the employee, at the City's expense, to be examined by a physician appointed by the City to determine the nature and extent of the illness.

**Section 22.8.** An employee with more than one (1) year of full-time service who exhausts his sick leave may use his accrued vacation for sick leave purposes. If the 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. The employee's available paid leave (sick, vacation and personal) must be exhausted and is included in the twelve (12) week total. 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.

**Section 22.9.** An employee who retires from the Employer under the PERS with ten (10) or more years of service with the Employer or who is granted a disability pension by the fund, shall be paid twenty-five percent (25%) of the value of his accrued but unused sick leave, up to a maximum payment of two-hundred forty (240) hours. Death of an eligible employee shall result in payment of the entitlement to the employee's estate.

**Section 22.10.** Union and Management have agreed to cooperate in programs to eliminate unnecessary absenteeism and sick leave abuse. It is to the benefit of each employee to conserve his/her sick leave as insurance against the effects of a long-term illness on both himself/herself and his family.

It is understood that the City retains its rights to utilize corrective action in cases of abuse which have been documented and investigated.

### **ARTICLE 23** **PERSONAL LEAVE**

**Section 23.1.** Full time bargaining unit employees shall receive sixteen (16) hours of personal leave as of January 1<sup>st</sup> of each year.

**Section 23.2.** Full time employees who do not use any sick leave during any one hundred eighty (180) consecutive day period in active pay status shall be granted an additional eight (8) hours of personal leave with pay. The one hundred eighty (180) day period can begin any time and shall end one hundred eighty (180) days later. All requests to receive credit for personal days under this provision are the responsibility of the employees.

**Section 23.3.** The maximum amount of personal leave an employee may accumulate is forty-eight (48) hours. Any hours in excess of forty-eight (48) will be lost. All requests to receive a credit for earned personal days under this provision are the responsibility of the employee and must be made within ninety (90) days of the date earned.

**Section 23.4.** Employees must follow the Notification of Absence policy when using personal leave. Personal leave shall be granted where practical and shall not be unreasonably denied.

**Section 23.5.** Paid personal leave, as stated in this policy, must be taken in minimum increments of one-quarter (.25) hour.

**Section 23.6.** Employees shall be paid for unused personal leave hours upon resignation, retirement, death or termination, in accordance with the Personnel Policy Manual.

**Section 23.7.** New employees will be credited with personal leave hours based on the schedule listed below. (Proration is not on a percentage basis, but based on whole hours due to practicality). The schedule is based upon the employee's starting date in relation to the number of months hired prior to the next January 1<sup>st</sup>.

<b>Months Prior to Next January 1st</b>	<b>Hours</b>
1 month	1
2 months	2
3 months	4
4 months	5
5 months	6
6 months	8
7 months	9
8 months	10
9 months	12
10 months	13
11 months	14
>11 months	15

**ARTICLE 24**  
**LEAVES OF ABSENCE**

**MILITARY LEAVE**

**Section 24.1.** Military Leave shall be provided in accordance with applicable federal and state laws.

**COURT LEAVE**

**Section 24.2.** If an employee is called for court jury duty or subpoenaed to testify in a court of law for any work-related matter, during any portion of the employee's regular scheduled working day, that employee may choose to be compensated for such time in one of the manners set forth below:

- A. The employee may choose to receive his or her regular salary or wage in full for such time from the City. In such case, all monies received as compensation for court service shall be turned over in full to the City.
- B. The employee may choose to retain all monies received as compensation for court service and waive his or her regular salary or wage in full for such time from the City.
- C. The employee may choose to retain all monies received as compensation for court service plus take a vacation day for such time off, with the approval of the City Manager or designee.

**Section 24.3.** If the employee chooses option A as specified, he or she will be expected to report for work following jury duty, if a reasonable amount of time remains during his or her scheduled work day.

**Section 24.4.** If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his or her regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

**Section 24.5.** Employees shall not be entitled to paid court leave when appearing in court as a party or witness for non-work related criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, personal injury, etc., when the case is being heard in connection with the employee's personal matters non-work related matters. Such absences shall be considered leave without pay, personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the Department Head and City Manager or designee.

**Section 24.6.** Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay, and shall not be eligible for receipt of court fees.

## **UNION LEAVE**

**Section 24.7.** The Union Steward/Officer shall be granted paid release time of up to two (2) days annually to attend the State Convention/Seminar or for contract administration. An additional three (3) days annually may be allotted from vacation or personal leave time.

Such release time must be requested in writing at least ten (10) days in advance. The Employer will not deny the release time except in the event of an emergency.

## **FAMILY AND MEDICAL LEAVE**

### **Section 24.8.**

- A. Eligible Employees: Employees are eligible for Family Medical Leave (FML) if they meet the following criteria:
1. The employee has been employed by the City for at least twelve (12) months; and,
  2. The employee has been paid in work status with at least 1,250 hours of service during the twelve (12) month period immediately preceding the start of the leave. (Note: Paid vacation, sick leave, etc. does not count towards the 1,250 hours of service).
- B. Eligible Leave: Employees who meet the above criteria are eligible for up to twelve (12) weeks of FML for any of the following reasons:
1. Birth of a child, and to care for a newborn child.
  2. Placement of a child by way of adoption or foster care.

3. The employee having a "serious health condition" that makes them unable to perform the functions of his or her job.
4. To care for the employee's spouse, son, daughter, step-son, step-daughter, or parent who has a "serious health condition."

Leave for birth or placement of a child must be taken within one (1) year of birth or placement.

C. Definitions:

Spouse: means husband or wife including common law marriages where/when recognized. Unmarried domestic partners do not qualify for Family Medical Leave to care for their partner.

Child: is a son, daughter, or step-child including a child eighteen (18) years or over, who is incapable of self-care because of a mental or physical disability.

Parent: means biological parent or an individual who stands in the place of a parent to the employee ("in loco parentis").

Foster Care: is defined as placement of a child with the employee through a formal agreement for substitute care requiring state action, rather than an informal arrangement to take care of another person's child.

Serious Health Condition: means an illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than three (3) calendar days and involves care by a health care provider. Serious health condition also includes continuing treatment of chronic or long-termed incurable conditions and pre-natal care.

- D. Request/Notification of Leave: When feasible, employees must submit a written request for leave thirty (30) days prior to the requested leave start date. In situations involving medical emergencies, etc., employees are to submit their request as soon as possible, but not later than four (4) days after the beginning of the emergency situation. While on FML, the City may require an employee to provide periodic reports regarding the employee's status and intent to return to work.

Request for leave will include a brief description of the need for leave, identify who the leave is for, what relationship the individual is to the employee (e.g., employee, spouse, parent, etc.), and length of leave requested. Along with the request, the employee will also furnish the City Manager or designee with medical certification of the serious health condition from the physical/health care provider. The medical certification shall include the identity of the individual with the serious health condition, date on which the condition began, probable duration of the condition, and, if regarding the employee, whether the employee is unable to perform the essential functions of his or her job. Based upon the request for leave and the

medical provider's certification, the City Manager or designee shall authorize or deny the request, or may, at City expense, require the employee to obtain a second (and possibly third) medical opinion to confirm the leave request.

The City Manager or designee may designate that an employee's leave qualifies for and will be counted as Family Medical Leave. The City Manager or designee must make such designation prior to the starting of the Leave unless sufficient information as to the reason for the Leave is not available until after the Leave began.

- E. Approval/Denial of Leave Request: The City Manager or designee shall notify the employee orally or in writing within two (2) business days as to the approval or denial of his or her FML Request, and that any sick or vacation leave will be set off against the Leave pursuant to the City's policy regarding same. Oral notice will be followed by written confirmation by payday following. If the Employer is late complying with these notice requirements, paid leave may only be set off against FMLA leave prospectively, once notice is given. The Employer shall note the starting and ending dates of leave, reinstatement procedures, and utilization of accumulated paid leave. The City's Insurance Carrier/Consultant shall notify the employee as to the status of insurance coverage and the employee's contributions, if applicable, when notified by the City.
- F. Utilization of Accumulated Paid Leave: Employees must utilize accumulated paid leave for all or part of the FML twelve (12) week period. Accrued sick leave will be utilized for conditions that are eligible for sick leave and covered by the Family Medical Leave Act. Unpaid FML shall be authorized when all eligible accrued paid leaves have been exhausted (e.g., sick leave, vacation, personal days, etc.). In other words, FML leave and paid leave for conditions that qualify under FML run concurrently.
- G. Leave Period: An eligible employee may take up to twelve (12) work weeks of FML leave during a twelve (12) month period. The twelve (12) month period shall be measured backward from the date the employee's first Family and Medical Leave begins (a rolling twelve [12] month period).

Employees may request intermittent or reduced leave schedules to accommodate medically necessary treatment in connection with a serious health condition. Intermittent or reduced leave may not exceed the total hours an employee would have worked during their regular twelve (12) week schedule. If intermittent or reduced leave is approved, the City Manager or designee may require the employee to schedule the leave so as not to unduly disrupt the City's operations or the employee may be placed in an alternate position which better accommodates the intermittent leave schedule.

When both spouses are employed by the City, they are entitled to an aggregate total of twelve (12) weeks of FML for childbirth, adoption placement, or foster care. This limitation does not apply to FML taken by either spouse to care for the other spouse, a child, or a parent with a serious health condition.

- H. Insurance Coverage: Employees are entitled to maintain the same health benefits during the FML leave. Employees are responsible for continuing to pay any share of the health care costs that they were responsible for prior to the leave. Payment is due at the same time as it would be if made by payroll deduction (i.e., on pay day).

Should an Employee fail to return to work after his or her FML expires, the City may recover from the employee the City's share of health insurance premiums paid during the period of unpaid FML Leave. Insurance premiums may not be recovered if the employee fails to return to work due to the continuation, recurrence, or onset of a Serious Health Condition or circumstances beyond the employee's control.

- I. Reinstatement: Employees returning from FML are generally entitled to be placed in their same position or equivalent positions with equivalent pay, benefits, and conditions.

Employees whose FML was for their own personal medical conditions must, prior to reinstatement, submit medical certification to the Employer as to their ability to return to work, subject to a second medical opinion as deemed necessary by the Employer or a third medical opinion as provided in the Family and Medical Leave Act.

## **OTHER LEAVES OF ABSENCE**

**Section 24.9. Leaves without pay.** Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the Employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave, and the Employer determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g., the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS law under this Agreement.

B. Employer Required Disability Leave

The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (A) above, at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on Disability Leave as described in paragraph (A) above.

C. Leave of Absence

The Employer may grant a leave of absence to any employee for a duration of up to one (1) year.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any new hire replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
4. An employee may return to work before the scheduled expiration of leave as request by the employee and agreed to by the Employer. If an employee fails to return to

work at the expiration of an approved leave of absence he shall be removed from his position.

5. A full-time female employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement.
  - a. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties.
  - b. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
  - c. No later than thirty (30) days after delivery, the employee will notify the Employer, in writing, of her desire to return to work and her anticipated date of return. Lack of such notification shall be considered a resignation. Employees who desire to return to work shall be placed in their original position, or in a similar position at the same pay, as the needs of the department dictate.
  - d. Should it be necessary to extend the employee's leave of absence for maternity purposes beyond six (6) months, the employee shall be placed on a disability leave in accordance with this Article.
  - e. The employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.
6. An employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total.

Such leaves of absence shall be approved at the discretion of the Employer and based on the needs of the agency. Such requests shall be administered in a non-discriminatory fashion and shall not be unreasonably denied.

## **ARTICLE 25**

### **RELIGIOUS HOLIDAYS**

**Section 25.1.** All Bargaining Unit employees may charge religious holidays to earned and unused paid leave only. Employees may not "trade" religious holidays with regular off days during which they are permitted to work.

**Section 25.2.** Employees requesting religious holidays must notify their immediate supervisor at least thirty (30) days prior to such day with a written notice. The supervisor shall reply in writing within ten (10) days upon receipt of the written request. The employee must receive approval from the supervisor before he will be excused for the holiday.

**ARTICLE 26**  
**FUNERAL LEAVE**

**Section 26.1:** An employee shall be entitled to a maximum of three (3) paid funeral leave days for death in the employee's family. For purposes of this policy, the family is defined as only: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in place of the employee's parents. Funeral leave days are not deducted from the employee's sick leave.

**Section 26.2.** An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family.

**ARTICLE 27**  
**VACATION**

**Section 27.1.** Bargaining unit employees shall earn vacation leave according to their number of years of service with the City of Milford and any other political subdivision within the State of Ohio, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; Total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; Total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; Total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hours per pay period; Total per year: 200 hours.

**Section 27.2.** Employees in their initial one (1) year probationary period accrue vacation at the one year rate (3.1 hours per pay period) and may, after six (6) months service request vacation time off. However, probationary employees do not have an entitlement to vacation time, and will not be paid for accrued but unused vacation if they leave the Department for any reason prior to the conclusion of the probationary period.

**Section 27.3.** Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

**Section 27.4.** The Employer shall post a vacation calendar during the month of January each year. Employees may request, prior to January 31, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's department seniority with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. An employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

**Section 27.5.** If a bargaining unit member becomes the subject of a modification, or change of work schedule which affects the employee's regular days off, said employee may, at his option, select another vacation period from among those remaining.

**Section 27.6.** Vacation leave may be taken in minimum increments of one quarter (.25) hour.

**Section 27.7.** Bargaining unit members shall be permitted to carry over accumulated vacation leave for up to two (2) years from the date earned.

**Section 27.8.** Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

**Section 27.9.** If an employee is hospitalized while on vacation, the days of hospitalization will be charged against sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.

## **ARTICLE 28** **INSURANCE**

**Section 28.1.** The Employer shall make available to bargaining unit employees medical and hospitalization plans on the same basis these plans are provided to non-bargaining unit employees of the City. Prior to any substantive changes in the existing benefit plan, the Employer shall form a Health Insurance Plan Committee, consisting of employees from all City work units. The Union officer or his designee from this bargaining unit shall be a member of the committee. The purpose of the Committee is to study available options and make a recommendation to the City Manager. If substantive changes in the plan are recommended or become necessary, the Employer shall notify the Union in advance of any changes and will meet with representatives of the Union upon request of the Union to discuss the effect of those changes on the bargaining unit.

**Section 28.2.** The Employer shall provide a term life insurance policy for each bargaining unit employee in an amount equal to the employee's annual salary.

**Section 28.3.** The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

**Section 28.4.** The Employer will make available to all employees cancer insurance and intensive care insurance for purchase through payroll deduction.

**ARTICLE 29**  
**UNIFORMS**

**Section 29.1.** The City shall provide Field Operations bargaining unit employees with the following:

- A. The City will provide an allowance for work boots up to one hundred eighty dollars (\$180.00) per year, and up to one hundred fifty dollars (\$150.00) per year for blue jeans;
- B. The City will provide eleven (11) T-shirts annually, and two (2) hooded sweatshirts every two (2) years;
- C. The City will provide rain gear, denim shirts, coveralls, jackets, etc. as needed.

**Section 29.2.** Any expense reimbursed by the City herein may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

**ARTICLE 30**  
**MILEAGE**

**Section 30.1.** Employees shall be reimbursed for actual miles, while on official City business, at the IRS rate, when using their personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expense (e.g., gas, oil, depreciation, etc.). The City encourages and may require employees traveling to the same destination to car pool.

Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same vehicle. Rental of a vehicle is not reimbursable without prior approval of the City Manager.

**Section 30.2.** Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

**Section 30.3.** No expense reimbursements are paid for travel between home and office.

**ARTICLE 31**  
**TUITION REIMBURSEMENT**

**Section 31.1.** Subject to budgetary constraints, any full-time employee who has passed his or her probationary period is eligible for participation in the Tuition Reimbursement Program.

**Section 31.2.** The course of study must be reasonably related to the employee's job, and the employee must seek approval for participation in the reimbursement program from the City Manager prior to the start of actual course work, and after submission by the employee of documents showing completion and passing grades. Reimbursement will be based on the following schedule:

Final Grade:

A: 100%

B: 80%  
C: 60%

Pass/Fail Grading Systems:

Pass: 100% reimbursement  
Fail: no reimbursement

**Section 31.3.** Employees who work for the City less than one (1) year after being reimbursed for college course work, must repay a portion of the money he or she received for the course(s). Repayment will be based on the following schedule:

<u>Date of Termination:</u>	<u>% to Pay After Reimbursement:</u>
0-6 months following course:	100%
7-9 months following course:	75%
10-12 months following course:	50%

Full months only will be counted in calculating the number of months worked.

**Section 31.4.** The maximum amount an employee can be reimbursed in any calendar year will be set annually.

**Section 31.5.** Repayment due for college level course work in accordance with Section 31.3 above may be withheld from the employee's final paycheck.

## **ARTICLE 32** **HEALTH AND SAFETY**

**Section 32.1.** The City agrees to meet not less than quarterly with the Safety Committee whose membership included Union and Management representatives for the purpose of discussing health and safety issues which may be of concern to the Union or Management. The City agrees to release one (1) employee from each department to participate on said committee with pay. The City agrees to maintain current health and safety practices.

## **ARTICLE 33** **CDL CERTIFICATION**

**Section 33.1.** Certain bargaining unit positions require Commercial Driver's licenses as a minimum qualification for the position. Failure to obtain or maintain a required license may result in disciplinary action up to and including dismissal. The Employer will reimburse the cost of a CDL license and renewals to employees providing proof of earning or renewal of the CDL license.

**Section 33.2.** All bargaining unit positions requiring a Commercial Driver's License (CDL) must be obtained within six (6) months of the date of hire, or six (6) months following notification of the requirement, and retained as a condition of employment. Any employee who fails to obtain or maintain the required license, or whose driver's license or CDL is suspended or subject to disqualification by any court or any state or federal administrative agency (e.g., Ohio BMV, etc.),

shall immediately notify the Employer. Employees are not permitted to operate City motor vehicles during the license suspension or disqualification, regardless of whether the employee has been granted limited driving privileges. An employee who is out of service due to a license suspension or disqualification, and the CDL requirement is essential to the employee's position, may be subject to disciplinary action.

#### **ARTICLE 34** **SEVERABILITY**

**Section 34.1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

#### **ARTICLE 35** **PART-TIME EMPLOYEES**

**Section 35.1.** All part-time employees who are members of the bargaining unit shall be subject to the benefits and responsibilities of this Agreement, except for the following:

- A. Holidays. Part-time employees shall be compensated only for the number of hours scheduled to work on Holidays as established in Article 21.
- B. Sick Time. Part-time employees shall not accrue sick leave credit.
- C. Personal Leave. Part-time employees shall not be granted nor accumulate personal leave.
- D. Vacation. Part-time employees shall not earn vacation leave.
- E. Health Insurance. Part-time employees shall not be eligible for health insurance provided in Article 28.

#### **ARTICLE 36** **SUBCONTRACTING**

If the City decides to sub-contract out work normally performed by bargaining unit employees prior to any sub-contracting out the City agrees to meet and discuss the impact of such decision with the union.

#### **ARTICLE 37** **DURATION**

**Section 37.1.** This Agreement shall be effective on the 1<sup>st</sup> day of July 2012 and shall terminate at Midnight on June 30, 2015. This Agreement shall continue on in effect unless either party gives at

least ninety (90) calendar days notice prior to June 30, 2015, of an intent to negotiate on any or all of its provisions, or any yearly anniversary date thereafter

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have signed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE CITY OF MILFORD:

FOR AFSCME, OHIO COUNCIL 8  
LOCAL 3381:

\_\_\_\_\_  
Jeff Wright  
City Manager

\_\_\_\_\_  
Renita Jones-Street  
Staff Representative

\_\_\_\_\_  
Daniel Burke  
Director of Finance

\_\_\_\_\_  
John Lewis  
President, Local 3381

Approved As To Form and Content:

\_\_\_\_\_  
Michael Minniear  
Law Director

\_\_\_\_\_  
Kyle Mitchell  
Vice President, Local 33987

Chief Negotiator:

\_\_\_\_\_  
Art Keith  
Bargaining Team Member

\_\_\_\_\_  
Kelly Babcock  
Labor Consultant

\_\_\_\_\_  
Kevin Mason  
Bargaining Team Member

**APPENDIX A  
2012-2013 WAGE SCALE (2.5%)**

Part-Time	Probationary Rate	Step 1	Step 2		
	\$12.25	\$12.86	\$13.10		
Grade 1	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$14.29	\$15.01	\$16.00	\$17.06	\$18.19
Grade 2	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$16.70	\$17.54	\$18.26	\$19.01	\$19.79
Grade 3	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$18.51	\$19.43	\$19.86	\$20.32	\$20.77
Grade 4	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$18.79	\$19.73	\$21.19	\$22.77	\$24.48

**APPENDIX B**  
**2013-2014 WAGE SCALE (2.0%)**

Part-Time	Probationary Rate	Step 1	Step 2		
	\$12.50	\$13.12	\$13.36		
Grade 1	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$14.58	\$15.31	\$16.32	\$17.40	\$18.55
Grade 2	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$17.03	\$17.89	\$18.62	\$19.39	\$20.19
Grade 3	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$18.88	\$19.82	\$20.26	\$20.73	\$21.19
Grade 4	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$19.17	\$20.12	\$21.61	\$23.23	\$24.97

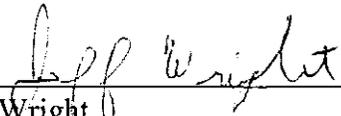
**APPENDIX C**  
**2014-2015 WAGE SCALE (1.0%)**

Part-Time	Probationary Rate	Step 1	Step 2		
	\$12.63	\$13.25	\$13.49		
Grade 1	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$14.73	\$15.46	\$16.48	\$17.57	\$18.74
Grade 2	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$17.20	\$18.07	\$18.81	\$19.59	\$20.39
Grade 3	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$19.07	\$20.02	\$20.46	\$20.94	\$21.40
Grade 4	Probationary Rate	Step 1	Step 2	Step 3	Step 4
	\$19.36	\$20.32	\$21.83	\$23.46	\$25.22

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have signed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE CITY OF MILFORD:

  
\_\_\_\_\_  
Jeff Wright  
City Manager

  
\_\_\_\_\_  
Daniel Burke  
Director of Finance

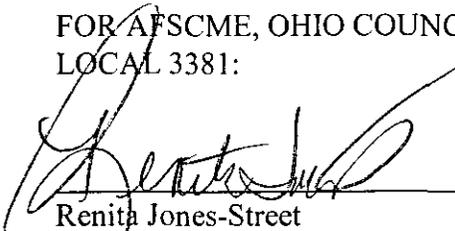
Approved As To Form and Content:

  
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Staff Representative

  
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John Lewis  
President, Local 3381

  
\_\_\_\_\_  
Kyle Mitchell  
Vice President, Local 3381

  
\_\_\_\_\_  
Art Keith  
Bargaining Team Member

\_\_\_\_\_  
Kevin Mason  
Bargaining Team Member