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COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF BEXLEY

AND

OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE,COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, AND LOCAL 3838 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

SERB Case No. 2012-MED-08-0771

2012-2015 Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and Local 3838 AFSCME

TABLE OF CONTENTS

Article No.	Title	Page No.
Article 1	Preamble	1
Article 2	Recognition	1
Article 3	Union Security	2
Article 4	Non-Discrimination	5
Article 5	Grievance Procedure	5
Article 6	Arbitration And Grievance Mediation	9
Article 7	Union Representation	11
Article 8	Management Rights	12
Article 9	Internal Review Procedure	13
Article 10	Corrective Action And Records	14
Article 11	Work Rules And Directives	16
Article 12	Labor Management Meetings	17
Article 13	Layoffs/Job Abolishment	19
Article 14	Miscellaneous	20
Article 15	Wages	21
Article 16	Longevity	23
Article 17	Holidays	23
Article 18	Regular Work Periods And Overtime	24
Article 19	Working Out Of Classification/Temporary Transfers	25
Article 20	Vacation	25
Article 21	Insurance	26
Article 22	Sick Leave	28
Article 23	Injury Leave	31
Article 24	Bereavement Leave	31
Article 25	Uniforms And Clothing Allowance	31
Article 26	Military Leave/Jury Duty	32
Article 27	Tuition Reimbursement Program	32
Article 28	No Strike/No Lockout	33

Article 29	Waiver In Case Of Emergency	33
Article 30	Vacancies And Promotions	34
Article 31	Seniority	36
Article 32	Equalization Of Overtime	36
Article 33	Union Leave	37
Article 34	Severe Weather Policy	37
Article 35	Use Of City Garage And Equipment For Personal Use	37
Article 36	Drug Testing	38
Article 37	Accident Policy	39
Article 38	Training Budget	39
Article 39	P.E.O.P.L.E. Checkoff	40
Article 40	Duration	41
	Signature Page	42
	Appendix A	43
	Memorandum Of Understanding	46

ARTICLE 1-PREAMBLE

Section 1.1. Agreement.

This Agreement is made and entered into by and between the City of Bexley, Ohio (hereinafter referred to as the "City") and the Ohio Council 8 and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Section 1.2. Purpose.

This Agreement is made for the purpose of setting forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein.

Section 1.3. Severability.

If a court of competent jurisdiction finds any provision of this Agreement to be contrary to law, or if the parties mutually agree that any provision is invalid by operation of law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

Section 1.4. Amendment of Agreement.

No changes in this Agreement shall be negotiated during its duration unless the parties agree in writing to so amend the Agreement.

Section 1.5. Past Benefits and Practices.

The City and Union agree that any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the City has notified the Union of such intention and provided an opportunity for the Union to provide input through discussion through a labor relations meeting.

ARTICLE 2-RECOGNITION

Section 2.1. Recognition.

The City recognizes the Union as the sole and exclusive representative of all employees included in the Bargaining Unit defined herein in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement

Section 2.2. Bargaining Unit.

The Bargaining Unit shall consist of all employees of the Service Department of the City of Bexley, including Automobile Mechanic I & II; Custodian; Equipment Operator I & II; Grounds Maintenance Worker; Service Worker; Tree Maintenance Worker; Water Service Worker; and Building Maintenance Worker, Service Department Foreman, Water Department Foreman, Street Department Trainee and Water Department Trainee. Excluded from inclusion in this Bargaining Unit are all management level, professional, supervisory, casual, seasonal, interim, student, confidential and guard employees as defined by Chapter 4117 of the Revised Code and all other employees not specifically included above. The inclusions and exclusions are as certified by the Ohio State Employment Relations Board in Case No. 94-REP-06-0119, dated October 28, 1994; and any subsequent amendment.

Section 2.3. Change of Duties/New Classifications.

In the event of a change of duties of a position within the Bargaining Unit resulting in a reclassification of the position as determined by the City or in the event that the City establishes a new position, the City shall determine whether the new or changed position will be included or excluded from the Bargaining Unit and shall so advise the Union in writing. If the Union disputes the City's determination of the Bargaining Unit status of the new or changed position the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the Bargaining Unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the position is appropriately within the Bargaining Unit, the parties shall meet to negotiate over the rate of pay and other benefits unique to that position. If the parties are unable to reach agreement as to the rate of pay, the City shall implement a rate of pay for the classification and the parties shall negotiate over the rate of pay during the next round of collective bargaining negotiations.

Section 2.4. Changes in Methods of Operation.

Substantial changes in the methods of operation, tools, and/or equipment shall be the prerogative of the City. The establishment of the rate of pay for such job(s) and the placing of such job(s) in an existing classification shall likewise be the prerogative of the City.

ARTICLE 3-UNION SECURITY

Section 3.1. Dues Deduction.

The City agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the Bargaining Unit.

Section 3.2. Maintenance of Dues Payment.

The City agrees to deduct initiation fees and regular Union membership dues once each pay period of any employee in the Bargaining Unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the Union. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City. The City shall forward the membership dues deducted to the Controller of Ohio Council 8, AFSCME, AFL-CIO.

Section 3.3. Fair Share Fee.

For the duration of this Agreement, each non-probationary Bargaining Unit employee who is not a member of the Union shall be required, as a condition of employment, to pay to the Union a Fair Share Fee not to exceed the amount of the dues. The payment of Fair Share Fees shall not necessitate the signing of an authorization card and such deduction shall be automatic. Fair Share Fee deduction shall commence one (1) month following the completion of an individual employee's probationary period. Fair Share Fees shall be deducted and remitted by the same method and during the same period as dues, provided the Employee has received sufficient wages during the applicable payroll period.

The Union shall certify to the City the amount of the Fair Share Fee to be paid by non-member employees within the Bargaining Unit. The Union shall submit any changes in the amount of Fair Share Fees to the City at least one (1) month in advance of any such change.

The amount of the Fair Share Fee shall be determined by the Union, but shall not exceed the total of any dues, fees or assessments which may be charged to Union members and may not exceed that amount which is allowable by law. Disputes regarding the payment of Fair Share Fees shall be resolved pursuant to Chapter 4117O.R.C.

The Union agrees to indemnify and hold the City, its officials, representatives and agents harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Section of the Agreement.

Section 3.4.Union Responsibility.

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Cityharmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.5. City Responsibility.

The City shall be relieved from making individual check off deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the Bargaining Unit; 3) layoff from work; 4) unpaid leave of absence; 5) revocation of the check-off authorization; or 6) resignation from the Union.

The City shall not be obligated to make dues deductions from any employee who, during any dues period (months) involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of Union dues.

Section 3.6. Errors in Processing.

The parties agree that neither the employees nor the Union shall have a claim against the City for efforts in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.7. Dues Rate.

The rate at which dues are to be deducted shall be certified to the payroll clerk by the Union. Two (2) weeks advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.8. Bulletin Board.

The Union shall be permitted to maintain a Union bulletin board at each reporting location of members in the Bargaining Unit. Union bulletins, Union material, and other communications of interest to Bargaining Unit members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Union bulletin board.

Section 3.9. Ballot Boxes.

The Union shall be permitted, upon prior notification to the Mayor, to place a ballot box at City Hall or other reporting location of members of the Bargaining Unit, for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.10. Use of City Mail System.

The Union shall be permitted reasonable use of the intra City mail system, i.e., access to members' mail slots, for the direct distribution of material pertaining to collective bargaining, contract administration, or other similar business germane to the Union's role as exclusive representative of the Bargaining Unit. The Union shall observe established City procedure for

the distribution of all such materials; however, the material, when placed in a sealed envelope clearly marked as Union communication, shall not be subject to review by the City or the Service Department.

Section 3.11. Use of Lunchroom.

The Union shall be permitted reasonable use of the employee lunchroom to conduct informational meetings directly after working hours, during lunch hour or on breaks with the prior approval of the Service Director. Such meetings shall not interfere with the operations of the City.

ARTICLE 4-NON-DISCRIMINATION

Section 4.1. Joint Pledge.

Neither the City nor the Union shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, religion, ancestry, national origin, handicap, or application for participation in the Ohio Workers' Compensation Program.

Section 4.2. Gender.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 4.3. City Pledge.

The City agrees not to interfere with the rights of Bargaining Unit members to become members of the Union, and the City shall not discriminate, interfere, or coerce any employee because of Union membership or because of or regarding his activities as an officer or other representative of the Union.

Section 4.4. Union Pledge.

The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere with, restrain or coerce any member from exercising the right to abstain from membership in the Union.

ARTICLE 5-GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined.

A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

Section 5.2. Qualifications.

A grievance may be filed by Bargaining Unit member(s) or by the Union as exclusive representative to enforce its rights under the Agreement or on behalf of a group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any member without the member's knowledge and consent. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and as long as the Union is present at the adjustment.

Section 5.3. Jurisdiction.

Nothing in this Grievance Procedure shall deny Bargaining Unit members the opportunity to appeal to and/or exercise their legal right to appear before any judicial or administrative forum, except the Bexley Municipal Civil Service Commission as hereinafter provided. If a Bargaining Unit member elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, a member is thereafter precluded from seeking a remedy under the Grievance Procedure. In that this Grievance Procedure culminates in final and binding arbitration, the Bexley Municipal Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters which are proper subjects under this Grievance Procedure.

Section 5.4. Grievance Procedure.

The following steps and procedures shall be utilized in the resolution of grievances:

Informal Procedures

A grievance may be processed through an oral discussion with the employee's immediate supervisor within five (5) working days of the day the grievant became aware or should have become aware of the incident giving rise to the grievance. The immediate supervisor shall meet informally with the grievant. Neither the supervisor nor the grievant shall be represented at this stage of the grievance procedure.

A. Step One.

1. If the grievance is not resolved to the satisfaction of the grievant using the informal procedure outlined above, the grievance shall be reduced to writing and filed with the employee's Department Head no later than fourteen (14) calendar days from the date the grievant became aware or should have become aware of the incident giving rise to the grievance. The supervisor shall date stamp the Form on the date of its receipt.

2. As soon as is practicable, but no later than seven (7) calendardays after his or her receipt of the written grievance, the immediate supervisor shall affix his or her written response and return one copy of it to the Union and the grievant.

B. Step Two.

1. Should the grievant or Union not be satisfied with the response to the grievance at Step One of the procedure, he or she may appeal the grievance to the Service Director. The grievant or the Union shall initiate this appeal within seven (7) calendar days after receipt of the Step One response, by delivering a copy of the Grievance Form containing written responses from prior steps, and any other pertinent documents to the Service Director. The Department Head or designee shall date stamp the Grievance Form on the date of its receipt.

2. Within seven (7) calendar days of his or her receipt of the Grievance Form, the Service Director shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant and the Union. The grievant may bring to the meeting a Union Steward or Officer and/or Union non-employee representative. The Service Director may be joined in the meeting by any designated representative of the City. The parties may mutually agree to the attendance of other persons.

3. At the meeting called for at this Step, the grievant and/or representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.

C. Step Three.

1. Should the grievant or the Union not be satisfied with the response to the grievance at Step Two of the procedure, he or she or the Union may appeal the grievance to the Mayor and/or his designee. The grievant or the Union shall initiate this appeal within seven (7) calendar days after receipt of the Step Two response, by delivering a copy of the Grievance Form containing the written responses from prior steps and any other pertinent documents, to the office of the Mayor. The Mayor and/or his designee shall date-stamp the Grievance Form on the date of its receipt.

2. Within ten (10) calendar days of his or her receipt of the Grievance Form, the Mayor or designee shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant and the Union. The Grievant may bring to the meeting a Union Steward and/or Union Officer and/or a non-employee Union Representative. The Mayor or designee may be joined in the meeting by the Department Head who conducted the Step Two grievance meeting and a designated City Representative.

3. At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.

4. Within fourteen (14) calendar days after the meeting at this step, the Mayor or designee shall submit to the grievant and to the Union a written response to the grievance, which response shall be signed and dated.

5. Should the grievant or the Union not be satisfied with the Mayor's response to his or her grievance at Step Three, he or she shall notify the Grievance Representative of his or her desire to proceed to arbitration. The Grievance Representative will present the grievant's request to the Union. Should the Union determine to proceed to arbitration with the grievance, the Union President or non-employee Union Representative shall so notify the City by written notification. This written notification shall be delivered by hand or received by the Mayor's Office within fourteen (14) calendar days after the grievant's and Union's receipt of the Mayor's response.

Section 5.5. Time Off for Presenting Grievances.

A Bargaining Unit member and Union Steward and/or Union Officer shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of the irrespective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the grievant and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the grievant and or his Grievance Representative, both the grievant and the representative shall be compensated for the time spent in the grievance meetings. At no time shall attendance at a grievance meeting by the representative result in overtime pay. Such time off with pay when not on a regularly assigned shift shall not be considered as hours worked or paid status when calculating overtime.

Section 5.6. Time Limits.

It is the City's and the Union's intention that all time limits in the grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, either party may, at any Step where a submission of the grievance appeal or a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a

grievance or a response to a grievance or grievance appeal, then the grievance, grievance appeal or response may be filed on the next day on which such office is open.

Section 5.7. Representatives in Meetings.

In each step of the Grievance Procedure outlined in Section 5.4, certain specific Representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 5.8. Grievance Forms.

The City and the Union shall develop jointly a Grievance Form. Such forms will be supplied by the Union and made available to all Grievance Representatives.

ARTICLE 6-ARBITRATION AND GRIEVANCE MEDIATION

Section 6.1. Selection of the Arbitrator.

Within fourteen (14) calendar days following the receipt of the Union President's or non-employee representative's written notification of the Union's intention to proceed to arbitration, the Mayor, either personally or through an appropriate City designee, and the Union President or his/her designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association or the Federal Mediation and Conciliation Service, to submit a panel of seven (7) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 6.2. Authority of Arbitrator.

The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated in this agreement, except as specified in Article 2 of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline.

The question of arbitrability of grievances may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question.

The decision of the arbitrator shall be final and binding upon the Union, the City and the Grievant.

Section 6.3. Arbitration Costs.

The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, 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 transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to whom is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 6.4. Arbitrator's Award.

The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed.

Section 6.5. Grievance Mediation.

A. Grievance mediation shall be established as an option which is available to the parties after the Union has moved the grievance to the arbitration step of the grievance procedure.

B. Grievances which have been appealed to arbitration may be referred to mediation by mutual agreement of the parties. Arbitration scheduling will give priority to cases which have been to mediation first.

C. The parties will mutually select a mediator and may utilize State Employment Relations Board (SERB) mediators, FMCS mediators, or any other agreed upon person to serve as mediators for the purposes of grievance mediation.

D. The grievant or steward as designated by the Union shall have the right to be present at the mediation conference and each party may have no more than two (2) representatives

as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of the facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance which has been mediated actually is arbitrated following an unsuccessful mediation, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator or statements or settlement offers made by the parties during mediation may be referenced or introduced into evidence at the arbitration hearing.

G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a written settlement agreement will be entered into the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

H. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

I. If the parties do not accept the advisory opinion of the mediator the Union may continue to appeal the grievance to arbitration.

J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

K. The fees and expenses to be charged by the mediator shall be established by the mediator. Fees and expenses for grievance mediation shall be shared equally by the parties.

ARTICLE 7-UNION REPRESENTATION

Section 7.1. Union Representatives.

Representatives of the Union shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings.

Section 7.2. Grievance Representatives.

The Union shall designate no more than four (4) members of the Bargaining Unit, preferably one from each shift, to serve as Union Stewards who shall be recognized by the City. In addition the City shall recognize the following Union Officers: President, Vice President, Secretary and Treasurer. Only the Presidentand Vice President shall be additional designated local union representatives for the purpose of processing grievances.

It is understood that grievance representatives, as well as officers of the Local Union may, while on duty, assist members in the processing of grievances and consult with the Union representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

ARTICLE 8-MANAGEMENT RIGHTS

Section 8.1. Management Rights and Responsibilities.

To the extent provided by law, the City retains the exclusive right and authority to administer the business of the City in addition to the other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology and organizational structure.

B. Direct, supervise, evaluate or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees.

F. Determine the adequacy of the workforce.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the work force.

I. Take action to carry out the mission of the public employer as a governmental unit.

Section 8.2. Matters Bargained and Not Bargained.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement. The City is not required to bargain with the Union during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of a provision of this Agreement. Similarly, the parties agree that any benefit including PERS pick up is intended only for the term of this Agreement, and nothing herein shall obligate the Employer to continue to provide any benefit in future collective bargaining agreements.

ARTICLE 9-INTERNAL REVIEW PROCEDURE

Section 9.1.Requirements. These requirements shall apply to internal administrative investigations.

A. Reasonably in advance of an investigatory interview, written notification stating the charges made against him is to be given to the member. The member is to be provided a copy of the written charges.

B. Investigation interviews shall be scheduled so that the member has reasonable opportunity to obtain representation from the Union, who shall be permitted to be present at the investigation interview. Such reasonable opportunity shall in no case be more than four (4) hours later than the originally scheduled interview. Further, if the known result of the interview will result in no more than a written reprimand and the member is so advised, the member shall have a right to local union representation and the City may move forward on the interview. If during the interview the City becomes aware of an issue(s) not previously known that could result in discipline greater than a written reprimand, the City will immediately terminate the interview and afford the member the opportunity to obtain a representative under the time limits stated above.

C. Notification is to be provided at the beginning of the investigation interview as to the specific facts which support the charge.

D. The member is advised at the beginning of the interview whether it is a criminal or administrative investigation.

E. All investigation interviews will be taped by the City. A copy of the tape will be provided by the City to the member being investigated, if requested.

F. No anonymous complaints will be acted upon by the City, unless there is sufficient corroborative evidence.

G. No member under investigation or member called as a witness shall be charged with insubordination for failing to answer questions at the investigation interview unless the member is first advised that such failure may be the basis for such action.

H. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.

I. No polygraph examination of a member shall be conducted without his/her written consent.

J. These same requirements shall apply to members called as witnesses.

Section 9.2.Exceptions. It is understood by the parties that the minimum requirements specified in subsection 1 of this Article do not extend to day to day communications which occur between a supervisor and a member, including but not limited to the following occurrences:performance evaluations; training; counseling sessions; work related instructions, or meetings or the furnishing of reports concerned with the initial investigation of any incident which do not involve the conduct of a formal internal affairs investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he is subject to such an investigation interview.

ARTICLE 10- CORRECTIVE ACTION AND RECORDS

Section 10.1.Corrective Action for Cause. No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

Section 10.2.Progressive Corrective Action. The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Service Director. The progression may include a documented counseling, a written reprimand, a demotion defined as a reduction in pay or position, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression where an employee is found guilty of gross misconduct or gross criminal misconduct.

Section 10.3.Departmental Hearings.Prior to a department hearing before the Mayor or his designee, the Bargaining Unit member and the Union Representativewill receive a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by the Union and will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses.

A member who is charged or his/her representative may make a request for a continuance of the hearing which shall be granted by the Mayor or his designee where good cause is shown.

The Employer has the right to relieve a member from duty without loss of pay pending a predisciplinary conference.

Section 10.4.Appeal from Mayor's Disciplinary Decision. A member may appeal a disciplinary decision made by the Mayor or designee directly to arbitration without resort to the steps in the grievance procedure as set forth in Article 5. Such appeal must be made with the approval of the Union within thirty (30) days of the member's receipt of the disciplinary decision of the Mayor or designee. In order to invoke the arbitration process, an appeal must be delivered to the Mayor within the thirty (30) day calendar period.

Section 10.5. Duration of Records.Progressive disciplinary records shall be maintained as follows:

A. Documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of a documented counseling shall have no further force and effect after the one year period and shall be removed from the file upon request of the member.

   1. "Documented counseling" is a warning which is the first step in the disciplinary progression.

      The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

B. Written reprimands may be retained for no more than two years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period, and the record of a written reprimand shall have no further force and effect after that period of time and shall be removed from the file upon the request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

C. Suspensions of less than thirty (30) working days may be retained for no more than three (3) years after the date of issuance, provided that no intervening discipline occurs within the three (3) year period, and the record of suspension shall have no further force and effect after that period of time and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

D. Suspensions of thirty (30) working days or more, reductions or removals will not be removed from the member's personnel file.

Section 10.6.Review of Personnel files. Every member shall be allowed to review any of his or her personnel files, at any reasonable time upon written request. A member of the Union may also authorize his or her attorney to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor or his representative.

No unfounded, unsubstantiated, inaccurate, irrelevant, untimely or incomplete information shall be maintained in a member's personnel file.

Section 10.7.Disclosure of Personnel files. If a request is made to review a personnel file pursuant to Ohio Revised Code Section 149.43 and the City intends to comply with the request, the City will make every reasonable effort to promptly notify the affected member that a request for disclosure had been made. The member shall be allowed to review the file prior to the request being honored if he/she chooses to do so. The City will disclose to the requesting member of the public, information contained in a personnel file not later than forty-eight (48) hours after the request for disclosure is made, or as soon as possible after the affected member has reviewed his/her personnel file, whichever occurs sooner.

Section 10.8.Indemnification.In the event that the City incurs or is threatened with liability or litigation as a result of its adherence to the provisions contained in subsection 7 of this Article, the Union shall indemnify the City of any resulting monetary liability incurred by the City and shall reimburse the City for all attorneys' fees and related expenses incurred by the City in connection with the City's defense of its actions.

Section 10.9.Inaccurate Documents.Should a member have a reason to believe that there are improper or inappropriate documents in his or her file, the member may notify the Mayor in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing his or her objections to the materials in question. If the claim cannot be mutually agreed upon, the member and/or the City may attach a written rebuttal to the material in question.

Section 10.10.Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties only as a representation that the employee has read it and shall not be viewed as a representation that the Bargaining Unit member has concurred in any or all of the contents or comments therein. The member of the Unit shall, upon request, receive a copy of the evaluation in its final form and nothing shall be added thereafter.

Section 10.11.Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.

ARTICLE 11 -WORK RULES AND DIRECTIVES

Section 11.1.New Work Rules.The City agrees that new work rules adopted after the effective date of thisAgreement shall be reduced to writing and provided to the Union in advance of their enforcement.

Section 11.2.Effect of Work Rules. Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for alleged violation of a work rule which has not been promulgated as set forth in subsection 1 of this Article.

ARTICLE 12-LABOR MANAGEMENT MEETINGS

Section 12.1.Philosophy. The City and the Union recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of services to the citizens of the City. The City and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Service Department to provide the highest standards of service.

Toward this end, the City and the Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns.

The City and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, the forum is seen as an adjunct to the collective bargaining process and as an aid in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Union.

Section 12.2.Role of Participants. Participation in Labor Relations Meetings does not imply a change in roles for the participants relative to their duties within the Department or the Union. Each participant will continue to have the same responsibilities and obligations as now fall upon him or her consistent with his or her position. Decisions relative to the conduct of affairs of the Service Department will continue to be made by the Mayor or Service Director. Decisions relative to the conduct of the Union shall continue to be made by the Union President. Participation in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decision made by each party and the chances for acceptance of those decisions.

Section 12.3.Time of Meetings.Unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor or his/her designated representative and not more than three (3) other members of management shall meet with not more than three (3) employee representatives and one (1) non- employee representative of the Union who are selected by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Union that additional meetings shall be held as often as is mutually agreed necessary.

Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

Section 12.4.Commitments. The success of the Labor Management Meetings will depend upon the strength of the commitment made jointly and independently by the City and the Union. The City and the Union agree that:

A. They will use the forum for constructive exploration of difficult issues.

B. They will make every effort to develop the meetings into substantive open non-emotional explorations of the issues which form the mutually agreed upon agenda for such meetings.

C. They will recognize their separate viewpoints on and responsibilities for issues but attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.

The City agrees:

A. It will work in good faith with the Union to attempt to reach consensus on the best means of resolving issues.

B. For each person selected to represent the Union at the Labor Relations Meetings, the City will consider such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the participants.

The Union agrees:

A. It will work in good faith with the City to reach consensus on the best means for resolving issues.

B. It will take whatever actions are necessary to keep the Bargaining Unit members informed about the developments in the Labor Management Meetings and decisions made through this process.

Section 12.5. Purpose. The purpose of such meeting shall be to:

A. Discuss the administration of the Agreement.

B. Discuss grievances which have not been processed to the third-party adjudication step of the procedure when such discussions are mutually agreed to by the parties.

C. Notify the Union of changes made or contemplated by the City as permitted by the collective bargaining agreement which effect Bargaining Unit members of the Union, including advising on new or combined classifications.

D. Disseminate general information of interest to the parties.

E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.

F. Discuss ways to increase productivity.

Section 12.6.Miscellaneous. Written responses, reasonably requested bythe City or Union during such meetings in regard to items raised by either party who attended such meetings, shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon; they shall be convened as soon as possible.

ARTICLE 13- LAYOFFS/JOB ABOLISHMENT

Section 13.1.Action. When the City determines that it is necessary to reduce the work force, Bargaining Unit employees in the classifications affected shall be laid off in the following order:

A. Temporary, part-time and seasonal employees;

B. Employees who have not completed their probationary period;

C. Employees who have completed their probationary period.

Section 13.2.Recall and Reinstatement. Employees shall be laid-off on the basis of City-wide seniority (i.e., last hire - first laid off). An employee designated for layoff may bump into another classification of equal pay or lower pay but may bump only a less senior employee. An employee who bumps must qualify for the job into which he is bumping. An employee who wishes to exercise his bumping rights shall notify the Cityof his desire to do so within five (5) days of the lay-off notice.

When employees are laid off, the City shall create a recall list. The City shall recall employees from layoff as needed. The recall shall be according to seniority beginning with the most senior employee and progressing to the least senior employee. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Union. The mailing shall be to the last mailing address provided by the employee to the City. Bargaining Unit members have an obligation to keep the City advised of this current mailing address.

The recalled employee shall have fourteen (14) days following the receipt of the recall notice to notify the City of his/her intention to return to work and shall have fourteen (14) days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified.

Section 13.3.Notice. Regular full-time employees shall be given at least thirty (30) but not less than fourteen (14) days advance written noticeof a layoffor reduction in force. The written notice must specify the circumstances which made the layoff necessary.

Section 13.4. The City will not assign the work of this bargaining unit to employees in any other bargaining unit of this City, except in cases of emergency. From time to time, supervisors may perform work otherwise performed by members of this bargaining unit.

ARTICLE 14-MISCELLANEOUS

Section 14.1.Health and Safety. It is agreed that safety is a prime concern and responsibility of the City, the members and the Union. In this regard:

A. The City agrees to provide safe working conditions and equipment for members.

B. The member accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions shall be reported by the member to his supervisor as soon as any unsafe working condition is known.

C. The City and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations Meetings.

Section 14.2.Agreement Copies. As soon as possible, following the signing of this Agreement the City and the Union shall have printed at least fifty-five (55) copies of this Agreement. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Union for distribution to Bargaining Unit members.

In addition the Union and the City shall each receive four (4) signed and dated original copies of this Agreement.

Section 14.3.Liability Insurance. The City agrees to continue to furnish and maintain a liability policy which will indemnify and reimburse the cost of defense and to protect Bargaining Unit members from loss, liability, claims and suits resulting from their duties as employees of the City.

Employees who are required to have a commercial driver's license (CDL) or a valid Ohio driver's license as a condition of their employment and whose licenses are suspended or revoked shall be terminated from employment with the City. Employees who are required to have a CDL or a valid Ohio driver's license as a condition of their employment and whose driving record is such that the employee cannot be covered under the liability insurance of the City of Bexley shall be given an opportunity to purchase their own insurance, at the employee's expense, provided that the employee's insurance policy lists the City of Bexley both as an employer and as an additional insured on the policy and that the policy limits are at least the same as the limits maintained by the City of Bexley. If an employee cannot furnish his or her own insurance policy asprovided in this section, the employee shall be terminated from employment with the City.

The City of Bexley shall maintain a liability policy which provides, as a minimum, that the employees of the City who need insurance coverage under this section shall be covered unless and until the employee's Ohio driving record reflects at least three moving violations or four accidents in a two year period.

Section 14.4.Position Description Modifications. In the event that the City modifies the position description of an existing position, the City will provide a copy of the modified position description to the Union President.The City will provide a copy of all bargaining unit position descriptions to the local president within five (5) working days of receiving the written request.

ARTICLE 15-WAGES

Section 15.1.

All bargaining unit employees who are employed as of January 1, 2013shall be paid the hourly rates of pay, in their respective classification and Step, in accordance with Pay Plan Chart 1.

All bargaining unit employees hired after January 1, 2013 shall be paid the hourly rates of pay, in their respective classification and Step, in accordance with Pay Plan Chart 2.

Section 15.2.

Effective January 1, 2013, there shall be a wage freeze.

Effective January 1, 2014, bargaining unit employees shall receive a 1.5% across the board increase.

Effective January 1, 2015, bargaining unit employees shall receive a 2% across the board increase.

Section 15.3. Pay Plan Administration.

Bargaining unit employees who are employed by the City shall move in the wage steps as follows:

1. Full-time employees with less than 120 days of service with the City shall be paid at the rate for their classification designated as Step 1.

2. Full-time employees with 120 days of service with the City but less than one (1) year of service with the City shall be paid at the rate for their classification designated as Step 2.

3. Full-time employees with one (1) year of service with the City but less than eighteen (18) months of service with the City shall be paid at the rate for their classification designated as Step 3, if applicable for their classification.

4. Full-time employees with more than eighteen (18) months of service with the City shall be paid at the rate for their classification designated as Step 4, if applicable for their classification.

Section 15.4.

If the Employer is unable to hire a new employee at the assigned beginning hourly rate, the Employer may hire at the lowest rate of pay within the classification that will attract qualified individuals. In so doing, the Employer agrees to notify the Union of such advanced rate hiring.

Section 15.5.

All Bargaining Unit members shall be paid weekly. All employees hired after January 1, 2013, shall be paid on a bi-weekly basis.

Section 15.6. Application of Pay Rates.

The rates of pay set forth below are based on full-time employment for forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period, and two thousand eighty (2080) hours annually.

Pay Plan Chart 1 – Effective January 1, 2013 for bargaining unit members employed on this date. (See Appendix A)

Chart 2- Effective for employees hired after January 1, 2013. (See Appendix A)

Newly hired employees under Pay Chart 2 shall remain in Step 1 for 120 days and thereafter shall move to Step 2. Once attaining Step 2, employees shall receive subsequent step increases every eighteen (18) months thereafter until reaching Step 6.

Section 15.7. PERS Pick-Up.

The Employer shall pick up the full eight and one-half percent (8.5%) of the employee contribution. Moreover, the parties agree that, due to the benefit provided under this section, hourly rates of pay for Bargaining Unit members will be lower at the expiration of this Agreement than they would have been if hourly wage increases had been granted, and the Employer will be under no obligation to grant hourly wage increases in a succeeding labor agreement to make up for the shortfall.

The City shall not pick up any portion of the employees' share of the pension contribution for those employees hired after January 1, 2013.

ARTICLE 16-LONGEVITY

Section 16.1. Longevity Pay.

All Bargaining Unit members employed by the City on December 31, 2012shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the next regular pay following the employee's anniversary date as follows:

Beginning 5th year	$950.00
Beginning 10th year	$1,100.00
Beginning 15th year	$1,250.00
Beginning 20th year	$1,500.00

Bargaining unit employees hired after January 1, 2013 shall not be entitled to longevity pay.

Section 16.2.

Longevity pay shall be paid to a member upon the member's retirement, either voluntarily or by disability, or upon a member's death. Such payment shall be pro-rated from the member's most recent anniversary date to the date on which the separation occurs. In the event of a member's death, the payment shall be made to the member's spouse, or secondarily, to his estate.

Section 16.3.

For the purposes of overtime calculations only, longevity pay will be included to calculate the regular hourly rate of compensation for the member.

ARTICLE 17-HOLIDAYS

Section 17.1. Holidays.

The following shall be considered legal holidays for Bargaining Unit members:

Day	**Date**
New Year's Day	January 1
Mark Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25

Section 17.2.

When a holiday as set forth in subsection 1 of this Article falls on a member's regularly scheduled day off, that member will receive eight (8) hours pay at his or her regular rate of pay.

Section 17.3.

Whenever a member is called in on a holiday on an overtime basis, the member will receive two (2) times his regular rate of pay for all overtime hours worked in addition to the holiday pay. Notwithstanding the number of hours worked on the holiday (as long as the member is actually called into work that day), the City will pay the member a minimum payment equal to three (3) hours pay for that day.

Section 17.4.

Whenever one of the holidays set forth in subsection 1 of this Article falls on a Bargaining Unit member's regularly scheduled work day, that member shall receive eight (8) hours holiday pay at his or her regular rate of pay in addition to payment for work that day.

ARTICLE 18- REGULAR WORK PERIODS AND OVERTIME

Section 18.1.Definition. The work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. "Paid status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, personal, wellness, vacation, injury, military and sick leave.

Section 18.2.Overtime. All hours in paid status in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the member's straight time hourly rate of pay including any longevity increment. No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 18.3.Training. In the case of a member's overtime resulting from attendance at a regularly scheduled training or educational school, conference or clinic, overtime will be calculated at one and one-half (1 ½) times the number of hours actually worked in training including any longevity increment.

Section 18.4.Call In Pay. When a member is ordered to report to work at a time which is not contiguous to his regularly scheduled shift, he/she shall be paid for a minimum of two (2) hours at the overtime rate including any longevity increment.

No call in pay shall be paid to any member who is ordered to report for a disciplinary hearing or a grievance hearing where he is the subject of the disciplinary hearing or of which he is the grievant.

Section 18.5.Compensatory Time. A member may accumulate and maintain up to forty (40) hours of compensatory time. The member must notify the City each pay period to indicate that they want this earned overtime to be accumulated as compensatory time. Compensatory time off

requests must be made in advance and are subjectto supervisory approval. Compensatory time may be carried over up until January 31st of the succeeding year adjusted to the rate of pay in effect in the preceding year.

ARTICLE 19-WORKING OUT OF CLASSIFICATION/TEMPORARY TRANSFERS

Section 19.1.Working out of Classification. A Bargaining Unit member who is required to accept responsibilities and carry out duties of a position or classification above that which he or she normally holds for a period of eight (8) consecutive work hours or more shall be paid at the rate of that position. If the position for which the bargaining unit member is accepting responsibility for and carrying out the duties thereof is a supervisory position, the number of consecutive work hours required for the additional pay shall be reduced to three and one-half (3 1/2) consecutive hours or more.

Section 19.2. A Bargaining Unit member who is required to fulfill responsibilities and carry out duties of a position or classification below that which he or she normally holds shall be paid at his or her regular rate of pay.

ARTICLE 20-VACATION

Section 20.1.

The following shall be the vacation accrual rate for Bargaining Unit members:

End of year 1 through 3rd year:	10 workdays
Beginning of year 4 through 7th year:	12 workdays
Beginning of year 8 through 11th year:	16 workdays
Beginning of year 12 through 14th year:	17 workdays
Beginning of year 15 through 17th year:	21 workdays
Beginning of year 18 through 21st year:	22 workdays
Beginning of year 22 through termination:	26 workdays

Section 20.2. Personal Days.

In addition to any vacation days accrued, each member will receive three (3) personal days off per calendar year.

Section 20.3. Annual Vacation and Personal Days Scheduling.

Vacation and Personal Days may be taken in one (1) hour increments.

Section 20.4. Vacation and Personal Day Leave Scheduling.

A. Vacation and personal day leave may be scheduled throughout the year by request approved in advance by the City. Normally, the City will approve such a request on a first come basis regardless of seniority.

B. If a member requests vacation or personal day leave for an urgent personal reason, the City shall give immediate consideration to the request.

Section 20.5. Vacation Accrual and Carry Over.

Vacation leave may accrue to a member in an amount equal to the accrual of one (1) year's vacation at a member's current accrual rate. A maximum of ten (10)days of vacation time may be carried over from year to year upon the written request of a member to the City.In addition, employees may carryover vacation days the Employer denies due to manpower constraints.

Section 20.6.Additional Compensations.

A. A member who is separated from City service through removal, reassignment, retirement or a layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave to his credit at the time of separation.

B. When a member dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.

C. All vacation hours shall be paid at full pay at the applicable straight time rates; however, if a member is ordered to work while on approved vacation leave, he shall be paid at the rate of one and one-half (1½) times the member's straight time hourly rate of pay for all hours worked.

Section 20.7.Prior Service Credit.

Vacation rates are based on total full-time City service for all employees, including prior full-time service with the City of Bexley. In addition, vacation accrual rates will also be based upon any prior service credit of City employees who have prior service credit with Ohio municipalities, counties or the State of Ohio.

ARTICLE 21-INSURANCE

Section 21.1. Maintenance of Current Insurance.

All Bargaining Unit members shall be furnished insurance as follows: health care insurance, dental care insurance and vision care insurance, with the same benefit levels and coverage that is provided to other employees and elected officials of the City. Prior to implementing any substantive change in insurance benefit levels or coverage, the City will meet with the Union and

interested bargaining unit employees to give the Union and employees an opportunity to provide input, in an advisory capacity, regarding the change.

In addition, the City will furnish at no cost to each Bargaining Unit member, life insurance of fifty thousand dollars ($50,000.00) with an identical amount of *AD&D,* in accordance with the provisions of any applicable insurance contract. Upon retirement an employee shall be offered the option to convert the life insurance coverage to an individual policy paid by the retiree at the applicable group rate and in accordance with underwriting standards. Employees will be afforded the opportunity to purchase additional life insurance coverage, with each participating employee responsible for paying the cost of such additional life insurance coverage

Section 21.2. Insurance Carriers.

The City may, during the life of this Agreement, change insurance carriers. Prior to any transfer of coverage to the same or comparable program with a new insurance carrier, the Employer will notify the Union and provide the Union the opportunity for review, questions and comments. The City will endeavor to provide thirty (30) days advance notice of such change.

Section 21.3.

Effective February 1, 2013, the following percentages of the premiums shall be paid by the City and each member for single or family coverage under the PPO health insurance plan:

PREMIUM PERCENTAGE	PPO	
	SINGLE	FAMILY
EMPLOYER	80%	80%
MEMBER	20%	20%

Effective January 1, 2013, bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.

Section 21.4. Option to Decline Group Health Insurance Coverage.

Employees who are able to obtain health insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan. Eligible employees who opt to receive cash in lieu of insurance under this article and who follow the requisite procedure for effectuating that choice will receive cash in lieu of insurance in an amount and at times stated in Bexley Amended Ordinance 53-11 (amending Section 262.02(c)(19)(A) of the Bexley Administrative Code).

In order to be eligible to exercise this option, an employee must provide the City with a completed, signed waiver-form indicating that the employee has voluntarily chosen to decline the City-supplied group health insurance (single and family coverage) and that the employee has an alternative source of health insurance coverage. The City will provide employees with a form for this purpose. An eligible employee wishing to exercise the option to receive cash in-lieu-of group health insurance coverage must submit a request to do so, together with the completed

waiver-form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise the cash in-in-lieu-of group health insurance coverage option.

Employees who have opted out of the City-supplied group health insurance coverage under this provision may later decide to obtain coverage under the City's group health insurance plan by submitting a completed, signed form to the City during the next annual enrollment period. The City will provide employees with an application form for this purpose. Employees who apply for City-supplied group health insurance coverage during the annual open enrollment period are not subject to pre-existing condition limitations.

An employee who separates from City employment, voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in lieu of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City.

This section involves group health insurance only and in no way affects employees' eligibility for City-supplied vision, dental or life insurance coverage, if any.

ARTICLE 22-SICK LEAVE

Section 22.1. Sick Leave Accrual.

For each completed eighty (80) hours in paid status, [seventy nine (79) hours or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or vice versa occurs] a member shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is 2,100hours. All sick leave accrued prior to the effective date of Ordinance 15-90 shall be accounted for as if it has been earned at the base rate of pay in effect on January 1, 1990. Sick leave shall be charged in a minimum amount of one (1) hour.

Section 22.2. Use of Sick Leave.

A member may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee or a member of his or her immediate family.

B. Exposure of the employee or a member of his or her immediate family 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. Necessary medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family.

E. Pregnancy, childbirth and/or related medical conditions.

For the purpose of this Article, the "immediate family" is defined as only: mother, step-mother, father, step-father, brother, sister, brother, child, stepchild, spouse, grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis.

Section 22.3. Sick Leave Approval.

A member requesting sick leave shall inform his or her supervisor of the fact and reason at least one (1) hour prior to his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the member provides to the City a written explanation for noncompliance which the City reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse.

The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means, shall be grounds for disciplinary action including dismissal.

Section 22.4. Termination of Services.

When a full-time employee voluntarily terminates City employment, he or she also will receive one hour of pay for each eight hours of unused sick leave to his credit for a total unused sick leave up to and including 320 hours; one hour of pay for each four (4) hours of unused sick leave in excess of 320 up to and including 2,100hours.The payment shall be calculated, in accordance with subsection 1 of this Article and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No payment will be made to any employee, for any unused sick leave, unless it is in excess of 232 hours, and unless the employee voluntarily terminates City employment in good standing.

When a member dies while in paid status, all unused sick leave to his credit shall be paid in a lump sum to his surviving spouse, or secondarily to his estate, at the rate set forth above.

If a member is killed in the line of duty, all unused and accumulated sick leave to his credit shall be paid hour for hour, at the rate in effect at the time of the member's death, in a lump sum, to his surviving spouse, or secondarily, to his estate.

Section 22.5. Additional Sick Leave With Pay.

Pursuant to Ordinance No. 49-90, in unusual and specific circumstances, and after the exhaustion of all of an employee's accumulated sick leave, the City may grant additional sick leave, with pay, to that employee. In each case, the City shall make a complete investigation, review and consult with the employee's department head regarding the employee's service and work record and the nature and seriousness of the employee's sickness or physical disability. A report shall be made and filed with the Auditor together with a medical certificate to explain the reasons for the extended leave.

The extension of days absent with pay may be made on any basis that the particular case warrants in the opinion of the City. However, the additional sick leave with pay shall not exceed twenty (20) work days in any given calendar year.

Section 22.6. Sick Leave Without Pay.

In addition to the leaves granted above, City Council may grant, at its discretion, sick leave without pay to any Bargaining Unit employee who has exhausted his or her sick leave bank and paid sick leave benefits under subsection 5 of this Article. Sick Leave Without Pay shall not exceed twenty (20) work days in any given calendar year.

Section 22.7. Wellness Payment.

Any Bargaining Unit member who works four (4)consecutive months (January-April, May-August and September-December)without any use of sick leave shall have the option of receiving one (1) day off with pay. A member may only choose to be off a maximum of three (3) days per calendar year. The day off with pay must be used in the four month periodfollowing the periodduring which it was earned or the day is lost. The City agrees to cooperate with the employees in the scheduling of each day off, but the decision on scheduling a particular day off shall be subject to the sole discretion of the City. Use of sick leave as bereavement leave shall not deprive a member of the wellness payment.

A. Section 22.7 (a).As a further demonstration of the City's support of employee wellness, the City agrees to provide, from space allocated to the City, a designated area for weight lifting activity subject to the following conditions:

    1. All weight lifting activity shall be performed only when the employee is off duty.

    2. All weights and ancillary equipment shall be provided by the employee.

    3. Prior to participating in any weight lifting activity under this section, the employee must sign a form releasing the City from any liability arising from this activity.

ARTICLE 23 - INJURY LEAVE

Section 23.1.Paid Injury Leave. All Bargaining Unit members shall be allowed injury leave with full regular salary not to exceed one hundred twenty (120) workdays for each service connected injury. Injury leave with pay may be extended by the City upon such terms as the City in its discretion may establish. Any injury leave extension decision by the City is not subject to the Grievance Procedure.

Section 23.2.Distinguished From Sick Leave.The provisions of this Article dealing with injury leave are separate and apart from the contractual provisions relating to the accumulation and usage of paid sick leave.

Section 23.3.Injury Leave Administration. Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that he or she cannot perform the duties of his or her position.

Section 23.4.Coordination With Workers' Compensation. Injury leave with pay shall not be granted until an agreement is signed by the employee and the City whereby the employee agrees to reimburse the City for any wage or salary benefits received by him from the Bureau of Workers' Compensation for the time period for which injury pay is awarded.

ARTICLE 24- BEREAVEMENT LEAVE

Section 24.1.Bereavement Leave.In the event of the death of a Bargaining Unit member's mother, father, sister, brother, current spouse, child, grandchild, current mother-in-law, current father-in-law, current sister-in- law, current brother-in-law, current step-child, current daughter-in-law, current son-in-law, current stepmother, current stepfather, grandmother, grandfather, current grandmother-in-law, current grandfather-in-law, legal guardian or other person who stands in the place of a parent or for whom the employee stands in loco parentis, the employee shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days if he or she actually attends the funeral. Additional days of sick leave or leave without pay may be approved by the Mayor on a case-by-case basis.

ARTICLE 25-UNIFORMS AND CLOTHING ALLOWANCE

Section 25.1. Uniforms.

The City shall provide personal protection equipmentto all Bargaining Unit members in the same manner and number as is currently being provided as of the execution of the Agreement.

Section 25.2. Clothing Allowance.

Each Bargaining Unit member shall receive a yearly clothing allowance of five hundred dollars

($500.00). The yearly clothing allowance provided in this section is intended to be used for the purchase of boots, gloves, parkas, hats and other clothing required in connection with the employee's job which the City does not furnish under subsection1 of this Article.

ARTICLE 26-MILITARY LEAVE/JURY DUTY

Section 26.1.Military Leave.All members who are members of the Ohio National Guard, the Ohio Defense Corps, the State or Federal Militia, or other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

Section 26.2.Jury Duty Leave. The City shall grant full pay where a member is summoned for any jury duty or subpoenaedas a witness by any court or other adjudicatory body. All compensation received by the employee from the court for such duty must be reimbursed to the City unless such duty is performed totally outside of normal working hours. It is not proper to pay members when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation time at the discretion of the employee. A member shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 27- TUITION REIMBURSEMENT PROGRAM

Section 27.1.Participation. Members are eligible to participate in a tuition reimbursement program offered by the City. Participation is voluntary and available to those who elect to take job-related self development courses, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved in advance by the employee's Department Head.

Section 27.2.Reimbursement.For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of three thousand dollars ($3,000.00) during each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of C or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks and laboratory fees, to a maximum of fifty dollars ($50.00) during each calendar year. No reimbursement is

available for any other expense related to course attendance. Reimbursement shall be made to a member upon submission of official transcripts, tuition statements and receipts for textbooks.

ARTICLE 28- NO STRIKE/NO LOCKOUT

Section 28.1.No Strikes. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick out, work stoppage, strike, sympathy strikes,or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike is not sanctioned by the Union and that all employees should return to work immediately" signed by the local President.

Section 28.2.No Lockout. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Section 28.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 29- WAIVER IN CASE OF EMERGENCY

Section 29.1.Waiver.In case of a publicly declared emergency affecting the City of Bexley, defined as Acts of God or Civil Disorder declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Bexley, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

A. Time limits for replies on grievances.

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 29.2.Mayor's Action. An "emergency" declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day to day operations of the City.

Section 29.3.Grievance Processing. Upon the termination of the emergency, should valid grievances exit, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the procedure to which they (the grievances) have properly progressed.

ARTICLE 30- VACANCIES AND PROMOTIONS

Section 30.1.Definition of Vacancy.A vacancy is a job opening that the City decides to post and fill on a permanent basis.

Section 30.2.Definition of Promotion.A promotion involves a labor grade change with an increase in pay. The factors that the City may consider in promoting an employee include the candidate's knowledge, skill, ability, and overall personnel and employment history.

When a job promotional opportunity occurs, the City shall post a notice for five (5) working days. Employees wishing to be considered for the promotion must submit a written application and may submit a resume to their Department Head within the five (5) day posting period.

If two or more applicants are equally qualified based upon their respective knowledge, skill, ability and personnel and employment history, those applicants who are already employed by the City shall be considered before those not already employed by the City. Among all qualified candidates, seniority of service within the City shall be one factor considered when selecting from among the field of qualified candidates.

Section 30.3.Probation.All employees and applicants not already employed at the City who are hired into vacancies shall serve a one hundred and twenty (120) day probationary period. During their probationary period, applicants who were not already employed at the City and were hired into vacancies shall serve at the pleasure of the Mayor. Before the end of the probationary period, the City shall provide notice to the employee of the decision to retain or to not retain the employee in the position after the probationary period expires. In the case of an employee who is not retained, where the employee was a current employee and had been permitted to bid for the position, the employee will be returned to his or her former position. Those employees failing to successfully complete the probationary period who were not in City service at the time of selection to the current position shall be removed from City employment.

Section 30.4.Posting of Vacancies.The City shall post a vacancy notice internally, within the Bargaining Unit, in the event no employee ispromoted into the vacant position. The notice shall give the job title of the position, describe the general job duties and responsibilities of the position, and identify the minimum qualifications necessary to be considered for the job. The notice shall be posted for five (5) working days. An employee who wishes to bid on the position must submit a written application and may submit a resume to the department head within the five (5) day posting period. Such bid will not be considered unless actually received by the department head. Unless the candidate and the selection committee provide otherwise, each qualified employee applying for the position shall be interviewed by a selection committee consisting of at least the immediate supervisor and one other qualified person.

Section 30.5.Filling of Vacancies FromWithin TheBargaining Unit. The City shall consider the following factors in determining whether an employee who bid on the position is qualified to fill the vacancy:

A Job application;

B. Minimum qualifications for the position;

C. Experience, knowledge, skill and ability;

D. Overall job record;

E. Total years of continuous service.

Where two or morecandidates are equally qualified, candidates from within the Bargaining Unit will be considered before all others. Where two or more candidates from within the Bargaining Unit are equally qualified, the employee with the longest continuous service with the City will be considered before all others.

Section 30.6.Filling of Vacancies From Outside the Bargaining Unit. If the City determines that no employees who bid on the vacant position are qualified to hold the position, then the City may post a City-wide vacancy notice and may advertise to the general public in order to fill the position.

Employees laid off for less than two (2) years and hired to fill a vacancy in a classification other than the one from which they were laid off shall serve a one hundred and twenty (120) day probationary period, but are otherwise subject to each term of the just cause provisions of this Agreement. Employees lay off for two (2) years or more are considered new hires.

Section 30.7.Lateral Transfer. Should a Bargaining Unit employee bid on a vacancy with the same wage range as the employee is currently assigned to; and, should the employee be selected to fill the vacancy, said employee would retain their current step when transferring laterally to the vacant position.

Section 30.8.Promotion- Wage Rate.Should a Bargaining Unit employee bid on a vacancy with a higher wage range than the employee is currently earning and, should the employee be selected to fill the vacancy, said employee will be assigned to a pay step within the wage range which gives the employee the same rate of pay that they currently make or, if such step does not exist, that step which is closest but not less than their current rate of pay.

Section 30.9.Voluntary Demotion.Should a Bargaining Unit employee bid on a vacancy with a lower wage range than the employee is currently earning; and, should the employee be selected to fill the vacancy, said employee would retain their current step when transferring to a lower wage range.

Section 30.10.Bidding on Vacancies. No employee will be eligible for promotion or lateral transfer until he or she works for more than eighteen (18) months in his or her position, unless mutually agreed to by the parties.

ARTICLE 31- SENIORITY

Section 31.1. Seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer as a full-time employee or a required permanent part-time employee (pro-rated). An employee shall not have seniority for the initial probationary period as provided in Article 30. However, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 31.2.The Employer shall provide the Local Union President with a copy of a seniority list during January and July of each year. The seniority list shall be listed by classification and shall contain, in order of seniority, the name and date of hire of each employee.

Section 31.3. Seniority shall be broken when an employee:

A. Quits or resigns;

B. Is discharged for just cause.

C. Is laid off for a period of one year.

D. Fails to report for work when recalled from layoff in accordance with Article 13 of this Agreement.

E. Fails to report for three (3) consecutive work days without an acceptable excuse for his failure to report.

F. Retires.

ARTICLE 32- EQUALIZATION OF OVERTIME

Section 32.1. Employees may be required to work overtime, but will normally not be directed to do so, except for emergencies. An "emergency" is defined as any impairment to the City services or operations, which cannot be delayed until the beginning of the next regular work day. Except in emergencies, supervisors shall not perform Bargaining Unit work in an effort to eliminate overtime opportunities for Bargaining Unit employees. Supervisory employees may, however, be used in addition to a Bargaining Unit employee under non-emergency circumstances.

Section 32.2.The Employer shall equalize overtime opportunities among qualified employees. Employees within the same department will be considered first, and in the event it is not possible to assign the overtime within the department, opportunity shall be afforded to qualified employees outside of the department. In the event sufficient numbers of qualified non-supervisory employees are not available for the overtime assignment, supervisors may then work the overtime without assistance from Bargaining Unit employees.

Section 32.3. The Employer shall maintain a record of overtime offered and worked. Such list shall be posted on the department bulletin board. For the purposes of equalizing overtime opportunity (and not for pay, length of service, or any other purpose), when overtime is offered to an employee and the employee then does not accept the offer or for any reason does not work the offered overtime (even if the reason is one beyond the employee's control), the period offered will be regarded as shown as having been worked by the employee.

ARTICLE 33- UNION LEAVE

Section 33.1. At the request of the Union, a leave of absence without pay shall be granted to up to two (2) employees required to attend a Union convention on behalf of the Union which necessitates a suspension of active employment. The leaves granted shall not exceed ten (10) days per year for all employees combined, and leave will only be granted to one (1) employee at each time. Employees shall request such leave at least three (3) weeks in advance of the dates of the leave.

ARTICLE 34- SEVERE WEATHER POLICY

Section 34.1.The Employer agrees to limit outside work during extremes in weather. The Employer shall ultimately make the decision when work is to be limited.

ARTICLE 35- USE OF CITY GARAGE AND EQUIPMENT FOR PERSONAL USE

Section 35.1. As a benefit to its full time employees, the City hereby authorizes that employees covered by the Agreement may have access to and use the City garage to perform maintenance work on their own private motor vehicles, those owned by members of the immediate family of such employee, or vehicles owned by other City of Bexley employees. "Immediate family" means spouse, son, daughter, stepson or stepdaughter, father, mother, grandfather, grandmother, brother, sister, or a legally adopted person. Further, access to the garage is limited to authorized employees. Employees shall not be permitted to perform any work in the City garage on the motor vehicles of any other person, other than those listed above. Tools and equipment may not be removed from City property.

Section 35.2. Such access to and use of the City garage as envisioned by subsection 1 of this Article shall be conducted during the individual employee's off-duty hours. No personal work on private motor vehicles may be performed during hours for which an employee is being paid by the City. Such access and use is also limited to those hours as determined by the manager of the City garage, at his discretion, not to be in conflict with the use of the garage for City operations. Tools and equipment may only be used as authorized in advance by the appropriate department head.

Section 35.3. The access and use described in subsection 1 of this Article shall include maintenance work on motor vehicles, including use of hydraulic lifts, the use of water to wash a vehicle, and the use of City tools. Such use of City tools/equipment shall be permitted on a

"check-out" basis, but the tools/equipment may not be removed from City property. When checking-out particular tools/equipment, the employee· shall agree to be responsible for excessive wear and tear and replacement of tools/equipment in the event such tools/equipment are lost or damaged.

Section 35.4.Each employee who wishes to avail him/herself of the privilege of using the City garage and tools/equipment or having the City garage or tools/equipment used on his/her behalf, must pay an annual fee of Forty Dollars ($40.00) to the City.

Section 35.5.As a precondition to being granted access to and use of the City garage and tools/equipment, each employee who desires such access and use or the benefit thereof shall sign a waiver releasing the City from all liability with respect to injury, damages or loss to person or property to such employee while working in the City garage or using City tools/equipment pursuant to this Article or on whose behalf such equipment, tools or garage is used. Any person refusing to sign such waiver shall be denied access to the City garage and tools/equipment, or will not be permitted to have another employee use the garage/tools/equipment on his or her behalf.

ARTICLE 36- DRUG TESTING

Section 36.1.Standards.In order to maintain a safe and healthy environment in which to work, the Employer reserves the right to set standards for employment and to require employees, as a condition of continued employment, to submit to physical examinations including blood or urine tests for alcohol, illegal drugs or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition. Reasonable suspicion shall be determined by the Service Director or his/her designee on the basis of information provided to him/her, including but not limited to descriptions of appearance, behavior, speech or breath odor.

Section 36.2.Qualifying Events. Any employee whose actions or failure to act contributes to an accident, or cannot be completely discounted as a contributing factor to an accident, must be administered a drug test. For purposes of this paragraph, an "accident" shall mean an occurrence associated with the operation of a motor vehicle or other motorized equipment in which: (1) an individual dies or must be taken to a medical treatment facility, (2) the occurrence results in property damage that is reasonably estimated to be more than $5,000.00, or (3) the occurrencemust be reported to the Federal Highway Administration, the Federal Railroad Administration, or the Coast Guard. The blood or urine sample for such drug test shall be collected as soon as possible but notlater than 24 hours after the accident.

A decision not to administer a drug test under this subsection may be made by the Service Director or his/her designee, who was not involved in the accident, and shall be based on the best information available at the time. Drug tests shall be administered within the discretion of the Service Director or his/her designee in accordancewith subsections 1 and 2 of this Article, and no random tests shall be administered.

Section 36.3.Guidelines. For purposes of the Drug Testing Article, "drug test" shall mean anysubstance abuse test conducted under this section in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as promulgated by the U.S. Department of Health and Human Services (53 FR 11170), as may be amended.

Section 36.4.Procedures. Upon instruction bythe employer pursuant to this Drug Testing Article, the employee shall, at the expense of the City, submit to such test, and, upon request, the employee will sign a waiver, consent and release form authorizing withdrawal of a specimen of blood or urine and release of test results to the Employer.

Refusal by an Employee to submit to a test under this Drug Testing Article, as instructed, or the refusal to sign a waiver, consent and release form, as required, or the failure or refusal to provide either a specimen of urine or blood, as instructed, shall constitute insubordination and a presumption of impairment and may result in such employee's discharge.

Any employee whose drug test and retest results are positive may be disciplined for this offense. An employee may request, in advance, of the original test, that a portion of the original specimen be delivered to a third party for testing at the employee's expense.

An employee who refuses to take or does not take a drug test administered pursuant to this Drug Testing Article may not return to duty until he/she has passed a drug test administered under this Drug Testing Article and a reviewing physician, designated by the Employer, has determined that the employee may return to duty.

Any Bargaining Unit employee who has been ordered to undergo blood or urine testing may, upon timely request, be accompanied to the testing site by a representative of his choice, if available. Under no circumstances will a test be delayed due to the absence or tardiness of the employee's representative.

Results of all tests administered pursuant to this Drug Testing Article shall constitute medical information and shall not constitute a public record.

ARTICLE 37-ACCIDENT POLICY

The parties to the agreement agree to suspend the one hundred dollar ($100.00) property damage payment in the current Accident Policy utilized bythe City. The Mayor or his designee shall have full discretion to re-implement the property damage payment if he or the designee sees fit to do so.

ARTICLE 38- TRAINING BUDGET

The City agrees, for calendar years 2013, 2014 and 2015,to annually provide a Three Thousand Dollars ($3,000.00) training fund for members of the Bargaining Unit subject to the following conditions:

1. Such training funds will be utilized on an as needed basis as determined by the City.

2. The training will be administered by the City on a first-come, first-served basis.

3. The City retains the sole right to select and approve any and alltraining for members of the Bargaining Unit.

4. It is understood by the parties that Three Thousand Dollars ($3,000.00) is the maximum amount of money to be expended for the entire Bargaining Unit in any one calendar year.

5. Any unexpended dollars cannot be carried over from one calendar year to the next.

ARTICLE 39 - P.E.O.P.L.E. CHECKOFF

Section 39.1.The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

Section 39.2.The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO,and P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

Section 39.3.An employee shall have the right to revoke such authorization bygiving written notice to the Employer and the Union at any time.

Section 39.4.The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 39.5. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 40-DURATION

Section 40.1. Duration.

All of the provisions of this Agreement shall become effective January 1, 2013. This Agreement shall continue in full force and effect until midnight on December 31, 2015.

Section 40.2. Successor Negotiations.

At least one hundred twenty (120) days prior to the expiration date of this Agreement, negotiations shall commence for a successor agreement.

Section 40.3. Dispute Resolution Procedure.

The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117 shall be applicable to successor negotiations unless otherwise agreed between the parties.

2012-2015 Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and Local 3838 AFSCME

SIGNATURE PAGE

Signed and dated at Bexley, Ohio on this 9th day of May, 2013

FOR THE CITY OF BEXLEY:

Ben Kessler, Mayor

William Harvey, Service Director

Marc A. Fishel, Attorney

FOR AFSCME:

LeRoy Herd, AFSCME Representative

Jimmy McKrimmon, President

Grant Archer, Vice President

APPENDIX A

CHART 1

January 1, 2013				
Classification	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Custodial Worker	13.09	16.89	19.79	-
Service Worker	14.14	16.40	20.40	-
Equipment Operator 1	14.26	15.79	18.96	24.29
Asst. Auto Mechanic	14.26	15.79	18.13	24.72
Tree Maintenance Worker	14.63	16.07	19.45	25.41
Grounds Maint. Worker	14.45	15.95	18.32	25.06
Building Maintenance	14.45	15.48	17.80	25.10
Water Service Worker	14.63	16.07	19.33	25.63
Equipment Operator 2	14.63	16.07	19.45	25.63
Auto Mechanic 1	18.59	25.96	-	-
Auto Mechanic 2	23.27	26.51	-	-
Street Department Foreman	19.31	21.37	24.46	27.40
Water Department Foreman	19.31	21.37	24.46	27.40
Street Department Trainee	13.91	14.42	15.45	
Water Department Trainee	13.91	14.42	15.45	

January 1, 2014				
Classification	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Custodial Worker	13.29	17.14	20.08	-
Service Worker	14.35	16.65	20.71	-
Equipment Operator 1	14.47	16.02	19.24	24.65
Asst. Auto Mechanic	14.47	16.02	18.40	25.09
Tree Maintenance Worker	14.85	16.31	19.74	25.79
Grounds Maint. Worker	14.67	16.18	18.60	25.43
Building Maintenance	14.67	15.71	18.07	25.48
Water Service Worker	14.85	16.31	19.62	26.01
Equipment Operator 2	14.85	16.31	19.74	26.01
Auto Mechanic 1	18.87	26.35	-	-
Auto Mechanic 2	23.61	26.91	-	-
Street Department Foreman	19.60	21.69	24.83	27.81
Water Department Foreman	19.60	21.69	24.83	27.81

January 1, 2015				
Classification	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Custodial Worker	13.55	17.49	20.48	-
Service Worker	14.64	16.98	21.12	-
Equipment Operator 1	14.76	16.34	19.63	25.15
Asst. Auto Mechanic	14.76	16.34	18.77	25.59
Tree Maintenance Worker	15.15	16.64	20.13	26.31
Grounds Maint. Worker	14.96	16.51	18.97	25.94
Building Maintenance	14.96	16.03	18.43	25.99
Water Service Worker	15.15	16.64	20.01	26.53
Equipment Operator 2	15.15	16.64	20.13	26.53
Auto Mechanic 1	19.24	26.88	-	-
Auto Mechanic 2	24.09	27.45	-	-
Street Department Foreman	19.99	22.12	25.32	28.37
Water Department Foreman	19.99	22.12	25.32	28.37

CHART 2

January 1, 2013						
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Custodial Worker	12.59	13.09	14.77	16.44	18.12	19.79
Service Worker	13.64	14.14	15.73	17.32	18.91	20.40
Equipment Operator I	13.76	14.26	16.77	19.28	21.78	24.28
Assistant Auto Mechanic	13.76	14.26	16.77	19.28	21.78	24.72
Tree Maintenance Worker	14.13	14.63	17.33	20.02	22.72	25.41
Grounds Maintenance Worker	13.95	14.45	17.10	19.76	22.41	25.06
Building Maintenance	13.95	14.45	17.11	19.78	22.44	24.07
Water Service Worker	14.13	14.63	17.38	20.13	22.88	25.62
Equipment Operator II	14.13	14.63	17.38	20.13	22.88	25.62
Auto Mechanic I	18.09	18.59	20.43	22.28	24.12	25.96
Auto Mechanic II	23.77	24.27	24.83	25.39	25.95	26.51
Street Department Foreman	19.31	21.37	24.46	27.40		
Water Department Foreman	19.31	21.37	24.46	27.40		
Street Department Trainee	13.41	14.00	15.45	0		
Water Department Trainee	13.41	14.00	15.45	0		

January 1, 2014						
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Custodial Worker	12.78	13.29	14.99	16.69	18.39	20.09
Service Worker	13.84	14.35	15.97	17.58	19.19	20.71
Equipment Operator I	13.97	14.47	17.02	19.57	22.11	24.64
Assistant Auto Mechanic	13.97	14.47	17.02	19.57	22.11	25.09
Tree Maintenance Worker	14.34	14.85	17.59	20.32	23.06	25.79
Grounds Maintenance Worker	14.16	14.67	17.36	20.06	22.75	25.44
Building Maintenance	14.16	14.67	17.37	20.08	22.78	24.43
Water Service Worker	14.34	14.85	17.64	20.43	23.22	26.00
Equipment Operator II	14.34	14.85	17.64	20.43	23.22	26.00
Auto Mechanic I	18.36	18.87	20.74	22.61	24.48	26.35
Auto Mechanic II	24.13	24.63	25.20	25.77	26.34	26.91
Street Department Foreman	19.60	21.69	24.83	27.81		
Water Department Foreman	19.60	21.69	24.83	27.81		
Street Department Trainee	13.61	14.21	15.68	-		
Water Department Trainee	13.61	14.21	15.68	-		

January 1, 2015						
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Custodial Worker	13.03	13.55	15.29	17.02	18.76	20.49
Service Worker	14.12	14.64	16.29	17.93	19.58	21.12
Equipment Operator I	14.25	14.76	17.36	19.96	22.55	25.14
Assistant Auto Mechanic	14.25	14.76	17.36	19.96	22.55	25.59
Tree Maintenance Worker	14.63	15.15	17.94	20.73	23.52	26.31
Grounds Maintenance Worker	14.44	14.96	17.70	20.46	23.20	25.94
Building Maintenance	14.44	14.96	17.71	20.48	23.23	24.92
Water Service Worker	14.63	15.15	17.99	20.84	23.69	26.52
Equipment Operator II	14.63	15.15	17.99	20.84	23.69	26.52
Auto Mechanic I	18.73	19.25	21.15	23.07	24.97	26.88
Auto Mechanic II	24.61	25.13	25.71	26.29	26.87	27.45
Street Department Foreman	19.99	22.12	25.32	28.37	-	-
Water Department Foreman	19.99	22.12	25.32	28.37	-	-
Street Department Trainee	13.88	14.49	16.00	-	-	-
Water Department Trainee	13.88	14.49	16.00	-	-	-

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between AFSCME, Ohio Council 8, Local 3838 and the City of Bexley. This MOU is agreed upon in conjunction with the agreement reached by the parties for a successor collective bargaining agreement.

The City agrees to pay a gross amount of $30,750 to each of the following employees who elect to retire no later than June 30, 2013:

Jimmy McCrimmon
Dean Dilley
Bill Fothergill
Tim Radcliff

The parties recognize that this payment is made in exchange for the employees' agreement to retire pursuant to the Public Employees Retirement System and is subject to all applicable withholding and deductions. In addition, retiring employees shall be entitled to the applicable payouts provided under the collective bargaining agreement.

The parties agree that, notwithstanding any provision of the collective bargaining agreement, any of these employees rehired by the City after retirement shall be considered new hires for all purposeswith the exception of weekly pay.

LMH
4/17/13