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SERB CASE # 12-MED-08-0791

AGREEMENT BETWEEN
THE CITY OF GENEVA, OHIO

and

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Street Department Employees

Local #860

January 1, 2013

through

December 31, 2015

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ARTICLE 1
PREAMBLE

Section 1. This Agreement, entered into by the City of Geneva, hereinafter referred to as the "Employer" and Laborers' Local #860, hereinafter referred to as the "Union", has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised code, and,
- B. To set forth the full and complete 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 described herein.

ARTICLE 2
PURPOSE AND INTENT

Section 1. In an effort to continue the harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

1. To recognize the legitimate interests of the employees of the Employer to participate in collective bargaining in the determination of the terms and conditions of their employment,
2. To promote fair and reasonable working conditions; and,
3. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

ARTICLE 3
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees in the bargaining unit. Whenever used in this Agreement, the term "Bargaining Unit" shall be defined as all full-time employees in the following classifications:

Laborers
Maintenance Worker
Mechanic

Section 2. All positions and classifications not specifically established herein as being in the bargaining unit, shall be excluded from the bargaining units, to include any and all part-time employees, Assistant Superintendent - Streets; and, Superintendent-Streets.

Section 3. The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement, indicating the employee's starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the bargaining unit.

ARTICLE 4
DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting. No new authorization forms will be required for the employees in the Geneva Street Department for whom the Employer is currently deducting dues.

Section 2. The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and By-laws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct initiation fees, assessments or dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of any such deductions.

Section 5. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for such liabilities or damages that may arise.

ARTICLE 5
AGENCY SHOP

Section 1. All members of the bargaining unit as defined in Article 3 of this Agreement, shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) pay a service fee to the Union in an amount equivalent to the annual dues for monthly membership in the Union, all in accordance with ORC 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in the Article 4 of this Agreement, entitled "Dues Deductions".

ARTICLE 6
UNION REPRESENTATION

Section 1. The parties agree that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representatives must obtain approval from the Superintendent, or his designee. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present.

Section 2. Employee representatives of the Union shall be entitled to access to the Employer's premise for the purpose of conducting any activity or duty relating to the business or contractual obligations of the Union. Activity shall cease upon the reasonable demand of a supervisor.

Section 3. Members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer.

**ARTICLE 7
PROBATIONARY PERIODS**

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) day for which the employee receives compensation from the Employer, and continues for a period of two thousand eighty (2080) hours of scheduled work. A newly hired, probationary full-time employee may be terminated during his probationary period and shall have no appeal over such removal.

**ARTICLE 8
WORK RULES**

Section 1. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 2. Any new work rules, policies or procedures or amendments to existing work rules, policies or procedures shall be reduced to writing and submitted to the Local 860 at least ten (10) days prior to implementation. The Employer will meet with representatives of the Local 860 upon request to discuss the effects of any proposed work rule, policy or procedure upon Bargaining Unit employees. Such work rules, policies, and/or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 3. In the event it is necessary for the Employer to implement a new or amended work rule, policy or procedure on an emergency basis, said work rule, policy or procedure shall be implemented without the benefit of notice to the Local 860. However, following implementation, the Employer shall meet with the Local 860, within ten (10) calendar days, to discuss said work rule, policy, and/or procedure.

Section 4. Members of Local 860 reserve the right to utilize the Grievance Procedure contained in the current Collective Bargaining Agreement for changes to work rules, policies and procedures that may be considered unreasonable and in violation of the terms of the Collective Bargaining Agreement.

**ARTICLE 9
NO STRIKE/NO LOCKOUT**

Section 1. The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

Section 2. Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. The Union shall not be held liable

for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided the Union meets all of its obligations under this Article.

Section 3. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "No Strike/No Lockout" clause. In the event of a violation of the "No Strike/No Lockout" clause, the Union shall promptly notify all employees in writing that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall advise the employees to return to work immediately.

Section 4. The Employer shall not lockout any employees for the duration of this Agreement.

ARTICLE 10 NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

Section 2. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3. 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.

ARTICLE 11 MANAGEMENT RIGHTS

Section 1. It is agreed that the Employer reserves the customary rights, privileges or authority of Management, including but not limited to:

1. 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 overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 12

LABOR/MANAGEMENT COMMITTEE

Section 1. In the interest of sound Labor/Management relations on a mutually agreeable day and time, two representatives from the Union shall meet to discuss issues of mutual interest.

Section 2. An agenda will be exchanged by the parties at least five (5) days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer, which affect bargaining unit members;
3. Discuss grievances, which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency; and,
6. To consider and discuss health and safety matters relating to the employees.

Section 3. It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

ARTICLE 13

DISCIPLINE

Section 1. No employee shall be disciplined in any way, except for just cause.

Section 2.

A. Discipline will be applied in a corrective, progressive uniform manner, as set forth in the Employer's Rules and Regulations.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be established by the Employer, as outlined below in sub-section 1-3. There shall be no pre-disciplinary conference in cases which involve only oral and/or written reprimand.
1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee at least three (3) days before the hearing. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 2. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. The employee may offer verbal or written statements from other persons pertaining to the charges, during the hearing.
 3. Within five (5) calendar days after the hearing, the neutral hearing administrator shall provide the employee and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.
- D. In situations where the Employer and the Employee both agree to the charges and the proposed discipline, in lieu of the above procedure, the Employee and Employer may waive the proceedings and proceed directly to discipline.
- E. The Employer may place an employee on administrative leave with pay at any time during the disciplinary process. The Employer may place an employee on administrative without pay if the charges would warrant termination, or are for an egregious offense, or if the employee's continued presence would unduly disrupt the operations of the Department. In cases where the Employer exercises either administrative option the pre-disciplinary conference shall be held within three (3) days of placing the employee on administrative leave. In the event the charges are disaffirmed or the proposed discipline reversed, the employee shall be made whole.

Section 3. Following the conference, any employee receiving an order of suspension or dismissal, may initiate an appeal of such order at Step 3 of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 4. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 5. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames providing that there have been no intervening disciplinary actions on the same matter taken during that time period .

| | |
|---------------------------------|-----------|
| Oral and Written Reprimands | 6 months |
| Suspensions of less than 3 days | 12 months |
| Suspensions of 3 days or more | 18 months |

Section 6. An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

Section 7. All complaints, which may involve discipline of an employee, shall be in writing and signed by the complainant. The Employer shall furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

ARTICLE 14 PERSONNEL FILES

Section 1. All employees shall have access to their own personnel file for review of documents contained in said personnel file. Employees shall have access to their individual personnel files for review in the following manner:

1. Requests for review must be made in writing to the Employer;
2. Reviews shall be conducted during normal business hours;
3. Reviews may be on employee's work time, but not to exceed 1/2 hour in duration;
4. At the employee's request, a Union representative may be present during said review.

Section 2. Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, termination, complaints, discipline, and investigations.

Section 3. The City of Geneva shall make employee personnel files and information available according to the provisions of Ohio Revised Code Section 149.43, the Ohio Public records Act. If a request is made for any items in an employee's personnel file and/or information the City will inform the employee of said request on his/her next scheduled shift.

Section 4. Nothing herein shall prevent the dissemination of impersonal statistical information.

Section 5. Should an employee dispute any of the contents of his personnel file, he may attach a written statement to the disputed item for inclusion into his file.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by an Union representative at

all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

a. ***Grievance:*** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b. ***Grievant:*** The "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the Union.

c. ***Party in Interest:*** A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

d. ***Days:*** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

a. Except at Step 1, all grievances must contain the following information:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed
4. Date grievance is being filed in writing
5. Name of the supervisor with whom grievance was discussed
6. Where grievance occurred
7. Description of incident giving rise to the grievance
8. Articles and sections of the Agreement violated
9. Resolution requested

b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

e. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.

f. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance may be advanced by the grievant to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify the Assistant Superintendent of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance. The Assistant Superintendent, will schedule an informal meeting with the employee and a Union representative, if such representation is requested by the employee, within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 – Street Superintendent: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Street Superintendent within ten (10) days of the informal meeting or notification of the decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the answer is not given. The Superintendent shall give his answer within seven (7) days of the meeting.

Step 3 - City Manager: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The City Manager or his designee shall convene a hearing within fifteen (15) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing.

ARTICLE 16 ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and

Conciliation Service to submit a panel of arbitrators and will choose one by the alternate strike method. The party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of suspensions of thirty (30) days or less, the arbitrator shall not have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactivity settlement to the actual date of the incident-giving rise to the grievance.

Section 3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing and the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 4. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of FMCS.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours doing which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon parties.

ARTICLE 17 **SENIORITY**

Section 1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employees seniority shall prevail pursuant to any applicable provision of this Agreement.

**ARTICLE 18
LAYOFF AND RECALL**

Section 1. When the Employer determines that a layoff is necessary, due to lack of funds or lack of work, including organizational changes made pursuant to Management Rights as defined in this Agreement, the Employer shall notify the affected employees in writing at least fourteen (14) calendar days in advance of the effective date of layoff. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 2. Employees shall be laid off in accordance with their seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4. Notice of recall shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 5. The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

**ARTICLE 19
VACANCY, PROMOTION AND TRANSFER**

Section 1. The parties agree that all appointments to positions covered by this agreement shall be filled in accordance with this Article.

Section 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted, stating the job description, on the Union's bulletin board space. Such determination as to a permanent vacancy shall be at the sole discretion of the Employer.

During the posting period, a member of the bargaining unit wishing to apply for the vacant position may do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

Section 3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

Section 4. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, abilities, education, work, record, previous job performance, physical and mental capabilities.

Section 5. Once the selection has been made, the Employer will notify all applicants of the Employer's selection, by posting the award.

ARTICLE 20 HOURS OF WORK

Section 1. This article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or work period for the purposes of promoting efficiency or improving service; or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees, covered by the terms of this Agreement, shall be forty (40) hours.

Section 3. Employees may, with authorization of the Street Superintendent, or his designee, exchange shifts with another employee. Shift exchanges shall be solely voluntary between the individual employees.

ARTICLE 21 OVERTIME

Section 1. When an employee is required by the Employer to work in excess of forty (40) hours in a work week, or eight (8) hours per day, he shall be entitled to overtime compensation at one and one-half (1-1/2) times the employee's regular hourly rate. The Employer shall approve all requests for overtime prior to scheduled overtime.

Section 2. Overtime shall be offered to all employees covered by this Agreement on an equal basis according to business needs.

Section 3. For the purposes of computation of overtime, sick leave and leaves of absences without pay shall not be counted as time worked. When an employee is required to work overtime in a work period he has taken sick leave, or leaves of absence without pay, the employee shall not be eligible for the premium rate until he has actually worked for (40) hours in a work week.

ARTICLE 22 SICK LEAVE

Section 1. Crediting of sick leave. Sick leave shall be earned at the rate of ten (10) hours with pay for each completed month of service. Each full calendar month of service shall be deemed a completed month of service. An employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) workdays during such month.

Section 2. Accumulation of sick leave. For all full-time employees unused sick leave shall be cumulative up to one hundred twenty (120) hours per year. The total amount of accumulated sick leave shall not exceed nine hundred sixty (960) hours for the first tier of sick hours. Employees may earn sick hours in excess of nine hundred sixty (960) hours, in a second tier of

sick hours, after the first tier of nine hundred sixty (960) hours has been filled. No employee will accrue sick hours in the second tier of sick time until such time as the first tier is filled at nine hundred sixty (960) hours. Each employee will start to accumulate sick hours based from the employees existing balance in the first tier starting January 1, 2003.

Section 3. Sick leave accumulated during authorized absences. Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above.

Section 4. Use of sick leave. An employee eligible for sick leave with pay may use sick leave, upon approval of the City Manager or his designee, only for absence due to personal illness, injury, exposure to contagious diseases, which could be communicated to other employees, and illness or injury and death in the employee's immediate family. Upon approval of sick leave, sick hours will be deducted from the first tier of accumulated sick time. Upon the exhaustion of all sick hours within the first tier of sick hours an employee may seek to utilize sick hours accumulated, if any, in the second tier of sick-time.

Section 5. Notification by the employee. When an employee is unable to work, he shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report to work. Failure to do so may be cause for denial of sick leave with pay for the period of time absent.

Section 6. Evidence required for sick leave usage. Proof of illness, or injury to substantiate a request for sick leave pay may be requested by the City Manager or his designee, for an absence of more than three (3) days, if, in the judgment of the City Manager or his designee, such proof is necessary. Proof of illness or injury, when requested, shall be in the form of a written statement by a physician certifying that the employee's physical condition prevented the employee from performing the duties of the employee's position. The city reserves the right to have the employee submit to a medical examination, at the City's cost, to confirm any illness. Any employee fraudulently obtaining sick leave may be subject to disciplinary action.

Section 7. Transfer of sick leave credit. An employee who transfers from one city position to another city position, or from another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees of the City.

Section 8. Charging of sick leave. Sick leave shall be charged in minimum units of fifteen (15) minutes.

Section 9. Unpaid leave of absence. An employee, who has exhausted all of his sick leave/disability, may be considered for unpaid leave of absence. If said leave is granted, the leave shall commence the date sick leave expires and shall continue for a period of time not to exceed six (6) months. During a disability leave, the employee shall not be entitled to any compensation or fringe benefits, but shall accumulate seniority. Reinstatement following a duly authorized disability leave shall be in the form of a written statement from a physician certifying that the employee's physical condition will enable him to perform his assigned duties.

Section 10. Sick leave conversion. Full-time employees, with fifteen (15) or more years of service, who retire, become disabled, or are separated from employment, for reasons other than discharge for cause, may elect at the time of retirement or separation to be paid in cash for one half (½) of the value of any unused sick leave the employee has accumulated up to a maximum sick time accumulated in the first tier of sick hours. No employee will be eligible for this one half (½) cash out in excess of nine hundred sixty (960) hours of accumulated sick leave in the first tier of sick hours.

Section 11. Sick Comp Leave. Any sick leave accrued in the second tier of sick time, can be converted to compensatory time on a 4 to 1 basis (i.e., four (4) hours of sick leave is equal to one (1) hour of compensatory time,) not to exceed forty (40) hours time off during any calendar year.

Section 12. Bonus for non-use of sick leave. . All full-time employees, who use less than twenty (20) hours of sick leave within a six-month period, shall be eligible for a cash payment up to a maximum of \$300 for each six-month period for a total annual bonus of \$600. The bonus will be paid on a prorated basis of sick time used. Bonuses shall be determined on the basis of each six-month period separately. There shall be only one payment, calculated on the basis of each six-month period added together. For this section, the year shall commence on January 1 and conclude December 31. Payment will be made within (60) sixty calendar days of the completion of the year.

ARTICLE 23 ***VACATION***

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| <u>Length of Service</u> | <u>Hours</u> |
|---------------------------------|---------------------|
| After 1 year | 40 hours |
| After 2 years | 80 hours |
| After 3 years | 96 hours |
| After 8 years | 120 hours |
| After 12 years | 160 hours |
| After 18 years | 200 hours |

Section 2. The Employer shall require that all vacation requests be made in writing and submitted for approval, by January 15th of each year. Street Superintendent, based on operational needs, shall make approval. Upon approval by the Superintendent, if a conflict occurs, the senior most employees shall be given preference.

Section 3. Upon an employee's termination of employment with the City, the employee is entitled to receive vacation pay for which he has earned, but not yet taken. Should such employee be deceased, unused vacation shall be paid to the estate of the deceased employee.

Section 4. Employees shall be able to carryover one (1) week of vacation under the following procedure:

1. A request to carryover one (1) week of vacation leave must be made in writing to the Street Superintendent.
2. The carryover week of vacation must be scheduled and taken within the six (6) months of the following year.
3. Compensation paid on the carryover vacation week shall be at the current rate of pay.

Section 5. The years of service for vacation shall be based on the employee's anniversary date of hire. Full-time employees shall receive credit for their City of Geneva part-time employment.

Section 6. Full-time employees shall be allowed to use up to one personal day on the date they work hours outside their normal schedule to clean up after the Grape Jamboree event. This personal day shall apply exclusively to the Monday following the last weekend in September annually. Employees must work at least 6 hours and take the same amount of the personal leave time.

ARTICLE 24 HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

- New Years Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Five (5) Personal Days

Section 2. Full-time employees who are scheduled to work on a designated holiday, specified in Section 1 of this Article, are entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to his regular holiday pay.

Each employee scheduled to work a holiday shall notify the Superintendent as to his preferred option, of pay or a combination of pay and time off, at least five (5) days prior to the beginning of the pay period in which the holiday falls. If an employee is asked to work on a holiday not previously scheduled such employee shall be allowed to exercise this option at the time he is asked to work regardless of the date such request is made.

Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay, shall not exceed two and one-half (2-1/2) times the employee's regular rate of pay.

Section 3. In the event two or more employees wish the same holiday time off, and the requests have been made according to Section 4 above, the senior most employees shall be granted the time off. If the request for holiday time off is made by two or more employees not in accordance with Section 4 above, then the first request for time off shall be honored.

Section 4. All requests for personal days shall be submitted at least twenty-four (24) hours in advance and such requests shall not be unreasonably denied.

**ARTICLE 25
CALL-IN PAY**

Section 1. An off duty employee called-in to work shall be paid a minimum of two (2) hours of pay at one and one-half (1-1/2) the employee's regular rate of pay.

Section 2. Employees called out to work within two (2) hours or less before the start of the employee's regular duty hours shall be paid one and one-half times the straight time hourly rate for those hours actually worked.

Section 3. The designated "Call-in person" shall receive two (2) hours of pay, at the employee's regular hourly rate of pay, for being on call-in status, provided the employee is not called-in to work. If the employee is called in to work, then sections 1 and/or 2 shall apply.

**ARTICLE 26
WAGES**

Section 1. Effective January 1, 2013 Employees shall receive a 0% General Wage Increase. Effective January 1, 2014 Employees shall receive a 1% General Wage Increase. Effective January 1, 2015 Employees shall receive a 2% General Wage Increase. The resulting hourly rates are listed below

2013 WAGE SCHEDULE (0% INCREASE)

| | | | | | | | |
|-------------|---------|---------|---------|---------|---------|---------|---------|
| MAINTENANCE | \$13.98 | \$14.97 | \$15.97 | \$16.95 | \$17.97 | \$18.96 | \$19.97 |
| MECHANIC | \$13.98 | \$14.97 | \$15.97 | \$16.95 | \$17.97 | \$18.96 | \$19.97 |

2014 WAGE SCHEDULE (1% WAGE INCREASE)

| | | | | | | | |
|-------------|---------|---------|---------|---------|---------|---------|---------|
| MAINTENANCE | \$14.12 | \$15.12 | \$16.13 | \$17.12 | \$18.15 | \$19.15 | \$20.17 |
| MECHANIC | \$14.12 | \$15.12 | \$16.13 | \$17.12 | \$18.15 | \$19.15 | \$20.17 |

2015 WAGE SCHEDULE (2 % WAGE INCREASE)

| | | | | | | | |
|-------------|---------|---------|---------|---------|---------|---------|---------|
| MAINTENANCE | \$14.40 | \$15.42 | \$16.45 | \$17.46 | \$18.51 | \$19.53 | \$20.57 |
| MECHANIC | \$14.40 | \$15.42 | \$16.45 | \$17.46 | \$18.51 | \$19.53 | \$20.57 |

**ARTICLE 27
CDL COMPENSATION**

Section 1. The city will pay each full-time employee up to \$350.00 payable by January 31 for the prorated portion of the proceeding year that the employee maintained a valid Commercial Driver's License during the previous twelve-month period (January through December). Prior to payment, the employee will provide the city of Geneva with proof of current State of Ohio CDL endorsement. The City is not responsible financially for the cost of each employee obtaining a Commercial Driver's License.

ARTICLE 28
FUNERAL LEAVE

Section 1. A full-time employee shall be entitled to funeral leave time off with pay for a period of time not to exceed five (5) working days, for a death in the employee's immediate family. An employee may also be granted the option of an additional two (2) days of sick leave to be used in conjunction with the five (5) working days with pay.

Section 2. Where the death is in the employee's extended family, funeral leave shall consist of two (2) days paid leave.

Section 3. Immediate family is defined as follows:

- Spouse
- Children/Step-children
- Mother & Mother-in-law
- Father & Father-in-law
- Brother
- Sister
- Grandparent
- Grandchild
- Any individual who the employee serves as Guardian

Section 4. Extended family is defined as follows:

- Step-parent
- Step-brother/sister
- Brother/Sister-in-Law
- Aunt
- Uncle
- Niece/Nephew
- Cousin
- Non-residential Step-child

Section 5. If an emergency situation warrants the granting of additional time off to this article, any affected employee may request additional time off and such request shall be granted. Additional time off for funeral leave shall be charged to vacation, holiday, sick leave or leave without pay, at the employee's option.

ARTICLE 29
JURY DUTY

Section 1. All full-time employees who are called for jury duty shall be excused from work for the days on which they are required to serve. If you are called for jury duty and are not selected or are dismissed before the end of your work day you will be required to return to work.

Section 2. Employees shall receive for each day of Jury duty leave, his regular rate of pay, less any compensation received from the court.

ARTICLE 30
ON DUTY INJURY LEAVE

Section 1. In the event of a service-connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional injury leave time as the injury may warrant. Upon approval of an injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid to the employee by Worker's Compensation for the period of time during which the employee received full pay.

Section 2. To apply for benefits under Section 1 above, a written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application and in doing so; the Employer may require an examination by a registered physician of his selection. Approval of such shall not be unreasonably denied.

Section 3. Before any employee, who has made application to the Employer for benefits under this Article, is entitled to receive any benefits under this Article, they shall first make application for Worker's Compensation benefits. They must also complete an On-Duty-Injury report and Reimbursement Agreement with the Employer as soon as possible following the injury.

Section 4. In the event such on-duty-injury is disallowed by the Bureau of Workers Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash and/or vacation leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover either all or part of the time off up to and including the date the claim is disallowed, then the monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by reasonable payroll deduction.

ARTICLE 31
UNIFORM ALLOWANCE

Section 1. Full-time employees shall receive eleven (11) sets of work clothes; three (3) coveralls. The City will reimburse full-time employees for steel-toed work shoes up to one hundred and fifty dollars (\$150.00) with receipt, per calendar year, and will provide a uniform allowance of one hundred dollars (\$100.00) per year for uniforms. Said amount shall be paid in cash to the employee for purchases during the year, to be used for purchases of new uniforms, or replacement of damaged uniforms.

Section 2. Said allowances will be paid to the employee in a separate check on September 1st of each contract year.

ARTICLE 32
INSURANCE

Section 1. The City shall provide each Full-Time Employee with a High Deductible Health Insurance Plan with a Health Savings Account.

Effective January 1, 2013 the City will make contributions to the employee's Health Savings Account with the HSA provider selected by the City. The City's annual contributions to the employee's Health Savings Account will be the amounts following:

- 1) For 2013 the City will contribute \$ 750 for single coverage and \$ 1,500 for family coverage;
- 2) For 2014 the City will contribute \$ 750 for single coverage and \$ 1,500 for family coverage;
- 3) For 2015 the City will contribute \$ 750 for single coverage and \$ 1,500 for family coverage.

Section 2. The Employer payments will be made on a semi-annual basis during the 2013, 2014 and 2015 calendar years, the first half in January and the second half in July. Provided, however, that the City may contribute up to the entire annual amount should an employee, due to a catastrophic event, spend his entire account balance prior to July of a given year. Each employee has the option to contribute to his/her HSA account pre-tax through payroll deduction. No employee, however, shall be required as a condition of remaining in the HSA Plan to make any contributions. For employees enrolling in the plan after 1/1/2013, the City's contribution will be prorated based on months of employment remaining in the current year. The first contribution will be paid during the employee's first month of participation in the high deductible health plan. Any additional Employer payments will be made on the next regularly scheduled Citywide funding date.

Section 3. In the event a Non-HSA Plan is selected for 2014, the City's financial support toward health insurance premiums shall be 90 % of the Health Care premium. Employees shall contribute the remaining 10% via payroll deduction pro-rated into each payroll period. The Employer would agree to establish and/or continue an IRS 125 plan so that any employee contributions are pre-tax. In the event a Non-HSA plan is selected in 2015, the City's financial support toward the health insurance premiums shall be 85% of the Health Care premium. Employees shall contribute the remaining 15% via payroll deduction pre-rated into each payroll period. The Employer would agree to establish and/or continue an IRS 125 plan so that any employee contributions are pre-tax.

Section 4. Additional coverage for prescription, dental, vision and other possible coverages may be added, based on the selection provided by the City, conditional on the approval of all City employee bargaining units.

Section 5. If an employee is covered by their spouse's medical coverage, said employee shall be eligible for the following total yearly payment, upon providing a written request to the City Manager. Payments shall be made on a prorated monthly basis for each month that the employee remains eligible for said payment.

| <u>Coverage Change</u> | <u>Payment</u> |
|------------------------|----------------|
| Family to Single | \$1,0000 |
| No Coverage | \$2,800.00 |

Section 6. The City shall contribute 100% of the policy cost for Life Insurance and maintain a limit of \$20,000 per full-time employees. The Life Insurance policy will be subject to the

reduction schedule set by the Insurance company. The policy will be reduced by 35% at age 65, 55% at age 70, 70% at age 75, 80% at age 80 and 85% at age 85.

**ARTICLE 33
LONGEVITY**

Section 1. All full-time employees shall receive longevity pay based on their full-time continuous length of service with the City of Geneva. The amounts shall be in accordance with the following schedule:

| <u>Years of Service</u> | <u>Payment</u> |
|---------------------------|-------------------|
| 5 through 9 years | \$250.00 per year |
| 10 through 14 years | \$500.00 per year |
| 15 years through 19 years | \$750.00 per year |
| 20 years through 24 | \$1,000 per year |
| 25 years and up | \$1,250 per year |

**ARTICLE 34
MISCELLANEOUS**

Section 1. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay for the cost of the examination.

Section 2. All full-time employees within the bargaining units, shall reside within a ten (10) mile radius of the City limits. In the event a new hire is not a resident within this ten (10) mile radius the City of Geneva upon hiring, said employee shall, as a condition of employment, reside within this radius of the City of Geneva no later than one (1) year from the employee's date of hire as a full-time employee. Failure to do so will result in termination of employment.

The address reported to the Finance Department shall be the actual residence address of the employee. Exceptions to the requirement may be established with an agreement between the Union and City.

Section 3. The Union will be allowed one (1) bulletin board for official Union notices. The City and the Union shall mutually agree to the location of the bulletin board.

**ARTICLE 35
GENDER AND PLURAL**

Section 1. Whenever the context so requires, the use of the words herein singular shall be construed to include the plural, and in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 36
CONFORMITY TO LAW**

Section 1. This Agreement shall supersede any present and future State and local laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 4. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 37

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreement, either oral or written, are hereby canceled. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement shall remain in full force and effect during the period of negotiations of a new Agreement.

SIGNATURE PAGE

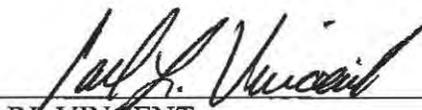
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
this 31st day of December, 2012.

FOR THE CITY OF GENEVA, OHIO

FOR LABORERS' LOCAL #860



JAMES PEARSON
CITY MANAGER



CARL VINCENT
BARGAINING COMMITTEE MEMBER

12/21/12

DATE

12/14/12

DATE



TIM BITTNER
STREET SUPERINTENDENT



ANTHONY LIBERATORE, JR.
UNION REPRESENTATIVE

12/17/12

DATE

12-31-12

DATE