



CONTRACT BY AND BETWEEN

CITY OF WHITEHALL,
On behalf of Employer,

12-MED-10-1083
0760-04
K30562
02/24/2014

And

COMMUNICATIONS WORKERS OF AMERICA
LOCAL NO. 4320,
On behalf of Bargaining Unit Employees

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE 1

SCOPE OF CONTRACT

Section 1. Contract. This Contract is made, and entered into on the date last written, by and between the City of Whitehall, Ohio (hereinafter referred to as the “City”, and the Communications Workers of America, Local 4320 hereinafter referred to as the “Union”), as the bargaining representative of the Bargaining Unit employees.

Section 2. Purpose. This Contract is made for the purpose of promoting orderly cooperation, constructive resolution of disputes and harmonious relations between the City, Bargaining Unit employees (hereinafter referred to as “members” of the bargaining Unit or “employees”), and the Union.

(A) This Contract has been collectively bargained and entered into pursuant to Chapter 4117 Revised Code of Ohio, and the authority granted by sections 2(d), 25, 27, 42 and 64(b) of the Charter of the City of Whitehall, Ohio.

Section 3. Legal References.

(A) Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

(1) In the event that this Contract is silent upon a subject, or the provision is unclear as the procedure, entitlement, or restrictions, then in that event, the first reference shall be made to Part 161 of the Whitehall Administrative Code, as amended from time to time, titled, “Employment Provisions” and/or the City of Whitehall’s Policies and Procedures.

(2) Where this Contract makes no specification about a matter, the City, employees and the Union are subject to all applicable local or State laws pertaining to the Civil Service entitlements and conditions of employment for public employees.

(B) The conducting and grading of Civil Service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and appointments to positions from the eligibility lists, are not authorized subjects for collective bargaining under this Contract.

(C) Laws pertaining to civil rights, affirmative action, unemployment compensation, workers compensation and retirement of employees or pension fund benefits are not superseded by this Contract, except where supplemental workers compensation or supplemental unemployment have been negotiated and included herein.

Section 4. Severability.

(A) Should any part of this Contract be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal or court pending a final determination as to its validity or enforceability, then in that event, such invalidation or temporary restraint shall not invalidate, nullify or otherwise affect the remaining portions hereof, nor shall the application of such portions to persons, or circumstances other than those to whom, or to which it has been held invalid, or has been restrained.

(B) In the event of invalidation of any portion of this Contract by a tribunal or court of competent jurisdiction or by operation of law, then in that event, and upon written request by either party, the parties to this Contract shall meet within thirty (30) calendar days of receipt of a written request from either party to the other, then in that event, the parties shall attempt to modify the invalidated provisions by good faith negotiations.

(C) Should this Contract be in conflict with the American Disabilities Act or similarly mandated Federal statutory law and/or the regulations enacted thereunder, then in that event, the parties shall meet to negotiate such changes as are deemed appropriate, reasonable and necessary to ensure full and complete compliance with such Federal or State act, or acts, and the regulations that may be promulgated therefore.

Section 5. Sanctity of Contract.

(A) The City and Union agree that no employee, or official hereunder, shall be asked to make any written or verbal agreement which may, in any way, conflict with the terms, conditions, or provisions of this Contract, unless otherwise specifically provided for and authorized by the terms, conditions or provisions of this Contract.

(1) No changes in this Contract shall be negotiated during its duration, unless there is first a written accord by and between the parties hereto to do so.

(2) All terms, conditions and provisions of this Contract are to be applied prospectively.

(3) No term, condition or provision shall have retroactive application unless it shall have been expressly stated to be given such retrospective treatment.

(B) Any negotiated changes, modifications, supplemental agreements or addenda, to be effective and incorporated into this Contract, shall first be

in writing and shall be signed by the parties and specifically an effective date of the change, modification, supplemental agreement or addenda.

Section 6. Renewal/Modification.

(A) If either party desires to modify, amend, or terminate this Contract, it shall give written notice of such intent not earlier than one hundred twenty (120) calendar days nor later than the ninetieth (90th) calendar day prior to the expiration date of this Contract. Such notice shall be tendered by certified mail, with return receipt requested.

(B) The parties shall commence negotiations not later than two (2) calendar weeks after receiving notice of intent to modify, amend, or terminate this Contract. The parties may also amend this Contract at any other time, provided, however, that such amendment is in writing, signed by authorized persons, and acknowledged to have occurred by their mutual consent and agreement.

Section 7. Enforceability of Contract. The City and Union mutually assert, as their respective true belief, that the terms, conditions and provisions of this Contract are enforceable in a court of law. Further, the City by its authorized contracting officials, represents that the provisions contained herein do not purport to be an unlawful delegation of administrative authority, legislative authority or reserved power of sovereignty.

ARTICLE 2

RECOGNITION

Section 1. Recognition.

(A) The City recognizes the Union as the sole and exclusive bargaining representative for all employees within the Bargaining Unit, to represent the employees of the Bargaining Unit in any and all matters relating to wages, hours, terms, and conditions of employment, the continuation, modification, or deletion of existing employment provisions, and the resolution of questions arising under the purview of this Contract.

(1) Employees included within the Bargaining Unit are delineated by Subsection 2(b) of this Article.

(2) Employment positions not delineated within Section (B) of this Article are excluded from the Bargaining Unit and shall not be contained within the purview of this Contract.

(B) The Bargaining Unit shall not include part-time employees, but shall consist of and include all full-time regular employees in the following classifications:

- (1) Division of Police
 - (a) Records Clerks

- (2) Division of Fire
 - (a) Administrative Assistant

- (3) Service Department
 - (a) Administrative
 - (i) Permit Specialist
 - (ii) Facility Maintenance Technician
 - (iii) Service Worker

 - (b) Street Division
 - (i) Public Service Superintendent **
 - (ii) Crew Chiefs
 - (iii) Service Worker

 - (c) Service Garage
 - (i) Chief Auto Mechanic
 - (ii) Mechanic

- (4) Parks & Recreation Department
 - (a) Parks Maintenance Worker
 - (b) Crew Chief
 - (c) Administrative Assistant

- (5) Clerk of Mayor's Court Office
 - (a) Deputy Clerk of Courts

- (6) Auditor's Office
 - (a) Accounting and Tax Clerk
 - (b) Income Tax Specialist

* This position is currently filled by an employee, who shall be included in the Bargaining Unit, but the position is not included. Upon vacating of the position by the current position holder, then the position shall, pursuant to Section 58 (16) of the City Charter, become an "at will" appointed position of the Director of Safety.

** Labor and Management agree to re-evaluate the inclusion of this position in the Bargaining Unit upon the notice of intent to vacate the position by the current position holder.

*** This position is currently filled by an employee, who shall be included in the Bargaining Unit, but the position is not included. Upon vacating of the position by the current position holder, then the position shall, pursuant to Section 171.01 of the Administrative Code, become an “at-will” appointed position of the Mayor.

(C) Excluded from the present Bargaining Unit are all other employees of the City of Whitehall.

Section 2. Definitions.

(A) As used within this Contract and Part 161 of the Administrative Code, the Codified Ordinances of the City of Whitehall, the following definitions shall apply to each term as stated hereinafter.

(1) Active Service – being present for the performance of the duties to which an official or employee of the City of Whitehall has been assigned.

(2) Adjusted Anniversary Date – a date in time (calculated only) adjusted to reflect credit a full-time employee has in previous full-time employment with the City, specifically for use in computing service credit and vacation calculations.

(3) Anniversary Date – beginning date with City service or date of most recent re-hire, or recall from lay off status. This date shall remain constant and shall not be affected by subsequent appointments. As provided for by these definitions, “Date of Rank” or “Time in service” shall not be construed to mean “Anniversary Date”.

(4) Appointing Authority – signifies the elected or appointed official, commission, board or body having the power of appointment to, or removal from, positions in any office, commission, department or board.

(5) Appointment – the designation of a person, by due authority, to become an employee in a position, and his induction into employment in such position.

(6) Appointment Date – in cases of promotion, demotion or reduction of rank, position, or classification, voluntary or involuntary, the date upon which an employee is permanently assigned to his or her current position shall be date of last appointment, from which all in grade seniority is computed.

(7) Bargaining Unit – means any labor or bona fide organization in which public employees participate and which exists for the

purpose, in whole or in part, for dealing with the public employer concerning grievances, labor disputes, wages, hours, terms and other conditions of employment.

(8) Calendar Month – from the first day to and including the last day of any one of the 12 months.

(9) Calendar Week – seven consecutive calendar days.

(10) Calendar Year – from January 1st of the calendar year stated to the following December 31st and the period inclusive thereof.

(11) City – shall mean the City of Whitehall, Ohio.

(12) City Officials – shall mean the elected or appointed holders of the office of Auditor, Chief Building Inspector, Chief of the Division of Fire, Chief of the Division of Police, City Attorney, Assistant City Attorney, Clerk of Council, Director of Parks and Recreation, Director of Public Safety, Director of Public Service, Director of Development, Director of Human Resources, Mayor, Members of City Council, President of Council and Treasurer.

(13) Civil Service – includes all offices and positions of trust or employment in the service of the State and the counties, Cities, city health districts, general health districts, and City School Districts thereof.

(14) Civil Service Commission – shall mean the body established by Section 57 of the Charter of the City of Whitehall.

(15) Class – a position, or group of positions, having similar duties and responsibilities, requiring similar qualifications which can be properly designated by the same descriptive title and to which the same scale of compensation can be made to apply with equity.

(16) Classification – same as “class”.

(17) Classification Change – means a change in an employee’s classification in the job classification plan.

(18) Classified Service – shall mean competitive classified Civil Service of the City of Whitehall, Ohio.

(19) Collectively Bargained Contract – shall mean the resultant product of a bilateral negotiation between the Exclusive Representative of the employee, as defined by O.R.C. 4117.01 (E) and as authorized by O.R.C. 4117.05, where the exclusive

bargaining representative, acting on behalf of members of the Bargaining Unit, and authorized persons representing the City, achieve a bilateral express contract regarding matters of wages, hours, work rules, benefits and payment for services rendered.

(20) Continuous Service – means holding of a full-time position, and performing full-time employment with the City of Whitehall, Ohio, subject, however, to the provision that absence due to military leave of thirty days or less in any calendar year shall be considered continuous service.

(a) Absence while receiving sick leave pay or injury pay from the City of Whitehall or the Police and Firemen Disability and Pension Fund, Public Employees Retirement System, Workers' Compensation, or any absence because of sickness or injury commenced with authorized sick or injury leave pay does not constitute a discontinuance of service.

(b) Further, certain additional absences shall constitute discontinuance of service for which sick leave and vacation time will not be accrued; time off duty due to suspension, leave of absence without pay, unexcused absence or layoff due to lack of work or funds shall also be deducted in computing service credit.

(c) Resignations to immediately accept another position in the City service shall not be considered as an interruption of service.

(21) Court Time – shall mean those hours an employee is required to spend in court pursuant to a valid subpoena for processing criminal and civil actions as a representative of the City.

(22) Date of Appointment – shall mean the calendar date as a point certain in time.

(23) Department Head – shall mean the Mayor, Auditor, Chief Building Inspector, City Attorney, City Treasurer, Director of Parks and Recreation, Director of Public Safety, Director of Public Service, Director of Development, Director of Human Resources, President of Council and no others.

(24) Division Chief – shall mean the Chief of Fire and Chief of Police who report to the Director of Public Safety; the Chief Mechanic and Street Superintendent who report to the Director of Public Service.

(25) Duty Day – a day that the employee is regularly scheduled to begin his or her work, but shall not be synonymous with a calendar day.

(26) Employee – any person holding a position subject to appointment, removal, promotion or reduction by an appointing authority.

(27) Exclusive Representative – as defined by O.R.C. 4117.01 (E) to act in employment relations matters as defined by O.R.C. 4117.04.

(28) Exempt Employees – are persons who have been designated as such in accordance with the Fair Labor Standards Act

(29) Flexible Hours Employee – means an employee who may work more or less than eight hours on any given day so long as he works forty hours in the same week.

(30) Fringe Benefit – means expenditure for goods and services furnished to municipal officers or employees by the municipality, including, but not limited to, such benefits as food, temporary housing, and clothing, and the provision of pension, retirement, disability, hospitalization, health care, insurance, or other benefits to employees requiring the advance payment of money other than directly to employees or other beneficiaries, or the deposit or reservation of money for such purpose.

(31) Full-time Employee – a person who is the holder of a full-time employment position with the City of Whitehall.

(32) Full-time Employment – means performance of duties for the City of Whitehall on a regularly scheduled basis for a period of at least eight (8) hours per day, five days per calendar week, or at least ten (10) hours per day and four days per week.

(33) Immediate Family – spouse, mother, mother-in-law, father, father-in-law, son, daughter, step-son, step-daughter, step-mother, step-father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and grandchildren of the employee.

(a) Secondary Family –Aunts, Uncles, Nieces and Nephews

(34) Just Cause – shall mean a fair and honest cause or reason, regulated by good faith, and founded upon material and relevant fact.

(35) Major Life Activity – includes the bodily functions of hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, the ability of learning or working as defined by the ADA and/or ADAA.

(36) Non-exempt Employees – persons who are below the rank of Deputy or Assistant Division Chief of the safety forces, or who are otherwise not included in the definition of “exempt employees”, and who do not have discretion to schedule their own activities.

(37) Overtime – that time during which an employee is on duty in excess of eight (8) hours or ten (10) hours in any calendar day for a regularly scheduled forty (40) hour week. Overtime applies only to that time authorized to be worked by an appointing authority.

(38) Paid Status – shall include hours of actual work, compensatory time, as well as all hours of approved paid leave, including holiday, vacation, injury, military, jury duty or sick leave.

(39) Part-time Employee – means any person performing duties for the City of Whitehall, on an hourly paid basis in the non-classified service and working less than 40 hours per week. Part-time employees are not eligible for paid holidays, sick leave, vacation hours accrued, pension pickup or other fringe benefits which are now or may later be made available to full-time employees.

(40) Part-time Employment – a position with the City of Whitehall for performance of duties consisting of less than forty (40) hours per calendar week.

(41) Pay Classification – the schedule of compensation contained within an individual collectively bargained contract, or an equivalent schedule within a salary ordinance for non-bargaining unit employees, that defines the rate of pay for a position.

(42) Pay Plan – a schedule of compensation rates established for all classes of positions in the City service.

(43) Pay Range – the minimum and maximum pay rates, together with the intermediate rates, if any, established for a class.

(44) Pay Step – each of the regular pay rates in the pay range, as defined by the lapse of time required for full-time service as stated by the designation of entry point onward for the defined rates.

(45) Position – any specific office, employment or job calling for the performance of certain duties, either full-time or part-time, and for the exercise of certain responsibilities by one individual. A position may be either occupied or vacant.

(46) Resignation – the voluntary termination of employment by an employee.

(47) Sick Leave – a period of paid absence from a position with the City by reason of illness of the employee or a member of the employee's immediate family. For all purposes stated within this Section, sick leave may only be used in increments of not less than two (2) hours per occasion, unless approved otherwise, in advance, by the Department Head or the Appointing Authority.

(48) Single Rate Basis – a position not assigned a pay range number as set forth in the basic pay plan.

(49) State Service – includes all such offices and positions in the service of the State, the counties, and general health districts thereof, except the Cities, city health districts, and City School Districts.

(50) Supervisor – includes all personnel who hold a position where the duties include giving work instructions, or initiation of a corrective action.

(51) Temporary Employment – means employment on a temporary basis as replacement of a full-time employee for a period of time not to exceed 90 days in any calendar year (including training time, if any), not to exceed the starting compensation rate for that position as set forth within the prevailing Salary Ordinance or as provided for within the collectively bargained contract if the temporary employee is to be assigned to a recognized bargaining unit. Such employees shall not be entitled to medical, vision, dental fringe benefits, vacation pay or other benefits which are now or may later be provided to full-time employees.

(52) Time in Service – shall mean time which an employee is on duty in the City service from the date of his most recent appointment excluding any time off due to suspension, leave of

absence without pay, or any other provision as set forth under the definition of continuous service, up to the present time.

(53) Transfer – a reassignment of an employee from a position in one division and/or department to another position in the same equivalent class in another division and/or department with the same maximum rate of pay and benefits.

(54) Unclassified Service – means a position with the City that is not in the classified service of the City, and not under the jurisdiction of the Civil Service Commission. (See definitions for “Classified Service”, - whereby unclassified service for the City shall be as defined by Section 58 of the Charter, divisions (1) through (16) thereof.)

(55) Undue Burden – means that an accommodation would be unduly cost extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the division, department, or governmental function.

(56) Upgrading – raising all of the positions in a class by amending the Salary Ordinance to provide a higher pay range for the Class.

(57) Vacation Year – based on the employee’s anniversary date with the City and extends from anniversary date to anniversary date.

(58) Weekend – the first, second and third (if applicable) consecutive days of unscheduled work in a workweek.

(59) Work Period – means in all departments and divisions, a regularly scheduled work day of eight (8) or ten (10) clock hours devoted to the tasks assigned.

(60) Work Schedule – means in all departments and divisions, a regularly scheduled work week of forty (40) clock hours devoted to the tasks assigned, divided into four (4) or five (5) day per calendar week segments.

(61) Work Week – means in all departments and divisions, a period of calendar days in succession to complete the work assignment in a forty (40) hour block, followed by regularly scheduled days off.

(B) In the event a term or phrase used within this Collective Bargaining Agreement, or the Codified Ordinances of this City, is not defined by this

section, then in that case, the definition shall be obtained by convening of the Interpretation committee as authorized by Section 161.22 Administrative Code, Codified Ordinances of the City of Whitehall, Ohio. In obtaining a definition, the following priorities shall apply:

- (1) A statutory definition as provided for by the Ohio Revised Code; or
- (2) A definition having been supplied by Ohio case law upon the individual topic; or
- (3) A definition having been supplied by Federal case law upon the individual topic; or
- (4) The common usage of the term or phrase in the ordinary and non-technical application by reference to legal dictionaries, general language dictionaries or topic texts upon the specialized subject.

ARTICLE 3

UNION SECURITY

Section 1. Dues Deduction.

(A) Pursuant to Section 4117.09 (B) of the Revised Code, the City agrees to deduct Union membership dues in the amount certified by the Union to the City.

- (1) The City also agrees on a bi-weekly basis to make the appropriate deduction from the pay of any Union member requesting the same in writing.
- (2) The City further agrees to deduct Union initiation fees and assessments, in the amount certified by the Union to the City, at the first pay period of each month, in which such fees and assessments are due, from the bargaining Unit member's pay.

(B) If a deduction is desired, the Union member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Auditor of the City of Whitehall.

- (1) The City agrees to furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made.
- (2) Nothing herein shall prohibit Union members covered by this Contract from submitting dues directly to the Union.

(3) If the member shall pay the Union the dues directly, then the Union shall so notify the City, in writing, that a deduction shall not occur.

(C) The City shall provide the Union with additional payroll deductions, as certified by the Union, for the purpose of the Union providing additional employee benefits, provided, the City's payroll accounting system possesses sufficient capacity and capability for processing additional deductions.

(D) No other employee organization's dues shall be deducted from any employee's pay for the duration of this Contract.

(E) The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any and all claims, demands, suits, actions, or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with this Section, including the defense thereof.

Section 2. Fair Share Fee.

(A) Bargaining Unit employees, who are not members of the Union, as a condition of employment, shall pay to the Union a fair share fee.

(1) The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by members of the Union who are in the Bargaining Unit.

(2) Such fair share fee shall be certified by the Union to the City at such time during the term of this Contract as necessary to be accurate.

(3) Such payment shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

(B) For the duration of this Contract, such fair share fee shall be deducted by the City from the payroll check of each Bargaining Unit employee who is not a member of the Union, upon notification by the Union.

(1) The deduction shall be made in the first pay period of each month.

(2) The City agrees to furnish the Financial Secretary of the Union once each calendar month a warrant in the aggregate amount of the

fair share fees deducted for that calendar month, together with a listing of the Bargaining Unit employees for whom said deductions are made.

(C) The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of the Union's fair share fee for non-union members of the Bargaining Unit. The Union hereby agrees that it will indemnify and hold the City harmless from any and all claims, demands, suits, actions, or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with this Section, including the defense thereof.

Section 3. Bulletin Boards.

(A) The Union shall be permitted to establish and maintain a Union bulletin board at:

- (1) Municipal Office Building
- (2) Fire Division Headquarters
- (3) Police Division Headquarters
- (4) Service Garage
- (5) Parks and Recreation Office area

(B) Union bulletins and Union material only shall be permitted to be posted on this board, which shall not be subject to prior approval by the City.

(C) Any allegations of Union abuse or misuse of bulletin boards shall be subject to discussion at the next Labor/Management meeting.

Section 4. Union Literature.

(A) The Union shall have the right to distribute Union literature on the premises of the City, provided that the literature, or the distribution thereof, shall not interfere with the operational requirements of the City.

(B) The Union agrees that all literature shall be limited to the following:

- (1) Union social and recreational affairs;
- (2) Notice of Union meetings;

- (3) Notice of Union elections and appointments;
- (4) Results of Union elections;
- (5) Reports of any political standing committees of the Union;
- (6) Union newsletters and informational leaflets; and
- (7) Nonpolitical publications, rulings, or policies of the Union.

(C) All other literature not covered in (1) through (7) above must receive prior approval of the City.

Section 5. Union Business. Representatives of the Union shall be permitted to transact, at all reasonable times, official Union business at departmental work sites, provided that such activity shall not interfere with or interrupt the normal departmental operations.

Section 6. Bargaining Unit Meetings.

(A) The Union shall be permitted to hold meetings, for the Union members who are Bargaining Unit employees, at a City building, room or facility upon prior notification to the Director of Public Service or the Director of Parks and Recreation (if Whitehall Community Park is requested).

(1) The notification required under this Section shall be in writing, shall be delivered to the Director of Public Service or the Director of Parks and Recreation (if Whitehall Community Park is requested), at least forty-eight (48) hours prior to the time of the meeting and shall state the date, time and requested location for the meeting.

(B) The City agrees to hold the requested location open for use by the Union on the date and at the time specified in the Union's notification to the Director of Public Service or the Director of Parks and Recreation (if Whitehall Community Park is requested).

(1) However, if it is not practicable for the City to provide the requested location to the Union, the City will so notify the Union, and make every effort to provide an alternate meeting location in another City building, room, or facility.

(C) No Bargaining Unit employee or Union member shall be obligated, or asked, to divulge to the City any information discussed at said meetings.

Section 7. Use of Intra-Department Mails.

(A) The Union shall be permitted to utilize the intra-departmental mail system for the purpose of providing information to members of the Bargaining Unit pertaining to Union business or Bargaining Unit representation.

(B) The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conducting of Union business or bargaining Unit representation.

(C) All mail placed into the mail system by the Union shall be the property of the Bargaining Unit employees to whom it is addressed, and such mail shall not be subject to the City's review. Material may be subject to applicable public records laws.

Section 8. Personal Mail.

(A) Mail which is addressed to an individual employee shall not be opened intentionally by anyone other than the individual to whom it is addressed, unless the individual employee has specifically provided written authorization to the contrary.

(B) Members of the Bargaining Unit shall not routinely use the City offices for receipt of personal mail unless such correspondence is directly related to the employee's scope of employment.

ARTICLE 4

NONDISCRIMINATION

Section 1. Joint Pledge. The City and the Union shall not discriminate against any employee of the Bargaining Unit on the basis of the employee's age, race, color, sex, creed, religion, ancestry, national origin, handicap, political affiliation, or physical disability as protected by law.

Section 2. City Pledge. The City agrees not to discriminate against any employee of the Bargaining Unit on the basis of his or her membership or non-membership in the Union, nor to discriminate, interfere with, restrain or coerce any employee because of or regarding his or her activities as an officer or other representative of the Union.

Section 3. Union Pledge. The Union, within the terms of its Constitution and by-laws, and the City agree not to interfere with the desire of any employee of the Bargaining Unit to become and remain a member of the Union. The Union agrees to fairly represent all employees of the Bargaining Unit subject to the provisions and procedures set forth in Sections 4117.11 (B)(6) and 4117.12 of the Revised Code.

Section 4. Gender. All references in this Contract to the male gender are for convenience only and shall be construed to be equally applicable to females.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Grievance Defined.

(A) A “grievance” is defined as any unresolved question or dispute regarding the wages, hours, terms or conditions of employment by the City of employees, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Contract, Departmental Regulations, policy, or procedure.

(B) A “Step” is defined, for the purposes of this grievance procedure, as an intermediate point of process at a specific level of authority as a stage in the resolution process.

Section 2. Qualifications.

(A) A grievance can be initiated by the Union or an aggrieved employee. When a group of employees desires to file a grievance involving each employee of the group in a substantially similar manner, the Union or the Grievance Chairman may select one or more employees to process the grievance as the designated representatives of the affected group of employees.

(B) An employee has the right to present grievances and have them adjusted without the intervention of the Union as long as the adjustment is consistent with the terms of this Contract, and the Union has the opportunity to be present at all steps of the adjustment process.

(C) By reason of varying departmental organization and structure, a grievant may begin at the point of first line supervision, proceeding in the chain of authority, which may require the omission of inappropriate steps.

Section 3. Jurisdiction.

(A) Nothing stated within this grievance procedure shall deny a member, group of members, or the Union any rights available at law to achieve full and complete redress of any personal legal rights before a forum (court or agency) independent of this Contract, except as provided for by Subsection (B), (B) (1) and (B) (2) of this Section.

(B) The Grievance Procedure provided for by this Contract shall be the favored method for resolving questions or disputes. Nothing in this Grievance Procedure shall deny Bargaining Unit employees or the Union any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission (except where arbitration is requested as provided for by Section 4 (G) of Article 5), or to file charges with the State Employment Relations Board when either of these agencies properly have jurisdiction over the subject matter.

(1) However, once a Bargaining Unit employee, or the Union, elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court of competent jurisdiction or administrative tribunal takes jurisdiction over the complaint, dispute or charge, then in that event, the Bargaining Unit employee, or the Union, is thereafter precluded from seeking a remedy under this Procedure.

(2) Further, once a grievance is submitted to arbitration under Section (E) of Article 5 of this Contract, then the grievant is precluded from seeking a remedy under an administrative tribunal or court of competent jurisdiction, including but not limited to, the Civil Service Commission.

Section 4. Grievance Procedure.

(A) It is the mutual desire of the City and Union to provide for prompt adjustment of all grievances, with a minimum amount of interruption or disruption to the work schedules.

(B) Every responsible effort shall be made by the City and Union to effect the resolution of grievances at the earliest possible step. In furtherance of this objective, and in order to facilitate a more orderly procedure to resolve grievances, the following format for the respective departments of the Bargaining Union members will pertain:

(1) Police/Fire Department

- Step one (1): Chief
- Step two (2): Safety Director
- Step three (3): Mayor
- Step four (4): Arbitration

(2) Street Department

- Step one (1): Street Superintendent
- Step two (2): Service Director
- Step three (3): Mayor
- Step four (4): Arbitration

(3) Parks & Recreation Department

Step one (1): Parks & Recreation Director

Step two (2): Parks & Recreation Commission

Step three (3): Mayor

Step four (4): Arbitration

(4) Administrative Office/Clerical

Step one (1): Department Head/Director

Step two (2): Mayor

Step three (3): Arbitration

(C) An employee having a grievance shall first attempt to resolve the grievance with their immediate supervisor. Such attempt at resolution shall be made by the grievant not later than seven (7) calendar days following the event or circumstances that gave rise to the grievance, or not later than seven (7) calendar days after these events or circumstances first became known or should have been known to the grievant.

(D) Step One: Division Head

(1) Should the grievant not be satisfied with the response of the immediate supervisor, then in that event, the grievant may appeal the grievance to the Division Head, provided such position is occupied in the organizational structure of the applicable division.

(a) The grievant shall initiate his or her next step of the appeal not later than seven (7) days after receipt of the immediate supervisor's response by:

- (i) Delivering a copy of the Grievance Form,
- (ii) A copy of each written responses from all prior steps,
- (iii) Copies of any other pertinent documents, which the grievant, or Union, believes may help clarify the nature of the grievance, or supports the conclusion sought.

(b) The Division Head shall date-stamp the Grievance Form on the date of its receipt.

(c) Any grievances submitted later than the permitted seven (7) days allowed shall not be considered, and the Division Head shall notify the grievant accordingly.

(2) After investigating the facts supporting the grievance, and not later than ten (10) calendar days after his or her receipt of the

Grievance Form, the Division Head or designated representative, shall schedule and conduct a meeting to discuss the grievance with the grievant.

(a) The grievant may be accompanied to the meeting by the Department Steward or the Grievance Chairman.

(b) The Division Head or designated representative may be joined in the meeting by not more than one representative of the City administration.

(c) At the meeting called for by this Step, the grievant and/or the Union's Representative shall be permitted to give a full and complete explanation of the grievance, and such other material facts or circumstance supporting the grievant's position.

(d) Not later than seven (7) days after the meeting required by this Step, the Division Head shall submit to the grievant, and the Bargaining Unit's Grievance Chairman, a full and complete response to the grievance. The Division Head shall:

(i) Append his or her written response to the grievance form, and

(ii) Date and sign his or her response, and

(iii) Return one copy of the response to the grievant on a separate copy to the Bargaining Unit's Grievance Chairman.

(iv) Should the grievant not be satisfied with the Division Head's response to the grievance at Step Four, then in that event, the grievant shall notify the Division Head, and the Grievance Chairman, in writing, not later than seven (7) days after receipt of the Division Head's response of the grievant's desire to proceed to Step Five of this grievance procedure.

(E) Step Two: Department Head, Office of the Director

(1) Should the grievant not be satisfied with the response received at Step One, then in that event, the grievant may appeal the grievance to the Department Head, provided:

(a) The grievant shall initiate his or her next step of the appeal not later than seven (7) days after receipt of the Step Four response, by:

(i) Delivering a copy of the Grievance Form containing all written responses from all prior Steps,

(ii) Together with any other pertinent documents, which the grievant, or Union, believes may help clarify the nature of the grievance, or support the conclusion sought, to the office of the Department Head.

(b) The Department Head shall date-stamp the Grievance Form on the date of its receipt.

(c) Any grievances submitted later than the permitted seven (7) days allowed shall not be considered, and the supervisor shall notify the grievant accordingly.

(i) After investigating the facts supporting the grievance, and not later than ten (10) calendar days after his or her receipt of the Grievance Form, the Department Head or designated representative shall schedule and conduct a meeting to discuss the grievance with the grievant.

(2) The grievant may bring to the meeting the Department Steward or Grievance Chairman.

(3) The Department Head, or designated representative, may be joined in the meeting by not more than one representative of the City administration.

(a) At the meeting called for by this Step, the grievant and/or the Union representative shall be permitted to give a full and complete explanation of the grievance, and such other material facts or circumstance supporting the grievant's position.

(b) Not later than seven (7) days after the meeting required by this Step, the Department Head shall submit to the grievant, and the Bargaining Unit's Grievance Chairman, a full and complete response to the grievance. The Department Head shall:

(i) Append his or her full and complete written response to the grievance form, and

(ii) Date and sign his or her response, and

(iii) Return one copy of the response to the grievant and a separate copy to the Bargaining Unit's Grievance Chairman.

(4) Should the grievant not be satisfied with the Department Head's response to the grievance at Step Two, then in that event, the grievant shall notify the Department Head and Grievance Chairman, in writing, no later than seven (7) days after receipt of the Department Head's response of the grievant's desire to proceed to Step Three of this Grievance Procedure.

(F) Step Three: Appointing Authority.

(1) As required by the Charter of the City of Whitehall, the government of the City is entrusted to five (5) separately elected officials, who have exclusive management and control over the areas of defined responsibility as the appointing authority. The elected officials are:

(a) Mayor: Office of the Mayor, Service Department and Safety Department

(b) City Attorney: City Attorney's Office

(c) City Auditor: City Auditor's Office

(d) City Treasurer: City Treasurer's Office

(e) President of Council: City Council Clerk's Office

(2) In the case involving the Parks and Recreation Department, the Appointing Authority is the Chairman of the Parks and Recreation Department.

(3) In the case of the Civil Service Commission, the Appointing Authority is the Chairman of the Civil Service Commission.

(4) The grievant or the Bargaining Unit's Grievance Chairman shall present the grievance to the office of the Mayor, or similarly elected or appointed official, appending thereto all relevant documentation from prior Steps and any additional material deemed pertinent to the response.

(a) The Appointing Authority shall schedule and conduct a meeting with the grievant not later than seven (7) days after receipt of such presentation, unless the parties should mutually agree to a longer period of time.

(b) The Mayor, or similarly elected or appointed official, may have not more than two (2) City representatives in attendance at this meeting.

(5) The Bargaining Unit's Grievance Chairman, and a Representative of the Union, may accompany the grievant to the meeting with the Mayor, or similarly elected or appointed official. Representatives, not specifically designated, may be in attendance, but only upon advance mutual agreement among the parties designated to attend.

(a) Such additional representatives may have a voice for input which might be beneficial in attempting to bring resolution to the grievance.

(b) The grievant and his representatives shall be permitted to give a full and complete explanation of the grievance and such other material facts or circumstances relating thereto.

(c) Not later than ten (10) days following the conclusion of the meeting, the Mayor, or similarly elected or appointed official, shall furnish a written response. In responding to the grievance, the Mayor or similarly elected or appointed official shall:

(i) Affix his or her full and complete written response to the form, appending thereto all relevant documentation from prior Steps and any additional material deemed pertinent to the response; and

(ii) Sign and date his or her written response, stating therein the identity of all persons who shall receive copies of the response; and

(iii) Return one copy of the written response to the grievant, with all appended documents; and

(iv) A separate copy, with all appended documents, shall be sent to the Bargaining Unit Grievance Chairman.

(G) Step Four: Arbitration.

(1) Should the grievant not be satisfied with the Mayor's or similarly elected or appointed official's response to his or her grievance at Step Three, he or she shall notify the Mayor or similarly elected or appointed official, and the Bargaining Unit's Grievance Chairman, of his or her desire to proceed to Arbitration.

(a) The Bargaining Unit's Grievance Chairman, or other Union Grievance Representative shall present the grievant's request for arbitration to the Union President not later than five (5) calendar days after receipt.

(b) Should the Union decide to proceed to Arbitration with the grievance, the Union President shall so advise the City by formal written notification of the intent to seek Binding Arbitration.

(c) This written notification shall be delivered by hand or received by the Mayor, or similarly elected or appointed official, not later than fourteen (14) days after the receipt of the Mayor's written response at Step Six.

(2) Lack of timely filing as provided for herein is jurisdictional, and the failure to make a timely filing is deemed to be an abandonment of the grievance.

(3) Procedures to be followed for referral to binding arbitration are stated at Article 6 of this Contract.

Section 5. Time Off for Presenting Grievances.

(A) A grievant, and the Department Steward or Bargaining Unit's Grievance Chairman, shall be allowed time off from regular duties, with pay, for attendance at scheduled meetings under the Grievance Procedure. The grievant, and the Department Steward or Bargaining Unit's Grievance Chairman, shall be responsible for giving adequate prior notice to and obtaining the prior approval of their respective supervisors.

(B) Grievance meetings at Step One, Two or Three shall be held at time mutually agreeable to the parties involved.

(C) The Department Steward or Bargaining Unit's Grievance Chairman, or grievant, shall be responsible for giving adequate prior notice and obtain the prior approval from the grievant's immediate supervisor, in advance of conducting a meeting or consultation with the grievant during duty or working hours.

(D) Such approval by the supervisor to conduct a meeting, or consult with the grievant during duty or working hours, shall not be unreasonably withheld. The meetings between a grievant and the Bargaining Unit's Grievance Chairman shall be held at a City facility or the Union office.

(E) The Department Steward or Bargaining Unit's Grievance Chairman shall be allowed adequate time off the job, with pay, to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld; the withholding of such approval shall result in an automatic, equivalent day's extension for each day of delay of the time limits within which a grievant must appeal his or her grievance or have it heard.

Section 6. Time Limits.

(A) It is the declared intention of the City and the Union that all time limits herein stated as a function of the Grievance Procedure shall be strictly observed. However, to the end of encouraging thoughtful responses at each Step, the designated representative of the City and Union may mutually agree, at any Step, to short time extensions.

(1) Any such agreement shall be in writing and signed by all of the parties.

(2) In the absence of extensions, and if a timely response has not been made as required, then in that event, the grievant at Step One, Step Two or Step Three may move the grievance to the next Step.

(3) In the event that a response is not timely made at Step Three, the grievant may presume the grievance to have been granted by the City in full, and, the City shall immediately implement the requested remedy.

(B) Failure of the grievant to appeal within the specified time limits shall be jurisdictional, shall constitute a complete waiver of the subject matter asserted, and shall be deemed a complete withdrawal of the grievance.

(C) Any Step in the Grievance Procedure may be waived by mutual consent of the intermediate supervisor and the grievant.

(D) Should a grievance be asserted that is not within the jurisdictional limits of the grievant's department, then in that event, the grievance may

be processed through the elected or appointed official, as defined by Section 4 (H) of Article 5, whose actions may have given rise to the grievance, if different than that of the grievant.

(1) In the event that the grievance must be diverted to another elected or appointed official having jurisdiction over the subject matter, then in that event, the elected official shall be allowed seven (7) calendar days to research the issue and respond, which shall be deemed as automatically allowed pursuant to the authority granted by this Subsection, and, shall function as an automatic time extension for the referring respondent.

(E) It is recognized that a grievance may involve more than one grievant, or more than one department. In that event, a Union or Group grievance may be the necessary method to obtain a full, complete and satisfactory resolution of all issues presented.

(1) In the event of a Union or Group grievance, the process shall be initiated at Step Two not later than seven (7) calendar days following the events or circumstances that gave rise to the grievance, or, within seven (7) calendar days after the event, or circumstances first became known or should have become known to the Union or Group of grievants, or that the grievance involves issues that cannot be settled within the division or department to which the several grievants are assigned.

(2) The Union, or Group of grievants, shall have the burden of going forward to establish:

(a) That the condition involves more than one department, or more than one individual member of the Bargaining Unit; and

(b) That the condition of timely filing has been strictly met by establishing that the Union or Group of grievants did not know, or could not have known, of the condition or circumstances prior to the seven (7) calendar days allowed.

(c) That it is in the best interests of the City and Union that the matter should be processed as a Group grievance.

(d) That the processing of an individual grievance is impractical.

(3) In all cases of Group grievances, one member of the Bargaining Unit shall be named as the typical grievant for the purpose of attending conferences or other processes.

(a) It shall be the responsibility of the typical grievant, or the Union, to provide status information to all other grievants that may be otherwise involved.

(b) Processing of a grievance as a Group or Union grievance to finality shall be considered as binding upon all other members of the Bargaining Unit.

Section 7. Time Computation.

(A) All time stated herein shall be in reference to calendar days, which:

(1) If the time stated is less than seven (7) calendar days, it shall not include Saturdays, Sundays or Holidays.

(2) If the time stated is seven (7) or more calendar days, then all Saturdays, Sundays and Holidays shall be included.

(B) Determination of required dates shall be obtained by excluding the first day and including the last day of the time stated for performance of a function.

(C) If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance, a grievance appeal, or a grievance response, then in that event, the grievant or responding official shall be permitted to file the grievance or grievance appeal on the next following business day on which such office is open.

Section 8. Representatives in Meetings.

(A) In each Step of the Grievance Procedure outlined in Section 4 of Article 5, certain specific Representatives shall be given approval to attend the meetings therein prescribed. The representatives shall include:

(1) On behalf of the City,

(a) The City Attorney and/or the Director of Human Resources

(b) One or more of the affected Department Heads or his or her designee.

(2) On behalf of the Union,

(a) The Departmental Steward, or the Bargaining Unit Grievance Chairman

(b) Union Local President, or his designee.

(B) It is expected that during the course of a routine, non-complex grievances, or one not involving more than the grievant's specific department, there will be only one Union Representative or one City representative in attendance at such meetings, that being the Departmental Steward or the Bargaining Unit's Grievance Chairman and the Supervisor of the Section or division of the department to which the employee is then assigned.

(1) 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 by Subsection 8 (A) (1) or 8 (A) (2) of this Article, may be in attendance.

(2) It is the acknowledged intention of this Section that either party may bring additional representatives to any meeting in the Grievance Procedure, provided:

(a) There shall be sufficient advance notice of the intention of either party to have additional representation present; and,

(b) There shall be mutual agreement, reached in advance, by and between the parties, that specifically designated representatives may attend the session to be conducted.

(c) The criteria for determining whether additional representatives may attend the session, and have a voice during the session, shall be governed by the test of whether such representative's attendance may be beneficial to resolving the grievance in an expeditious manner.

Section 9. Grievance Forms. The City and Union shall mutually develop a Grievance Form. Approved Grievance Forms shall be supplied by the Union and made available to all Departmental Stewards and the Bargaining Unit's Grievance Chairman. The approved form will be attached to the agreement for reference.

Section 10. Excluded Days.

(A) For the purpose of counting time, "calendar days", as used in this Article, will not include prior approved leaves of either the grievant or the responding supervisors.

(B) In all cases where an approved leave has been encountered, that circumstance shall be an automatic day for day extension.

(C) In all cases where an approved leave may delay the proceeding by stopping the clock, it is the responsibility of the person seeking the extension to notify all parties in writing of:

- (1) The date of departure; and
- (2) The date of return; and
- (3) The amended date that the grievance shall be filed of record, or shall be responded to as required by this procedure.

Section 11. Legal Opinion.

(A) Section 131 of the Charter of the City of Whitehall provides that the Council, the Director of any department, or any officer, board, or commission not included within a department, may request in writing the oral or written opinion of the City Attorney upon any question of law involving their respective powers or duties.

(B) At any point in the processing of a grievance, either the Union or the affected supervisor may request of the City Attorney a written opinion as to jurisdiction of the issue being presented.

(C) A request made to the City Attorney shall act as an automatic day for day extension of the allowed time, and the time shall not begin to run until the legal opinion is rendered and duly received by the affected parties.

(D) The City Attorney may be requested to render an opinion upon:

- (1) Any question of law pertaining to jurisdiction of the department to resolve the grievance; and
- (2) Interpretation of any portion of the Whitehall Codified Ordinances; and
- (3) Application of any Ordinance that may be at issue, or claimed to be authority by either labor or management.

Section 12. Grievance Chairman.

(A) The Union President, or his designee, shall appoint an employee from the Bargaining Unit to serve as Grievance Chairman.

(B) The Union President, or his designee, shall also name an alternate who shall serve as Grievance Chairman in the absence or unavailability of the Bargaining Unit's Grievance Chairman.

(C) The authorized functions of the Bargaining Unit's Grievance Chairman shall include the following:

(1) Attendance at any City and Union joint meeting relating to employee relations and/or grievances; and

(2) Representing the Union in the process of investigating and processing grievances in the Grievance Procedure; and

(3) Providing general supervision and coordination of grievances in progress; and

(4) Acting as liaison between the City and the Union on matters concerning grievances; and

(5) Supervise the activities of the several department stewards as to the processing of grievances or other Union business.

(D) Each Grievance Chairman shall be released from normal duty hours, upon notifying his or her supervisor, and obtaining consent thereof, to participate in the aforementioned grievance-related duties without loss of pay or benefits.

Section 13. Departmental Stewards.

(A) The Union President, or his designee, shall appoint one or more Stewards for each of the several departments, or may combine two or more departments to be represented by only one Steward.

(B) Departmental Stewards shall serve under the general supervision of the Grievance Chairman of the Bargaining Unit.

(C) The Union President, or his designee, shall also name an alternate departmental Steward who will serve in the absence or unavailability of the department Steward.

(D) The authorized functions of the departmental Steward, as determined by the Union, may include the following:

(1) Attendance at any City and Union joint meeting relating to employee relations and/or grievances;

- (2) Representing the Union in the process of investigating and processing grievances in the Grievance Procedure;
- (3) Providing general supervision and coordination of grievances in progress; and
- (4) Acting as liaison between the City and the Union on matters concerning grievances.

ARTICLE 6

BINDING ARBITRATION

Section 1. Referral to Arbitration.

- (A) If the grievance is resolved at Step Three, implementation will take place as mutually agreed by the parties.
- (B) If a grievance is not satisfactorily resolved at Step Three, the employee and/or the President of the Union may submit a request, to the Mayor or similarly elected or appointed official, or his or her designated representative, to arbitrate the grievance not later than fourteen (14) calendar days following the date of the response outlined by Step Three, as defined within Subsection 4 (G) of Article 5.
- (C) If the grievance involves legal interpretation of a Statute, Ordinance or regulation, then the parties may by mutual consent, refer the question to the City Attorney, pursuant to Section 31 of the Charter of the City of Whitehall, as incorporated into this Contract by Section 11 of Article 5.
- (D) If the grievance involves interpretation of a provision of this Contract, the parties may by mutual consent, refer the question to the Interpretation Committee as provided for by Section 161.22 of the Administrative Code.
- (E) Failure to request arbitration shall render the issue settled, and have the effect of construing the grievance as withdrawn.

Section 2. Selection of the Arbitrator

- (A) Not later than fourteen (14) calendar days following the receipt of the Union President's written notification of the Union's intention to proceed to arbitration, the Mayor or similarly elected or appointed official, either personally or through an appropriate designee, and the Union President or his designee, shall consult and attempt to select an impartial Arbitrator by mutual agreement.

(B) In the event these Representatives cannot reach agreement upon the selection of an Arbitrator, then in that event, by joint letter the parties shall request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit the names of not less than seven (7) Arbitrators in the State of Ohio from which the City and the Union shall select one by mutual agreement.

(C) If an agreement cannot be reached as to one mutually acceptable Arbitrator from the list of names provided, then in that event, an Arbitrator shall then be selected by the Representatives of the parties by alternately striking names and selecting the final remaining name.

(D) Either party shall have the option to completely reject the list of names and request another list only once.

Section 3. Authority of Arbitrator.

(A) The Arbitrator shall conduct a full, fair and impartial hearing upon the grievance as presented, which shall be limited to hearing testimony and receiving documentary evidence as submitted by either or both parties, unless the parties mutually agree to submit their dispute as upon written stipulations.

(1) For the purpose of conducting the arbitration hearing, neither the Ohio Rules of Civil Procedure nor the Ohio Rules of Evidence shall apply.

(2) Either party may object to the authenticity or completeness of a document, and thereafter, reserve to keep the record open until the objecting party has the opportunity to supplement the record.

(3) Each party shall supply the other a complete list of witnesses to be called, and the documentary evidence to be submitted.

(a) The party requesting arbitration shall make the required disclosure of witnesses and evidence not later than ten (10) calendar days before the scheduled hearing.

(b) The responding party shall make the required disclosure of witnesses not later than five (5) calendar days before the hearing.

(4) Failure of either party to disclose a name or evidence to be submitted shall preclude the testimony of the witness or the introduction of the evidence.

(B) The Arbitrator shall not have the authority to make any addition to, subtraction from, modify, change or alter any provisions of this Contract.

(C) The Arbitrator shall expressly confine himself or herself to the precise issue(s) of the grievance, as submitted for arbitration by the City and Union and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him or her.

(D) The Arbitrator shall not issue any personal reflections, observations, commentary, declarations or opinions which are not directly essential in reaching a decision on the issue(s) presented.

(E) The Arbitrator shall not establish any new or different wage rates which have not been negotiated as part of this Contract.

(F) In disciplinary cases, the Arbitrator shall have the authority to affirm, disaffirm or modify the discipline imposed by lawful authority.

(G) The question of arbitrability of a grievance may be raised by either party, at any time, before the Arbitrator hears the merits of the grievance.

(1) If a question of arbitrability is raised, the Arbitrator may either rule on this issue, or reserve a ruling upon the issue, and hear the merits of the grievance before issuing a ruling upon the deferred issue of arbitrability.

(2) If the issue of arbitrability is not raised prior to the hearing, the issue shall be deemed as waived by both parties.

(H) The decision of the Arbitrator shall be final and binding upon the Union, their grievant and the City, excepting therefrom, that either party may seek to vacate the decision pursuant to Section 2711.10 Revised Code, and only for the grounds stated therein.

(1) In all cases, the Arbitrator shall cite the precise authority that he or she has relied upon to reach a decision, regardless of the fact that the authority may be one or more provisions of this Contract, statutory, or decided case law.

Section 4. Arbitration Costs.

(A) 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 witness shall be borne, if at all, by the party calling the witness.

(B) The fees which may be due the Court Reporter shall be paid by the party asking for a verbatim record of the proceeding.

(C) In the event that both parties request a verbatim transcript be prepared by the official Court Reporter in attendance, then in that event, the full cost of the Court Reporter's time and service fees to prepare the transcript shall be divided equally between the parties unless the City or Union interpose a timely objection to the request for a transcript.

(D) Any affected member in attendance for an arbitration hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

(E) All employees of the City shall be paid no more than straight time for attendance at any arbitration hearing.

(F) All costs directly related to the services of the Arbitrator shall be paid by the losing party.

(G) If there is a dispute as to who is the losing party, then in that event, 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.

(H) Nothing herein precludes the parties' ability to reach a settlement wherein the Arbitrator's fees are allocated by mutual agreement of the parties.

Section 5. Arbitrator's Award. The Arbitrator's decision will be in writing and should be provided to the Union and the City within thirty (30) days from the date the hearing record is closed.

Section 6. Notice of Appeal.

(A) Should either party seek judicial affirmation, vacation, modification or correction of an arbitration award, then in that event, Section 2711.09, et seq., of the Revised Code shall apply.

(B) The Court of Common Pleas for Franklin County, Ohio, shall be the only court of competent jurisdiction to entertain the application filed by either party pursuant to this Section.

(C) In the event that either party shall seek judicial review, that party shall notify all other concerned parties forthwith, but in no event shall it be later than three (3) calendar days from the filing to seek judicial review.

ARTICLE 7

UNION REPRESENTATION

Section 1. Selection.

(A) As provided for by Sections 12 and 13 of Article 5, the Union reserves the exclusive right to select the Employees' Bargaining Unit Representatives.

(B) The City shall have no right to object to the persons selected to be representatives of the Union, except as provided by Subsection 1 (C) hereafter.

(C) The Union pledges that it shall incur no increased liability to the City by requiring the attendance of multiple representatives without a just purpose for such attendance.

Section 2. Notification. The Union shall notify the City, in writing, of the name of the Bargaining Unit's Grievance Chairman, or department Steward, prior to their acting in that capacity.

Section 3. Content of Notice.

(A) The Union shall furnish the City with a written list of the names, addresses, and home phone numbers of all Union officers, departmental Stewards, Grievance Chairman and Legal Counsel.

(B) If neither party intends to utilize outside Counsel for the purpose of administering this Contract during its life, then Counsel's name may be omitted.

(C) Further, the Union shall promptly notify the City in writing of any changes in the names, positions, or pertinent information contained therein.

Section 4. Appearances.

(A) The Union Steward or Bargaining Unit's Grievance Chairman may represent the Union or Union members in matters set forth in the Grievance Procedure and in pre-disciplinary hearings in the Corrective Action Article.

(B) All time spent in the grievance meetings, pre-disciplinary hearings, arbitration hearings, or meetings with Management shall be without loss of pay or benefits.

Section 5. Consultation with Representatives.

(A) An employee shall be given reasonable time (approximately 15 minutes, but may be extended if necessary) by his or her Supervisor without loss of pay or benefits to consult with the department Steward or Bargaining Unit's Grievance Chairman concerning grievances and pre-disciplinary hearings.

(B) Any time an employee spends as either a grievant or a witness in a grievance, pre-disciplinary hearings or arbitration hearings shall be without loss of pay or benefits.

Section 6. Substitution of Representatives. Any Union representative may act in place of the Steward or the Bargaining Unit's Grievance Chairman concerning the consultation of, or representation in, any grievance or disciplinary proceedings, provided, that the City shall be given advance notice so as to avoid any misunderstanding of the stoppage of work.

ARTICLE 8

NEGOTIATIONS

Section 1. Committees.

(A) The Union and the City shall have the right to select their own Negotiations Committee and to change Committee members at will.

(B) The Union specifically reserves the right to have the Union President, or his designee, and three (3) Union Representatives, selected by the Union, to serve as members of the Negotiations Committee.

Section 2. Good Faith Bargaining.

(A) The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith shall mean:

(1) The absence of bad faith, doing or causing an act to be done for an ulterior motive; and

(2) Avoid the incurrence of delay; and

(3) Deal with the chosen representatives of the other; and

(4) Deal with the other honestly and in a bona fide effort to reach agreement; and

(5) Meet at such reasonable times and places to promote harmony, fair dealing so as to facilitate negotiations; and

(6) Obtain in advance the requisite and possess the necessary authority to make proposals, and counter-proposals, to compromise, and to make agreements subject to final ratification; and

(7) Not assume positions at the beginning which the party describes as fair and firm, and thereafter not subject to further negotiations.

(B) Good faith bargaining shall not be construed or suggest, that either party is compelled to agree to a proposal, nor does it require the making of a concession.

Section 3. Information Furnished.

(A) Each party shall provide to the other a proposed agenda of issues to be discussed not later than thirty (30) days prior to the first bargaining session, that may be called by either party, to discuss the terms, conditions and provision of a new contract.

(B) The parties shall be obligated to provide each other with historical or currently relevant financial and other information, as may be requested.

(C) The parties acknowledge that timely receipt of essential data is necessary for each party to develop proposals, counter-proposals, and to negotiate in good faith.

(D) In the event that documentary information is requested by either party, and the data is not readily available, then in that event, the requesting party shall be provided a good faith estimate of the time required to obtain the data, and shall be subsequently advised if the proposed schedule cannot be met.

Section 4. Private Meetings.

(A) The parties agree to negotiate in private meetings, as authorized by law, pursuant to Section 4117.21 of the Ohio Revised Code.

(B) The parties agree to conduct meetings at least once every week, unless mutually agreed otherwise.

(C) The parties agree to meet during a period beginning not less than one hundred twenty (120) days before the expiration of this Contract.

(D) The parties agree that by mutual consent, negotiations for a new contract may commence sooner than the 120th day prior to the expiration of this Contract.

(1) Should either party elect to commence negotiations earlier than the 120th day prior to expiration of this Contract, then in that event, the requesting party shall advise the other in writing not less than thirty (30) calendar days prior to the requested date of commencement of negotiations.

Section 5. Spokesman.

(A) The Negotiation Committees will formally communicate with each other through a spokesman named by each party.

(B) The spokesman shall be required to give timely notice as required by this Contract, and that notice shall always be in writing with copies to each of the several members of the separate negotiation committees.

Section 6. Informal Minutes.

(A) When in the course of negotiations a tentative agreement is reached upon any matter, then in that event, the parties agree to promptly prepare a "Memorandum of Tentative Agreement," to memorialize the attaining of an agreement upon an issue.

(1) The memorandum shall be signed by each member of the negotiation committee for each of the respective parties.

(2) Each party shall be provided a duplicate original copy of the memorandum.

(B) Each party may informally keep its own minutes or written records of the negotiations, but in no event shall such informal notes be deemed binding upon either committee.

(C) No official transcript of the negotiations will be maintained.

Section 7. Caucus and Adjournment.

(A) Either party has the right to call a caucus, at any time.

(B) Either party has the right to adjourn the negotiations session subject to meeting again upon a date set as certain prior to adjournment.

(C) Either party has the right to call a short recess, for a period not to exceed thirty (30) minutes, unless a longer period is mutually agreed upon by the parties.

(D) Neither party may adjourn a meeting by “walking out in a fit of temper.” Such a display will be considered a recess not to exceed the thirty-minute rule.

Section 8. Negotiations Committee.

(A) Each member shall serve the Negotiations Committee on a full pay status, at straight time hourly rate, during negotiations for a new contract, or for the modification of this Contract.

(B) The Union, through the President, or his designee, shall notify the Department Head of the names and normal shifts of each of the Committee members prior to the first scheduled negotiations date.

(C) Upon prior notification to their supervisors, employees selected for the Negotiations Committee, shall be allowed reasonable time off duty, on pay status, to attend work sessions of the Negotiations Committee during the course of negotiations.

Section 9. Ratification by Council.

(A) When a tentative agreement has been reached upon a new contract, or modification of an existing agreement, then in that event, the City shall submit to the City Council a request for approval of the tentative agreement, appropriation of funds, and for approval of any other matter requiring the approval of the City Council, necessary to implement the agreement reached by the Negotiation Committees.

(B) The proposed settlement shall be submitted to Council not later than fourteen (14) days of the date upon which the parties have reached a tentative agreement upon all issues.

(C) The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City, by its authorized contracting authority, signs the Contract submitted to Council for ratification.

(D) The Union must submit the tentative agreement to the members of the Bargaining Unit for ratification not later than thirty (30) days following the reaching of a tentative agreement.

(E) At the expiration of the time stated, the Contract thereupon becomes binding upon the City, City Council, the Union and the employees of the Bargaining Unit without further action or activity.

ARTICLE 9

DISPUTE RESOLUTION

Section 1. Dispute Resolution Procedures.

(A) If, at any time after the fiftieth (50th) calendar day preceding the expiration date of this Contract, should the Union or the City be unable through negotiations to agree to the terms of a new Contract, either party may call for submission of all issues in dispute to fact-finding and subsequently submit the issues to conciliation.

(B) Should either party request fact-finding, or conciliation, then in that event, the procedure set forth at Section 4117.14 of the Revised Code and the applicable rules of the State Employees Relations Board shall be applied for the process.

(C) The parties each recognize and acknowledge that this Dispute Resolution Procedure is a mutually agreed upon process for Alternative Dispute Resolution Procedure, which specifically does not provide for the use of mediation, but in all other respects, follows the statutory dispute resolution procedure of Section 4117.14 of the Revised Code.

Section 2. Exceptions.

(A) Section 1 of this Article, notwithstanding, the parties may, by mutual consent, meet informally to discuss alternate proposals as an effort to resolve any issue without undue delay or expense.

(B) An informal meeting shall not be construed as a concession by either party, nor shall any comments made operate to the prejudice of any position assumed by either party.

ARTICLE 10

MANAGEMENT RIGHTS

Section 1. Management Rights and Responsibilities.

(A) The Union acknowledges that the City of Whitehall is a Charter City, pursuant to Sections 3 and 7 of the Ohio Constitution.

(B) Except to the extent otherwise limited, or modified, by this Contract, the City retains the right and responsibility 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 City, standard of services, its overall budget, utilization of technology and organizational structure;
- (2) Direct, supervise, evaluate and 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 any department, division, bureau or individual assignments;
- (8) Effectively manage the work force;
- (9) Take such actions as may be necessary to carry out the function, duties and responsibilities of a municipal government as may be imposed as a matter of law.

(C) By virtue of its expressed power, as contained within Section 2 of the Charter of the City of Whitehall, Council for the City may revise the table of authorized personnel; and Council may create or abolish positions as it deems appropriate.

Section 2. Matters not Subject to Bargaining and/or Grievance.

(A) The City is not required to bargain with the Union as to any subject reserved to the management and direction of the City, except as such subjects would affect wages, hours, terms and conditions of employment of employees, and/or the continuation, modification or deletion of an existing provision of this Contract.

(B) An employee, or the Union, may not raise a legitimate complaint or file a grievance based upon the Collective Bargaining Contract to

challenge any reserved power, granted by the City Charter, to an elected or appointed official.

ARTICLE 11

CORRECTIVE ACTION AND RECORDS

Section 1. Corrective Action for Cause.

(A) No employees shall be removed, reduced in pay or rank, suspended, be given a verbal or written reprimand, or otherwise disciplined, without just cause.

(1) For the purposes of this Contract, "just cause" shall mean a fair and honest cause or reason, regulated by good faith, and founded upon material and relevant fact.

(B) No employee shall suffer removal from a position, reduction in pay or rank, suspension, verbal or written reprimand or otherwise without:

(1) Being given written notice of the reason or authority for undertaking such action;

(2) Being given the opportunity to appear, before the responsible official initiating such action, and offer a defense to the action.

Section 2. Progressive Corrective Action.

(A) For all charges, other than insubordination, the principles of corrective action will be followed with respect to conduct which is not a specific violation of law.

(1) The charge of insubordination shall only be used when no lesser charge is otherwise applicable to the conduct considered insubordinate.

(2) In all cases, the benefit of the doubt, as to bona fide disputed fact, shall be in favor of the errant employee.

(B) The concept of progressive discipline shall include:

(1) An oral reprimand before a written reprimand;

(2) A written reprimand before a suspension; and

(3) A suspension before reduction in pay or rank; and

(4) A reduction in pay or rank before a removal for the same or related offenses.

(C) If the offense is of a serious nature, the Department Head may determine that a different sequence be utilized.

(1) The determination shall be reduced to writing, stating the authority supporting the conclusion reached.

(2) The Department Head shall make a finding of fact that supports, in all respects, application of the authority relied upon.

Section 3. Actions of Record.

(A) At any time an inquiry concerning a Bargaining Unit employee occurs wherein corrective action of record may result, the employee shall be immediately notified that such a result is possible.

(1) "Corrective Action of Record" shall mean:

(a) Written reprimand, or

(b) Suspension, or

(c) Reduction in rank or position, or

(d) Reduction of pay, or

(e) Removal from employment with the City.

(B) The parties each understand and acknowledge that a Supervisor may retain private written notes to document the giving of an oral reprimand. The formal documented oral reprimand shall only appear in an employee's personnel file. A documented oral reprimand will be removed from the file upon the request of the employee one (1) year after such action was taken, provided that at the time of such record removal no action of the same or similar nature has occurred.

(C) Incident interviews resulting from citizen complaints, may be maintained in an internal affairs file, which file shall not be considered part of an employee's personnel file.

(D) A departmental Hearing shall be held prior to the imposition of any suspension, removal and reduction in pay or rank, provided the City shall always retain the right to relieve an employee, with pay, pending the conclusion of such hearing.

Section 4. Departmental Hearings.

(A) Prior to any Departmental Hearing before the Department Head, the employee shall receive a written statement of all charges and specifications thereunder which may be pertinent to preparing a defense.

(1) In all cases, the employee shall be personally served with a copy of the written statement, or a copy mailed to him or her by certified mail should the employee be under suspension, on leave or absent without leave.

(2) The written statement shall be served together with adequate notification as to the hearing date, time and place.

(B) The employee shall also receive notification as to the nature of the evidence which is being relied upon to support the disciplinary charges and specifications.

(C) At Departmental Hearings, the charged employee shall:

(1) Be allowed to be represented by a Union Representative or an attorney of his or her choice;

(2) Be given an opportunity to cross-examine any adverse witnesses;

(3) Be allowed to call witnesses material to his or her defense;

(4) Be provided the opportunity to call rebuttal witnesses;

(5) Be provided the opportunity to submit documents in support of his or her defense to the charge.

(D) Hearings shall be held at the Bargaining Unit employee's Department unless an alternative site is mutually agreed upon by the parties.

(1) All hearings may be tape recorded and transcribed upon request by either party at the requestor's expense. Copies of the transcription will be furnished to the other party at no cost.

(E) An employee who is charged, or his or her Union Representative or Attorney, may make a written request for a continuance of the hearing.

(1) Such request shall be liberally granted where practicable at the discretion of the Department Head.

(2) The length of such continuance shall be mutually agreed upon.

(F) The City shall notify the affected employee, and the Union President, of any decisions reached as a result of a Departmental Hearing.

(1) A good faith effort shall be made to provide reasonable prior notification to the employee, or his or her Attorney, or the Union before any public statement concerning the decision.

Section 5. Defense Preparation.

(A) In all cases, the parties shall be governed by the concept of fundamental fairness and objectivity without regard to individual personality.

(B) No hearing shall be conducted unless there has been adequate notice and a reasonable period of time to prepare a defense.

(1) In all cases, a disciplinary hearing scheduled with less than five (5) working days' notice shall be deemed unreasonable, unless the parties agree to a shorter time.

(C) An employee who is charged, or his or her Attorney, may make a written request directly to the immediate Supervisor to review the affected employee's personnel file.

(1) Such request shall be granted within a reasonable time by the immediate Supervisor.

Section 6. Disciplinary Arbitration.

(A) An employee who is removed after a Departmental Hearing, may elect, with the approval of the Union President:

(1) To take an appeal of the Departmental Head's decision directly to binding arbitration under the provisions of this section, or,

(2) Make an election to proceed to perfect an appeal to the Civil Service Commission.

(B) No other matter may be taken to Binding Arbitration except as provided in Section 4 (I) of Article 5.

(C) Should arbitration be requested, the Civil Service Commission shall have no jurisdiction to hear the employee's appeal.

(D) Should arbitration not be requested, the employee retains the right to timely appeal his removal to the Civil Service Commission.

(E) If arbitration is selected, the process and procedure shall be as defined by Article 6 of the Contract.

Section 7. Duration of Records.

(A) All actions of record, as defined in Section 3 of this Article, shall be maintained in each employee's personnel file throughout his or her period of employment with the City, with the exception that any record of written reprimand, suspension or reduction in pay or rank will be removed from the file upon the request of the employee two (2) years after such action was taken, provided that at the time of such record removal no further corrective action of the same or similar nature has occurred.

(B) Written reprimands, suspensions or reductions so removed from a personnel file shall be sealed in a separate file and retained as required by law. Such removed files shall be deemed confidential, and shall have no force or effect in future disciplinary action.

(C) In any case in which an action of record is subsequently disaffirmed, modified, vacated in whole or part, then in that event, the employee's personnel file shall clearly indicate such disaffirmance, modification or vacation.

(1) At the employee's request the City shall also expunge records of the case from the employee's personnel file when such disaffirmance or complete vacation has occurred.

(D) In addition to the provision stated within paragraph (B) above, unfounded or unsubstantiated allegations or complaints of misconduct made against an employee, and appearing in the files of the City, shall not:

(1) Be considered as relevant or material to any future corrective action or promotional considerations,

(2) Nor shall any such information be shared outside the employee's regularly assigned Department.

Section 8. Review of Personnel Files.

(A) Every employee shall have the right to be allowed to review his or her personnel file, at any reasonable time, upon written request. Whether or not any matter is pending:

(1) An employee may authorize his or her Union Representative to review the personnel file.

(2) An employee may authorize his or her Attorney to review the personnel file.

(3) Such request shall be made to the Supervisor directly responsible for maintenance of such files.

(4) Review of the file shall be made in the presence of such Supervisor or his designated Representative.

(B) Except for supervisory and administrative personnel, possessing a justifiable and legitimate need to know, an employee's personnel file shall be deemed confidential and shall not be available for review by anyone. Exceptions to this provision are:

(1) As otherwise authorized by law;

(2) Upon subpoena issued by a court or administrative tribunals of competent jurisdiction;

(3) A demand made by the Civil Service Commission of the City of Whitehall.

(C) No information in an employee's personnel file will be shared with anyone outside the City administration, except as required by law.

(D) Notwithstanding the provisions of paragraph (B) of this Section, which may limit access to a member's personnel file, if a request is made to inspect and/or copy records within the member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with the proffered request, then in that event, the City shall first:

(1) Provide notification to the member of the nature of the proffered request, which notification shall be provided to the Bargaining Unit member 24 hours prior to the City's intended compliance with the request. Should the member be unable to be reached, contact will be made with a union representative; and

(2) Within this notification period, the Bargaining Unit member shall have the opportunity to take any one or more of the following actions:

(a) Insure that any material within the member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;

(b) Protest the City's intended compliance with the request by filing a written letter of protest with the Appointing Authority, which letter of protest shall be considered prior to the City's compliance with the request;

(c) Pursue any available remedy.

Section 9. Inaccurate Documents.

(A) Should any employee have reason to believe that there may be inaccuracies in documents contained within his or her personnel file, then in that event, the employee may notify the Appointing Authority in writing of the alleged inaccuracy.

(B) Material shall be removed from the file, and destroyed, when an employee's claim of inaccurate or unfair documentation is found to have merit, and therefore sustained by the Appointing Authority.

(C) In the event the Appointing Authority does not sustain the employee's claim that the document(s) is inaccurate or unfair, then in that event:

(1) The employee shall have the right to submit a written statement detailing his or her objections to the materials in question.

(2) If such a statement is prepared, then in that event, the employee's rebuttal statement shall be attached to the objectionable material within the employee's personnel file.

Section 10. Performance Evaluations.

(A) In all cases, the employee of the Bargaining Unit shall be provided the opportunity to review his or her performance evaluation before the document is inserted into the employee's personnel file.

(B) The employee shall be provided the opportunity to acknowledge his review by affixing his signature to the document.

(C) An employee's signature on any performance evaluation shall be construed by the parties hereto as merely an acknowledgement that the employee has read the document before being inserted into the personnel file.

(D) In all cases, the presence or absence of an employee's signature shall not be construed as a representation that the employee has concurred or

objected to any part or all parts of the contents or comments contained within the performance evaluation.

(E) The employee shall be the last person to sign a performance evaluation and no evaluative comments may be endorsed upon record copies thereafter.

(F) The employee shall immediately receive a copy of the evaluation in its final form when he or she signs it.

(G) The employee shall have the right to prepare a rebuttal statement opposing the ratings and comments appearing within the performance evaluation.

(1) In the event the employee prepares a rebuttal statement, such document shall be attached to the objectionable performance evaluation.

(H) Nothing within this Section shall preclude an employee from filing a grievance to strike the performance review.

(1) The Grievance procedure stated at Article 6 of this Contract shall apply.

Section 11. Placement of Material in Personnel File.

(A) It is the acknowledged intent of the parties that no irrelevant, immaterial or surplus material shall appear in any employee's personnel file.

(B) No document which does not clearly indicate, or include as a part of its normal distribution, a disclosure that a copy thereof has been furnished to the employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is simultaneously provided a copy.

(C) Anonymous material shall never be placed in the employee's personnel file.

ARTICLE 12

WORK RULES AND DIRECTIVES

Section 1. Work Rules.

(A) The City agrees that work rules, including departmental rules, regulations and policy shall be reduced to writing and shall be provided to

all Bargaining Unit employees electronically or via hard copy in advance of any implementation or enforcement.

(B) Work rules shall be applied and interpreted uniformly to all Bargaining Unit employees within a job description.

Section 2. Internal Review and Member Assistance Program.

(A) The City shall develop and maintain a policy and procedure regarding “Bargaining Unit Member Assistance Program” and “Internal Review Procedures” for the life of this Contract.

(B) If the City does not have a policy or procedure for a Bargaining Unit Member Assistance Program, then it is agreed that such a program shall be developed within a reasonable period of time; and

(1) The City shall review with the Union, in advance, the substance of the procedures and policies.

(2) The Union shall be provided an opportunity for suggestions, and safeguards, for the protection of Bargaining Unit members.

(C) Upon adoption of a fair, equitable and uniform policy and procedure, then in that event, the policies may not be changed by the City except:

(1) For good cause; and

(2) Giving the Union written notice of any proposed change; and

(3) Offering the Union an opportunity in a labor relations meeting to provide input as to any proposed change.

(D) No proposed changes in these policies shall be made without the Union being informed, as provided for within paragraph (C) of this Section, except in regard to application of current policies pertaining, or related, to any incident which occurred prior to the date the Union was first notified of any proposed policy change.

ARTICLE 13

LABOR RELATIONS AND MEETINGS

Section 1. Generally.

(A) The parties recognize the benefit of exploration and study of current and/or potential problems including department rules, regulations and policy.

(B) The City and Union, acting on behalf of the Bargaining Units, agree to hold labor relations and safety meetings at such times as may be necessary, upon written request of either party.

(1) The request shall include an agenda stating the matters to be discussed.

(2) In conducting the meetings, at least two Department Heads and the Mayor shall represent the City, and the Mayor may be the spokesman.

(3) On behalf of the Union, three employees of the Bargaining Unit, one of whom will be selected as spokesman, shall be the representatives.

(C) With prior approval from both parties, either party may bring additional individuals as may be helpful to clarify the item(s) to be discussed. The Committee shall not engage in collective bargaining.

(D) No subject matter shall be brought before the Labor Relations and Safety Committee that can be addressed in the existing Grievance Procedure, unless or until, such time as that procedure has failed to resolve the issue.

Section 2. Agenda.

(A) The proposed agenda shall contain a listing of all topics to be discussed at the meeting.

(B) As to each topic, the proponent for review shall state, at the minimum:

(1) The general nature of the topic; and

(2) The current policy, procedure or practice currently being employed; and

(3) The suggested change in the policy, procedure or practice; and

(4) Citation to any reference materials that are being relied upon to promote the change being suggested.

ARTICLE 14

SAFE EQUIPMENT

Section 1. Generally.

(A) The parties acknowledge that a safe place to work is a basic right, and should be promoted in the best interest of all.

(B) The City shall furnish and maintain in the best possible working condition, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties, within the limits of its financial capability.

(C) The Union agrees that it shall not unreasonably obstruct or hinder the implementation or operation of an employee's safety policy and procedure.

(D) Employees shall be responsible for the timely reporting of any unsafe conditions or practices, and injuries and shall:

(1) Be responsible for avoiding negligence; and

(2) Be responsible for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

ARTICLE 15

POLITICAL ACTIVITY

Section 1. Permitted Political Activity.

(A) It is acknowledged that any employee of the Bargaining Unit may engage in partisan and nonpartisan political activity within the City of Whitehall, provided, that the provisions of Section 124.57 are observed.

(B) A member may participate in political activity where such participation is directed towards the endorsement and support of partisan or nonpartisan political candidates solely on behalf of the Union, provided that the employee undertakes such participation while off-duty, while not in identifiable uniform and does not represent that his participation is either undertaken in his official capacity as an employee of the City or is sanctioned by the City.

(C) An employee is permitted outside the City of Whitehall to actively participate in partisan or nonpartisan political activity, provided that an employee undertakes such activity while off-duty, not in identifiable

uniform, and does not represent that such activity is either undertaken in his official capacity as an employee of the City or is sanctioned by the City.

ARTICLE 16

LAYOFFS/JOB ABOLISHMENT

Section 1. Reductions in Workforce. Should there be a reduction in the workforce, the City shall abolish positions and/or layoff employees in accordance with this Article.

Section 2. Layoffs.

(A) Should it become necessary to reduce the work force of any department, the least senior employee in continuous service time with the targeted department shall be first laid off.

(B) A laid-off employee has the right to fill an available vacancy or displace the employee with the least seniority in continuous service in the classification from which the employee was laid off or in a lower classification, in the following order:

(1) The employee who has been laid off shall have the right to displace the employee with the least seniority in continuous service within the same classification.

(2) If the employee who has been laid off has the least seniority in continuous service within the classification, the employee shall have the right to fill an available vacancy within the next lower classification in the classification series.

(3) If the employee who has been laid off has the least seniority in continuous service within the classification and no vacancies exist within the next lower classification in the classification series, the employee shall have the right to displace the employee with the least seniority in continuous service within the next lower classification.

(4) If the employee who has been laid off is unable to fill a vacancy or displace another employee in the next lower classification, the process described in (2) and (3), above will continue through the next successively lower classifications within the series.

(C) Each employee who is displaced by a more senior employee shall then have displacement rights as described above.

Section 3. Job Abolishment.

(A) Employees may be laid off as a result of abolishment of positions. When a position is abolished, the incumbent has the right to fill a vacancy or displace the next less senior employee in a specific classification, or any lower classification, regardless of which department the employee may be assigned, in the following order:

- (1) The employee whose position has been abolished shall have the right to fill an available vacancy in the employee's classification.
- (2) The employee whose position has been abolished shall have the right to displace the employee with the least seniority in continuous service within the same classification.
 - i. If the employee whose position has been abolished has the least seniority in continuous service within the classification, the employee shall have the right to fill an available vacancy within the next lower classification in the classification series.
 - ii. If the employee whose position has been abolished has the least seniority in continuous service within the classification and no vacancies exist within the next lower classification in the classification series, the employee shall have the right to displace the employee with the least seniority in continuous service within the next lower classification.
 - iii. If the employee whose position has been abolished is unable to fill a vacancy or displace another employee in the next lower classification, the process described in (3) and (4), above will continue through the next successively lower classifications within the series.
- (3) Each employee who is displaced by a more senior employee shall then have displacement rights as described above.

Section 4. Reason for Action. Layoffs or job abolishment may be effected by the City due to a lack of work, lack of funds or for any other nondisciplinary reason.

Section 5. Notice of Action.

(A) The City shall provide an employee who is to be laid off or displaced, with notice of the proposed action at least fourteen (14) calendar days prior to the proposed action being implemented.

(B) Notice shall be sent by certified mail, return receipt requested, to the employee's home address of record or hand-delivered to the employee, so that the notice is received on or before the fourteenth (14th) day prior to the layoff or displacement action.

(C) If the notice is hand-delivered, the recipient shall sign a receipt for the same.

(D) The notice shall contain the following information:

(1) The reason or reasons for the layoff or displacement.

(2) The effective date of the layoff or displacement.

(3) A listing detailing the employee's seniority ranking in relation to other employees of the Bargaining Unit.

(4) A statement advising the employee of such employee's reinstatement rights.

(5) A statement advising the employee of such employee's responsibility to maintain a current address with the Department.

Section 6. Reinstatement.

(A) Should an abolished position be recreated or reestablished within three (3) calendar years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) calendar years from the date of layoff or displacement, then in that event, the most senior employee in the point of service of those laid off within the Bargaining Unit shall be entitled to be recalled for the position provided that the employee is otherwise qualified to assume the position.

ARTICLE 17

MISCELLANEOUS PROVISIONS

Section 1. Contract Copies.

(A) As soon as possible, following the signing of this Contract, the City and the Union shall have the final contract draft prepared in booklet form, and reproduced with a sufficient quantity of copies for distribution to all Bargaining Unit Employees, Supervisors, Division Chiefs, Department Heads and Appointing Authorities.

(B) Actual costs of preparing this Contract for distribution, and any future copying of the Contract, in an amount the parties may later agree as being necessary, shall be shared equally by the City and Union.

(C) The Union shall be responsible for distribution of copies of the Contract to all Division Chiefs, Department Heads, Appointing Authorities and the Civil Service Commission.

Section 2. Job Description.

(A) The City shall maintain in the Civil Service Department an up-to-date job description for each classification of each employee affected by this agreement.

(B) In the event any job description is amended during the life of this agreement, within 30 days, the City will provide the Chief Steward an up-to-date copy. Copies will be made available to any member upon request.

Section 3. Commercial Drivers License. The City will reimburse the cost of Commercial Drivers License renewals for those who are required to maintain such as a condition of employment, to an amount not to exceed the base cost for the license required for the position.

Section 4. Leave Donation. The City shall institute a shared leave program to include employees covered by this Bargaining Agreement and shall remain in effect for the life of this Contract.

ARTICLE 18

WAGES

Section 1. Pay Plan.

(A) The City and Union have agreed to a three-year contract period

(B) The City and Union have agreed to a 2.25% increase for 2013; 2.25% increase for 2014 and 2.65% increase for 2015. These pay increases become effective on January 1st of each of these years.

(C) It was further agreed that the wage rates contained within the tables of the existing negotiated Contract, for calendar year 2009, shall serve as the

base number for calculating all increases in pay stated within this Contract.

(D) The pay schedules at the end of this Article indicate the straight time wages that shall be paid to members of the Bargaining Unit for each of the classifications and steps. Straight time wages for those members who are paid by range as listed in Section 161 of the Administrative Code shall be paid in accordance with that section.

(E) Shift Differential. When the majority of a Police Records Clerk's scheduled hours fall between 3:00 p.m. and 7:00 a.m., the Clerk shall receive shift differential pay in the amount of seventy-five cents (\$.75) per hour.

Section 2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan for the Bargaining Unit members as set forth in Section 1 of this Article.

(A) All employees may be advanced within a classification by attaining the minimum requirements for the next "Step" in accordance with the following:

(1) Placement in A Step

The A Step is the minimum rate, and shall be the starting rate for all newly hired personnel, regardless of classification, except for those persons hired for a position with a stated salary range; in that event, the progressive Steps within a classification shall have no application.

(2) Advancement to B Step

Subject to the provisions of Subparagraphs 2 (B)(10) and/or 2 (B)(11) of this Section, an employee shall be advanced to the B Step, by the Appointing Authority, on the employee's anniversary date upon the completion of one calendar year of service with the City.

(3) Advancement to C Step

Subject to the provisions of Subparagraphs 2 (B)(10) and/or 2 (B)(11) of this Section, an employee shall be advanced, by the Appointing Authority, to C Step on the employee's anniversary date upon the completion of two (2) calendar years of service, or after one (1) calendar year in B Step.

(4) Advancement to D Step

Subject to the provisions of Subparagraphs 2 (B)(10) and/or 2 (B)(11) of this Section, an employee shall be advanced, by the Appointing Authority, to the D Step on the employee's anniversary

date upon the completion of three and one-half (3 ½) calendar years of service, or one and one-half (1 ½) years in Step C.

(5) Advancement to E Step

Subject to the provisions of Subparagraphs 2 (B)(10) and/or 2 (B) (11) of this Section, an employee shall be advanced, by the Appointing Authority, to the E Step on the employee's anniversary date upon the completion of five (5) calendar years of service, or one and one-half (1 ½) calendar years in Step D.

(B) Provisions Applicable to all Employees

Notwithstanding the foregoing provisions of Subdivisions (A) (1) through A(5) of this Section, the rate of pay for persons affected by certain administrative actions, listed below, shall be as follows:

(1) Demotion – (Disciplinary) Whenever an employee is demoted for disciplinary reasons, he or she may be reduced by one Step in the pay class, or be reduced in Class if there is a Class vacancy for his type of work.

(a) He or she will remain within his same step in the Class to which he was reduced.

(b) When reduced by Step, he or she must serve a minimum of six (6) months in that reduced step before he can be promoted to the next step.

(2) Demotion – (Voluntary or Physical Disability)

(a) Whenever an employee requests, and is granted, a voluntary demotion, his or her rate of pay shall be at the same step in the lower class.

(b) Reduction to a lower Class, at the same Step, shall apply to an employee demoted due to physical disability.

(3) Promotion – Full-time Employees.

(a) When an employee is promoted, or re-appointed, so as to move ahead one class, then in the event, he or she shall retain the same Step he was in, in the former class.

(b) When an employee is promoted, or re-appointed, so as to move ahead in excess of one class, he or she shall be moved back one Step in the newly assigned class.

(i) In either event, as stated in division (b) above, time in a Step shall count toward his or her next step increase.

(c) When an employee, appointed from an eligible list established as a result of a promotional examination, would have been eligible for his or her advancement to a merit step raise within twelve (12) months from the date of promotion by reason of service in his or her prior rank or class, then in that event, he or she shall be eligible to receive his or her first merit increase after promotion on the same date that he or she would have been eligible for his or her next merit raise in his or her former class.

(4) Re-Appointment

Whenever an employee is re-appointed, or re-employed, his or her rate of pay, at the discretion of the Appointing Authority, may be paid at any Step in the class not to exceed the Step he or she was receiving at the time of his or her separation.

(5) Re-assignment

Whenever an employee is moved from a position in one class to a position in a different class, having the same rate of pay, his or her rate shall remain unchanged.

(6) Return from Leave of Absence

Whenever an employee returns from a leave of absence, his or her rate of pay shall be at the Step in the Class at which he or she was paid at the time his or her leave became effective.

(7) Return from Military Leave

Whenever an employee returns from military service, a period of active duty of not less than two years, he or she shall be reinstated in his or her former position at the Step which corresponds to the Step he or she received at the time of his or her departure, and, in addition, shall be granted a Step increase, not to exceed one Step, so as to approximate the position to which he or she would have been otherwise entitled, had he or she not entered military service.

(8) Transfer

Whenever an employee is transferred, inter-department, but within the same classification, in that event, his or her rate of pay shall remain unchanged.

(9) Upgrading

Whenever a classification for position, as inclusive of all persons then holding such classification, is reassigned as a group to a higher pay class, then in that event, all employees then occupying identical positions within the class, shall be paid at their same step in the higher pay class. Nothing herein provided shall prevent a new class title being established and reassignment of an employee to such newly established class.

(a) In the Service Department (street), when an employee assumes the duties of the Division Head in the excess of eight (8) hours in a calendar week, he/she shall be compensated at the higher for that time in excess of eight hours.

(10) Disapproval of Pay Step Advancement

(a) Notwithstanding the provisions of subdivisions (A)(2) through (A)(5) of this Section, the appointing authority may disapprove the pay Step advancement of an employee by promptly notifying the affected employee, and the Civil Service Commission, in writing, stating with clarity each of the reasons for disapproval of the pay Step advancement.

(b) The appointing authority shall notify the employee, and Civil Service Commission, not later than the due date of the employee's next step advancement.

(11) Procedure on Disapproval

(a) The employee may appeal in writing the disapproval of the appointing authority for the pay Step advancement.

(b) The appeal shall be delivered to the Mayor, who shall convene a Board of Review as provided for by Section 2 (H) of Article 23.

(i) In the event that one of the members of the Board is the disapproving official, then in that event, the official shall reclude himself or herself, and the President of Council shall be seated on the Board for the

purposes of hearing the appeal. If the President of Council is unwilling or unable to attend, then in that event, the City Treasurer shall be seated.

(ii) All hearings by the Board of Review, insofar as they pertain to this Section, shall be non-oral, and shall be limited to the existing record.

(c) Said appeal shall be made within ten (10) calendar days after receipt of the notice of disapproval.

(d) The Board of Review's decision on the appeal shall be final.

(e) The burden of proof shall be on the employee to establish abuse of discretion on the part of the appointing authority in disapproving a pay Step advancement.

(f) If the disapproval of pay step advancement is upheld by the Board of Review, the employee may be advanced by the appointing authority at a later time during the interim period, but before the next Step increase would have been normally given.

(12) Reason for Disapproval of Pay Step Advancement

The reasons for disapproval of a pay Step advancement, by the appointing authority shall include, but shall not be limited to:

(a) Tardiness, at least three or more times within a 30-day period or seven times during a calendar year.

(b) Excessive tardiness during the period since the last Step increase, which must be documented to establish the facts and conclusion.

(c) Excessive use of sick leave, for which the employee has failed to produce proof of the medical basis therefore.

(d) Immoral conduct, such as, a substantiated charge of sexual harassment, or abuse of position to obtain a personal benefit;

(e) Conviction of crime involving moral turpitude, such as, a crime defined by Chapter 529 of the Whitehall Criminal Code, or Ohio statutory provision of the same import.

(f) Failure to do the work in a timely manner as assigned by supervisor.

(g) Insubordination.

(h) A demonstration of lack of effort to satisfactorily perform the services required that cannot be attributed to any mental or physical disability, handicap, or work-related injury.

(13) Council Amendment Relating to Injustice

(a) Provisions of Article 18, Section 2 (B)(1) to 2(B)(9) inclusive, notwithstanding, in any case where, by reasons of unusual circumstances, the City and Union may mutually agree that rigid adherence to the principles stated within the cited provisions relating to salary adjustments would cause a manifest injustice, in that event, the City Council, on recommendation from the appointing authority, or the Civil Service Commission, may by Ordinance, make such amendments relating thereto, as in its discretion, Council deems to be proper.

(b) It is understood that the decision of the appointing authority is discretionary, with all factors considered, and shall not be limited to consideration as to the impact upon one effected employee.

(14) Rates Established on Basis of Full-time Service

(a) That salary rates provided by this Contract are fixed on the basis of full-time service for a properly authorized full-time position.

(b) If any position requires less than full-time service, the hourly rate applicable shall be used except as provided in subsection 2 (B)(15).

(15) Equivalent established for Part-time Workers

That part-time workers paid on a proportionate salary basis rather than on an hourly rate shall accumulate credit towards merit

increases on the basis of 1,040 hours as being the equivalent of six (6) months full-time service and 2,080 hours as being equivalent to a year of full-time service.

(16) City Auditor Prohibited from Approving or Paying New Rate

That the City Auditor is hereby prohibited from approving and/or paying any rate based on the assignment of any class to a pay range not specifically authorized by City Council.

Section 3. Application of Pay rates. The rates of pay set forth by Article 18, Section 1 subdivision (D) are based on full-time employment of a regularly scheduled work week, consisting of eighty (80) work hours in a bi-weekly pay period, and shall be used to calculate wages in paid status.

Section 4. Pay Period. All employees shall be paid on a bi-weekly basis, as the standard pay period, on alternating Fridays. The pay period shall consist of fourteen (14) consecutive calendar days, consisting of two (2) consecutive regular workweeks.

SALARY SCHEDULE "S" CLASSIFICATION

Class	Year	Beginning Rate	Beginning 2nd year or after 1 year in Step A	Beginning 3rd year or after 1 year in Step B	After 3 1/2 year or after 1 1/2 year in Step C	After 5th year or after 1 1/2 years in Step D
			A	B	C	D
S-17 Hourly	2012	19.60	20.51	21.29	22.27	23.28
	2013	20.04	20.97	21.77	22.77	23.80
	2014	20.49	21.44	22.26	23.28	24.34
	2015	21.03	22.01	22.85	23.90	24.98
S-18 Hourly	2012	20.51	21.29	22.27	23.28	24.36
	2013	20.97	21.77	22.77	23.80	24.91
	2014	21.44	22.26	23.28	24.34	25.47
	2015	22.01	22.85	23.90	24.98	26.14
S-19 Hourly	2012	21.29	22.27	23.28	24.29	25.58
	2013	21.77	22.77	23.80	24.84	26.16
	2014	22.26	23.28	24.34	25.40	26.74
	2015	22.85	23.90	24.98	26.07	27.45
S-20 Hourly	2012	22.27	23.28	24.29	25.58	26.61
	2013	22.77	23.80	24.84	26.16	27.21
	2014	23.28	24.34	25.40	26.74	27.82
	2015	23.90	24.98	26.07	27.45	28.56

S-21 Hourly	2012	22.48	23.47	24.72	25.71	26.83
	2013	22.99	24.00	25.28	26.29	27.43
	2014	23.50	24.54	25.84	26.88	28.05
	2015	24.13	25.19	26.53	27.59	28.79
S-22 Hourly	2012	23.47	24.72	25.71	26.83	27.98
	2013	24.00	25.28	26.29	27.43	28.61
	2014	24.54	25.84	26.88	28.05	29.25
	2015	25.19	26.53	27.59	28.79	30.03
S-23 Hourly	2012	24.72	25.71	26.83	27.98	29.36
	2013	25.28	26.29	27.43	28.61	30.02
	2014	25.84	26.88	28.05	29.25	30.70
	2015	26.53	27.59	28.79	30.03	31.51
S-24 Hourly	2012	25.71	26.83	27.98	29.36	30.69
	2013	26.29	27.43	28.61	30.02	31.38
	2014	26.88	28.05	29.25	30.70	32.09
	2015	27.59	28.79	30.03	31.51	32.94
S-25 Hourly	2012	26.83	27.98	29.36	30.69	32.11
	2013	27.43	28.61	30.02	31.38	32.83
	2014	28.05	29.25	30.70	32.09	33.57
	2015	28.79	30.03	31.51	32.94	34.46
S-26 Hourly	2012	28.32	29.36	30.69	32.11	33.69
	2013	28.96	30.02	31.38	32.83	34.45
	2014	29.61	30.70	32.09	33.57	35.22
	2015	30.39	31.51	32.94	34.46	36.16
S-27 Hourly	2012	29.36	30.69	32.11	33.69	35.27
	2013	30.02	31.38	32.83	34.45	36.06
	2014	30.70	32.09	33.57	35.22	36.88
	2015	31.51	32.94	34.46	36.16	37.85
S-28 Hourly	2012	30.69	32.11	33.69	35.27	36.92
	2013	31.38	32.83	34.45	36.06	37.75
	2014	32.09	33.57	35.22	36.88	38.60
	2015	32.94	34.46	36.16	37.85	39.62

SALARY SCHEDULE "C" CLASSIFICATION

Class	Year	Beginning	Beginning	Beginning	After 3	After 5th
		Rate	2nd year or after 1 year in Step A	3rd year or after 1 year in Step B	1/2 year or after 1 1/2 year in Step C	year or after 1 1/2 years in Step D
		A	B	C	D	E
C-15 Hourly	2012	17.14	17.89	18.64	19.50	20.33
	2013	17.53	18.29	19.06	19.94	20.79
	2014	17.92	18.70	19.49	20.39	21.26
	2015	18.39	19.20	20.00	20.93	21.82
C-16 Hourly	2012	17.89	18.64	19.50	20.33	21.15
	2013	18.29	19.06	19.94	20.79	21.63
	2014	18.70	19.49	20.39	21.26	22.11
	2015	19.20	20.00	20.93	21.82	22.70
C-17 Hourly	2012	18.64	19.50	20.33	21.15	22.07
	2013	19.06	19.94	20.79	21.63	22.57
	2014	19.49	20.39	21.26	22.11	23.07
	2015	20.00	20.93	21.82	22.70	23.69
C-18 Hourly	2012	19.50	20.33	21.15	22.07	23.07
	2013	19.94	20.79	21.63	22.57	23.59
	2014	20.39	21.26	22.11	23.07	24.12
	2015	20.93	21.82	22.70	23.69	24.76
C-19 Hourly	2012	20.33	21.15	22.07	23.07	24.15
	2013	20.79	21.63	22.57	23.59	24.69
	2014	21.26	22.11	23.07	24.12	25.25
	2015	21.82	22.70	23.69	24.76	25.92
C-20 Hourly	2012	21.15	22.07	23.07	24.15	25.26
	2013	21.63	22.57	23.59	24.69	25.83
	2014	22.11	23.07	24.12	25.25	26.41
	2015	22.70	23.69	24.76	25.92	27.11
C-21 Hourly	2012	22.07	23.07	24.15	25.26	26.37
	2013	22.57	23.59	24.69	25.83	26.96
	2014	23.07	24.12	25.25	26.41	27.57
	2015	23.69	24.76	25.92	27.11	28.30
C-22 Hourly	2012	23.07	24.15	25.26	26.37	27.58
	2013	23.59	24.69	25.83	26.96	28.20
	2014	24.12	25.25	26.41	27.57	28.84
	2015	24.76	25.92	27.11	28.30	29.60

C-23	2012	24.15	25.26	26.37	27.58	28.95
Hourly	2013	24.69	25.83	26.96	28.20	29.60
	2014	25.25	26.41	27.57	28.84	30.27
	2015	25.92	27.11	28.30	29.60	31.07

ARTICLE 19

OTHER BENEFITS

Section 1. Deferred Compensation.

- (A) The City shall maintain payroll deduction for a deferred compensation plan to be selected by the Bargaining Unit members.
- (B) The plan or plans selected to be made available to all members of the Bargaining Unit shall be mutually agreed upon by the City and Union.

Section 2. Tuition Reimbursement.

- (A) Each member of the Bargaining Unit, and who is subject to the provisions of this Contract, may be eligible for a reimbursement of tuition.
- (B) Tuition shall be limited to a course of instruction taken towards a job-related degree or job-related course not necessarily within the degree program at an accredited college or university. However, the school must be accredited for the course of study for which reimbursement is sought.
- (C) Tuition shall be reimbursed up to twelve hundred and fifty dollars (\$1,250.00) per calendar year, per covered employee.
- (D) All courses shall be taken during non-working hours.
- (E) All scheduled hours of attendance at course work shall first be filed with, and approved by, the Department Head and the Mayor.
- (F) In the event that a situation should occur, that in the discretion of the Department Head would require an employee's presence on the job, such job requirement shall take complete and final precedence over any times scheduled for courses.
- (G) In the event that financial assistance from other governmental or private agencies is available to a covered employee, whether applied for or not, and regardless of when such other assistance may have or could have

been received, shall be deducted in the entire amount as a set-off from the total tuition subject to reimbursement pursuant to this Section.

(1) When the employee's tuition is fully covered by another governmental or private agency, then in that event, the employee shall not be entitled to any reimbursement pursuant to this Section.

(H) All course work subject to reimbursement, pursuant to this Section, shall be approved in advance by the appropriate Department Head and the Mayor.

(1) An employee shall make application for approval of reimbursement at least fifteen (15) working days before the start of the course of study.

(2) Employees shall be notified of approval or disapproval not later than five (5) working days after submitting their application to participate.

(3) Decision of the Department Head or Mayor to disapprove the employee's application is a final, non-appeal decision.

(I) Reimbursement shall be made upon successful completion of the course attaining not less than a grade of "C" (2.00) or better.

(1) The employee shall submit an official transcript or certificate demonstrating successful completion of the course, and, a receipt from the institution confirming the employee has paid the required tuition and fees.

(2) No advance payments shall be authorized.

(J) Any other source of financial assistance, public or private, that may be available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable pursuant to this Section. The employee shall only be reimbursed for tuition and fees.

(1) There shall be no entitlement to reimbursement for incidental expenses such as books, paper, supplies, mileage, parking or other such similar personal expenses.

(K) If an employee receiving tuition reimbursement separates from the City within two (2) years other than for disability, the employee shall be required to reimburse the City for the tuition payments received within the two (2) year period before separation.

Section 3. Pension Pick-up.

(A) Pursuant to this Section, a portion of the contribution made by the employee to the Public Employees Retirement System (“PERS”), such portion being equal to six percent (6%) of the employee’s earned compensation, shall be assumed and paid on behalf of the employee (picked up) by the City.

(1) The “pension pickup” authorized by this Section shall be in lieu of payment by the employee.

(2) The remaining portion of the employee contribution, which has not been “picked up” by the City, shall continue to be paid by the employee.

(B) The City, in reporting and making remittances to PERS, shall report that each employee’s contribution has been made as provided for by statute.

(1) This payment by the City on behalf of the employee is not to be considered additional salary, or wages, and shall not be treated as increased compensation.

(2) For purposes of computing the employee’s earnings, or the basis of his contribution to PERS, the amount paid by the City, on behalf of the employee as a portion of the employee’s statutory obligation, shall be considered as having been paid by the employee in fulfillment of the employee’s statutory obligation.

Section 4. Service Credit Pay.

(A) Employees shall be entitled to receive annual service pay after completion of five (5) years of service with the City.

(B) Entitlement to service credit pay shall be as follows:

(1) Effective January 1, 2010, employees who have completed five years of service shall receive an annual payment of seven hundred dollars (\$700.00). Employees shall, thereafter, receive fifty dollars (\$50.00) for each additional year of service up to a maximum of twenty-five years of service. The maximum amount of service credit pay for any one employee shall be one thousand seven hundred dollars (\$1,700.00) per year.

Section 5. Administration of Revised Annual Service Credit Pay Plan.

- (A) An employee's completed years of full-time service, with this City, shall be the only consideration to compute annual service credit payment.
- (B) Service credit pay benefits shall be computed to include credit for completed service as of December 31 of each calendar year.
- (C) Annual service credit will be paid on December 5, or the first regular business day following, if December 5 falls on a weekend.
- (D) In the event of the employee's retirement, either voluntarily or by reason of disability, annual service credit pay benefits shall be paid to an employee on a pro-rated hour percentage based upon the number of hours worked during the final year of employment.
- (E) In the event of the employee's death, annual service credit pay benefits shall be paid to the estate of the deceased employee, unless the employee has filed an express declaration with the auditor designating a different beneficiary.

ARTICLE 20

RATES OF PAY FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 1. Return to Duty. Whenever an employee belonging to the Bargaining Unit is re-appointed, or re-employed, his or her rate of pay, at the discretion of the Department Head, may be paid any Step in the rank not to exceed the Step he or she was receiving at the time of his or her separation.

Section 2. Return from Military Service.

- (A) Any employee who leaves his or her employment with the City of Whitehall, upon non-voluntary activation, to enter the active service of the Armed Forces of the United States, and who is subsequently reinstated to a position previously held by him or her, then in that event, that person shall be entitled to receive compensation at the Step rate to which he would have been entitled if his service with the City not been interrupted by involuntary active duty service in the Armed Forces.
- (B) Any employee belonging to the Bargaining Unit and who leaves his or her employment with the City of Whitehall for any reason other than active service in the Armed Forces of the United States, and is re-appointed, shall be subject to the provisions stated by Section 2(B) of Article 18.

Section 3. Demotion.

(A) Whenever an employee belonging to the Bargaining Unit is demoted from one pay classification to another for a disciplinary or voluntary reason, then in that event:

(1) His or her rate of pay shall be the rate for the lower classification; or

(2) In situations where applicable, the employee may be placed at the top Step in the lower pay grade; or

(3) Where neither divisions (1) or (2) of this Section apply, and if demoted within a pay classification for disciplinary reasons, then the Bargaining Unit employee shall be placed at the Step which he or she had previously achieved prior to the demotion.

(B) The Appointing Authority shall determine, and reduce to writing, the reason for application of Subsection 3 (A)(1), (2) or (3).

Section 4. Recall from Layoff.

(A) A Bargaining Unit employee who is recalled from layoff shall be reinstated at the Step which he or she held before the layoff.

(B) Any employee recalled shall have full credit for active service time within a Step, and he or she shall advance therefrom suffering no loss of previous time in Step or seniority attained prior to the layoff.

Section 5. Reinstatement from Authorized Leave.

(A) Time spent on authorized leave, whether paid or unpaid, shall not constitute a break in service.

(B) Time spent off the job, by reason of a disciplinary suspension, shall be considered a break in service.

Section 6. Overtime Eligibility and Pay.

(A) It shall be the policy of the City to avoid overtime work except when absolutely necessary.

(B) Only the appointing authority may authorize overtime work, and such authorization shall only be given when such overtime is necessary to prevent loss of life, damage or property or for continuance of essential public services.

(C) All members of the Bargaining Unit whose hours in paid status exceed those regularly scheduled during the work day or work week shall be compensated at the rate of one and one-half (1½) times the straight time rate of pay for that position.

EXCEPTION: Any employee who is absent from the workplace in an unpaid status shall receive no overtime compensation until the hours in paid status exceed those of the regularly scheduled workweek.

(1) Overtime will not be paid for Union meetings or negotiations that are conducted outside the regularly scheduled work hours.

(D) The overtime computation rate, stated within subsection 6 (C) above, shall be applied to all hours in paid status. Overtime pay shall be included in the next following pay period.

(E) Payment in cash shall be made for any overtime or holiday work time, due at the time of separation from the City service through discharge, resignation, retirement or layoff.

(F) When an employee becomes deceased while in paid status any unpaid overtime or holiday work time and vacation leave as provided in Section 13 to his or her credit, shall be paid to the estate of the deceased employee, unless the employee has filed an express declaration with the Auditor designating a different beneficiary.

(G) That when an employee is ordered by the appointing authority to report for work, and he or she so reports, then in that event, he or she shall be paid or credited with a minimum of two (2) hours at the appropriate rate of pay in the event no work is available or less than two (2) hours of work is available.

(H) Payment in cash or compensatory time shall be made for any overtime or holiday work time. The choice of taking overtime pay or compensatory time is the employee's alone. Members may accumulate and use up to a maximum of one hundred (100) hours of compensatory time annually.

A member who has accrued but unused compensatory time in excess of forty (40) hours as of December 31 of each calendar year shall have these hours paid out. A member may voluntarily be paid out for any additional hours which would take his or her compensatory time bank to less than forty (40) hours. All compensatory time paid out in the manner noted above will be at the member's rate of pay on December 31. Such payment(s) shall be made by January 31 of the following year, provided that a member notifies the Auditor's Office by January 15 of the following year as to any hours below 40 for which the member requests payment. Any compensatory time carried over from a previous calendar year counts toward the one hundred (100) hour annual maximum.

Upon resignation or termination for any reason, all accumulated compensatory time shall be paid to the member at the rate of compensation paid to the member at the time of resignation or separation. Compensatory time will be used at a time mutually agreeable to the employee and his or her Supervisor, requiring prior approval.

Section 7. Holiday Pay Entitlement.

(A) Only full-time, permanent employees shall be eligible for holiday pay.

(B) When an employee who is within the Bargaining Unit and works on a day which is a regularly scheduled workday, but is celebrated as a holiday, as stated by Section 1 of Article 21 of this Contract, then in that event, he or she shall be compensated at the rate of time and one-half for the first eight (8) hours worked or portion thereof.

(1) In addition, the employee shall be further compensated, for the time period in excess of eight (8) hours, at the rate of two and one-half times his or her hourly rate.

(C) When an employee who is within the Bargaining Unit and works a day which is a regularly scheduled workday, but is celebrated as a holiday, as stated in Section 1 of Article 21 of this Contract, and works a regularly scheduled ten (10) hour shift, then in that event, he or she shall be compensated at the rate of time and one-half for the first ten (10) hours worked or portion thereof.

(1) In addition, the employee shall be further compensated for the time period in excess of ten (10) hours, at the rate of two and one-half times his or her hourly rate.

(D) When an employee, who is within the Bargaining Unit, and who is called to duty on a holiday, as stated by Section 1 of Article 21 of this Contract, which is also the employee's day off, in addition to his or her holiday pay, he or she shall be compensated at the rate of double time for the first eight (8) or ten (10) hours or portion thereof worked; and for all time worked in excess of eight (8) or ten (10) hours he or she shall be compensated at the rate of double time and one-half.

ARTICLE 21

ALLOWED HOLIDAYS

Section 1. Generally.

(A) The legal holidays observed by employees of the City are as follows:

- | | |
|--|--|
| 1. New Year's Day | 6. Day following Thanksgiving Day |
| 2. Memorial Day (Last Monday in May) | 7. Christmas Eve (4 hours) |
| 3. Independence Day (July 4 th) | 8. Christmas Day |
| 4. Labor Day (First Monday in September) | 9. New Year's Eve (4 hours) |
| 5. Thanksgiving Day
(Fourth Thursday in November) | 10. Any Other Day Proclaimed by
Mayor |

Section 2. Personal Leave Hours.

(A) Personnel within the Bargaining Unit who work a forty (40) hour work week schedule, in lieu of President's Day, their Birthday, Columbus Day and Veteran's Day, shall be entitled to thirty-two (32) hours of personal leave time, plus an additional eight (8) hours personal leave time, for a total of forty (40) hours of personal leave hours each calendar year.

(B) The personal leave hours shall be taken at the employee's discretion, when scheduling so permits.

(C) Personal leave hours accruing to the benefit of personnel in the Bargaining Unit must be used within the calendar year of their origination. Personal leave hours not used within the calendar year of their origination shall not be accumulated to the following year.

(D) All newly hired employees belonging to the Bargaining Unit shall, in the calendar year of hire, be entitled to only eight (8) hours personal leave time for each quarter of service and will receive an additional eight (8) hours of personal leave time in the quarter that the employee's birthday occurs.

(E) For each holiday observed on an employee's workday, said employee will be excused from work on such day, if feasible. When a holiday falls on a regularly scheduled day off, the employee may choose the workday prior to or the workday after said holiday, at the discretion of the Department Head.

(F) If one of the holidays mentioned in Section 1 of this Article occurs while an employee is on vacation leave, such day shall be charged against holiday leave. The employee shall not be entitled to overtime.

ARTICLE 22

VACATION LEAVE

Section 1. Eligibility.

(A) All employees belonging to the Bargaining Unit shall commence earning vacation credit upon employment in accordance with the Schedule stated at Subsection (C) in this Section.

(B) No vacation time shall be used until an employee has completed a minimum of six (6) months employment with the City.

(C) Standard Earning Rate. All employees within the Bargaining Unit who work a regularly scheduled forty (40) hour week shall be entitled to vacation at the following earning rate:

<u>Years of Service With this City</u>	<u>Hours Earned Per Year</u>	<u>Earning Rate Per Hour Worked or in paid status*</u>
1 to 4	88	.04231
5 to 8	112	.05385
9 to 12	144	.06923
13 to 16	160	.07692
17 to 20	176	.08462
21 to 25	200	.09615
26 or more	224	.10769

*For leaves of absence greater than 12 consecutive weeks, additional vacation leave shall only accrue with hours worked as described above.

(D) The provisions of Section 9.44 of the Ohio Revised Code, authorizing adjustment of Anniversary date by reason of prior governmental service, together with the actual number of years of full-time service with the City, shall be utilized in computing vacation years of service eligibility.

(E) An employee's vacation year is based on his anniversary date of hire with the City, and extends annually from anniversary date to the next anniversary date.

(F) All vacation time must be requested by the employee and approved by the Department Head or his designee.

Section 2. Conditions for Use.

(A) A recognized holiday falling within the vacation leave period shall not be considered as a working day for computation of the leave period. An extra day may be taken either the day prior to, or the day following the vacation leave.

(B) When an employee becomes deceased while in paid status, any unpaid vacation leave is his or her credit shall be paid to the estate of the deceased employee, unless the employee has filed an express declaration with the Auditor designating a different beneficiary.

(C) An employee who is about to be separated from the service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his or her last day of active service with the City.

(D) That an employee who resigns without giving written notice at least ten (10) working days prior to the date of separation shall forfeit any unused vacation leave to his or her credit, or pay in lieu thereof, on the date of resignation.

(E) Employees are entitled to take vacation leave in increments of one (1) hour; however, no vacation shall be granted for any period of time less than one (1) hour.

Section 3. Carry-Over

(A) Employees may accumulate and carry over from year-to-year a maximum of eight hundred and fifty (850) hours of accumulated but unused vacation leave. Vacation balances in excess of eight hundred and fifty(850) hours as of December 31 of each calendar year shall be forfeited. Employees may not take more than one continuous six weeks' vacation in any three year period.

ARTICLE 23

SICK LEAVE WITH PAY

Section 1. Accrual.

(A) Full-time employees belonging to the Bargaining Unit who regularly worked six (6) or more calendar months per year shall be allowed to accumulate sick leave credit with pay at the rate of one-half (1/2) hour for

each eight hours of active service without reference to straight time or overtime.

(B) No sick leave credit shall be allowed to accrue while on sick leave or off duty; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.

(C) Overtime hours worked shall not be used in computing accumulated sick leave credit.

Section 2. Use of Sick Leave.

(A) For the purpose of this Contract, sick leave means leave from full-time duty due to illness pursuant to the provision of Subsection (C)(1) through (C)(5) inclusive of this Section and Article, and shall not be construed to mean leave for any other purpose.

(B) That sick leave with pay shall be cumulative and any employee belonging to the Bargaining Unit who has unused sick leave prior to the effective date of this Contract, shall be credited with such accumulated unused sick leave for the purpose of this Contract.

(C) Sick leave with pay may be granted, upon the recommendation of the appointing authority, only for the following reasons:

- (1) Sickness of the employee himself
- (2) Personal Injury to the employee, except where such injury is incurred in the performance of employment other than his or her employment with the City;
- (3) Medical, dental, optical consultation or treatment of employee.
- (4) Sickness of a member of the immediate family:
 - a. living in the member's household;
 - b. for which the member is the legal guardian;
 - c. who is a minor child not living in the member's household; or
 - d. for FMLA qualifying absences.
- (5) Quarantine because of contagious disease. The department Head, or his designee, may require a certificate of the attending physician before paying any employee under this paragraph.

(D) Employees working an average forty (40) hour work week in six (6) or more calendar months per year shall be granted forty (40) hours in any calendar year for sickness in the immediate family requiring the presence of the employee. In cases where more than forty (40) hours are necessary to attend to the serious health condition of an immediate family member, such leave will be granted provided it meets the standards of the FMLA.

(E) The Department Head, or his designee, may require a certificate of the attending Physician before authorizing the paying of any employee under this Section.

(F) Any employee, who has been scheduled to work on a holiday as designated in Article 21, Section 1, but who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.

(G) In the event an employee, who is entitled to injury leave, but uses up all his injury leave time, and is still unable to return to active duty, then in that event, he or she may, with the approval of the appointing authority, use any unused sick leave or vacation time to which he or she is otherwise entitled.

(H) When an employee, who has been absent because of illness on the work day before and/or work day after, a holiday, and does not work the holiday, and the holiday is celebrated on a regularly scheduled work day, then in that event, he or she shall be charged for sick leave hours for the holiday at one-half (1/2) of the rate of one (1) hour for each hour regularly scheduled work in addition to the chargeable sick time used for the day before or the day after a holiday.

(I) That beginning with the seventh time requiring the use of sick leave, in any one year, and each time thereafter, an employee working an average forty (40) hour work week is granted sick leave with pay, in any calendar year, then in that event:

(1) The first two work days of each such leave shall be without pay, except that such absence may, with the approval of the appointing authority, be charged to vacation time;

(2) Intermittent periods of sick leave, for the same illness or injury certified by a physician, shall be counted as one absence if they occur during a period not to exceed thirty (30) calendar days from the date the employee returns to work.

(3) For purposes of computation of this paragraph, sick leave with pay granted for medical, dental or optical consultation or treatment of an employee, pursuant to paragraph (C)(3) of this section, are

exempt when such absence is for a period of four (4) hours or less duration, and shall not be counted a "time".

(J) There is hereby created a three (3) member Board of Review which is hereby granted the power to waive the provisions of Subsections (1) through (2)(C)(5) inclusive, Subsections 2(G) and 2(H) of the Article and to otherwise determine matters provided for by the Contract. This Board of Review shall be composed of the following:

- (1) The Mayor;
- (2) The City Auditor;
- (3) The City Attorney.

(K) The Board of Review shall act upon the written request of an employee to the Department Head, and only in those cases which exceed the provisions of the requirements of Subsection 2(J) of the Article, or Subsection 2(A) of Article 24.

- (1) The Department Head shall append his or her comments, case history and recommendations to the employee's request.
- (2) Without undue delay, not to exceed five (5) working days, the request shall be forwarded with all relevant materials to the Mayor, who shall convene the above members as soon as possible to consider the request of the employee.

Section 3. Verification.

(A) The Department Head may require evidence as to the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

(B) When the verification is not received within fifteen (15) working days after request, the reason for the sick leave shall be deemed insufficient, and the time off work shall be without pay.

Section 4. Conditions for Use.

(A) Sick leave with pay shall be charged at the rate of one (1) hour for each hour of regularly scheduled work, from which an employee is absent, when sick leave is properly chargeable to such absence under the provisions of this Article.

(B) No sick leave with pay shall be credited to the employee's benefit, or allowed to be used, except earned credited active service as an employee of the City of Whitehall, Ohio.

(1) The provision of subsection 2(B) of this Section notwithstanding, an employee shall receive credit for and/or be permitted to use sick leave, with pay, which is carried forward to the City of Whitehall from the State of Ohio or its political subdivisions, but only to the extent provided for by Section 124.38 of the Ohio Revised Code.

(C) Eligibility to the use of sick leave shall not begin until after the first calendar month of service with the City.

(D) No unearned sick leave may be granted to any employee.

Section 5. Annual Physical Payment / Wellness Payment.

(A) Annual Physical Payment: In a sincere desire to promote and maintain the health and fitness of its employees, annual physicals are encouraged by the City for all employees. To this end, in 2013 the City will, upon obtaining proof of the completion of a physical examination by a licensed physician, pay the employee in the amount of \$250.00 for non-smokers or \$200.00 for smokers. If smokers participate in a verified smoking cessation program, they will be eligible for an additional \$50 at completion of the program. Should an employee complete an annual physical examination at the Whitehall Health and Wellness Clinic which includes biometric screenings (regardless of outcome), he/she will be eligible for \$350.00 if a non-smoker and \$280.00 if a smoker. If smokers participate in a verified smoking cessation program, they will be eligible for an additional \$70.00 at completion of the program. Individual results will be confidential; however verification of examination shall be provided.

(B) In 2014-2015 the same options apply as described above; however, the rates for smokers shall go to \$175 for getting a physical from their own physician or \$245 for getting a physical examination at the Whitehall Employee Health and Wellness Center.

Section 6. Sick Leave Conversion.

(A) An employee who is about to be separated from the City service through retirement or layoff may, if he or she so elects:

(1) Shall be paid in lump sum of one (1) hour for each four (4) hours of unused sick leave for total accumulation not to exceed one thousand nine hundred twenty (1,920) hours; and

(2) Shall be compensated at the rate of one (1) hour pay for each three (3) hours of unused sick leave to his credit for all accumulations in excess of one thousand nine hundred twenty (1,920) hours, at the employee's current appropriate hourly rate.

(B) When an employee becomes deceased in the status of City employment, compensation for any such unused sick leave to his credit shall be paid, as provided for by Subsection 6(A)(1) and 6(A)(2) of this article, in a lump sum payable to the estate of the deceased, unless as expressly designated otherwise to the Auditor by employee as to another beneficiary to receive such payment, at the rates provided in this paragraph.

(C) Should an employee become deceased while in the line of duty, the City shall pay to his or her estate, unless expressly designated otherwise to the Auditor by the employee as to another beneficiary to receive such payment, a lump sum equal to the employee's total accrued but unused sick leave.

(D) Annual Sick Leave Buyback. If the member's sick leave balance is three hundred (300) hours or more as of December 31, the employee has the option to receive payment for one hour for each three hours of unused sick leave, not to exceed a total of twenty-four (24) hours total payment (i.e., twenty-four (24) hours total payment requires seventy-two hours of sick leave for buyback purposes). The employee must give notification to convert hours to payment to the Auditor's office by January 15. Payment will be made by January 31 at the hourly rate in effect for each member as of December 31 of the most prior year.

ARTICLE 24

INJURY LEAVE WITH PAY

Section 1. Injury Leave.

(A) Employees shall be allowed injury leave with pay, less any workmen's compensation or insurance paid supplemental weekly pay benefits which may be paid to the employee, not to exceed nine (9) calendar months/270 consecutive days for each service connected injury.

(B) Injury leave with pay shall be granted only for injuries, or other disabilities, determined to have been caused or induced by the actual performance of the duties of his or her position and which have been determined by the employee's physician to have so disabled the employee that the duties of his or her position or a transitional light duty assignment cannot be performed.

(1) The City shall have the right to require certification of injury or disability by the employee's physician and/or a physician assigned by the City.

(2) Injury related treatment is not considered an appropriate use of injury leave if the employee is cleared for full duty.

Section 2. Injury Leave Extension.

(A) In all cases where more than three (3) months injury leave is required, the appointing authority may extend the leave time up to a total of nine (9) months after special review by a Board comprised of the appointing authority, the Mayor, the Human Resource Director, and if deemed necessary, a consulting physician designated by the City. If an extension of injury leave is denied, the Board will provide the employee and the Union in writing, the reasons for the denial.

(1) Any decision by the Board of Review can be appealed to the Council by said employee.

Section 3. Use of Other Paid Leave. In the event an employee who is entitled to injury leave uses up all his injury leave time and is still unable to return to active duty, he or she may, with the approval of the appointing authority or designee, use any unused sick leave, and vacation time to which he is otherwise entitled and/or file for applicable benefits from the Bureau of Workers' Compensation;

Section 4. Application. Employees requesting injury leave are to follow City policies and procedures.

ARTICLE 25

SPECIAL LEAVES

Section 1. Funeral Leave.

(A) Each full-time employee belonging to the Bargaining Unit, and who regularly works an average forty (40) hour work week during six or more calendar months per year, shall be entitled to leave up to forty (40) hours for a funeral service and/or interment of a member of his immediate family and one day for interment of a member of his secondary family.

(1) The number of days leave to be given for a funeral shall be those days immediately after death and before the funeral service or interment, plus one additional eight (8) hour shift after interment.

(2) When the death is that of an employee's spouse, a natural, adopted or step-child, then in that event, the employee shall be entitled to, at his or her election to an additional forty (40) regularly scheduled working hours after interment.

Section 2. Military Training Leave. A military leave of absence will be granted to employees who are absent from work because of service in the Ohio or U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Ohio Revised Code or other applicable laws.

Section 3. Jury Duty Leave.

(A) A full-time employee, while serving upon a jury in any state or federal court of record shall be paid his regular salary for the period of time so served, less the compensation paid for services as a juror by the court.

(B) Time so served upon a jury shall be deemed active service with the City for all purposes.

Section 4. Unpaid Leave of Absence.

(A) A leave of absence may be granted up to three hundred and forty-seven (347) hours without pay by the appointing authority, or his or her designee, upon written request of an employee.

(B) In the event of a leave of absence, the employee will return to his or her duty on the exact designated day; by failing to timely report for duty, the employee shall forfeit his or her employment, sick leave and vacation leave rights.

ARTICLE 26

INSURANCE

Section 1. Hospitalization, Surgical, Major Medical. The City will maintain the current comprehensive hospitalization, surgical, major medical, physician service coverage and prescription drug coverage for all members with the following modifications. These modifications will take effect as of January 1, 2013.

(A) Members will pay monthly premiums for the following coverage:

	2013	2014	2015
Single	\$55	\$60	\$65
Single + one	\$75	\$80	\$85
Family (up to family of 4 including employee)	\$90	\$95	\$100
Each additional dependent	+ \$10/additional dependent		

(B) In-network:

Deductibles

	2013	2014	2015
Single	\$125	\$150	\$200
Single + one	\$325	\$350	\$400
Family	\$400	\$450	\$500

Out-of-pocket Max

	2013	2014	2015
Single	\$700	\$750	\$800
Single + one	\$900	\$1050	\$1200
Family	\$1000	\$1250	\$1500

Co-insurance 90/10

(C) Out-of-network

Deductibles

	2013	2014	2015
Single	\$500	\$550	\$600
Single + one	\$900	\$950	\$1000
Family	\$900	\$950	\$1000

Out-of-pocket Max

	2013	2014	2015
Single	\$2000	\$2000	\$2000
Single + one	\$4000	\$4000	\$4000
Family	\$4000	\$4000	\$4000

Co-Insurance 80/20

(D) Co-pay

Office Visit	\$20
ER Co-pay	\$50
Urgent Care	\$25

(E) Co-payment per prescription for 30 day supply or less

Generic	\$8
Formulary	\$25
Non Formulary	\$50
Specialty	\$100

(F) Co-payment for Mail Order Option for 90 day supply.

Generic	\$16
Formulary	\$50
Non Formulary	\$100
Specialty	\$100

Section 2. Vision Care Plan. The City shall maintain a vision care plan for all employees, with the City paying all premiums for single and family plan coverage.

Section 3. Dental Care Plan. The City shall maintain dental coverage for all employees with the City paying all premiums for single and family plan coverage.

(A) Annual deductible is fifty dollars (\$50) for single coverage and one hundred dollars (\$100) for single + one, and family coverage. Deductibles do not apply to preventative and diagnostic dental services.

(B) Annual maximum for each member and dependent is \$1,500.00.

Section 4. Life Insurance. The City shall maintain life insurance for each employee in the amount of \$100,000.00 with the City paying all premiums.

Section 5. Insurance Coverage. The City shall maintain current insurance at present coverage levels as long as they are available. The City shall enter into good faith discussions with the Union should the coverage no longer be available. The City shall have the final decision in maintaining the coverage.

ARTICLE 27

UNIFORMS

Section 1. Generally.

(A) No uniforms shall be issued to an employee of the Bargaining Unit, unless or until, the Department Head, with the consent of Council, shall make the use of uniforms mandatory as a condition for continuing employment.

(B) The following class of employees is required to wear uniforms as required and prescribed by the Department Head:

- (1) Service Department, All (Street-Mechanical)
- (2) Parks & Recreation Laborers

(C) The following class of employees shall not be required to wear uniforms but will wear proper office attire as required by the Department Head:

- (1) Record Clerks and Secretarial staff, Police Department
- (2) Clerks and Secretarial staff, City Hall/Parks Department/Fire Department

(D) All required uniform pieces shall be furnished by the City at its option of outright purchase or lease from a uniform company.

(E) All employees of the Service Department and Parks and Recreation Department who are required to wear a uniform during the course of their employment shall be provided up to two (2) pairs of safety boots per year on an exchange basis.

(F) Employees whose job functions require exposure to extreme winter weather conditions will be provided with insulated bib overalls (Carharts), as needed.

(G) City-provided clothing and footwear shall be worn only when providing service to the City.

ARTICLE 28

DRUG-FREE WORKPLACE POLICY

Section 1. Use of controlled substances which cause intoxication or impairment on-the-job poses risk to the Employer, the affected employee, co-workers, and the public. To foster a safe, healthy and productive work environment, the City has a Drug-Free Workplace Policy and provides access to services for employee assistance.

(A) The policy will be implemented in a consistent nondiscriminatory manner. The policy covers all elected and appointed officials and all employees regardless of status or position.

(B) All Bargaining Unit employees will be provided a copy of the Employers drug testing policy prior to its implementation. Employees will be required to sign an acknowledgement form stating they have received and understand the policy, understand they are required to follow the policy and that failure to comply with the policy is basis for discipline up to and including termination.

Section 2. The term “Reasonable Suspicion” shall for the purposes of this policy be defined as follows:

- (A) Observable phenomena, such as direct observation of alcohol or drug use, possession or distribution and/or the physical symptoms of being under the influence of drugs and/or alcohol;
- (B) A pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appears to be related to substance abuse and does not appear to be attributable to other factors;
- (C) Conviction for a drug or alcohol-related offense occurring in the workplace;
- (D) Evidence that an employee has tampered with a drug/alcohol test;
- (E) Repeated or flagrant violations of the City's safety or work rules, which are determined by a supervisor/manager to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse and do not appear to be attributable to other factors; and/or
- (F) Involvement in an accident where the individual involved appears to have caused/contributed to the accident;
- (G) Reckless or risky behavior on the part of an employee which, in the opinion of a supervisor/manager, could have caused or contributed to an accident.

Section 3. Although reasonable suspicion does not require certainty, suspicion based on mere rumor, speculation, or unsubstantiated information of third parties shall not be sufficient to meet the standard of reasonable suspicion.

ARTICLE 29

HOURS OF WORK

Section 1.

- (A) All members of the Bargaining Unit are required to work not less than forty (40) clock hours per week, excluding therefrom, overtime or approved vacation, injury or sick leave.
- (B) The wage rates set forth by this Contract for the respective classes and steps are based upon an average work week of not less than forty (40) hours, approximately equaling an average work month of 173.3 hours, and an average work year of 2,080 hours.

(C) The workday for all employees of the bargaining unit shall be set by the Department Head based upon operational need. Lunch periods shall not be less than 30 minutes and shall be unpaid.

(D) For personnel assigned to the Division of Police as a Record Clerk, then the average work day, as determined by the Chief, shall either be eight (8) clock hours as work period with five (5) consecutive calendar days on duty or ten (10) clock hours as work period with four (4) consecutive calendar days on duty.

(1) Choice of schedule shall be determined by seniority pick on an annual basis.

(E) The Department Head may, as the needs of the government require, vary the starting or quitting time, and may approve or waive the requirement of a mandatory lunch period each day as provided for herein.

ARTICLE 30

Probationary Period

Section 1.

(A) Any regular, full-time employees of this bargaining unit not otherwise covered by Civil Service shall serve a probation period of 90 calendar days from the date of hire. Within this period, the City shall have the right to terminate any probationary employee without a showing of cause and the employee shall not be entitled to use the grievance and arbitration provisions of this Agreement.

(B) Classified Civil Service employees shall be covered under applicable provisions in the Civil Service Rules and Regulations of the City of Whitehall.

ARTICLE 31

ENTIRE AGREEMENT

Section 1.

(A) The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining.

(B) That this Contract memorializes the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity as set forth in this Contract.

(C) The provisions of this Contract constitute the entire agreement between the City and the Union, for the life of this Contract, 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 Contract.

ARTICLE 32

DURATION

Section 1. Agreement.

(A) It is acknowledged and agreed by the parties hereto, that the only retroactive portion of this Contract, for which back payment from the City shall be due, is the revised wage rates for the various classifications and step increase ranges for each of the stated classifications.

(B) Except as modified by Subsection (A) of this Section, the Contract shall become effective January 1, 2013 and shall remain in full force through December 31, 2015.

Section 2. Signatures.

Signed and dated at Whitehall, Ohio on this 11/22/13 day of _____, by the authorized representatives of the parties for this purpose.

FOR THE UNION:

Cathy Mason Vallance
Cathy Mason Vallance, Pres. CWA 4320

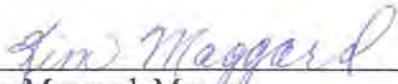
William Ogg
William Ogg, Member

Matthew Golden, Member

Linda L. Hinton
Linda L. Hinton, CWA Vice President. Dist. 4

FOR THE CITY OF WHITEHALL, OHIO:

Pursuant to Section 64(d) of the Charter of the City of Whitehall, Ohio, I hereby enter into this Contract on behalf of the City pursuant to authority granted to me by lawful Ordinance of the body.

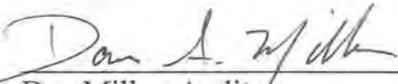


Kim Maggard, Mayor
City of Whitehall, Ohio

1-22-2013

Date

Pursuant to Section 64(d) of the Charter of the City of Whitehall, Ohio I hereby certify that sufficient funds have been appropriated for current year expenditures, and there is now in the process of collection, sufficient revenue to conclude the transaction called for herein.



Dan Miller, Auditor
City of Whitehall, Ohio

1/22/13

Date

Pursuant to Section 27 of the Charter of the City of Whitehall, Ohio, I have reviewed this document and find it to be legally correct.



Michael T. Shannon, City Attorney
City of Whitehall, Ohio

1/22/13

Date