



AGREEMENT

between

THE CITY OF DOVER

and

**AFSCME, OHIO COUNCIL 8,
LOCAL 2550**

12-MED-12-1404
2381-02
K29994
10/11/2013

Effective: **April 1, 2013**
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PREAMBLE

This Agreement made and entered into this ____ day of _____, 2013 by and between the City of Dover, Ohio (hereinafter referred to as the "CITY") and Ohio Council 8, and Local 2550 both of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

In consideration of their mutual covenants herein contained, the parties agree to as follows:

ARTICLE I INTENT, PURPOSE AND RECOGNITION

1.01 It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative relationships with employees covered by this Agreement; toward this end, the parties hereto agree to devote every effort to assure that the CITY, UNION and the EMPLOYEES will comply with all provisions of this Agreement.

1.02 The "CITY" hereby recognizes the "UNION" as the sole and exclusive bargaining agent and representative for the bargaining unit consisting of employees having classification and titles listed in Section 5.02 and incorporated herein with respect to any and all matters pertaining to wages, hours, benefits, terms and other conditions of employment.

1.03 The "CITY" shall not recognize any other Union, person or organization as representing any employee or classification within the bargaining unit as identified in Section 5.02 of this Agreement.

ARTICLE II APPROVAL AND SUCCESSOR

2.01 It is agreed by and between the parties that the provisions of this agreement require the approval of the legislative body (City Council) and that this agreement shall be submitted to council in accordance with ORC 4117.10(B). The Agreement will be deemed to be "finalized" upon notification to the City of Union's ratification.

2.02 The provisions of this agreement and all of the terms and conditions and obligations herein contained shall be binding upon the parties hereto, their successors and/or assigns.

ARTICLE III TOTAL AGREEMENT, HEADINGS AND GENDERS

3.01 The provisions of this agreement constitute the entire agreement between the City and the Union. Neither party shall be bound by prior written agreements unless specifically provided for

or incorporated herein.

3.02 It is understood and agreed that the use of headings before articles is for convenience only and to identify the contents of the particular articles or selections thereto.

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

3.04 It is agreed between the parties that any and/or all verbal and written agreements which refer to or amend or delete the terms and provisions of this agreement shall be negotiated by the City and the Union. Any verbal or written agreements that do not meet the above criteria are null and void.

ARTICLE IV SEVERABILITY SAVINGS CLAUSE

4.01 If a determination by a court of final and competent jurisdiction renders any portions of this Agreement invalid or unenforceable, such decision/s shall not affect the validity of the remaining portion/s of this agreement, which shall remain in full force and effect.

4.02 Subject to the above section, if any provision is found or made invalid, or unenforceable, the "CITY" and the "UNION" shall meet within thirty (30) days of such decision to negotiate a legal alternative.

ARTICLE V BARGAINING UNIT

5.01 The bargaining unit is defined and composed of employees within the below listed classifications subject to the exclusions under Section 5.04 below.

5.02 CLASSIFICATIONS OF THE BARGAINING UNIT:

Assistant Mechanic
Cemetery Crew Leader
Cemetery Maintenance Worker
Chemist
Chief Operator-Wastewater**
Chief Operator Water Treatment Plant
Custodian
Electronic Maintenance Technician
Electronic Maintenance Technician Trainee
Communications Crew Leader

Communications Technician I
Communications Technician II
Communications Technician III
General Services Crew Leader
Groundman/Driver
Highway Equipment Operator
Lab Technician Trainee
Lab Technician I**
Lab Technician II**
Lab Technician III**
Laborer I
Lineworker Apprentice I
Lineworker Apprentice II
Lineworker Apprentice III
Lineworker Journeyman (Lineworker A for incumbent employees only)
Line Crew Leader
Licensed Power Plant Mechanic **
Licensed Power Plant Maintenance Worker **
Maintenance Technician
Mechanic
Memorial Hall Custodian/Registrar
Meter Crew Leader
Meter Technician Journeyman
Meter Technician Apprentice I
Meter Technician Apprentice II
Meter Technician Apprentice III
Motor Equipment Operator
Operating Engineer **
Park Crew Leader
Parks/Pool Maint. Worker (26 weeks)
Power Plant Maintenance Worker Trainee
Power Plant Maintenance Worker
Power Plant Mechanic
Secretary
Senior Laboratory Technician **
Sewer Line Operator Trainee
Sewer Line Operator I**
Sewer Line Operator II**
Sewer Line Operator III**
Sewer Maintenance Crew Leader**
Stationary Fireman**
Inventory Control Coordinator
Inventory Control Assistant
Street Maintenance Worker
Traffic Control Maintenance Worker

Utility Billing Clerk	
Water Meter Crew Leader	
Water Meter Operator Trainee	
Water Meter Operator I	
Water Meter Operator II	
Water Meter Operator III	
Water Crew Leader **	
Water Operator Trainee	Water Operator Trainee
Water Operator I**	Water Operator I
Water Operator II**	Water Operator II
Water Operator III**	Water Operator III
Water/Wastewater Electronic Technician**	
Wastewater Operator Trainee	
Wastewater Operator I**	
Wastewater Operator II**	
Wastewater Operator III**	

**Licensed position

Employees who enter the retitled classifications of Lineworker Apprentice I, II, or III or Lineworker Journeyman shall be expected to advance in a reasonable period as specified under the City Lineworker Development Program (0-66 months). Employees hired prior to April 1, 2001, who enter the retitled classification of Meter Technician Apprentice I, II or III shall be expected to advance in a reasonable period as specified under the City Meter Technician Development Program (0-36 months). Employees who enter the retitled classification of Meter Technician Apprentice I, II or III on or after April 1, 2001 shall be expected to advance in a reasonable period as specified under the City Meter Technician Development Program (0-66 months). Any current employee in the Meter Service worker B classification as of April 1, 1987, shall not be required, but is encouraged to advance through the development program. In the event any employee does not advance as expected and intended with reasonable additional assistance by the City, the employee may voluntarily request a transfer with Union assistance and involvement, to another vacant occupation (classification) outside of current line of progression provided the employee qualifies for the classification under the normal qualifications provided and standardized or as otherwise agreed to by the Union. It is understood, however, that if said employee does not wish to voluntarily request such transfer, then said employee will be demoted to another vacancy classification within the City if any said vacancy exists. If no vacancy exists within the City outside of said employee's line of progression, then said employee shall be laid off from the classification. If said employee has sufficient seniority with the City, he will be entitled to displace the most junior employee within the City who does not hold a classification with a higher rate of pay.

Employees who enter the titled classification of Laborer I shall advance to the position of Street Maintenance Worker after of eighteen (18) months. After six months, a Laborer I base pay shall be increased by \$0.75 per hour. After twelve months, the base pay for Laborer I shall

be increased by another \$0.75 per hour. After eighteen months, the Laborer I shall receive the base pay rate of a Street Maintenance Worker.

5.03 The employees currently in the bargaining unit classification of Power Plant Maintenance Worker and Power Plant Mechanic, will continue to be classified in these positions. However, at such time that any of these incumbent employees leaves such classification, except under Article XXXVI (Posting of Vacant Positions) and is returned to the Incumbent's "grandfathered" position, any subsequent replacement will be made in the corresponding "licensed" classifications. In the case of Power Plant Maintenance Worker, the City may also opt to make the replacement, by positing a vacancy in a classification of trainee for that respective corresponding "licensed" classification. These unlicensed classifications will be considered eliminated at the time of the departure of the last remaining "grandfathered" employee from said classification. The following provisions shall apply in the event that the City opts to make the replacement by posting a vacancy in a classification of trainee for the respective corresponding "licensed" classification:

- A. A trainee position for a "licensed" classification shall be offered to one of the top three (3) bidders bidding on said job as posted pursuant to Article 36 of the Agreement. The offering will be based on a personal interview and/or testing, provided that the City may waive testing for an individual who has the qualifications necessary from similar job related experience. The selection from among the top three bidders will be made on the basis of seniority, ability and physical fitness for the position. Where all other factors are equal, seniority shall control. The selection from among the top three bidders will be made within ten days unless extenuating circumstances dictate otherwise.

If no bidders bid on said job as posted then the City may hire a new employee in the training position. The trainee position shall be a bargaining unit classification.

- B. The successful bidder who accepts the job shall be transferred to the vacancy no later than the end of the pay period following the pay period in which the posting is removed, unless postponed pursuant to Paragraph 36.03 (1).
- C. Said employee will be given a one hundred twenty (120) day evaluation period with the evaluations to be made by the division head and/or department head at thirty (30) day intervals (4 evaluations). After any one of said evaluations, the employee may be retrogressed at the discretion of the City if it appears to the City that the employee is not compatible with the position or the working environment of the division. Additional evaluations after the one hundred twenty (120) day evaluation period shall be made every six (6) months during the training period. After the one hundred twenty (120) day evaluation period, however, no retrogression may be instituted by the City except for cause or as otherwise provided in paragraph (F) of this section.

- D. In the event that an employee has been retrogressed after successfully bidding and accepting a trainee position, the City may re-offer the position to one of the other top three (3) bidders for the position as set forth above or, because of time constraints or other extenuating circumstances may opt to re-post the position in the "licensed" classification. The employee retrogressed shall be returned to the classification from which he came subject to the provisions of Section 35.03.
- E. During the term of the training, the employee will be required to obtain schooling towards the license in the form of a correspondence course or classroom training at the Employer's option and all of which shall be on uncompensated off duty hours, unless said training is not reasonably available during off duty hours. In the event that the training can be had only during on duty hours, the employee shall not suffer any loss of regular pay. The tuition cost for said training shall be reimbursed to the employee by the City upon successful completion of the license examination and shall be limited to the costs for one complete training course. If the trainee fails the first license examination attempt, any additional schooling shall be at their own expense. However, once the license examination has been successfully completed, regardless of the amount of additional schooling, the City will reimburse the employee for the costs incurred for the first training effort.
- F. If at any time during the training period, the employee neglects to make a reasonable attempt to obtain the necessary schooling; or after having once attempted and failed the licensing exam, the employee neglects to make a second attempt to obtain the training necessary for licensing; or it becomes apparent that the employee is not advancing as expected or intended; then the employee may, with Union assistance and involvement, be retrogressed by the City. In any event, retrogression may be made immediately after the failure of the second examination attempt.
- G. In the case of Water operator Trainee, Water Service Operator Trainee, Water Meter Operator Trainee, Sewer Line Operator Trainee and Waste Water Operator Trainee, an employee shall have a full thirty-six (36) months from the month in which the employee accepts transfer to obtain the license in the corresponding "licensed" classification for which they were appointed as a trainee.
- H. In the case of the Power Plant Maintenance Worker Trainee, the employee shall have a full fifteen (15) months from the month in which he/she accepts transfer to obtain the license. If no formal training is available during the fifteen (15) month period, the employee shall be provided, at City expense, the textual material necessary to study and take the test required to obtain the license.

It is believed that during said fifteen (15) months period, said employee will have at least two (2) opportunities to take the examination for his/her license. If not sufficient, then the time period will be extended to allow at least two (2) opportunities to take the examination for said license.

- I. A new employee hired pursuant to Paragraph A shall be subject to the provisions of subparagraphs (C), (E), (F), (G) and (H), provided however, that instead of being retrogressed, a new employee may be terminated upon the conditions set forth therein.

5.04 Excluded from the bargaining unit are:

1. Elected Officials.
2. Management level employees as defined by State Law.
3. Sworn Police and Firemen.
4. Supervisory employees as defined by State Law.
5. Confidential employees as defined by State Law.
6. Student employees working as part-time employees less than 50% of the normal work year, as otherwise defined by State Law.
7. Employees of a Public Official who act in a fiduciary capacity, appointed pursuant to Section 124.11 of the Revised Code.
8. Employees working less than 20 hours per week.
9. Memorial Hall Security/Custodian.

Excluded supervisory-management employees shall not be assigned nor be permitted to perform any bargaining unit work with the following exceptions:

1. To instruct or train
2. In bona-fide emergencies

All other excluded classifications shall not perform any bargaining unit work, with the exception of student employees engaged in non-skilled labor, and who are hired as seasonal workers.

5.05 The City agrees to meet with the Union to negotiate wages, hours, and other terms and conditions of employment for any newly created or recreated classifications or positions that will become part of the bargaining unit for such classifications that are similar in duties and titles.

5.06 The City agrees to submit any proposed changes in the job classification plan to the Union for comment and input prior to implementing any changes therein. Any changes made by the City shall not alter the terms of this agreement unless the parties agree in writing thereto.

5.07 The City shall pay the annual renewal fee for state mandated licenses for those employees holding a licensed position as set forth in Section 5.02. This shall also include C.D.L.'s.

**ARTICLE VI
NON-DISCRIMINATION**

6.01 There shall be no discrimination by the City or the Union against any employees applicant's for employment in any manner relating to employment because of age, race, sex, color, creed, national origin, marital status, political affiliation or handicap.

6.02 The City recognizes that right of all eligible employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City and Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee because of Union membership or because of lawful activity of any member acting in an official capacity on behalf of the Union. The Union shall be totally responsible for its acts of discrimination.

**ARTICLE VII
LABOR MANAGEMENT COMMITTEE**

7.01 For a period of one (1) year from the date of this agreement and for so much longer as mutually agreed by the parties, the City shall meet with members of the bargaining unit to discuss matters of mutual concern.

The members of the labor management committee shall be the Mayor, the Service Director, and one other member of management representing the City and three members of the bargaining unit to be selected by the Union.

Labor and Management shall each be permitted to invite one additional member to individual meetings which member can lend appropriate discussion to issues on the agenda for that meeting.

At least three (3) working days in advance of the scheduled meeting the parties shall exchange proposed agenda topics. Each topic of the combined agenda shall be alternately discussed unless mutually agreed otherwise.

Examples of issues which may be discussed during meetings of the labor management committee are:

1. Dissemination of general information of interest to the parties.
2. Receipt of input and discussion of mutual concerns relating to Article 36 of this contract.
3. Discussion of ways to increase productivity and improve efficiency.
4. Examination of ways to control costs and/or reduce costs.

5. Matters relating to safety and health.
6. Other issues as mutually agreed upon.

Pending grievances shall not be discussed by the Labor Management Committee if said grievance has proceeded beyond step one of the grievance procedure.

The Labor Management Committee shall meet within thirty (30) days of the execution of this agreement and agree thereafter upon the frequency of the meetings and manner in which the meetings shall be conducted.

Labor members shall not suffer loss in pay while attending said meeting, however, meetings which extend beyond the work day shall be on non-paid time.

All meetings of the Labor Management Committee shall be held in private. The application of the provisions of this article shall not be grieved nor arbitrable.

ARTICLE VIII UNION RIGHTS-REPRESENTATION

8.01 The Union shall have the exclusive right to determine and select representatives as they deem necessary. Representation shall be without any interference, restraint, or coercion from the City. Representation shall be without pay unless otherwise previously agreed, and, except that a Union representative may represent employees of the bargaining unit at Step 1 and 2 of the grievance procedure during normal working hours with pay. Such time off for representation shall not interfere with the representative's or other employee's work assignment. Representative's time off shall not be arbitrarily withheld by the City for any reason.

Such time off is subject to prior notification and approval of their immediate supervisor. Representatives may, at their option, use vacation leave or leave without pay for Step 3 or Step 4 of the grievance procedure. By mutual agreement, effort will be made to schedule Step 3 and 4 grievance steps on other than employee working hours.

Representation shall be to the terms and provisions of this agreement including the following:

- A. Represent employees in grievances in accordance with the grievance procedure;
- B. Represent employees in discipline, suspensions or terminations, reductions and in accordance with disciplinary procedure hereto;
- C. Represent employees in any and all safety and health matters and in accordance with safety and health provisions hereto;

- D. Represent employees before the Civil Service Commission when requested by the employee, and further provided that the City's advocate in the proceedings shall not object to the appearance and participation of Union's representatives on the employee's or Union's behalf. It is further provided that the City's Civil Service Commission shall not object to, nor disallow representation from Union representative who may not be "Attorney's-at-Law" if State statutory provisions would allow said provision.

- E. Ohio Council 8 or International Union representatives, the President and/or his designee or any officer or representative (Steward) of the Local Union may have access to any City facility or working areas of bargaining unit members prior to, during, or after working hours to consult with, bargaining unit members for the purpose of adjusting grievances, assisting in the settlement of disputes or carrying into effect the provisions, terms and conditions of the agreement. Ohio Council 8 or Union representatives are required to give a one (1) hour prior notice of on-site visits to the Mayor or Service Director or their designee, with such prior notice to the Mayor or Service Director of their designee subject to waiver one (1) hours notice cannot be given. Unless the Service Director or Mayor determines that, for safety reasons, the Union representative should not have access to work area, access during working hours cannot interrupt assigned duties of employees.

8.02 The Union will notify the City in writing of the name and department or division of its officers, stewards, or other Union representative to act on behalf of the Union and will post names of all shop stewards on a list within each division bulletin board within the City. The Union will keep such notification reasonably current. The Union may not exceed a total of 7 stewards and a total of 7 alternate stewards at any given time.

8.03 In order to provide ample time for the Union President, officers or delegates to attend conventions, conferences, seminars, meetings, etc., of the AFSCME or AFL-CIO, the City agrees to grant up to five (5) working days per year, with use of vacation or a leave without pay with prior approval by the City, provided the above mentioned convention, conferences, seminars, etc., are being held on the employee's scheduled day of work.

8.04 Except as otherwise provided in this Agreement, and except for the Employer, personnel files should not be available for review by any one without the prior written authorization for such review by the employee whose file or information is requested. Further, no information in an employee's personnel file will be shared with the news media except for the name, place of employment, date of employment and job classification, without the prior written authorization of the employee involved. This section would not apply if it conflicts with the Ohio Public Records Act.

**ARTICLE IX
UNION ACTIVITY - BULLETIN BOARD**

9.01 City bulletin boards may be used by the Union for the following purposes and notifications:

1. Union meetings, conferences, conventions, seminars;
2. Union nominations and elections;
3. Recreational and social affairs of the Union;
4. Reports of Union committees;
5. Newspapers, brochures, periodicals;
6. Rulings or policies of the International Union, Ohio Council 8 or Local 2550.

9.02 Union officials, representatives of the Union may use City telephone, with permission of the supervisors for purposes of processing of grievances, health and safety matters, disciplinary actions, and resolving and assisting the City in matters or disputes under the provisions of this Agreement, without cost to the Union. Telephone calls shall be limited to local calls. Access to telephones will be for Union stewards and officers in departments where the Union has stewards.

9.03 The Union may use City facilities such as "Memorial Hall" to conduct Union business and meetings. Use of Memorial Hall shall be subject to scheduling procedures of Memorial Hall. The Union agrees to pay the reasonable rental fee for use of Memorial Hall.

**ARTICLE X
NO-STRIKE/NO-LOCKOUT**

10.01 The employees hereby affirm and agree that they will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

10.02 In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempted violation of this Article.

10.03 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large.

10.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the City without the employee having any recourse to any grievance or appeal procedure herein continued. This section shall not be interpreted to deny any employee appeal rights to civil service or a court of law.

10.05 When the City notifies the Union that any of its members are engaged in any strike activity, the Union shall immediately post notices that a violation is in progress and such notice shall instruct all employees to immediately return to work.

10.06 The City agrees that neither its elected officials or agents or excluded classifications will authorize, instigate, cause, aid, or condone any lockout of employees.

ARTICLE XI DUES CHECK OFF/ASSESSMENTS/FAIR SHARE FEES

11.01 The current method of dues deduction and check off now being employed by the City shall continue during the life of this agreement on the basis of individually signed authorization cards for Union members as submitted to the City by the Union. Authorization cards for Union dues-check off deductions shall be furnished by the Union.

11.02 Deduction shall be transmitted by the City to the Treasurer of the Local Union within a reasonable period following the end of the first pay period of each month.

11.03 The City agrees to deduct said dues or initiation fees, or assessments authorized under 11.01 as designated and certified by the Treasurer of the Local Union. The City shall furnish the Treasurer of the Local Union a warrant in the aggregate amount of the deductions with two copies of a list of the employees so deducted.

11.04 **Pre-Payment of Wages-Monthly Deductions.** If any employee's pay for the period is insufficient to cover Union dues, fees or other payment, the City will make a deduction from the pay earned during the next pay period. In the event a deduction is not made for any members of the bargaining unit during any particular month, the City shall make the appropriate deduction from the following pay period or periods. The City shall also deduct dues, fees, assessments, or other payment for pre-payment of vacation or any other reasons for periods covered that dues, fees, or other payment monies would have otherwise been deducted.

11.05 The City will notify the Union of any new full time employees on a monthly basis as to name, classification, and division

11.06 The Union agrees to save and hold harmless the City from any and all claims regarding dues, deductions, and fair share.

11.07 **Fair Share Fee.** All present employees within the bargaining unit who are members of the Union shall remain members of the Union. Effective May 1, 1985, all current employees in the bargaining unit who are not members in good standing of the Union, may remain non-members.

All new employees hired after May 1, 1985, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as in Section 11.03 above.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.

The City shall notify each new employee at the time of hire of their obligation as a condition of employment to payment of a Fair Share Fee as indicated above.

11.08 P.E.O.P.L.E. Deductions. The City agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Exhibit #1, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE XII MANAGEMENT RIGHTS

12.01 Except to the extent otherwise agreed to in this contract, and not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to: 1) hire, and transfer, discharge, suspend and otherwise discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) consistently and uniformly determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable work rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.

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

**ARTICLE XIII
CONTRACTING OUT**

13.01 The City reserves the right to contract or subcontract out projects which require a very high degree of specialization that bargaining unit employees cannot perform, and are not qualified to do so, so long as the employment of current employees is not jeopardized by the contracting out of such work.

The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting.

**ARTICLE XIV
WELFARE/WORKFARE PROGRAMS**

14.01 The City and Union agree that if any welfare/workfare person or any person under the supervision of the Courts becomes a problem with the Union, then upon notice to the City or Union, the parties shall meet to discuss and attempt to resolve the matter.

**ARTICLE XV
WAGES**

15.01 All employees shall receive wage and appropriate overtime work payments in accordance with the schedule or rates set forth in this Article.

15.02 The following hourly rates of pay shall be paid effective upon the dates established in each column opposite the following classification as follows:

Classification	Present	April 2013	April 2014	April 2015
		\$0.55	\$0.45	\$0.40
CEMETERY				
Cemetery Crew Leader	\$21.29	\$21.84	\$22.29	\$22.69
Motor Equipment Operator	\$19.69	\$20.24	\$20.69	\$21.09
Cemetery Maintenance Worker	\$19.48	\$20.03	\$20.48	\$20.88 (1)
Laborer I	\$16.95	\$17.50	\$17.95	\$18.35 (1)
GENERAL SERVICES				
General Services Crew Leader	\$22.16	\$22.71	\$23.16	\$23.56
Mechanic	\$22.07	\$22.62	\$23.07	\$23.47
Assistant Mechanic	\$20.97	\$21.52	\$21.97	\$22.37

Highway Equipment Operator	\$20.02	\$20.57	\$21.02	\$21.42
Motor Equipment Operator	\$19.69	\$20.24	\$20.69	\$21.09
Traffic Control Maintenance Worker	\$19.69	\$20.24	\$20.69	\$21.09
Street Maintenance Worker	\$19.48	\$20.03	\$20.48	\$20.88 (1)
Laborer I	\$16.95	\$17.50	\$17.95	\$18.35 (1)
ELECTRIC DISTRIBUTION				
Line Crew Leader	\$25.54	\$26.09	\$26.54	\$26.94
Lineworker Journeyman	\$24.35	\$24.90	\$25.35	\$25.75
Lineworker Apprentice III	\$21.83	\$22.38	\$22.83	\$23.23
Lineworker Apprentice II	\$20.82	\$21.37	\$21.82	\$22.22
Lineworker Apprentice I	\$20.23	\$20.78	\$21.23	\$21.63 (1)
Meter Crew Leader	\$25.00	\$25.55	\$26.00	\$26.40
Meter Technician Journeyman ☉	\$23.64	\$24.19	\$24.64	\$25.04
Meter Technician Apprentice III ☆	\$21.83	\$22.38	\$22.83	\$23.23
Meter Technician Apprentice II ☆	\$20.82	\$21.37	\$21.82	\$22.22 (1)
Meter Technician Apprentice I ☆	\$20.23	\$20.78	\$21.23	\$21.63 (1)
Inventory Control Coordinator ☉	\$22.07	\$22.62	\$23.07	\$23.47
Inventory Control Assistant ☉	\$20.98	\$21.53	\$21.98	\$22.38 (1)
Groundman/Driver ☉	\$19.99	\$20.54	\$20.99	\$21.39
ELECTRIC GENERATION				
Electronic Maintenance Technician	\$25.54	\$26.09	\$26.54	\$26.94
Electronic Maintenance Tech. Trainee ☉	\$21.83	\$22.38	\$22.83	\$23.23
Licensed Power Plant Mechanic	\$22.81	\$23.36	\$23.81	\$24.21
Operating Engineer	\$22.81	\$23.36	\$23.81	\$24.21
Power Plant Mechanic	\$22.81	\$23.36	\$23.81	\$24.21
Stationary Fireman	\$21.83	\$22.38	\$22.83	\$23.23
Licensed Power Plant Maint. Worker	\$20.82	\$21.37	\$21.82	\$22.22 (1)
Power Plant Maintenance Worker	\$19.78	\$20.33	\$20.78	\$21.18

Power Plant Maintenance Trainee	\$19.48	\$20.03	\$20.48	\$20.88
TELECOMMUNICATIONS ✕				
Communications Crew Leader	\$22.29	\$22.84	\$23.29	\$23.69 ✕
Communications Technician III	\$19.81	\$20.36	\$20.81	\$21.21 ✕
Communications Technician II	\$18.82	\$19.37	\$19.82	\$20.22 ✕
Communications Technician	\$18.24	\$18.79	\$19.24	\$19.64 ✕
PARKS & RECREATION				
Park Crew Leader	\$21.29	\$21.84	\$22.29	\$22.69
Parks/Pool Maint. Worker (26 weeks)	\$21.26	\$21.81	\$22.26	\$22.66
Parks/Pool Maint. Workers (26 weeks)	\$19.48	\$20.03	\$20.48	\$20.88
Motor Equipment Operator	\$19.69	\$20.24	\$20.69	\$21.09
Parks Maintenance Worker	\$19.48	\$20.03	\$20.48	\$20.88 (1)
Memorial Hall Custodial/Registrar	\$18.30	\$18.85	\$19.30	\$19.70 (1)
Laborer I	\$16.95	\$17.50	\$17.95	\$18.35 (1)
UTILITY				
Utility Billing Clerk ✱	\$17.65	\$18.20	\$18.65	\$19.05 (1)
WATER				
Chief Operator Water Treatment Plant ♣	\$23.42	\$23.97	\$24.42	\$24.82
Water Service Crew Leader	\$23.42	\$23.97	\$24.42	\$24.82
Water Meter Crew Leader	\$23.42	\$23.97	\$24.42	\$24.82
Water/Wastewater Electronic Tech. ♠	\$25.54	\$26.09	\$26.54	\$26.94
Water Operator III	\$22.81	\$23.36	\$23.81	\$24.21
Water Operator II	\$21.83	\$22.38	\$22.83	\$23.23
Water Operator I	\$20.82	\$21.37	\$21.82	\$22.22
Water Operator Trainee	\$19.48	\$20.03	\$20.48	\$20.88

Water Meter Operator III	\$22.81	\$23.36	\$23.81	\$24.21
Water Meter Operator II	\$21.83	\$22.38	\$22.83	\$23.23
Water Meter Operator I	\$20.82	\$21.37	\$21.82	\$22.22
Water Meter Operator Trainee	\$19.48	\$20.03	\$20.48	\$20.88
Water Service Operator III ♣	\$22.81	\$23.36	\$23.81	\$24.21
Water Service Operator II ♣	\$21.83	\$22.38	\$22.83	\$23.23
Water Service Operator I ♣	\$20.82	\$21.37	\$21.82	\$22.22
Water Service Operator Trainee ♣	\$19.48	\$20.03	\$20.48	\$20.88
WASTEWATER				
Chief Operator	\$23.42	\$23.97	\$24.42	\$24.82
Senior Lab Technician	\$23.42	\$23.97	\$24.42	\$24.82
Lab Technician III	\$22.81	\$23.36	\$23.81	\$24.21
Lab Technician II	\$21.83	\$22.38	\$22.83	\$23.23
Lab Technician I	\$20.82	\$21.37	\$21.82	\$22.22
Lab Technician Trainee	\$19.48	\$20.23	\$20.48	\$20.88
Wastewater Operator III	\$22.81	\$23.36	\$23.81	\$24.21
Wastewater Operator II	\$21.83	\$22.38	\$22.83	\$23.23
Wastewater Operator I	\$20.82	\$21.37	\$21.82	\$22.22
Wastewater Operator Trainee	\$19.48	\$20.03	\$20.48	\$20.88
Secretary	\$17.65	\$18.20	\$18.65	\$19.05 (1)
SEWER LINES				
Sewer Line Crew Leader	\$23.42	\$23.97	\$24.42	\$24.82
Sewer Line Operator III	\$22.81	\$23.36	\$23.81	\$24.21
Sewer Line Operator II	\$21.83	\$22.38	\$22.83	\$23.23
Sewer Line Operator I	\$20.82	\$21.37	\$21.82	\$22.22

Sewer Line Operator Trainee	\$19.48	\$20.03	\$20.48	\$20.88
GENERAL				
Custodian ◆	\$17.24	\$17.79	\$18.24	\$18.64 (1)
	\$16.40	\$16.95	\$17.40	\$17.80

☆ New Position (2001 Contract)

⊕ Old Position - New Title (2001 Contract)

⊙ Reinstated -(2007 Contract)

♣ New Positions for Water Treatment Plant (1998 Contract)

✱ \$20 wage increase pursuant to fact finders (1998 Contract)

♠ New Position for Water/Wastewater Departments (2001 Contract)

✕ New Department & Positions (2004 Contract)

⊙ New Position (2007 Contract)

NOTE (1) Persons hired to these classifications shall be paid 90% of the regular rate during the probationary period.

If any employee transfers into one of these classification from out of their division and if the position to which they transfer to pays a higher rate than that position from which they transferred, then that employee shall be paid 95% of the regular rate during the probationary period. However, if the reduction would yield a pay rate less than that currently being paid to the transferring employee, then the employee shall receive no less than the rate currently being received. At the termination of the probationary period (120 days) then the full rate shall be paid.

- ◆ This wage limited to those employee currently employed with the City of Dover as of April 1, 1995. Any person hired after this date will be compensated under the new wage.

15.03 As additional compensation, the City of Dover hereby agrees that commencing effective the first pay period after the execution of this labor agreement, it will pick up any pay 10% of the bargaining unit employee's share of contribution to the Public Employees Retirement System as if the employee were still contributing the employee's required contribution in that amount. Additionally, commencing April 1, 2007 the City will pick up the additional 1% PERS pick up as increased by the State of Ohio. Commencing on April 1, 2008 the City will pick up the additional ½% PERS pick up as increased by the State of Ohio, totaling 10% of the bargaining unit employee's share of contribution to the Public Employees Retirement System.

**ARTICLE XVI
EMERGENCY CALLS AND CALL IN PAY**

16.01 All employees of the bargaining unit shall be compensated for a minimum of two (2) hours of work for emergency call-in, such compensation to be at the employee's rate of pay except if such emergency call-in hours worked would result in the employees working in excess of their regular scheduled hours for the workday or their regular scheduled hours for a work week, then any hours worked in excess of their regular scheduled hours constituting the employees regular workday or work week, shall be compensated according to the overtime provisions.

- A. A Letter of Understanding will be generated, from a meeting of the Labor/Management Committee, to clarify the intent and meaning of this section.

16.02 For purpose of this section, vacation days, sick days and holidays shall be considered in computing the regular workdays and work week for emergency call-in hours.

16.03 Emergency situations and call-ins shall be determined to exist by the department head, Mayor or other authorized administrative authority.

16.04 For the purposes of checking of water pumps at the water plant it is agreed as follows:

- A. All overtime for checking the water pumps by water personnel will be considered as regularly scheduled overtime and will not constitute emergency call out.
- B. Employees will rotate the responsibility for checking the pumps on a weekly basis.
- C. Compensation will be paid on the basis of one and a half (1 ½) times the employees rate of pay for one and a half (1 ½) hours per work day and four (4) hours per holiday, Saturday and Sunday.

The pumps will be checked a minimum of three (3) times each day by the employee responsible.

**ARTICLE XVII
LONGEVITY**

17.01 In addition to any other compensation paid to the full-time employees, there is hereby granted, annually, additional compensation for the length of service with the City as follows:

For each calendar month of service from the date of hiring, an employee shall receive longevity pay at a rate of \$1.50 per month of total service for each month worked.

An employee who reaches twenty (20) years of continuous employment with the City of Dover, shall receive longevity pay at a rate of \$1.75 per month for each month of service beyond their 20 year date of employment.

EXAMPLE: John has been employed by the City of Dover for 23 years and 4 months. John will receive longevity pay as follows: 240 months @ \$1.50 per month and 40 months @ \$1.75 per month.

17.02 The length of service shall be determined as of November 30th of each year. Employees shall be given credit for each complete month of service as of that date.

17.03 No employee shall be eligible to receive the longevity pay supplement until the employee has completed 60 months (5 years) of service.

17.04 There shall be no maximum allowable number of months for calculation of longevity.

ARTICLE XVIII SHIFT DIFFERENTIAL

18.01 When the majority of the hours worked by an employee fall between 3:00 p.m. and 11:00 p.m., then an employee shall be entitled to (\$.30) per hour as shift differential in addition to the normal rate of pay.

18.02 When the majority of the hours worked by an employee fall between 11:00 p.m. and 7:00 a.m., then an employee shall be entitled to (\$.35) per hour as shift differential in addition to the normal rate of pay.

18.03 No shift differential shall be paid to an employee when the majority of the hours worked by said employee fall between 7:00 a.m. and 3:00 p.m.

18.04 Shift differential as set forth above shall be applied during the regularly scheduled shift and/or after the 2 hour minimum on call out.

When an employee works continuous hours prior to or after a regularly scheduled shift, the shift differential applicable for those hours immediately preceding or following the regularly scheduled shift shall be paid.

**ARTICLE XIX
HOLIDAY AND HOLIDAY PAY**

19.01

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

New Year's Day - (Jan. 1, 2013) (Jan. 1, 2014) (Jan. 1, 2015)

Martin Luther King Day - (Jan. 21, 2013) (Jan. 20, 2014) (Jan. 19, 2015)

Good Friday - (March 29, 2013) (April 18, 2014) (April 31, 2015)

Memorial Day - (May 27, 2013) (May 26, 2014) (May 25, 2015)

Independence Day - (July 4, 2013) (July 4, 2014) (July 4, 2015)

Labor Day - (Sept. 2, 2013) (Sept. 1, 2014) (Sept. 7, 2015)

Veterans' Day - (Nov. 11, 2013) (Nov. 11, 2014) (Nov. 11, 2015)

Thanksgiving Day - (Nov. 28, 2013) (Nov. 27, 2014) (Nov. 26, 2015)

Christmas Day - (Dec. 25, 2013) (Dec. 25, 2014) (Dec. 25, 2015)

B. All full time employees who have completed their initial probationary period shall also be entitled to three (3) personal days in addition to the above scheduled (9) holidays.

C. Employees shall be entitled to holiday pay for the normally scheduled eight (8) hours of work, plus any additional hours worked, for each of the listed holidays, regardless of the employee's work shift and schedule.

D. If any employee is required by his department head or by the Service Director of the Mayor to work on the date established as a holiday, he shall be entitled to pay at one and one-half (1 ½) times his normal hourly rate for the hours worked on the holiday in addition to his holiday pay; except that, for Thanksgiving Day, Christmas Day, and New Year's Day, an employee who is required by the City to work on the day observed shall be entitled to pay at two (2) times their normal rate of pay for the hours worked on that holiday in addition to his holiday pay.

19.02 In the event a holiday named in this Article falls on a Saturday, the City will observe that holiday on the preceding Friday. In the event a holiday falls on a Sunday, the holiday shall be observed by the City of the following Monday. In the event a holiday is observed on an

employee's scheduled day off, the employee shall be entitled to the holiday pay regardless of the day of the week the holiday is observed.

19.03 Personal holidays may only be taken on normally scheduled work days and not on the same day as any other holiday, vacation, or sick leave day. It is requested that personal holidays be approved at least two weeks in advance of the day desired to be used as a personal holiday, unless the employee's supervisor or department head allows, by established department policy, a difference advance notice. However, the City realizes that from time to time emergencies do arise and therefore will accommodate the usage of personal holidays in two (2) hour increments. That being said, approval of personal holidays shall be subject to operational needs, staffing, and other reasons as deemed appropriate by the Mayor, Service Director or department head.

ARTICLE XX WORKING OUT OF CLASSIFICATION

20.01 Bargaining unit employees shall not be required by management to perform work below their classification when employees in lower classifications are reasonably available to perform such work within their own department.

20.02 Bargaining unit employees who are directed by management to perform work below their classification, shall receive their regular rate of pay, provided that the above cannot be reasonably carried out, and further provided that seniority preference is applied.

20.03 Bargaining unit employees who are directed by management to perform work in a higher classification shall receive the higher rate of pay for all hours or fractions thereof while performing such work, to also include the higher appropriate overtime rate when overtime is involved. Seniority preference to the most senior reasonably available qualified employee first, etc., on down the line, shall be applied.

20.04 Any bargaining unit employee working in a higher classification for a period of two (2) or more consecutive years, shall be reclassified to the higher classification and assigned the rate of pay commensurate with the classification.

ARTICLE XXI WORK WEEK, PAY PERIOD AND OVERTIME

21.01 The City work week shall begin at 12:01 a.m. each Monday and end at 12:00 p.m. each Sunday.

21.02 The pay period is a bi-weekly pay period and each pay day will be the fifth day after the close of each pay period. The pay day may be changed by administrative policy or upon emergency situation when necessary. Employees who are on rotating shift schedules and whose shift working hours end on or about 7:00 a.m. on Friday during the pay week period, shall be provided their pay checks at the end of such working hours. Employees whose working hours

end on or about 11:00 p.m. on Thursday of the pay week period shall be provided their pay checks at the end of such working hours.

21.03 Bargaining unit employees paid on hourly or salary status shall be paid at the rate of 1 ½ times their regular rate of pay for any hours worked in excess of forty (40) hours per week or eight (8) hours per day in any twenty-four (24) hour period, in an employee's regularly scheduled work week.

Any and all work performed on an employees' sixth or seventh day of work of the regular scheduled work week shall be compensated at time and one-half provided, however, that where an employee customarily works or is credited for a six (6) day schedule, this section shall apply only when the sixth day of a six (6) day schedule would cause the employee to accrue more than forty (40) hours in a work week as defined in 21.01.

21.04 Any bargaining unit employees who is assigned work extending past the normal quitting time, shall be guaranteed a minimum of one-half (½) hour of overtime pay at the applicable rate where such work is for less than one-half (½) hour provided he works a minimum of fifteen minutes.

Employees assigned work which extends beyond their normal quitting times, or called out prior to their normal starting time, and such work is for more than a four (4) hour period shall be permitted a twenty (20) minute break period paid for by the City. Said break shall be judiciously used so as not to disrupt City services.

21.05 Electric Light Plant (Power Plant Employees) shall, pursuant to 21.03, be compensated at time and one-half for all hours worked on their sixty, seventh, or eighth day of work of their regular scheduled work week. With the exception of June when it is understood that the shutdown of the electric plant requires variation in the scheduling and some irregular changes therein, an employee in the Dover City Light Plant shall be paid time and one half when working his regularly scheduled days off regardless of where during any particular work week those regularly scheduled days off may fall.

21.06 All computations for payment of overtime shall include credit for only the following authorized paid leaves:

Sick Leave, Funeral Leave, Holiday,
Quick Returns or Jury Duty.
Personal Days

21.07 **Sunday Premium Pay.** Employees of the Light Plant and Wastewater/Water Treatment Plants who work Sunday, which would not be paid overtime under any of the above provisions (i.e., that Sunday would be the employee's sixth, seventh or eighth day of work of the regularly scheduled work week) shall be paid at a rate of one and one quarter times the regular rate of pay for the regular hours of work performed on Sunday. This shall not be used to pyramid with any other sections and is intended to be used to a maximum of eight (8) hours of work on Sunday.

21.08 All work which is scheduled by the department head of the Electric Field Division for and performed by the employees of the division on Sundays and holidays only will be paid at a rate equal to double (2 times) their base rate of pay.

21.09 Quick return as used in 21.06 shall be defined as a return to a regularly scheduled shift that commences less than twenty-four (24) hours from the beginning of the employee's previous scheduled shift. An employee shall receive one and one-half times his regular rate of pay during the hours worked on quick return.

21.10 Overtime payment shall be made on the basis of either daily or weekly overtime hours worked but an employee shall not be paid both daily and weekly overtime for the same overtime hours worked. This limitation shall not apply to a quick return as defined in 21.09.

21.11 Saturday Funerals. Cemetery employees scheduled to work standard Saturday funerals, excluding cremations, shall be compensated for three (3) hours at time and one-half their regular rate of pay per funeral service.

Cemetery Employees scheduled to work Saturday Cremation funerals shall be compensated for two (2) hours at time and one-half their regular rate of pay per funeral service.

ARTICLE XXII OVERTIME ROTATING LIST

22.01 Distribution Of Overtime

Overtime worked within the various departments/divisions shall be equalized and rotated as nearly as possible among employees working in the same classifications. All overtime rotating lists shall be posted on each department/division bulletin boards.

22.02 Overtime Rotating List Definitions.

- A. Overtime, as used in this section, shall have the following meaning and interpretation:

Overtime Rotating List: Overtime rotating list shall be the list of qualified employees as defined in this provision initially arranged in order of classification and seniority, and posted with hours of charged overtime for each employee. On January 1st of each year, all employees shall be considered to have no overtime charged to their credit.

Rotating: Rotating shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime work is required.

Overtime: Overtime shall be construed to include any hours worked outside one's regularly scheduled eight (8) hours shift, or any hours worked on the scheduled sixth, seventh or

eighth day of the work week. In every case of overtime the employee must be capable of performing the scheduled work.

Charged Overtime: The employee must be personally contacted and refuse overtime or the City must make reasonable documented effort to contact the employee before the employee may be charged.

Equitable Distribution: Equitable distribution of overtime shall mean that the variance of charged overtime hours shown for each employee on the overtime list shall not exceed eight (8) hours for fixed shifts and twenty-four (24) hours for rotating shifts when reasonably possible, except in cases where an employee waives their rights for whatever reason they choose.

Split Overtime: Split overtime shall mean that when eight (8) hours of daily overtime is required, the City may offer four (4) hours of overtime to the employee in the preceding shift and four (4) hours of overtime to the employee on the following shift providing the shifts are consecutive.

- B. Each department/division, shall post a rotating overtime list on bulletin boards showing the charged overtime hours for employees. As would be practicable, overtime work shall be equitably distributed among all employees in the various classes within department/divisions. An employee who has been inadvertently bypassed, shall be eligible to be called for the next available overtime within the department or division.
- C. Any employee, whose daily job assignment carried over into overtime, shall be entitled to first right of refusal for such overtime work. Such refusal shall be chargeable, provided such overtime work is necessary.
- D. Regular overtime will be made available to all qualified full time employees within a division prior to offering same to probationary, seasonal, part-time, student employees, temporary employees, or excluded classifications.

22.03 The City shall to the greatest extent possible, rotate the hours of emergency and call-in overtime work among employees of an occupation classification, however, when the City determines that there is a bonafide emergency only hours of emergency work shall be recorded, and not opportunities. The City reserves the right to call in any qualified bargaining unit employee to perform emergency work without regard to a rotational seniority list, however, if no bargaining unit employee is available then any qualified employee may be called to respond to such emergency.

22.04 Due to the nature of the service that must be provided by the City, bonafide emergency overtime and call outs as intended in 22.03 above, shall not be considered optional and an unreasonable refusal to respond in an emergency without just cause shall result in reasonable progressive corrective disciplinary action.

ARTICLE XXIII
MAJOR MEDICAL - HOSPITALIZATION

23.01 City agrees, that as an additional benefit for employees of the Bargaining Unit, those full-time employees covered by this agreement shall be provided group hospitalization, surgical and major medical insurance as is currently in effect, and further, the City agrees to pay premium cost of said benefits for the term of this agreement, with the following exceptions:

- A. Effective April 1, **2013**, a monthly employee contribution of **\$85.00** for those employees who obtain a single plan and **\$170.00** for those employee who obtain family coverage shall be paid by employees each month during the term of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks
- B. Effective April 1, **2014**, a monthly employee contribution of **\$95.00** for those employees who obtain single person coverage, and **\$190.00** for those employees who obtain family coverage shall be paid by employees each month during the term of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks by the City.
- C. Effective April 1, **2015** , a monthly employee contribution of **\$105.00** for those employees who obtain single person coverage, and **\$210.00** for those employees who obtain family coverage shall be paid by employees each month during the term of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks by the City.
- D. The current plan shall be modified to provide for a co-pay requirement of **\$100.00** to be applied against charges of emergency room services unless said services are occasioned by an accidental injury, or if they are directly followed by an admission into the Hospital where said services are provided, or in the transfer for direct admission into another Hospital, or in the case of emergency, if the employee was referred to the emergency room by a physician, in which case such co-pay requirement will be waived.
- E. The current plan shall be modified to provide for payment of 100% of all charges for Basic services, as defined by said plan, that are incurred with a preferred provider; and for payment of 80% of all charges for Basic services, as defined by said plan, that are incurred with a non-preferred provider.
- F. The current plant shall be modified to provide for payment of 80% of all charges for Major Medical services, as defined by said plan, that are incurred with a preferred provider; and for payment of 70% of all charges for Major Medical services, as defined by said plan, that are incurred with a non-preferred provider.

The City reserves the right to administer or to self-insure any or all of the insurance coverages provided by this agreement. Except, as otherwise provided herein, the coverage made available to the employees under any insurance program shall equal or exceed the total levels of coverage as currently provided in the City's current insurance program. The City also retains the right to select the carrier or service company for the administration of all medical benefits.

23.02 Effective April 1, 2010, the City shall provide, as a benefit to the above plan, a prescription plan to the employees carrying an employee deductible of \$5.00 generic, \$20.00 for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written and \$40.00 for any other non-generic prescriptions received from a "Preferred Pharmacy". Also, effective April 1, 2010, the above prescriptions plan shall carry an employee deductible of \$20.00 for generic, \$40.00 for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written and \$50.00 for any other non-generic prescriptions received from a "Non-Preferred Pharmacy".

Effective January 1, **2015**, the City shall provide, as a benefit to the above plan, a prescription plan to the employees carrying an employee deductible of **\$8.00** generic, **\$25.00** for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written and **\$50.00** for any other non-generic prescriptions received from a "Preferred Pharmacy". Also, effective January 1, **2015**, the above prescriptions plan shall carry an employee deductible of **\$30.00** for generic, **\$50.00** for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written and **\$75.00** for any other non-generic prescriptions received from a "Non-Preferred Pharmacy".

	<u>Preferred Provider</u>	<u>Non-Preferred Provider</u>
Annual Deductibles:	\$300.00/person \$500.00/family	\$600.00/person \$1,200.00/family
Out-of-pocket Maximum	\$1,200.00/person \$2,400.00/family	\$2,400.00/person \$4,800.00/family

Effective January 1, **2015**, the City shall increase the annual deductible amounts and maximum out of pocket expenses applicable to the provision of Medical Benefits as follows:

	<u>Preferred Provider</u>	<u>Non-Preferred Provider</u>
Annual Deductibles:	\$400.00/person \$800.00/family	\$800.00/person \$1,600.00/family

Out-of-pocket Maximum	\$1,500.00/person	\$3,000.00/person
	\$3,000.00/family	\$6,000.00/family

23.04 Effective June 1, 1992, the Employer agrees to contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental II benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Plan and all applicable Federal and State Laws. Contributions shall be made between the 1st and 10th days of each month at the rate of thirty-four dollars (\$34.00) per month for each bargaining unit employee. Newly hired employees shall become eligible to enroll into such plan during the first month after successfully completing their probationary period.

23.05 HEALTH CARE REFORM

In the event any changes in the Parties' health insurance causes a loss of grandfathered status under Health Care Reform, the parties agree such changes can be modified so that grandfathered status is kept. In no event shall the modified changes result in the employees paying more for health insurance.

23.06 The City of Dover shall add, as an additional benefit to the above plan, coverage for smoking cessation aids. Coverage therefore will be limited to 80% UCR for the following:

- PATCHES - limited to a ten (10) week supply
- GUM - limited to a three (3) month supply
- LOZENGES - limited to a three (3) month supply
- ELECTRONIC CIGARETTES limited to a three (3) month supply**

Repeat treatments will be limited to one (1) within two (2) years; and applicable deductibles shall apply.

**ARTICLE XXIV
LIFE INSURANCE**

24.01 Life Insurance will be carried for the full-time active employees covered by this Agreement.

24.02 Effective within thirty (30) days after the effective date of this contract, coverage shall be in the amount of Twenty-five Thousand Dollars (\$25,000.00).

24.03 The benefits payable under this provision shall be payable as the covered employee directs, reserving to the employee the right to name and change the beneficiary.

24.04 New employees shall not be covered by this provision until after they have served three (3) full calendar months of continuous service.

24.05 Life Insurance shall be provided for retired employees, who retire from the service of the City pursuant to a public employee retirement system. Retired employees shall have effective

within thirty (30) days after the effective date of this contract, coverage in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

**ARTICLE XXV
TRAVEL ALLOWANCE**

25.01 Any employee of the bargaining unit required to use their personal vehicle for his actual and necessary use while on official department business or in the performance of his duties as required by their supervisor or department head shall be reimbursed a maximum of thirty cents (\$.30) per mile. Reimbursement shall be subject to the departmental rules.

25.02 Every effort must be made to use City-owned vehicles prior to using privately-owned vehicles. In the event an employee utilizes his privately-owned vehicle, with prior authorization from the City to do so, and the employee is involved in an accident while on City business, the City agrees to reimburse the employee for the amount of the deductible of the employee's insurance. Such reimbursement will apply only if employee's insurance company pays the claim. The reimbursement is limited to one hundred dollars (\$100.00).

**ARTICLE XXVI
VACATION BENEFITS AND VACATION SCHEDULING**

26.01 All full-time employees in classifications covered by this Agreement shall be entitled to vacation with pay according to the below listed schedule:

<u>After Year of Service with the City of Dover</u>	<u>Number of Weeks Vacation</u>
1 year	2 weeks or (10) days
6 years	3 weeks or (15) days
12 years	4 weeks or (20) days
18 years	5 weeks or (25) days
23 years	6 weeks or (30) days

First year employees shall be permitted vacation time as follows: an employee whose anniversary date occurs in the first half of the calendar year may schedule vacation days at any time after his/her first anniversary date. An employee whose anniversary date occurs in the second half of the calendar year may schedule vacation days after June 30th of that calendar year. However, if the employee should leave his/her employment or be terminated prior to his/her first anniversary date, then the City shall deduct said vacation time taken from the final pay dues said employee.

An employee shall be deemed to have completed an additional year of service on the anniversary date of his/her employment. For purposes of applying increased vacation entitlement under this section, an employee whose anniversary date occurs in the first half of the calendar year may schedule the additional vacation days at any time after his/her anniversary

date. An employee whose anniversary date occurs in the second half of the calendar year may schedule the additional vacation days after June 30th of that calendar year.

The vacation benefits set forth herein shall be subject to and comply with the provisions of section 9.44 of the Ohio Revised Code. This specifically relates to all employees hired by the City of Dover after July 5, 1987 and not considered "grandfathered" as specifically established by the letter of understanding entered into and attached hereto.

26.02 Part-time, temporary, and probationary employees shall not be entitled to vacation benefits. Probationary employees shall have their service as a probationary employee credited towards vacation accrual and shall, upon the completion of their probationary period, be given vacation credit for the period of their probationary period during the previous calendar year according to the formula set forth in section 26.01 of this Article and may schedule the use of the vacation credit during the current calendar year.

Employees in a promotional probationary period who are eligible for vacation benefits may use previously accumulated vacation credit during their probationary period. However, the probationary period shall be extended by the period spent on vacation.

26.03 General Practices and Definitions.

- A. Vacation time shall not accumulate from one year to another. Notwithstanding the prohibition of accumulation of vacation time expressed above, an employee may carry one (1) week of vacation accrued in one year to the next year, upon showing that a personal or City emergency prevented the employee from utilizing such vacation time in the year earned.
- B. An employee shall not earn vacation for any month unless he is in full pay status with the exception of work related injury, for at least fifteen (15) work days during such monthly period.
- C. Vacation scheduling shall be subject to approval of the Supervisor or Department Head with Seniority preference on vacation scheduling.
- D. All vacation service credit will be calculated to the nearest full day.
- E. Holidays falling within an employee's scheduled vacation period, shall not be considered as vacation taken.
- F. An employee, when assigned to a specific job of higher classification for a continuous period of at least four (4) basic work weeks immediately preceding his vacation, will receive vacation pay at the higher rate applicable to the work of higher classification. For the purpose of the practice, such a four week period will not be considered to be interrupted by the absence for holidays, jury duty, or funeral leave.

- G. No employee shall be allowed to be paid for accumulated vacation in lieu of taking his vacation, unless an emergency situation exists which does not allow the employee to take his vacation and the Mayor or Service Director permit the payment of vacation credit in lieu of taking vacation time.
- H. An employee on sick leave at the time his vacation is scheduled to start, may upon prompt notice and proof of illness to his supervisor or Department head, have his vacation rescheduled to a later date which will not conflict with another employee's vacation. However, if an employee becomes ill while on vacation, his vacation will not be rescheduled.
- I. Pay in advance: Except for employees who have failed to complete the first anniversary date of employment, pay checks for full regular pay periods falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired if the employee will be on vacation for a full pay period. No other pay checks will be advanced nor will any pay period be split.
- J. Under normal circumstances, the vacation weeks will start on Monday and be consecutive. Elements may, insofar as work requirements permit, allow:
 - 1. The vacation weeks to be taken separately; or
 - 2. The vacation week or weeks to start on a day other than Monday; or
 - 3. Vacation days may be taken separately.
- K. Vacation shall not be taken in increments of less than two (2) hours.
- L. At an appropriate time, each calendar year, the City will obtain from employees entitled to vacation their preferences as to vacation periods and will, as soon thereafter as possible, establish workable vacation schedules. In establishing such schedules, the City will respect the wishes of employees as to the time of taking their vacations insofar as work requirements will permit. Conflicts among preferences will be resolved in each department.

26.04 Employees may schedule, with the approval of the Department Head or Service Director, earned vacation in periods exceeding five (5) consecutive work days, provided that such scheduling in no way creates overtime pay for the vacationing employee.

**ARTICLE XXVII
PAYMENT OF VACATION BENEFITS
UPON TERMINATION OF EMPLOYMENT**

27.01 An employees who terminates his employment with the City for other than disciplinary reasons shall be paid for all earned unused vacation leave credit as of the effective date of termination provided the employee meets any one of the following conditions:

1. The employee is laid-off from his position with the City;
2. The employee retires from the City under provisions of the retirement system of the State or the employee is to receive disability retirement under the retirement system of the State;
3. The employee dies while in full pay status; or
4. The employee enters the active military service.

The provisions of Article 30.02 shall apply to determine to whom the payable vacation benefits shall be paid upon the death of the employee.

27.02 No accrued vacation benefits shall be paid to any employee who is terminated as a result of the conviction of a criminal felony offense, when said felony is committed during work hours with the City of Dover, or when the City of Dover or an employee thereof is the victim of such felony offense.

27.03 Notwithstanding the above, an employee's earned unused vacation leave credit shall not be paid if the employee does not provide his department head with reasonable notice of his intention to terminate, resign or retire from his employment with the City of Dover. Reasonable notice shall be defined as fourteen (14) days advance notice of the employee's intention to terminate his employment with the City, unless unforeseen, unavoidable, or emergency circumstances cause the provision of such notice to be impracticable or impossible.

**ARTICLE XXVIII
VACATION BENEFITS UPON REINSTATEMENT**

28.01 Employees reinstated to the service of the City shall receive service credit for prior City service for purposes of eligibility and credit of vacation benefits under Article IX, if the employee meets one the following criteria:

1. The employee resigned in good standing and is reinstated within ninety (90) days from the date of resignation; or
2. The employee was laid off and is reinstated within one (1) year from the date of layoff; or

3. The employee is discharged from active military service and is reinstated within ninety (90) days of the discharge, unless the employee discharged from active military service is under a temporary physical disability whereupon the employee will have to be reinstated within thirty (30) days after the expiration of the physical disability.
4. Or as provided for in Article XXXII.

ARTICLE XXIX SICK LEAVE

29.01 Each employee shall be credited for each completed eighty hours of service to sick leave of four and six-tenths (4.6) hours with pay. Unused sick leave shall be cumulative without limit. When sick leave credit is used, it shall be deducted from the employee's credit on the basis of one hour for every one hours of absence from previously scheduled work.

29.02 Uses with the approval of the City, sick leave may be used by the employee only for the following reasons:

- A. Illness, injury or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family members.
- E. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

29.03 An employee who has been laid off, suspended, is on leave of absence, or is on any other no-pay status shall not receive sick leave credit for that period of time. However, employees, while eligible for and receiving weekly benefits under workers' compensation, shall be considered to be employees for purposes of continued health and life insurance benefits.

29.04 **Notification.** An employee who is absent on sick leave shall notify his supervisor or other designated individual in accordance with the policies established for call-in his department. When making notification, the employee shall state the reason for the request for sick leave.

29.05 Sick leave used shall be calculated to the nearest one-half (1/2) hour.

29.06 If professional medical attention is required by the employee or member of the employee's immediate family, a certificate, from a licensed physician, stating the nature of the condition may be required by the City to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

29.07 Proof of Illness. Before an absence may be charged against accumulated sick leave, the City may require such proof of illness, injury, or death in the immediate family as may be satisfactory to the City, or may require the employee to be examined by a physician designated by the City and paid by the City. In any event, an employee absent for three or more consecutively scheduled work days may be required to supply a physician's certificate to be eligible for paid sick leave.

Employees may be provisionally paid for sick leave usage prior to submission of sick leave slips if the employee is absent due to illness or injury and is unable to submit a sick leave slip prior to the submission of time sheets to the City Auditor's office. If, however, the employee fails to submit a sick leave slip within five (5) days following his return to work or the sick leave request is denied, the amount of compensation paid the employee may be deducted from the employee's pay or from an accumulated leave balance(s).

29.08 Denial of Sick Leave. If an employee fails to submit adequate proof of illness, injury, or death in the immediate family upon request, or in the event that such proof as is submitted or upon the report of medical examination, the City finds there is not satisfactory evidence or illness, injury or death in the immediate family to justify the employee's absence, such leave may be considered as unauthorized leave and shall be without pay.

29.09 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the City. The administration shall establish a reasonable schedule of discipline to be initiated for abuse of sick leave.

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

29.11 An employee who transfers from one department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department except that a transferring employee who has accumulated sick leave at a rate higher than the rate provided for by this article, shall have that accumulated sick leave adjusted downward to reflect the accumulation rate provided in this article. Said adjustment shall not be construed as a reduction in pay or benefits.

29.12 Any employee of the City who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the City within ten (10) years from his termination from such other public Employer shall be allowed to transfer said accumulation to his sick leave accumulation with the City, except that a transferring employee who has accumulated sick leave at a rate higher than the rate provided for by this article shall have that accumulated sick leave adjusted downward to reflect the accumulation rate provided in this article. Said adjustment shall not be construed as a reduction in pay or benefits.

29.13 If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the employee will have the right to apply for a medical leave without pay. All other benefits will continue at no cost to the employee through this period. This right will not be unreasonably denied.

29.14 Immediate family is identified and defined under Article XXXI, Section 31.03.

29.15 Incentive not to use Sick Leave.

- A. Any employee, under this contract, who completes four (4) consecutive calendar months without using any accumulated sick leave (excluding funeral leave) shall receive an additional eight (8) hours of compensation at the employee's regular rate of pay.
- B. Said consecutive four (4) month block will commence the first of any month.
- C. The additional compensation shall be paid on the following pay period of the preceding four (4) month block.
- D. Any employee, under this contract, who completes twelve (12) consecutive calendar months without using any accumulated sick leave (excluding funeral leave) shall receive an additional eight (8) hours of compensation at the employees regular rate of pay.
- E. Said consecutive twelve (12) month block will commence the first of any month.
- F. The additional compensation shall be paid on the following pay period of the preceding twelve (12) month block.

29.16 The Employer reserves the right to implement a "Family Medical Leave Act" Policy during the term of the contract. The implementation of said Policy shall be subject to all customary collective bargaining procedures.

**ARTICLE XXX
CONVERSION OF ACCUMULATED SICK LEAVE
CREDIT UPON RETIREMENT OR DEATH OF AN EMPLOYEE**

30.01 Employees, upon retirement from the Service of the City, pursuant to the provisions of the appropriate Public Employee Retirement System, shall be paid a conversion allowance of:

A sum equal to the accumulated and unused sick leave credit of such employee, as provided under Article XXIX, up to but not exceeding, one hundred twenty (120) work days, or an amount equal to nine hundred sixty (960) hours of pay, at the employees rate of pay at the time of retirement, to be determined by use of the following fraction.

$$\frac{\text{Days of accumulated and unused sick leave}}{10} \times \text{Current bi-weekly pay}$$

The current bi-weekly pay shall be the amount normally paid the employee for a normal bi-weekly pay period at his stated work week without overtime or other benefits.

30.02 If an employee dies while in the employ of the City, from whatever cause, the employee's beneficiary, as indicated on the employee's City provided Life Insurance Policy, shall be paid the amount, as shown in Section 30.01, as a death benefit. In the event no beneficiary has been named, then such payment shall be made to the employee's estate.

**ARTICLE XXXI
FUNERAL LEAVE**

31.01 Employees shall be granted leave with pay of up to three (3) days prior to and including the day of the funeral for the purpose of attending the funeral of an immediate family member. Said leave shall not be charged to accumulated leave.

Employees may use accumulated leave as provided in this section for the purpose of attending the funeral of any other member of his/her immediate family for a period not to exceed three (3) days. The City may permit additional days if circumstances of the employee require additional days.

31.02 Employees desiring to use accumulated leave time to attend the funeral of a member of the immediate family may, at their option, use:

- A. Accumulated vacation time, if entitled to same; or
- B. Accumulated sick leave as provided for in this agreement.

31.03 The term "immediate family" shall be defined to include the employee's mother, father, or legal guardian or other person who stands in place of a parent, step-parent, spouse, child, step-children, brother, sister, grandparents, aunt, uncle, grandchild, nieces, nephews, spouse's nieces

and nephews, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, **and cousins.**

31.04 Employees may, at the approval of the Service Director or the Mayor, be granted an additional two (2) days of leave for the purpose of attending a funeral which is more than 250 miles from Dover.

31.05 If an employee is entitled to leave under the within Article, and said leave corresponds to the use by such employee of accumulated vacation leave, then the extent of any such corresponding vacation leave shall be restored to the employee.

ARTICLE XXXII LEAVE OF ABSENCE

32.01 Any bargaining unit employee requesting leaves of absence with pay or without pay, that are not provided for during the terms and provisions of this Agreement or this Article, will be provided for in accordance with the Ohio Revised Code.

32.02 **Court Leave.** The City shall grant court leave with full pay to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear before any court, commission, board or other legally constituted body and authorized by law to compel the attendant of witnesses, where the employee is not a party to the action.
3. Any compensation or reimbursement for jury duty or for Court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the City (Auditor), for transmittal to the City (Treasurer).
4. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles. Use of vacation time as set forth by the within provision shall be subject to, and in accordance with established departmental policies pertaining to the use of vacation time.

32.03 **Military Leave with Pay.** Employees in the bargaining unit of the Union and who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in

any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

- A. **Compensation.** Employee shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. Employees shall be compensated for the difference between their regular rate of pay and the pay earned while on military leave, provided this regular rate of pay would exceed the amount earned while on military leave. There is no requirement that the service be for one continuous period of time.
- B. **Evidence of Military Duty.** Employees are required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

32.04 Subject to the following terms and conditions, the City may grant a leave of absence without pay to an employee in the bargaining unit. An employee must request, in writing, all leaves of absence without pay. The request shall state the reason for taking a leave of absence and the dates for which such leave is being requested.

Except as otherwise stated in this Article:

1. Leave may be granted to an employee only for medical reasons.
2. The employee shall be required to use any or all of the employee's accumulated sick leave credit prior to the granting of leave without pay.
3. The employee must be able to demonstrate that the employee is unable to perform the substantial and material duties of his position and may be required to submit to medical examination substantiating the cause, nature, and extent of illness, injury, or condition prior to the granting of a leave of absence without pay.
4. Upon written request, leave may be granted for a maximum duration of six (6) months. One extension up to an additional six months may be granted subject to the conditions herein.
5. If it is found that a leave is not actually being used for the purpose for which it is granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee.
6. An employee who fails to return to duty within three (3) working days of the completion of a valid cancellation of a leave of absence without pay without explanation may be considered in neglect of duty and may be removed in accordance with the disciplinary procedure. Such employee shall be considered terminated as of the starting date of the leave of absence without pay.

7. Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification; or if said classification has been eliminated, into a similar position. The employee may be returned to active pay status earlier than the originally scheduled expiration of leave if such earlier return is agreed to by both the employee and the City.
8. A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participating in any tests given for the employee's classification during such leave and may be replaced from an eligible list.
9. Authorized leaves of absence without pay will count as service credit for purposes of seniority during the first six month leave provided the employee is properly returned to service and is not serving a probationary period. Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.
10. Pregnancy, childbirth, and related medical conditions shall be considered as cause for granting a leave of absence without pay subject to the provisions of this rule:
 - A. Leaves of absence for pregnancy, childbirth, or related medical conditions, shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician. Such leave shall not include time being requested for purposes of child care following the recovery of the employee.
 - B. Subject to the City's approval an employee may use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following child birth. Such vacation may precede, be part of, or follow the period of leave without pay.
 - C. An employee whose wife gives birth shall be granted five (5) days paternity leave for the care of the employee's wife and family. Such five (5) days leave shall be charged against the employee's accumulated sick leave. In the event the employee has insufficient accumulated sick leave, he may charge the paternity leave against accumulated vacation days or personal days. In the event the employee has no other accumulated leave benefits, leave may be taken without pay, but maintaining all other benefits.
11. Nothing contained in the provisions set forth herein shall be construed so as to be

in conflict with the "Family Medical Leave Act".

**ARTICLE XXXIII
RETIREMENT OF EMPLOYEES**

33.01 Full-time employees shall be retired in accordance with the voluntary and compulsory retirement provisions of the Ohio Revised Code, Chapter 145, Public Employees Retirement System, (PERS), where applicable.

**ARTICLE XXXIV
SENIORITY/PROBATIONARY PERIOD**

34.01

- A. For all purposes other than bidding for positions within a division under Article XXXVI, seniority shall be an employee's continuous length of service with the City from original hire date. New hires shall have no seniority during their probationary period. Upon completion of the probationary period, seniority shall be computed from date of hire.
- B. For purposes of bidding within a division pursuant to Article XXXVI:
 - 1. Seniority shall be an employees residence service within that division computed by totaling all periods of service within that division.
 - 2. If an employee transfers from a division to another division, the period of service in the division from which the employee transfers will be retained at that earned level. If the employee later returns to the division then the employee will receive credit for the previously retained level and additional seniority will be calculated there from.
- C. Interruptions of less than thirty (30) days will not be considered a break in service.

34.02 Permanent full-time employees who are on extended leave status will not be considered as having a break in service, however time spent on leave shall not be considered towards total seniority and other benefits associated therewith, beyond one extended leave period of six (6) months or except as otherwise provided elsewhere in this agreement.

A break in service shall not occur during the time of physical disability resulting from an injury or disease for which Worker's Compensation benefits are payable, provided the employee returns to work within thirty (30) calendar days after the end of the period for which such total disability benefits are payable and provided the total continuous period of his absence from the job does not exceed five (5) years. An employee shall not be required to utilize their personal leave, sick leave or vacation leave to continue these benefits.

34.03 Seniority rosters shall be brought up to date by the City each year as of January 1st, posted on all bulletin boards, and showing employee's name, classification, date of hire, department/division working in, all in order of seniority, with a copy forwarded to the President of the Union. In the case of employees whose continuous service date is the same, the employee having the lowest social security number shall be regarded as having the greater seniority. Any discrepancy in seniority roster shall first be addressed verbally to the proper department supervisor.

34.04 Probationary periods for new employees shall not exceed one hundred twenty (120) calendar days, during which time the City may at its option layoff or dismiss such probationary employees. The City shall have no obligation to rehire or recall such probationary employee laid off prior to the expiration of such employee's probationary period. An employee retained after his period of probation expires shall become a regular classified employee of the City and shall be entitled to all rights and benefits as provided for in this agreement.

34.05 Subject to the specific provisions of 34.01 (b), seniority shall be deemed to consist of rights based on length of service for transfer, bidding, retrogression, layoff, recall, and scheduling selection as specified elsewhere in this agreement. The relative rights of different employees based on seniority, shall be determined by their respective lengths of continuous service within the City.

ARTICLE XXXV LAYOFF/RECALL

35.01

A. Whenever there is a lack of work or a documented lack of funds that will make it necessary to reduce the work force, the City shall give the Union notice at least thirty (30) days prior to such effective date of lay off unless emergency conditions dictate a lesser amount of notice, in which event notice shall be given as far in advance as reasonably practical under the circumstances.

The Union and the City shall meet during this period to negotiate reduced work week hours, or changes of work schedules, or other mutually agreed upon alternates to layoffs. If the parties cannot agree upon alternates to layoffs, the City may proceed to reduce work forces on a seniority basis as provided below:

B. When the City decides to reduce forces, employees who are in a qualification period in the occupation classification from which they were transferred, displacing the employee with the least seniority who had transferred to such occupation classification and who is presently in a qualification period. If there is no employees in a qualification period on the occupation classification to which an employee is being returned under this section, the returning employee will displace the employee on such occupation classification with the least seniority, unless his seniority is not sufficient to hold in such occupation classification, in which event he shall retrogress or be laid off from such occupation classification as the case may be, in accordance with seniority.

- C. If no employees are in a qualification period in the occupation classification being reduced, junior employees shall retrogress through the occupation classification of the current occupation classification chart. The employees who are retrogressed out of the bottom of an occupation classification chart will be further retrogressed according to Section 35.03 or in the event such employees do not have sufficient seniority to retrogress according to Section 35.03, such employees will be laid off.
- D. In case an employee is retrogressed to an occupation classification he has not held on a permanent basis, he shall be afforded a qualification period as specified in 36.03 (D) and be subject to the terms and conditions as described in 36.03(H).
- E. Notification of layoff shall be hand delivered or if personal delivery cannot be made then mailed, certified mail, to the last address on file with the City prior to the effective date of layoff at least fourteen (14) days prior to layoff unless emergency conditions requires a lesser amount of notice.

35.02 Recall. Recall is defined as the right of an individual employee of the City who has been retrogressed or laid off due to force reduction, to be offered a permanent vacancy as specified below:

1. Any employee who has been permanently classified in an occupation classification, having completed a qualification period thereon and who has been retrogressed out of that occupation classification shall have recall rights to the occupation classification in its line of occupation classification for a period of five (5) years.
2. Before a permanent vacancy in any occupation classification is otherwise filled, it shall first be offered, to the most senior with recall rights to that occupation classification. An employee who refuses an offer of recall to an occupation classification under this paragraph shall have no further rights of recall to that occupation classification. If an employee has recall rights to more than one (1) occupation classification as described in paragraph (1) above, he shall continue to have recall rights to all other occupation classifications in which he has not refused a recall. An employee's acceptance of recall to an occupation classification shall preclude any further offers of recall to occupation classifications in any other line of retrogression that said employee may have had. All refusals of offers of recall shall be in writing and signed by the employee refusing the offer of recall. Any employee who has been laid off due to force reduction and who refuses two (2) offers of recall under this paragraph shall be deemed to have voluntarily quit the employ of the City.
3. When permanent vacancy occurs in a classification that no retrogressed or laid off employee has recall rights to, employees who are on layoff will be recalled to said vacancy in order of their seniority, provided that the layoff of such employee

occurred within a period equal to such employee's length of continuous service with the City, but with a maximum of five (5) years and a minimum of two (2) years. Any laid off employee who refused two (2) such offers of recall under this paragraph shall not be given any further recall to such vacancies and shall only retain those recall rights that he has to specific occupation classification within the City as described in paragraph (2) above.

4. Any employee who is recalled under the provisions of paragraphs (2) and (3) above shall be returned on a qualification period basis as specified in 36.03 (d) and will be subject to the terms and conditions as described in 36.03 (h).
5. The City shall make reasonable attempts to notify the employee of recall opportunities during the term of the employee's recall rights. Telephone and attempts at personal contact shall first be attempted, but if unsuccessful, the City shall notify the employee by certified mail of the date of recall at least fourteen (14) calendar days prior to his return to work with the City. Mailing of said notice prior to the fourteenth day to the address last on file with the City or as updated by written notice from the employee to the City shall be considered sufficient notice under the terms of this provision.

35.03 Retrogression. Retrogression is defined as movement or assignment to an occupation in lower classification within a line of retrogression as shown on a line of retrogression chart currently in effect for a particular division or the movement out of the bottom occupation in a line of retrogression to an occupation with equal or less pay held by the most junior employee of the City not holding a qualifying occupation because of force reduction due to lack of work or lack of funds.

Qualifying Occupation. For purposes of this Article, a "qualifying occupation" shall mean all occupation classifications with a pay rate higher than highway equipment operator or classifications having specialized training requirements.

35.04 Any employee who is not properly retrogressed, or is not properly recalled according to the terms of this article may file a grievance in respect thereof within five (5) calendar days exclusive of Saturdays, Sundays, or Holidays, from the date of such action by the City; and if it is determined that such action of the City was contrary to the terms of this Agreement, such employee will be reinstated with back pay, and all other benefits therewith only to the date of the filing of such grievance. Any employee who fails to call to the City's attention an error in the posting of his continuous service date as prescribed in 34.03, prior to requesting a transfer, or prior to being retrogressed, laid off, or recalled shall not be entitled to back pay and benefits herewith as provided by this paragraph and in this Agreement.

**ARTICLE XXXVI
POSTING OF VACANCIES/TRANSFERS**

36.01 Transfer is defined as movement from one occupation classification to a permanent vacancy in another occupation classification by the procedures specified herein. A permanent vacancy in an occupation classification will ordinarily be considered to have occurred in the following cases:

1. The termination of an employee for any reason who at the time of termination was holding such occupation classification.
2. The transfer of an employee into another permanent occupation classification.
3. The authorized absence from work of an employee whose absence continues beyond a period of six (6) calendar months. If, however, prior to the end of said six (6) month period, information is made known to the satisfaction of the City that such absence will continue beyond said six (6) month period, the vacancy may be treated as permanent. However, this provision shall in no way effect said employee's rights under Leave of Absence provision of this agreement.
4. City retains the right, however, to determine the number of employees that are required in any occupation classification, shift, or crew.
5. Any vacancy that occurs that is not a permanent vacancy as described in the above paragraph of this article shall be considered a temporary vacancy and may be filled by the City on a temporary assignment. The City may temporarily assign an employee to perform work in an occupation classification other than his permanent classification for a period not to exceed six (6) months provided that, however, the temporarily assigned employee will be paid the higher rate of either his permanent occupation or that of the occupation of which he has been temporarily assigned. The City agrees to offer such temporary assignments on a voluntary basis to any or all reasonably qualified and available employees of an equal pay rate or a lower rate within the division before assigning an employee to work in such a temporary occupation classification.

36.02 All permanent vacancies will be filled in the following manner:

1. Transfer of an employee requesting transfer by bid into such permanent vacancy with transfer first being offered to the most senior qualified employee submitting bid who holds a permanent occupation classification within the division of the City where the job has been posted; rights of refusal to the posted job will then be offered, in seniority order from most senior qualified employee to most junior qualified employee within said division; then in the event no employee from within said division who is qualified and has bid accepts such offer of transfer, rights of refusal will then be offered in order of seniority, most senior qualified

employee first, to any other qualified employee within the bargaining unit of the City who has bid on the job.

2. If the vacancy is not filled by a qualified bargaining unit employee by the above procedure, then the City may recall a laid off qualified employee in accordance with the recall provisions of this agreement.
3. If the job is not filled in accordance with paragraph 2 above, then the City may hire new qualified employees.
4. Bids shall be posted in the department and line of progression where vacancy occurs, first for three (3) days with the exception of entry level positions and thereafter for five (5) working days City wide for City wide bidding. Bid posting shall be accompanied by a complete job description.

36.03 The following procedures will be followed to enable City employees to request a transfer into a permanent vacancy in an occupation as described above.

- A. All newly created and/or existing vacant classified bargaining positions, in any department/division of the City covered under this agreement that the City desires to fill shall be posted on designated City bulletin boards for a period of five (5) days exclusive of Saturdays, Sundays, and holidays. Posting periods will be construed to start at 12:00 noon on any given day exclusive of Saturdays, Sundays, and holidays and end at 12:00 noon. The posting shall include the following:
 1. The dates of posting and removal.
 2. The classification and title of the vacant position and the division the vacancy is in.
 3. Starting rate of pay and all graduated rates of pay, if any, to the top current rate of pay available for said classification.
 4. The current shift and work schedule.
 5. Experience and necessary requirements or qualifications for the occupation classification uniformly applied.
 6. The qualifying occupation or occupations classification or classifications necessary as a prerequisite to bidding, if applicable.
- B. An employee desiring to be considered for transfer into the vacancy may apply by filing a signed and dated written request for transfer with the employee's division head or assistant division head within such five (5) day posting period with a copy

of the request signed by the division head or assistant to be retained by the employee as his proof of request for transfer within the time limits of the posting period and identified as Exhibit A.

- C. 1. To be eligible for bid the employee:
- a. Must have completed his probationary period as a new employee of the City,
 - b. Must have the apparent ability to do the work of the job on which he is bidding,
 - c. Must be in a qualifying classification for such limited bid classifications as agreed upon by the parties or have been permanently classified in such qualifying classification, having successfully completed a qualification period thereon within the last five (5) years.
2. In the case for classification for which successful completion of apprentice training program is a prerequisite, an eligible bidder must have completed such a program.
- d. The successful bidder who accepts the job shall be transferred to the vacancy no later than the end of the pay period following the pay period in which the posting is removed and said employee will be offered a qualification period of one hundred twenty (120) days. However no employee by his own determination may return to his previous occupation classification after he has completed thirty (30) days of the qualification period on the job to which he bid.
 - e. For employees who may be on vacation, sick leave, or authorized leave of absence when a vacancy is posted, the City shall accept a bid from such employee provided such employee submits a request for transfer before leaving on or during such authorized absence. It is understood that no such request will be accepted after the posted deadline has passed.
 - f. Copies of bids will be sent to Department Steward(s), the Local Union President and Union Secretary four (4) working days prior to posting. The Employer shall complete the assessment procedure within fifteen (15) working days of the posted deadline. The name and date of hire of the employee who is awarded the bid will be posted for three (3) days at all locations where the notice of the permanent vacancy was posted. Any eligible employee who bid and was not awarded the bid based on his continuous service with

the City (date of hire) may process a grievance in accordance with the grievance procedure of this agreement within fifteen (15) calendar days from the date of the posting of the name of the employee who was awarded the bid. Said grievance must contain the employee's copy of his request for bid. If such grievance is not filed within that fifteen (15) days period, no claim thereafter shall be asserted by such employee based on the City's failure to award him such bid.

- g. If the employee to whom the transfer is awarded is absent from work because of vacation, sick leave, or other authorized leave of absence at the time he would otherwise be scheduled to begin work in the vacancy for which he has bid such vacancy will not be permanently filled until such employee returns to work but in no case shall it remain unfilled for more than thirty (30) working days for that occupation classification. In such interim period, the City may fill such vacancy on a temporary basis.
- h. Any employee who either by his own or the City's determination cannot satisfactorily perform the work in the occupation classification to which he has been transferred during the qualification period will be returned to the occupation classification from which he was transferred, displacing the employee with the least continuous service who has transferred to such occupation classification and who has not completed a qualification period on that occupation classification. The displaced employee, in turn will be returned to the occupation classification from which he was transferred, displacing the employee with the least continuous service who has transferred to that occupation and who has not completed a qualification period on the occupation classification. In the event a returning employee's old occupation classification is vacant and has not been filled, the employee will be returned to such vacancy. In the event there is no employee in a qualification period or there is no vacancy in the occupation classification to which that employee is being returned under this paragraph, the returning employee will displace the employee on such occupation classification with the least amount of continuous service, unless the returning employee's continuous service not sufficient to hold in such occupation classification, in which event the employee shall retrogress or be laid off, as the case may be in accordance with the proper layoff procedure.
- i. Any employee who requests, is offered, and refuses an award of a bid under this section will not have any further bids considered for

a period of twelve (12) months following such refusal. All refusals must be signed by the employee so refusing. Any employee who has transferred and then has retrogressed from the occupation classification into which he has bid such all be immediately eligible to bid on any other posted vacancy.

- j. Any employee who successfully completes a qualification period in a qualifying occupation classification for a limited bid occupation classification shall be immediately eligible to bid on such limited bid occupation classification vacancy.
- k. Any employee who returns to a former occupation classification under the terms of Paragraph (h) above shall be ineligible to bid for a period of twelve (12) months from the date of his request for transfer from such former occupation classification.
- l. The City may postpone for not more than one hundred twenty (120) calendar days award of a bid to which an employee is entitled if the employee is then in an occupation classification requiring training and experience and in the judgment of the City, the transfer of such employee out of such occupation classification seriously impairs the efficient operation of the division of said employee during such postponement, the vacancy to which such employee is entitled may be filled on a temporary basis.

36.04 For purpose of this article the terms classification occupation and job are intended to have the same meaning.

ARTICLE XXXVII DISCIPLINARY PROCEDURE

37.01 Any disciplinary action which is taken by the City against any bargaining unit employee shall be in a reasonable progressive manner, and further providing that no bargaining unit employee shall be reduced in pay or position, disciplined, suspended or terminated except for just cause.

37.02 Employees, upon request, shall be permitted to have the appropriate Union representative present at meetings which may lead to discipline.

37.03 Employees shall be provided with a copy of any disciplinary action which is reduced to writing.

37.04 This procedure shall be the exclusive method by which grievances is disciplinary matters may be adjusted or resolved for all members of the bargaining unit.

37.05 If a holiday observed by the City occurs during a period of suspension, the holiday shall be considered as one of the suspension days.

37.06 No bargaining unit employee shall be authorized by City to issue disciplinary actions.

37.07 No disciplined employee, or an employee terminated through disciplinary actions, shall lose their medical benefits during the grievance process.

ARTICLE XXXVIII GRIEVANCE PROCEDURE

38.01 A grievance is defined as any dispute or difference arising between the City and an employee, or the City and the Union, concerning the interpretation, and/or application of, or compliance with any provision of this Agreement, including any disciplinary action. Such grievance shall be processed in the following manner:

STEP 1.

A grievance must be presented orally to the employee's immediate supervisor within three (3) working days after its occurrence, or after it has become known to the employee(s). The employee(s) may be accompanied by a duly authorized "Union" representative. The supervisor shall have two (2) working days to submit his oral answer to the grievance.

A - GRIEVANCE MEETINGS:

Upon the employee's request, the Union representative may represent said employee(s) when requested by such employee(s) in grievances in accordance with the grievance procedure outlined in this Agreement. Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union shall have a right at any step to be present at all discussions between the employee(s) and the City, concerning the grievance. All grievances presented under such circumstances shall be resolved consistent with the terms and conditions of this agreement.

STEP 2.

If the grievance is not settled at the first step, the grieved employee(s) or the Union shall have the right to make an appeal, which shall be in writing, dated and signed by the employee(s) involved or the Union. The employee(s) or the Union shall state clearly and concisely, all facts which are the basis of the grievance and the claim of the Article or Articles of the Agreement that are involved together with the redress sought. The employee or the Union shall specify such Article or Articles on the grievance form.

The employee(s) or the Union shall present this written grievance to the Service Director within three (3) working days after the receipt of the Supervisor's answer to the

grievance. Within three (3) working days after the receipt of said grievance, the Service Director or his designee, the immediate supervisor, the Union representative, and the Union President or his designee, and the aggrieved shall meet and attempt to adjust the matter. The Service Director shall reduce his decision to writing and submit it to the Union representative, the Union President, or his designee, and the aggrieved within three (3) working days after such meeting.

STEP 3.

If the grievance is not settled in the second step, the Union may appeal in writing within five (5) working days after receipt of the Service Director's written decision to the Mayor. The Mayor or his designee within five (5) working days of receipt of the appeal, shall meet with the Service Director, the immediate supervisor, the Union representative, the Union President or his designee, staff representative from Ohio Council 8, and the aggrieved in an attempt to adjust the matter. The Mayor shall reduce his decision to writing and submit it to the City and Union representatives who were in the attendance at this meeting, and the aggrieved within ten (10) working days after such meeting. The Mayor may, at his option, have a representative at the Step 3 meeting.

Unless the grievance is amended at or prior to the Step 3 hearing or unless the City and Union agree to amend at a later step, no employee or the Union shall rely upon or ask that consideration be given to, and no disposition will be made of any grievance based upon Article or Articles of this Agreement, or any part thereof, in any subsequent Step of this grievance procedure which is not specified by such employee or the Union in this Step.

STEP 4.

Any grievance involving a dispute and/or difference with the City concerning any matters on wages, hours, or conditions of employment including any type of disciplinary action; section or Article of this Agreement, which has not been satisfactorily settled in the foregoing steps, may be arbitrated.

Arbitration proceedings may be initiated by the Union within ten (10) working days of the written disposition of such grievance by the City Mayor or designee. The decision of such arbitration shall be in writing and final, conclusive, and binding upon the parties hereto.

Binding arbitration may initiated by the Union serving upon the other party a notice in writing of any intent to proceed to arbitration. Said notice shall identify the grievance or grievances, the department and the employee(s) involved. Unless the parties can, within **twenty (20)** working days following the receipt of such written notice, agree upon the selection of a local arbitrator, **in writing**, either party or both parties may, in writing, request the **Federal Mediation and Conciliation Service (FMCS)** to submit a list of **seven (7)** arbitrators **from within Ohio**, to both parties. The parties shall within **ten (10)**

working days of the receipt of said list, **select** the arbitrator, by alternately striking names from said list until one (1) name remains. Such person shall become the Arbitrator.

The arbitrator so elected shall hold a hearing at a time and place convenient to the parties. In the event the Arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another Arbitrator.

All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of deposition or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. The Arbitrator shall not have the authority to add to, subtract from, or modify such expressed terms and provisions of this Agreement, nor shall the Arbitrator mediate or attempt to compromise the issue as presented by said grievance. The Arbitrator shall have the power to interpret the terms of this contract and apply the terms hereof to the facts as presented in the grievance before him.

38.02 The Union or official representative of the Union shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees, by filing any such grievance at the source of origination within five (5) working days after its occurrence, or after it has become known to the Union, or representatives, whichever is later.

38.03 Where a work day appears in this Article, it shall be interpreted to mean the days of Monday through Friday, excluding holidays, regardless of the employee's schedule.

38.04 Time limitations in the Grievance Procedure may be extended by mutual agreement between the parties. However, the extension must be for a definite period of time and must be in writing and signed by both parties. Failure by the City to timely answer any grievance under any step of the procedure, shall mean that any such grievance shall automatically be resolved in favor of the Union, or the grievant or grievants. Failure by the Union to timely file an appeal of a grievance shall mean that the grievance is automatically withdrawn.

38.05 An employee and/or employee's and their Union representative/s including the Union President, shall be allowed time off from their regular duties in the same manner and under the same provisions as set forth in Article VIII.

All arbitration hearings shall be conducted within the City of Dover and to the extent possible within City facilities. Witnesses required for arbitration proceedings during their on duty hours will be released with pay, a reasonable amount of time prior to the time they are needed to testify and will be expected to return to duty when their presence is no longer required.

38.06 Grievance forms shall be provided by the Union in triplicate form. Copies of the grievance forms shall be assigned for the employee by the Union, and shall be given to any employee immediately upon request of that employee.

38.07 The Union may designate an appropriate representative at Step 2 and beyond of the grievance procedure. This does not however, prohibit an AFSCME, Ohio Council 8 staff member from being present at Step 2 and beyond of the grievance procedure.

38.08 Any dispute or difference between the City and a bargaining unit employee, or the Union, involving any disciplinary actions under any provision of the agreement may be appealed through the grievance procedure beginning at Step 3. An employee who chooses to appeal through the grievance procedure shall be deemed to have waived his/her right to appeal under the State Civil Service Laws.

38.09 The inclusion of any of the named parties in Step 2 and 3 does not mandate their presence at Step 2 or Step 3 meetings.

ARTICLE XXXIX TRAINING

39.01 The City agrees to receive input from the Union regarding City sponsored training and apprenticeship programs. The City agrees to consider Union input for inclusion in the training programs.

39.02 Training will be offered to employees within their occupation classification. Appropriate cross training may also be provided at City's discretion. The provisions of Article VI shall apply hereto.

39.03 Bargaining unit employees shall receive training to operate equipment necessary for the performance of their job, consistent with any training received by non-bargaining unit employees. Said training may be provided by non-bargaining unit employees who have received proper training. Bargaining unit employees shall be permitted to train other bargaining unit employees. Relevant information shall be shared.

ARTICLE XL UNIFORMS, TOOLS AND EQUIPMENT

40.01 Subject to the provisions of paragraph 40.02, the City and the Union agree that the current practices regarding the provision of uniforms, tools and equipment utilized in the performance of duties shall be continued. The City and the Union agree that the tools, uniforms and equipment currently provided shall be continued during the term of this Contract.

40.02 Effective April 1, 2007, employees shall be entitled to an annual uniform allowance equal to \$250.00 for each of the three (3) years of this bargaining agreement, **except effective April 1, 2013 those employees in departments that receive laundered uniforms shall only be entitled to an annual allowance of \$200.00 for each of the three (3) years of the bargaining agreement.**

**ARTICLE XLI
SAFETY AND HEALTH**

41.01 In keeping with Ohio's Comprehensive Safety and Health Law for Public Employers, the City and the Union agree to work together to adhere to all OSHA Rules and Regulations as they relate to Safety in the Workplace.

41.02 Union Cooperation. As is stated above, safety is a mutual concern to the City and the Union. The Union will cooperate with the City in encouraging employees to observe reasonable safety rules and practices necessary to maintain a safe and healthful workplace.

41.03 City Cooperation. Likewise, the City shall make every reasonable effort to comply with Federal, State or local Safety and Health laws, rules and regulations.

41.04 Reporting-Representation. All employees shall promptly report any unsafe conditions to their supervisors. If an employee believes a job, vehicle, or equipment is hazardous to their health and safety, to other employees, or to the general public, the employee may call a Union representative to be present to discuss the matter with their immediate supervisor.

The Supervisor, Union representative and employee, shall discuss and determine the proper procedure to correct the hazardous condition. Work shall not resume, unless upon mutual consent of all parties. If a mutually acceptable solution cannot be achieved, the condition shall be appealed to the Service Director and/or his designee for a final ruling.

41.05 The Union Safety Committee shall submit in writing to the Service Director, or his designee any perceived unsafe practices and/or conditions. The Service Director and/or his designee, shall within five (5) working days respond in writing to the Union President and/or his designee, the finds on reported matters.

41.06 Reporting Accidents. All employees who are injured or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by the City and agreed to by the Union. No matter how slight the incident, all injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the City as soon as possible. The supervisor shall provide assistance to employees in filling out all necessary forms when requested. The Employer shall be furnished a copy of any and all accidents reports filed by the employee.

41.07 The parties agree to use good faith efforts to enter into a mutually acceptable drug testing policy, applicable to all City employees, so as to promote safety, production, and well being in the work-place.

41.08 The City shall provide each department with no less than one (1) electronic communications device that may be carried by employees while working in areas where telecommunications equipment (such as telephones or a communications radio) are unavailable.

The intention of the within provision is to enable employees with no means of outside communication to call for assistance in the event of an emergency.

TERMS OF AGREEMENT

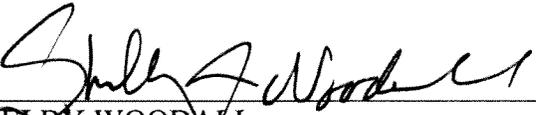
ARTICLE XLIII

43.01 This agreement shall be in effect and full force from April 1, 2013 through March 31, 2016 and shall automatically expire on that date, unless at least ninety (90) days prior to said termination date, either party gives a timely written notice to the other of the intent to modify, amend, or terminate the provisions of this agreement. If agreement is not reached to modify, amend, or extend the terms of this contract by the above expiration date, this contract shall expire that date.

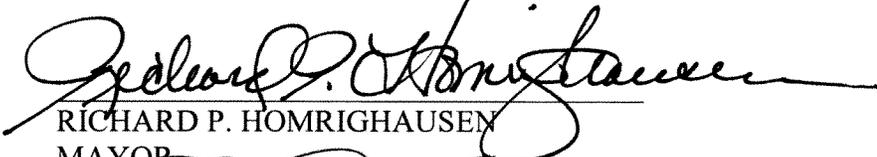
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 13th day of June, 2013.

On Behalf of Local 2550, AFSCME,
AFL-CIO and Ohio Council 8, AFSCME

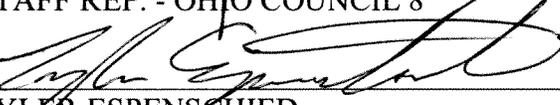
On Behalf of the City of Dover, Ohio
Administration and City Council



SHELBY WOODALL
STAFF REP. - OHIO COUNCIL 8



RICHARD P. HOMRIGHAUSEN
MAYOR



TYLER ESPENSCHIED
PRESIDENT - LOCAL 2550



DAVID F. DOUGLAS
SERVICE DIRECTOR



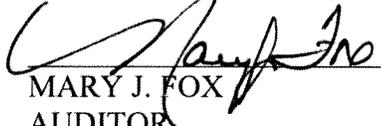
TROY SCHUMACHER



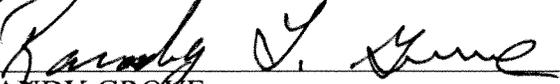
DOUGLAS J. O'MEARA
LAW DIRECTOR



JEFFREY MATTHEWS



MARY J. FOX
AUDITOR



RANDY GROVE



TIFFANY J. RING



DANA DE BOIS

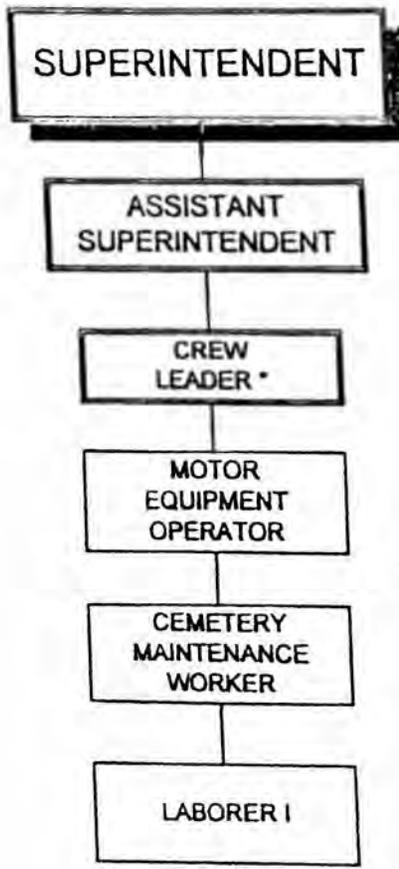


BRETT MILLER

APPENDIX

**RETROGRESSION
CHARTS
FOR
THE CITY OF DOVER
SERVICE & UTILITY DIVISIONS**

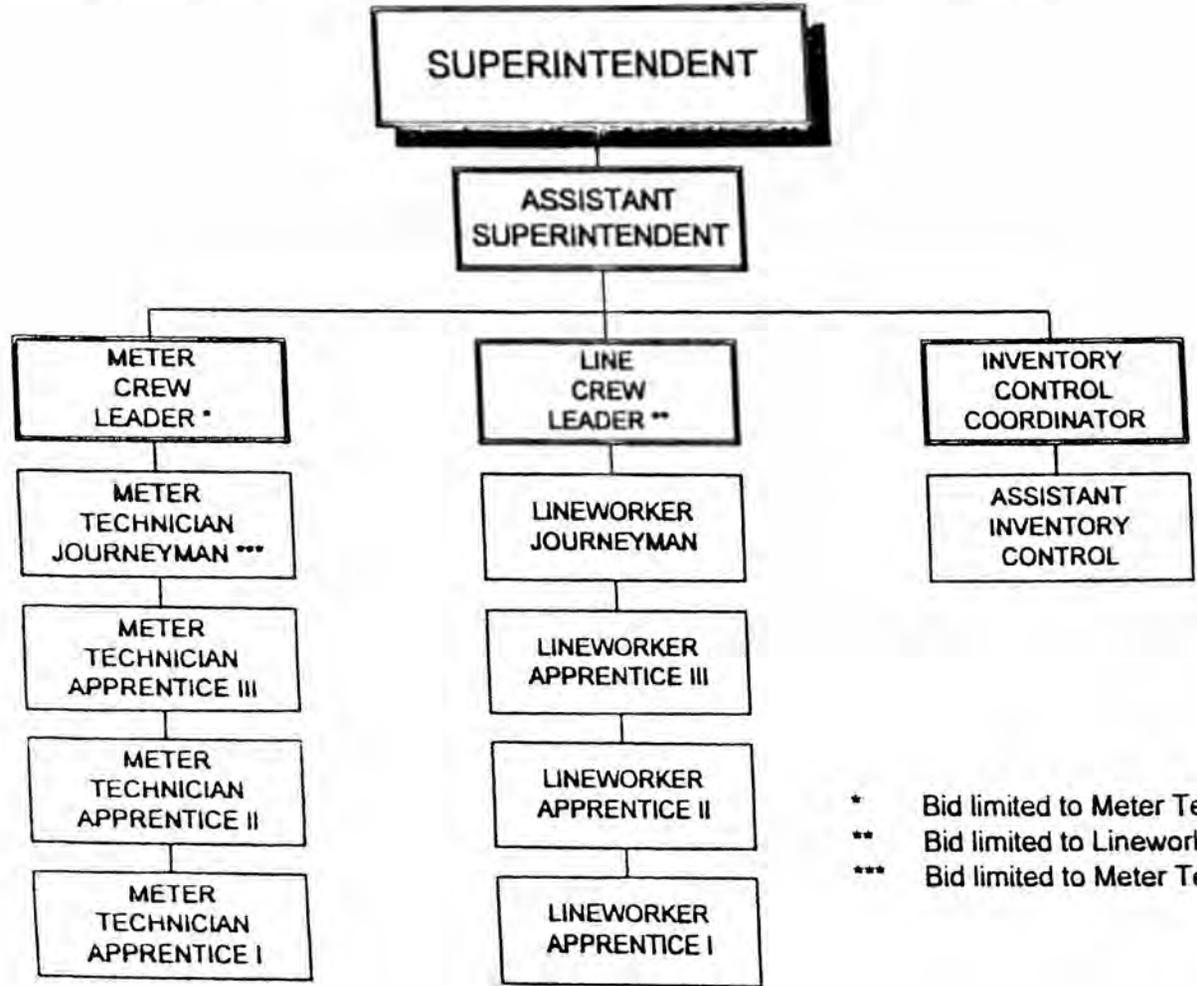
CEMETERY DEPARTMENT



09

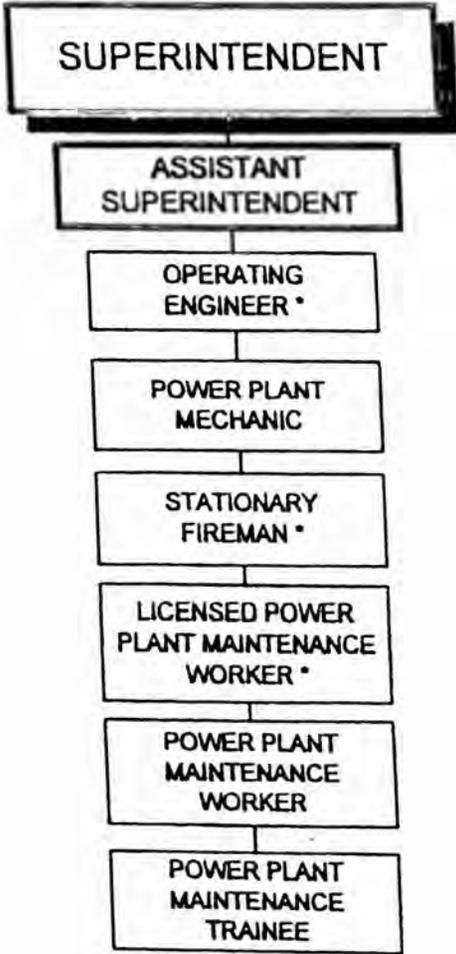
* Bid limited to the employees of the Cemetery Department.

ELECTRIC DISTRIBUTION DEPARTMENT



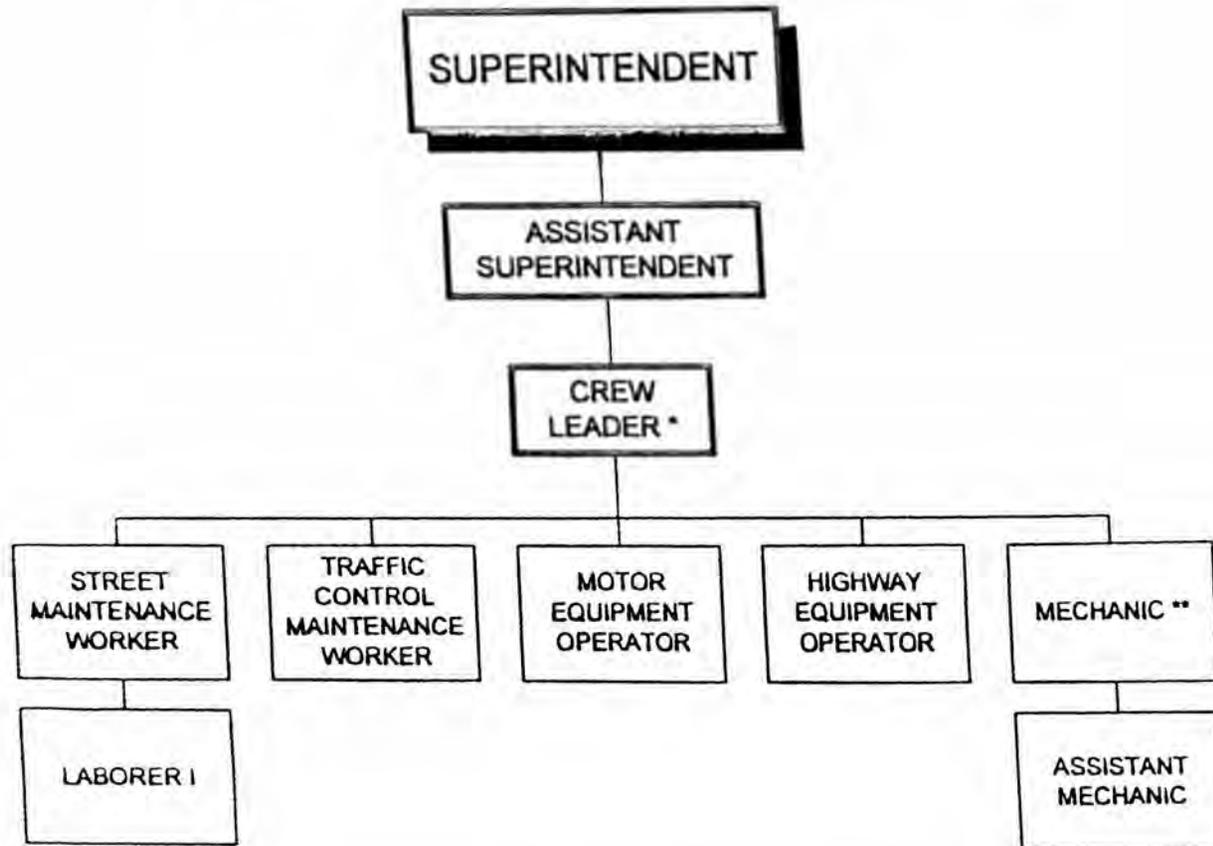
- * Bid limited to Meter Technician Journeyman.
- ** Bid limited to Lineworker Journeyman.
- *** Bid limited to Meter Technician Apprentice III.

ELECTRIC GENERATION DEPARTMENT



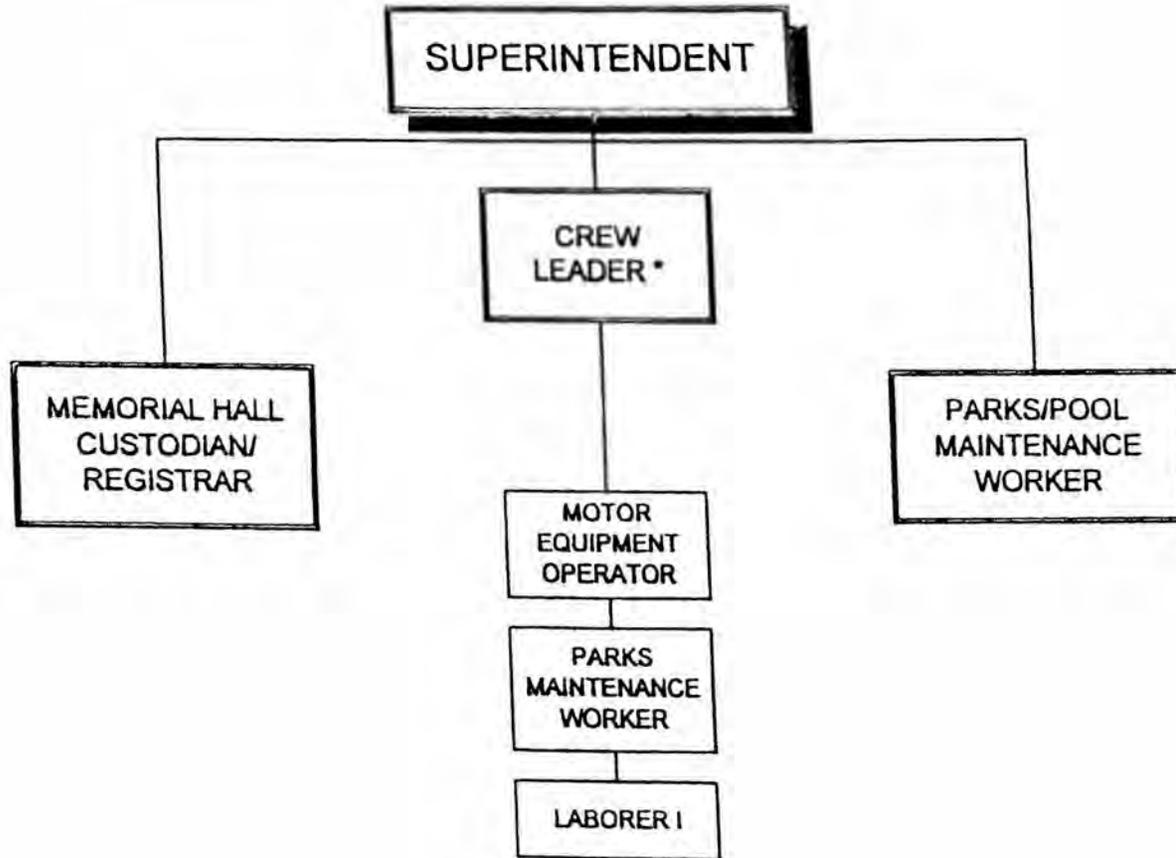
* Bid limited to Class III Stationary License. (Issued by the State of Ohio).

GENERAL SERVICES DEPARTMENT



- * Bid limited to the employees of the General Services Department.
- ** Bid limited to the Assistant Mechanic.

PARKS & RECREATION DEPARTMENT



7

* Bid limited to employees of the Parks & Recreation Department.

UTILITY OFFICE

UTILITY OFFICE
MANAGER

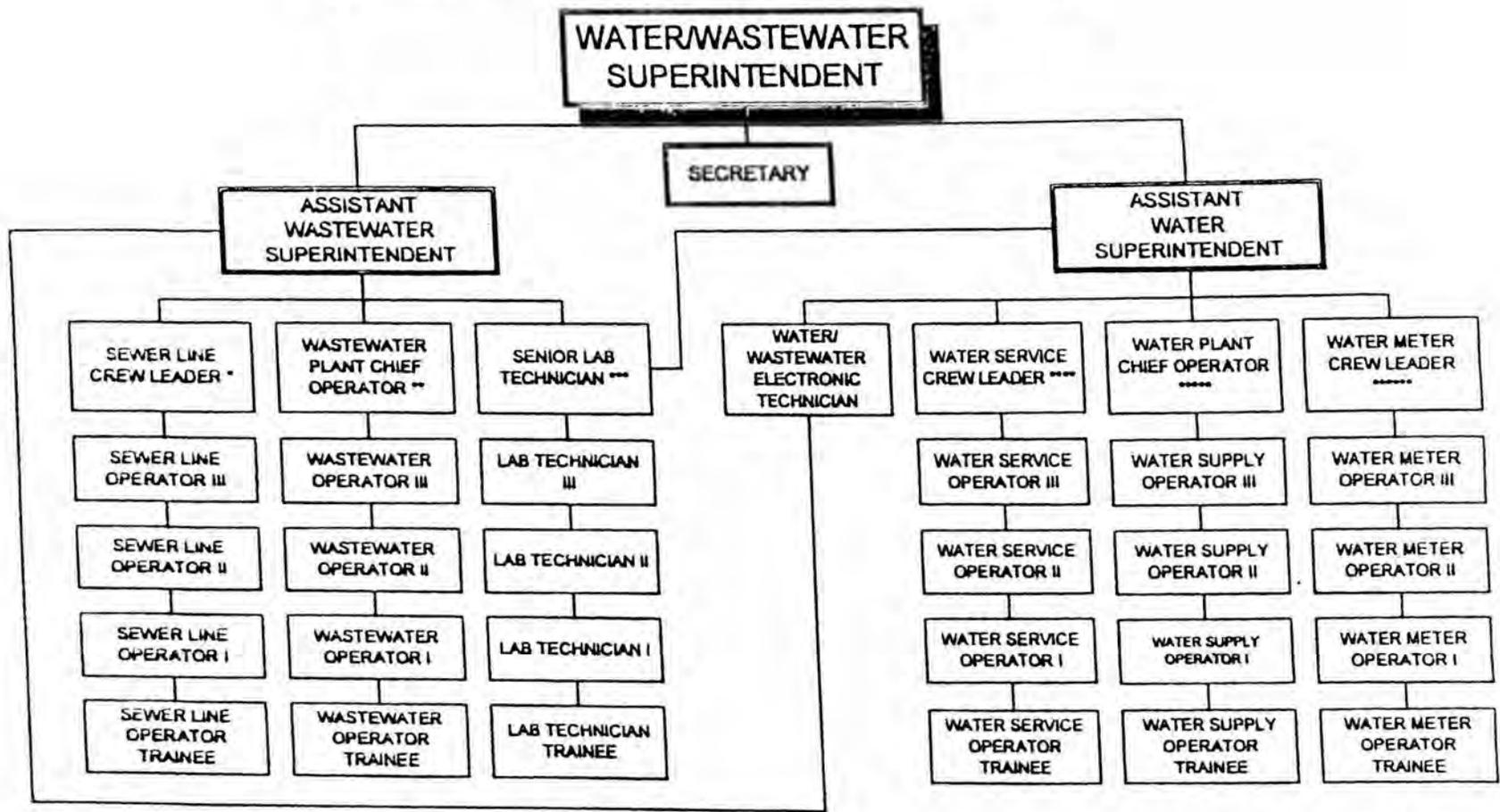
ASSISTANT
OFFICE
MANAGER

UTILITY
BILLING
CLERK

UTILITY
BILLING
CLERK

UTILITY
BILLING
CLERK

WATER/WASTEWATER DEPARTMENT



99

- * Bid limited to Sewer Line Operators II or III.
- ** Bid limited to Wastewater Operator III.
- *** Bid limited to Qualified Lab Technician III.

- **** Bid limited to Water Service Operator II or III.
- ***** Bid limited to Water Operator II or III.
- ***** Bid limited to Water Meter Operator II or III.

**LETTERS
OF
UNDERSTANDING**

To: Fred Hartsel, Greg Wiegand and members of the Negotiating Committee

From: Matt Kline - Service Director

**Re: Parks/Pool Maintenance Worker
Water Meter Crew Leader
Water Meter Operator positions
Water Service Operator positions
Motor Equipment Operator (Parks)**

The above referenced positions have, with the signing of the Labor Agreement, been created as official positions within the City of Dover's AFSCME bargaining unit. Furthermore, it is agreed that both the City of Dover and Ohio Council 8 will proceed with the necessary documents to SERB to make these positions recognized. After the proper recognition from SERB, this letter will no longer be needed for the contract and the positions will be part of the official contract.

which is correct
Friday, 3/21/86

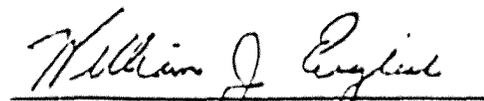
It is agreed that the \$50 an hour compensation for the hours Eric Heininger worked installing and programming the computer is for a settlement of the grievance regarding this issue and in no way sets a precedent for other employees in the bargaining unit unless negotiated and mutually agreed to between the City of Dover and AFSCME Local 2550.

It is understood that this settlement shall not be brought up in any future grievance proceedings or arbitrations.

May 7, 1986

The above proposal is acceptable in resolving the grievance as stated in our meeting on May 6, 1986.


Guy M. Smith
Mayor


William J. English
Service Director

4-15-92
D.F.S. per 2550

CITY OF DOVER

Department of Public Service
City Building, East Third Street
Dover, Ohio 44622

WILLIAM J. ENGLISH
Service Director

June 2, 1987

TO: Mr. Dave Borland
Mr. Jim Sholtz

FROM: Bill English

SUBJECT: Letter of understanding from 1987 negotiations with Local
2550 AFSCME

Gentlemen:

The issue of lighting a Boiler off from the inside was raised during
the 1987 negotiations.

This practice shall be curtailed and another technique shall be used
which will allow the Boiler firing from outside the Boiler.

William J. English

WJE/jrc

4-15-92
L.F.S. pms 2550

CITY OF DOVER

Department of Public Service
City Building, East Third Street
Dover, Ohio 44622

WILLIAM J. ENGLISH
Service Director

June 2, 1987

TO: Mr. Dave Borland
Mr. Jim Sholtz

FROM: Bill English

SUBJECT: Letter of understanding from 1987 negotiations with Local
2550 AFSCME

Gentlemen:

The issue was raised during negotiations that an unlicensed person should not be permitted to bring a Boiler on line.

The City agrees that should not happen and in addition, an unlicensed person shall not be permitted to take a Boiler off line as well.



WJE/jrc

4-15-92
W.P.S. pres 2550

CITY OF DOVER

Department of Public Service
City Building, East Third Street
Dover, Ohio 44622

AM J. ENGLISH
Vice Director

June 2, 1987

TO: Mr. Dave Borland
Mr. Jim Sholtz

FROM: Bill English

SUBJECT: Letter of understanding from 1987 negotiations with Local
2550 AFSCME

Gentlemen:

The practice of changing grates while the #4 Boiler is running was
discussed during the 1987 negotiations.

This practice will be discontinued.

William J. English

WJE/jrc

*4-15-92
J.P.L. pms 2550*

Dean
AFSCME
OHIO COUNCIL 8
AFL-CIO

680 East Market Street
Akron, Ohio 44304
Telephone: (216) 253-31

Jack Sombatl
Regional Director

January 29, 1988

Robert A. Brindza
President
William T. Endsley
First Vice-President
Theodore Patton
Secretary-Treasurer
Garnet Giles
Recording-Secretary

Mr. William G. English
City of Dover
Dover City Building
East 3rd Street
Dover, Ohio 44622

RE: LETTER OF UNDERSTANDING - WATER DEPARTMENT

Dear Mr. English:

Attached please find the signed agreement for the above referenced issue. After reviewing the language, I find it to be correct, therefore this union is in agreement with the amendment.

It is the understanding between the parties employees shall be furnished a city vehicle in carrying out their duties under this Letter of Understanding and not for personal business.

Your cooperation in this matter was greatly appreciated.

If you have any questions, please contact me.

Yours truly,

Stephen E. Wolfe
Stephen E. Wolfe
Staff Representative
Ohio Council 8

cc-D. Lautzenheiser
file

Vice-Presidents
Akron
Joseph Asher
Gary Schrader
Athens
Charles Adkins
Robert Bryan
Cincinnati
Grace Davis
Walter Collier
Cleveland
Harold Mitchell
Barbara Thomas
Columbus
Themistocles Cody
Sonny Allen
Dayton
Saundra Williams
William Boccock
Toledo
John Hurley
Cenia Willis
Youngstown
Joyce DeLuca
Michael Niro

Trustees
Joe Harrison
Jeanne Spooner
Paul Taylor

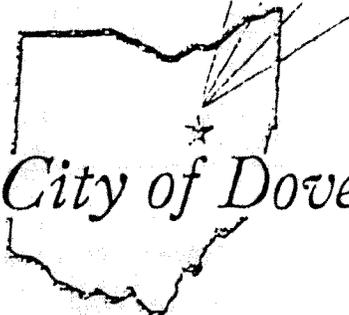
4-15-92 J.E.L.
pres. 2550

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO



#4
GUY M. SMITH
MAYOR
(216) 343-6727

CITY HALL
EAST THIRD STREET
DOVER, OHIO 44622
FAX (216) 343-7336



The City of Dover

December 19, 1991

MEMORANDUM

AFSCME
Local 2550
Dover Service Employees
Mr. Fred Hartse
Ohio Council 8 Representative

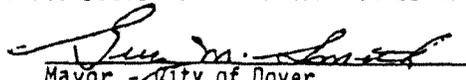
A meeting was held on Thursday, December 5, 1991, regarding a Grievance previously filed by the Union relative to the bid posting for the position of assistant mechanic in the City of Dover. The Union contends that the bid posting excludes consideration of current bargaining unit personnel because of the inability for bargaining unit personnel to be employed in on-the-job training for the position of assistant mechanic in the general services department.

It was agreed with the Union that the City will consider two candidates which the Union has suggested as possessing the experience necessary to step into the position on a on-the-job training basis subject to the following conditions:

- (1) That a 24-month probationary period be imposed upon the successful candidate.
- (2) That during the 24-month probationary period if the position of mechanic comes open, the assistant mechanic would not have exclusive rights to bid on the mechanic's position and the City would be free to interview other persons within or outside of the bargaining unit. This would necessitate an amendment to the Retrogression Charts of the existing contract and of any successive contracts for the 24 month period and remove the triple asterisk and the notation at the bottom of the Retrogression Chart. At the end of the 24-month period the asterisk would be returned.
- (3) That during the first 12 month period of the 24-month probationary period, the successful candidate would be paid at the motor equipment operator rate. That during the second 12 month period of the 24-month probationary period, the successful candidate would be paid at the highway equipment operator rate. That thereafter upon completion of the 24-month probationary period, the successful individual would be paid at the assistant mechanic rate. The actual rate will be determined by the ten current contract.

- (4) That the issue as resolved herein shall not be grievable by the bargaining unit or any member thereof. This will not be considered as setting a precedent for future placement of personnel.
- (5) That the assistant mechanic will not receive mechanic's wages in the absence of the mechanic during the probationary period.
- (6) That the individual will be expected to obtain all necessary schooling for the purpose of learning the position within the 24-month period. This will necessitate said individual seeking out said schooling, enrolling therein, and receiving reimbursement for successful completion of said schooling pursuant to union contract.
- (7) If the required skills and abilities are not secured within 24-month period, then it is agreed that the individual may be retrogressed by the City to the position from whence he came. No test is contemplated, however, reasonable progress and advancement during the 24-month period will be expected.

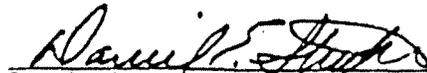
This should resolve the grievance to the satisfaction of all Parties concerned.


 Mayor - City of Dover

4-15-92
 J.P.S. Pres 2550

Approved:


 Fred Hartsel
 Ohio Council 8 Representative AFSCME


 Dan Studer
 President Local 2550

I have read and agree to
 this William E. Abel

12-30-91
 2:00 PM

January 28, 1988

Robert A. Brindza
President
William T. Endsley
First Vice-President
Theodore Patton
Secretary-Treasurer
Garnet Giles
Recording-Secretary

Mr. William G. English
Service Director
City of Dover
Dover City Building
East 3rd Street
Dover, Ohio 44622

RE: ADDITION OF CLASSIFICATIONS/PAY RATES
WATER/WASTEWATER DEPARTMENT

Vice-Presidents

Akron
Joseph Asher
Gary Schrader
Athens
Charles Adkins
Robert Bryan
Cincinnati
Grace Davis
Walter Collier
Cleveland
Harold Mitchell
Barbara Thomas
Columbus
Themistocles Cody
Sonny Allen
Dayton
Saundra Williams
William Boccock
Toledo
John Hurley
Cenia Willis
Youngstown
Joyce DeLuca
Michael Niro

Dear Mr English:

I have received the attached addendum regarding the above referenced issue and I am advising the City the Union is in agreement with the language.

It is agreed between the parties the classifications of: Lab Technician Trainee, Labor Technician 1, Lab Technician 2 and Lab Technician 3 have been added to the current bargaining unit, i.e. Article V, Bargaining Unit, Section 5.01 of the collective bargaining agreement. I have attached the mentioned Article showing the classifications added to it plus the following wage schedule which has been agreed to between the parties for the new classifications for the duration of this agreement:

Lab Technician Trainee	\$8.72
Lab Technician 1	9.68
Lab Technician 2	10.40
Lab Technician 3	11.11

I have also attached Article 15, Wages, Section 15.02 to reflect the additions for your records.

If you have any questions, please contact me.

Yours truly,

Stephen E. Wolfe
Stephen E. Wolfe
Staff Representative
Ohio Council 8
cc-D. Lautzenheiser, file

4-15-92 D.F.A. per



ADDENDUM

This Addendum to a Labor Agreement between the City of Dover and Service and Utility Employees, Ohio Council 8, and Local 2550 American Federation of State, County and Municipal Employees, AFL-CIO, which Agreement was entered into on the 24th day of June, 1987, is hereby added to said Agreement this ____ day of January, 1988.

WITNESSETH:

Be it agreed between the parties that Section 15.02 of Article 15 Wages, is hereby amended to include the following classifications with the pay rates established thereafter.

Lab Technician Trainee	\$ 8.72	NOTATION:
Lab Technician 1	9.68	
Lab Technician 2	10.40	Classifications added
Lab Technician 3	11.11	to current bargaining
		unit. Article V
		Section 5.01

Agreed this ____ day of January, 1988.

CITY OF DOVER

William English
 William English
 Service Director

Dennis D. Traver
 Dennis D. Traver
 Law Director

Gary Taylor
 Gary Taylor
 Department Head

SERVICE AND UTILITY EMPLOYEES

4-15-92 *W.S.L. per 2550*

Dean Lantieri
 By: President, Local 2250

Stephen C. Wolfe
 AFSCME Staff Representative

Wastewater Operator II	LAB TECHNICIAN TRAINEE
Wastewater Operator III	LAB TECHNICIAN 1
Water Crew Leader	LAB TECHNICIAN 2
Park Crew Leader	LAB TECHNICIAN 3
Cemetery Crew Leader*	
Cemetery maintenance Worker	

*Current Assistant Cemetery Superintendent shall not become a part of bargaining unit. When incumbent assistant leaves said position then new title shall become Cemetery Crew Leader and position shall then be a classification within the bargaining unit.

Employees who enter the retitled classifications of Lineworker Apprentice I, II, or III or Lineworker Journeyman shall be expected to advance in a reasonable period as specified under the City Lineworker Development Program (0-66 months). In the event any employee does not advance as expected and intended with reasonable additional assistance by the City, the employee may voluntarily request a transfer with Union assistance and involvement, to another vacant occupation (classification) outside of current line of progression provided the employee qualifies for the classification under the normal qualifications provided and standardized or as otherwise agreed to by the Union. It is understood, however, that if said employee does not wish to voluntarily request such transfer, then said employee will be demoted to another vacant classification within the City if any said vacancy exists. If no vacancy exists within the City outside of said employee's line of progression, then said employee shall be laid off from the classification. If said employee has sufficient seniority with the City, he will be entitled to displace the most junior employee within the City who does not hold a classification with a higher rate of pay.

Employees who enter the titled classification of Meter Service Worker B shall be expected to advance in a reasonable period as specified under the City Meter Worker Development Program (0-36 months). Any current employee in the Meter Service Worker B classification as of April 1, 1987, shall not be required, but is encouraged to advance through the development program.

5.03 The employees currently in the bargaining unit classifications of Water Operator, Waste Water Operator, Power Plant Maintenance Worker, and Power Plant Mechanic, will continue to be classified in these positions. However, at such time that any of these incumbent employees leaves such classification, except under Article XXXVI (Posting of Vacant Positions) and is returned to the incumbent's "grandfathered" position, any subsequent replacement will be made in the corresponding "licensed" classifications. In the case of Water Operator, Waste Water Operator, Power

4-15-92 *JES* *pres* 2550

Parks Maintenance Worker	8.72	(1)	
Power Plant Maintenance Worker	8.93		
Power Plant Mechanic	11.11		
Secretary	6.50	(1)	
Sewer Line Operator	9.11		
Sewer Line Operator Trainee	8.72		
Sewer Maintenance Crew Leader	11.15		
Stationary Fireman	10.40		
Store Clerk	8.72	(1)	
Storekeeper	9.25		
Street Maintenance Worker	8.72	(1)	
Water Operator Trainee	8.72		
Water Operator	9.26		WATER/WASTEWATER DEPARTMENT
Water Operator I	9.68		LAB TECH. TRAINEE \$8.72
Water Operator II	10.40		LAB TECH. 1 9.68
Water Operator III	11.11		LAB TECH. 2 10.40
Water Crew Leader	11.15		LAB TECH. 3 11.11
Wastewater Operator Trainee	8.72		
Wastewater Operator	9.26		
Wastewater Operator I	9.68		
Wastewater Operator II	10.40		
Wastewater Operator III	11.11		
Operating Engineer	11.11		

Note (1) Persons hired or transferring from out of their divisions into these classifications shall be paid 15% less than the regular rate during their probationary period. At the termination of the probationary period (120 days) then the full rate shall be paid.

15.03 As additional compensation the City of Dover hereby agrees that effective on the first pay period commencing after the execution of this labor agreement it will pick up and pay 4.5% of the bargaining unit employee's share of contribution to the Public Employee's Retirement System as if the employee were still contributing the employee's required contribution in that amount.

15.04 As additional compensation the City of Dover hereby agrees that commencing effective the first pay period after April 1, 1988, after the execution of this labor agreement it will pick up and pay 8.5% of the bargaining unit employee's share of contribution to the Public Employee's Retirement System as if the employee were still contributing the employee's required contribution in that amount.

4-15-92 *D.S.L. pres 2550*
-18-

Jan. 6, 1985

CITY OF DOVER
WATER/WASTEWATER LABORATORY

LAB TECHNICIAN TRAINEE

ACCEPTABLE EXPERIENCE, TRAINING, AND CERTIFICATES: Completion of a standard high school course. Willing to take related training courses to update and improve skills.

LAB TECHNICIAN I

ACCEPTABLE EXPERIENCE, TRAINING, AND CERTIFICATES: Completion of a standard high school course, with anyone of the following:

- A) one year of college laboratory courses or one year of laboratory experience in a water or wastewater laboratory,
- B) a Class I Wastewater Analyst certification as issued from the Ohio Water Pollution Control Association,
- C) completion of the Wastewater Laboratory I Course sponsored by the Operator Training Training Committee of Ohio,
- D) completion of the Membrane Filter Technique sponsored by the Operator Training Committee of Ohio.

And willing to take related training courses to update and improve skills.

LAB TECHNICIAN II

ACCEPTABLE EXPERIENCE, TRAINING, AND CERTIFICATES: Completion of a standard high school course, with the following:

- A) two year of college laboratory courses or two year of laboratory experience in a water or wastewater laboratory; or completion of the Wastewater Laboratory I Course sponsored by the Operator Training Training Committee of Ohio,
- B) a Class I Wastewater Analyst certification as issued from the Ohio Water Pollution Control Association,
- C) completion of the Membrane Filter Technique sponsored by the Operator Training Committee of Ohio.

And willing to take related training courses to update and improve skills.

4-15-92 J.S.D. per 2550

LAB TECHNICIAN III

ACCEPTABLE EXPERIENCE, TRAINING, AND CERTIFICATES: Completion of a standard high school course, with the following:

- A) three year of college laboratory courses or three year of laboratory experience in a water or wastewater laboratory; or completion of the Wastewater Laboratory II Course sponsored by the Operator Training Training Committee of Ohio,
- B) a Class II Wastewater Analyst certification as issued from the Ohio Water Pollution Control Association,
- C) completion of the Membrane Filter Technique sponsored by the Operator Training Committee of Ohio.

And willing to take related training courses to update and improve skills.

PAY RATES

LAB TECHNICIAN TRAINEE	\$ 8.72
LAB TECHNICIAN I	\$ 9.68
LAB TECHNICIAN II	\$10.40
LAB TECHNICIAN III	\$11.11

4-15-92 D.F.J. pms 2550

LETTERS OF UNDERSTANDING

Be it understood between the City of Dover and the Service and Utility Employees, Ohio Council 8 and Local 2550 of the American Federation of State, County and Municipal Employees, AFL-CIO, that the following items of understanding shall apply to the interpretation of any of the provisions of the current agreement dated June 24, 1987, as said Agreement may be applied to the checking of water pumps at the water plant:

A. All overtime for checking the water pumps by water personnel will be considered as regularly scheduled overtime and will not constitute emergency call out.

B. Employees will rotate the responsibility for checking the pumps on a weekly basis.

C. Compensation will be paid on the basis of one and a half (1 1/2) times the employees rate of pay for one (1) hour per work day and ~~three~~ (3) hours per holiday, Saturday and Sunday. ~~(3)~~ D.S. 3 Hrs

The pumps will be checked a minimum of three (3) times each day by the employee responsible.

4-15-92
R.F.J. pres. 2550

This Letter of Understanding is entered into this _____
day of January, 1988.

CITY OF DOVER

William English
William English
Service Director

Gary Taylor
Gary Taylor
Waste Water Superintendent

SERVICE AND UTILITY EMPLOYEES

Dean Jantzen
President, Local 2250

Stephen E. Wolfe
AFSCME Staff Representative
Ohio Council 8

4-15-82
H.F. J. pers 2550

CITY OF DOVER

Department of Public Service
City Building, East Third Street
Dover, Ohio 44622

WILLIAM J. ENGLISH
Service Director

August 27, 1990

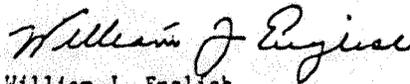
Mr. Steve Wolfe
AFSCME
680 East Market Street
Akron, Ohio 44304

Dear Steve:

This letter is to formally request the position of Traffic Control Maintenance Worker be established. The job description is attached as Exhibit "A". The new retrogression chart is attached as Exhibit "B" which replaces the old retrogression chart, Exhibit "C".

If you have any questions concerning this, please call or write.

Sincerely,



William J. English
Service Director

WJE/jrc

Attachments

4-15-92 H.P.S. per 2550

September 28, 1990

ADDENDUM TO THE AGREEMENT

This addendum to the Collective Bargaining Agreement, dated May 9, 1989 will go into effect after approval by AFSCME Local 2550 and Dover City Council. The following items are part and parcel to this addendum.

1. The retrogression chart in the agreement and classification manual will be revised to the current proposed chart (Exhibit 1).
2. The old retrogression chart is declared null and void (Exhibit 2).
3. The new job title and description of Traffic Control Maintenance Worker is approved (Exhibit 3).
4. The old job title and description are declared null and void (Exhibit 4). *AS IT RELATES TO THE TRAFFIC CONTROL POSITIONS.*
5. Article XV will include a wage rate of \$9.60 per hour until 4/1/91 at which time the rate will be \$10.13. *WJE 10/1/90
DES 10-1-90*

FOR THE CITY

[Signature]
William J. Eugene
[Signature]
Richard S. Hobbs

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

4-15-92 D.P. 2550

AUGUST 7, 1989

Agreement Between the City of Dover,
AFSCME Local 2550 and Ohio Council 8

The above parties hereby agree to add
the newly created classification of Senior
Laboratory Technicians to the current bargaining
unit outlined in the current collective bargaining
agreement between the above referenced parties.

It is also agreed this newly created
classification will be submitted to the AFSCME/
Ohio Council 8 Office in Columbus, Ohio to be sub-
mitted to the State Employment Relations Board
(SERB) for approval.

William J. English
WILLIAM J. ENGLISH
CITY OF DOVER
SERVICE DIRECTOR

Dean Lautzenheiser
DEAN LAUTZENHEISER
PRESIDENT, AFSCME LOCAL 2550

Stephen E. Wolfe
STEPHEN E. WOLFE
STAFF REPRESENTATIVE

4-15-92 D.E.J. p. 2550

LETTER OF UNDERSTANDING

The following is a clarification and the proper interpretation of the Labor Agreement between the City of Dover and the Service and Utility Employees, Ohio Council 8 and Local 2550 of the American Federation of State, County and Municipal Employees. This is not considered in any way to be a re-negotiation. It is just a mutual understanding of how the contract should read.

HOLIDAY AND HOLIDAY PAY

ARTICLE XIX

19.01(C) Employees shall be entitled to holiday pay for the normally scheduled hours of work not to exceed eight (8) hours for each of the listed holidays, regardless of the employee's work shift and schedule.

19.01(D) . If any employee is required by his department head or by the Service Director or the Mayor to work on the date established as a holiday, he shall be entitled to pay at one and one-half (1-1/2) times his normal hourly rate for the hours worked on the holiday in addition to his holiday pay; except that, for Thanksgiving Day, Christmas Day and New Years Day, an employee who is required by the City to work on the day observed shall be entitled to pay at two (2) times their normal rate of pay for the hours worked on that holiday in addition to his holiday pay.

Agreed on this date March 12, 1996.

On behalf of Local 2550

Fred L. Hunt
Margaret Legend
Walter J. Stephens
Doris F. Leppi
Michael D. Murphy

On behalf of the City of Dover

Matthew D. Kline
Richard G. Womack

February 24, 1998

**RE; Labor Contract between the City of Dover, Ohio and the American Federation
Of State, County and Municipal Employees, Ohio Council 8, and Local 2550.**

**This statement shall serve as evidence that all of the proposed changes to
the existing contract, between the above mentioned parties, as they relate to
grammar, punctuation and or clarification, are not meant to nor do they, change
the meaning, practice or intent of the contract in existence or any future
contracts that they will or may be included in.**

**This fact is further agreed to by the following signatures for and on behalf
of the above mentioned parties.**

The City

2-28-98

Richard J. Worringham
W. H. Dwyer

The Union

Richard B. Kelley
Alton A. Hutter
Larry L. Purnell
R. M. W.
Cecil Stobrey
W. H.
W. H.
P. F. J.
D. N. N.

SETTLEMENT AGREEMENT

Pursuant to an agreement, dated March 16, 1998, between the Union and the City, the following is agreed to in reference to AAA Case #53-3900039596.

The City would pay a lump sum, in the amount of \$57,271.13, in settlement of the ruled "Me Too" violation of the Contract dated April 1, 1995 - March 31, 1998. Said lump sum amount was agreed to by both the City and the Union. The City and the Union further agreed that said lump sum payment would be distributed in the form of individual checks, made out to each employee of the Union in accordance with the amount each employee was entitled to. Said amount each employee was entitled was provided to the City by the Union. Said checks were to be issued no later than April 24, 1998, or the first full pay period following ratification of the contract by both the Union and the City.

Furthermore, it was agreed that said checks would be issued separately from the employees regular paychecks.

In addition to the above agreement the Union also agreed to drop the arbitration case regarding the ruled "Me Too" violation, in exchange for the City's fulfillment of the above agreement.

The above agreement was fulfilled via the issuance of the aforementioned checks on Thursday, April 23, 1998.

LETTER OF UNDERSTANDING

Be it understood between the City of Dover and the Service and Utility Employees, Ohio Council 8, and Local 2550 of the American Federation of State, County, and Municipal Employees, AFL-CIO, that the provisions of section 26.01 of the labor agreement entered between the parties shall be subject to the following contingencies:

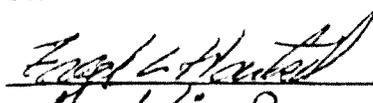
1.) That the following specifically listed current employees of the City of Dover shall be exempt from application of current Ohio Revised Code Section 9.44, now and in the future, for so long as they remain continuously employed with the City of Dover:

- a. Mark Keyser
- b. Michael Lengler

Said employees shall be entitled to carry-over vacation time from their previous employment with a political sub-division.

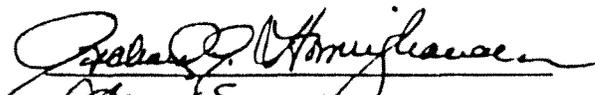
2.) That no other current or future employees shall be exempt from the application of Ohio Revised Code Section 9.44 as it relates to the transfer and application of vacation time accrued through previous employment with other political sub-divisions.

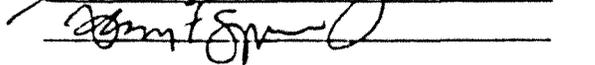
On behalf of Local 2550, AFSCME
AFL-CIO, and Ohio Council 8,
AFSCME





On behalf of the City of Dover, Ohio
Administration, and City Council





July 16, 2001
Date

LETTER OF UNDERSTANDING

FIBER OPTICS

The parties agree that if and when the City of Dover creates a Fiber Optics System, which is now contingent upon approval of the Dover City Council, that the proposed following classifications shall become part of this collective bargaining agreement:

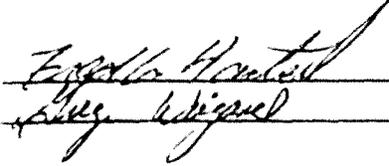
- Communications Crew Leader
- Communications Line Worker I
- Communications Line Worker II
- Communications Line Worker III
- Fiber Optics Crew Leader
- Fiber Optics Technician I
- Fiber Optics Technician II
- Fiber Optics Technician III

The parties agree that the Fiber Optics System shall become a separate department and staff.

The parties agree that a training program shall be created.

The parties agree that in the interim period, a Labor/Management Committee shall develop a plan and schedule for training, to coincide with the construction of the system, prior to the establishment of the department.

On behalf of Local 2550, AFSCME
AFL-CIO, and Ohio Council 8,
AFSCME



On behalf of the City of Dover, Ohio
Administration, and City Council



July 16, 2001

RE; Labor Contract between the City of Dover, Ohio and the American Federation of State, County and Municipal Employees, Ohio Council 8, and Local 2550.

This statement shall serve as evidence that all of the proposed changes to the existing contract, between the above mentioned parties, as they relate to grammar, punctuation, typographical errors and/or clarification, are not meant to nor do they, change the meaning, practice or intent of the contract in existence or any future contracts that they will or may be included in.

This fact is further agreed to and is evidenced by the following signatures for and on behalf of the aforementioned parties.

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE CITY

[Signature]
[Signature]
[Signature]
[Signature]

July 16, 2001
DATE

LETTER OF UNDERSTANDING

It is the parties' intention that, when and if the City Administration is given authorization to hire the positions of:

- Communications Crew Leader*
- Communications Technician III*
- Communications Technician II*
- Communications Technician I*

that duly qualified Electric Light Field Employees trained in the installation and handling of Fiber Optic Cable, Hardware, Software and associated items and technology, shall be given priority over employees working for the City in bidding for the initial hire and/or vacancies in the aforementioned positions.

*On behalf of Local 2550, AFSCME
AFL-CIO, and Ohio Council 8,
AFSCME*

[Handwritten signatures on lines]

*On behalf of the City of Dover, Ohio
Administration, and City Council*

[Handwritten signatures on lines]

Signed: July 13, 2004

LETTER OF UNDERSTANDING

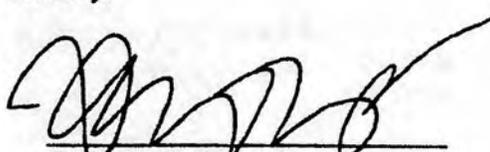
The Parties agree that the position of **Ground Worker-Truck Driver**, shall be revived and reinstated in the bargaining unit and become subject to the current collective bargaining agreement and the accompanying list of duties and qualifications.

The wages shall be as follows:
April 1, 2004 \$17.07 per hour
April 1, 2005 \$17.58 per hour
April 1, 2006 \$18.11 per hour

This agreement shall come effective immediately.

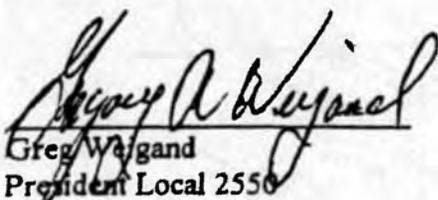


Fred Hartsel
AFSCME Ohio Council 8



Zachary T. Space
City of Dover

11/10/04



Greg Weigand
President Local 2550

Letter of Understanding

This letter of understanding is entered on the 16th day of SEPTEMBER 2008, to clarify certain rights and responsibilities of those City of Dover Water Service Operators and Water Meter Operators who have or may obtain OTCO Backflow Prevention certification.

It is hereby understood and agreed as follows:

1. The current Water Service Crew Leader Rick Kempfer, current Water Service Operators Robert Harriff, Brett Miller and James Giument; and current Water Meter Crew Leader, Paul Tiratto shall not be required to possess and maintain the OTCO Backflow Prevention Certificate of Competency. The City will continue to pay the costs involved for the above mentioned employees to maintain their current certification.
2. Employees transferred or hired, after the date of this letter of understanding, to the Water Service Operator and Water Meter Operator positions will be required to obtain the OTCO Backflow Prevention Certificate of Competency within twenty-four months of the date of hire or transfer.
3. The City agrees to pay the costs to obtain City mandated licenses and certifications and the costs of required training to maintain these licenses and certificates.
4. Those Water Service Operators and Water Meter Operators who possess an OTCO Backflow Prevention Certificate of Competency shall only be requested to test and, where applicable, service "containment" backflow devices within City owned buildings. Said employees shall service or repair said devices upon detection of the need thereof, with the exception of any such devices that are located in or about the Dover Light Plant, which shall be serviced or repaired by independent contractors.
5. The City will indemnify and hold Dover Water Service Operators and Water Meter Operators harmless for any and all damages that arise as the result of inspections, service, or repairs of backflow devices, when said employees conduct said inspections, service, or repairs while in the scope and course of their employment with the City.
6. Any certification resulting from the inspection, service, or repairs of backflow devices by Dover Water Service Operators or Water Meter Operators, shall be signed by the employee conducting said inspection, service, or repair. Such certifications shall be reviewed and signed off on by the City of Dover Assistant Water Superintendent, or other duly qualified City supervisors.

The terms of the within Letter of Understanding shall take effect immediately.

On behalf of Local 2550, AFSCME
AFL-CIO, and Ohio Council 8,
AFSCME

Steve P. Pifer
Robert Harriff
Brett Miller
James P. Giument
Rick Kempfer
Paul Tiratto
Wayne Wood

On behalf of the City of Dover, Ohio
Administration, and City Council

Richard D. Stonehouse
Richard D. Stonehouse
Richard D. Stonehouse

MEMORANDUM OF UNDERSTANDING

Now comes the City of Dover (hereinafter referred to as "Employer") and AFSCME Ohio Council 8 and Local 2550 (hereinafter referred to as "Union"), and they hereby enter into the following agreement:

1. Effective April 1, 2013 all new employees hired by the City into the Water Service Department/Division shall be required to obtain a Class A commercial driver's license (CDL) within eighteen (18) months from their date of hire, as required for the performance of their job duties;
2. Effective April 1, 2013 all employees currently working in the Water Service Department/Division shall not be required, as part of their continued employment with the City in their current department, to obtain a CDL and shall be grandfathered from that requirement, within their department;
3. Effective April 1, 2013, grandfathered employees that bid on a position in another department that requires an employee have a CDL for the performance of their job duties, and are transferred into the other department, shall lose their grandfather status and will be required to obtain a CDL within eighteen (18) months of their transfer into the other department; and
4. The City and Union may agree to extend the time for an employee to obtain their CDL where there are circumstances beyond an employee's control that prevents the employee from timely obtaining their CDL.

This agreement is entered into on this _____ day of February, 2013.

FOR THE CITY:

FOR THE UNION:

Mayor Richard Homrighausen

Tyler Espenschled, President

Dave Douglas, Service Director

Shelby L. Woodall, Staff Representative