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AGREEMENT
BETWEEN
THE CITY OF GALION
AND
LOCAL NO. 2243, COUNCIL 8
OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

EFFECTIVE:

January 1, 2014 through December 31, 2016

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STATEMENT OF PURPOSE

This Agreement is entered into by and between the City of Galion, Ohio, hereinafter referred to as “the Employer” or as “the City,” and Local No. 2243, Council 8, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as “the Union.”

The parties’ purpose in entering into the Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code; to provide for an equitable and peaceful resolution of differences in accordance with the grievance procedure established herein; and to establish wages, hours, and other terms and conditions of employment for bargaining unit employees as set forth in this Agreement.

In accordance with the provisions of Ohio Revised Code Section 4117.10(A) all provisions listed in the Table of Contents of this Agreement are intended to supersede and/or prevail over conflicting subjects found in ORC sections 124.01 through 124.56, and the Rules and Regulations of the Civil Service Commission of the City of Galion.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours, and other terms and conditions of employment for all regular full-time employees employed by the City in the following classifications:

- Administrative Clerk
- Apprentice Line Maintenance Worker
- Electric Line Crew Chief
- Electric Line Storekeeper
- Driver/Groundworker
- Journeyman (M/F) Line Maintenance Worker
- Laboratory Technician
- Maintenance Crew Chief
- Maintenance Mechanic
- Meter Reader
- Meter Reader Crew Chief
- Motor Equipment Operator I
- Motor Equipment Operator II
- Treatment Plant Crew Chief
- Treatment Plant Maintenance Mechanic
- Treatment Plant Operator
- Treatment Plant Operator Trainee
- Tree Trimmer Crew Chief
- Tree Trimmer I
- Tree Trimmer II
- Utility Storekeeper

Section 1.2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

Section 1.3. Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, temporary, casual, seasonal, and employees who do not meet the definition of a public employee under O.R.C. 4117 shall be excluded from the bargaining unit.

Section 1.4. In the event that the City decides to fill a position, which did not exist on the effective date of this Agreement, the City and the Union shall, upon request of the Union, meet to discuss (but not negotiate) whether such position warrants inclusion or should be excluded from the bargaining unit under the standards of O.R.C. Chapter 4117. If the parties cannot agree, the Union may seek what recourse it has before the State Employment Relations Board.

If the parties agree that such position is included in the bargaining unit, the Employer shall assign a rate of pay to the position and notify the Union, in writing, of the assignment. If the Union disputes the pay assignment, it may file a grievance within five (5) work days from the date of receipt of notification initiated at the Safety Service Director's step. If the parties are unable to resolve the grievance, it may be advanced to arbitration pursuant to the arbitration section in this Agreement. The arbitrator shall have specific authority to determine the rate of pay for the new position. The arbitrator's decision, if different from the Employer's assignment, shall be effective on the date the Employer first assigned a rate of pay to the new position.

ARTICLE 2

PROBATIONARY PERIOD

Section 2.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. If a probationary employee hired on or after January 1, 2008 misses more than ten (10) workdays during the employee's probationary period, the probationary period will automatically be extended by the number of days missed in excess of ten (10). Upon completion of such probationary period, an employee shall be entitled to the benefits of this Agreement and shall have as his seniority date the original date of hire. A newly hired employee may be terminated any time during the probationary period and shall have no appeal over such removal.

Section 2.2. A newly promoted employee shall be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. If a newly promoted employee, promoted on or after January 1, 2008, misses more than ten (10) workdays during the employee's promotional probationary period, the promotional probationary period will automatically be extended by the number of days missed in excess of ten (10). A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probation period.

An employee on a promotional probationary period shall be permitted to disqualify himself and shall be permitted to return to his former position after remaining in the new position for a minimum of thirty (30) calendar days and before the completion of the forty-fifth (45th) calendar day. An employee requesting to disqualify himself shall give a written statement to the Division Head stating the reason(s) he wishes to self disqualify. An employee disqualifying himself shall

not be permitted to apply for the same position classification for three (3) years from the date the self disqualification became effective.

ARTICLE 3 **DUES DEDUCTION**

Section 3.1. The City agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit, upon the successful completion of their individual new hire probationary periods.

Section 3.2. The City agrees to deduct regular Union membership dues, fees, and assessments the first pay period each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee or the local Union Officer. Upon receipt of the proper authorization, the City will request the City Auditor to deduct Union dues, fees, and assessments from the payroll check for the pay period following the pay period for which the authorization was received by the City and in which Union dues, fees, and assessments are normally deducted.

The remittance from the City shall be accompanied by the following lists:

1. The employees for which deductions were made, the names, addresses, and last four digits of the social security number of the employee, and the amount deducted.
2. The name of each employee whose name has been dropped from the prior deduction list and the reason for the omission.

Section 3.3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees, and assessments and the Union hereby agrees that it will indemnify and hold the City, its agents, and its representatives harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The City shall be relieved from making such individual "check-off" deductions upon (1) termination of employment, or (2) transfer to a job other than one covered by the bargaining unit, or (3) layoff from work, or (4) an agreed unpaid leave of absence, or (5) revocation of the "check-off" authorization in accordance with its terms.

Section 3.5. The City shall not be obligated to make dues, fees, or assessments deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred.

Section 3.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.8. Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement except as otherwise provided in this Agreement.

Upon written notice by certified mail to the Union, the City may cancel upon the termination date of this Agreement all dues deductions.

Section 3.9. Fair Share Fee. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on the later of:

- A. The first day of the pay period following execution of this Agreement for each employee who has been employed for more than sixty (60) days; or
- B. The first day of the pay period following the pay period in which the employee completes his sixty-first (61st) day of employment.

Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee.

Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions. The Employer shall provide the Union an alphabetical list of the name, address, and last four digits of the Social Security number of each employee on whose account a fair share fee was deducted the previous month, including the amount of the deduction.

Fair share fees shall not exceed regular Union dues. Fair share fees shall not include expenses which do not arise, directly, out of the Union's duty of fair representation to the employees governed by this Agreement. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Union's most current rebate procedure. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer's obligation to deduct fair share fees is contingent upon:

- A. The Union's fulfillment, on the behalf of each non-member bargaining unit employee, of each obligation established in the Union's most current rebate procedure.
- B. Maintenance of a constitutionally adequate challenge and rebate procedure as provided in the Union's most current rebate procedure.

The Union may amend the rebate procedure by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after actual receipt of the amendments by the Employer.

The Employer may, at any time, seek judicial review of any provision of this article.

The Union warrants and guarantees that no provision of this article violates the laws or Constitutions of either the United States of America or the state of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of fair share fees. The Union shall indemnify, save, and hold the Employer harmless from any claim, action, or proceeding brought by any person or entity arising out of deductions made by the Employer pursuant to this Article.

This Article contains the entire agreement between the Union and the Employer regarding fair share fees. All other agreements, whether written or oral, prior to or contemporaneous, are void. This Article may not be amended except by writing signed by both the Employer and the Union.

ARTICLE 4 **UNION REPRESENTATION**

Section 4.1. The City will recognize non-employee Council 8 representatives as Union representatives in accordance with this Agreement upon receipt of a letter identifying the representatives signed by the Council 8 administrative officer or his designee.

Section 4.2. The Union shall submit in writing the names of employees who act as Union representatives for processing grievances as defined in the Grievance Procedure. The City shall recognize as Union representatives the President of the Local or in his absence the Vice-President, and a maximum of seven (7) stewards. The Union shall notify the City in writing of changes of all stewards or officers of the Local. An employee will not be recognized to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 4.3. The Union shall provide to the Employer an official roster of its officers and local Union representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. The immediate supervisor
5. Union office held

Section 4.4. The stewards shall obtain permission from their immediate supervisor (first level in the division outside of the bargaining unit) and notify their immediate supervisor when leaving their job to handle grievances and shall report when returning to work. Supervisors will not unreasonably deny approval, but maintain the right to schedule activities so as to minimally impact work production. An alternative time may be allotted for the steward to leave the job to handle the grievance which shall not exceed twenty-four (24) hours from the initial request. The President of the Union shall serve as Chief Steward. In the event of the absence of the President, the Vice President shall serve as Chief Steward. Union stewards and officers shall be entitled to the necessary time off during working hours, without loss of pay, to process, investigate, and present grievances which arise within their divisions and to conduct Union business relative to

matters involving bargaining unit employees. Prior to leaving their work areas stewards must sign in and out on the steward's log.

Grievance hearings shall be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 4.4 of this Article.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity. The supervisor in charge shall not routinely deny a steward or officer the right to perform authorized Union activity.
- C. The Union employee official (President, Vice-President or steward) shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor. If said officer or steward is requested to cease Union activity, then that person shall have rights under Step 1 of the grievance procedure to challenge whether or not the request to cease activity was given for reasons that are just.
- D. A Union employee official abusing the rules of this Section is subject to disciplinary action and he shall have the right to grieve such disciplinary action.

Section 4.6. The City agrees that representatives of the American Federation of State, County, and Municipal Employees, AFL/CIO such as local Union representatives, Council 8 and/or International Union representatives shall have access to the premises of the City at any time during the working hours of the employees involved in the situation at hand to conduct Union business upon a twenty-four (24) hour notice to the City. Notice shall be given to the Safety Service Director prior to such visit and all such visits shall be made in such a manner as to not disrupt the operations of the City.

Section 4.7. The Employer may permit the Union to use the Employer's meeting facilities for Union meetings, provided the Employer has received sufficient advance notice and the facility is available. The meeting may not interfere with the operations of the Employer.

ARTICLE 5 **BULLETIN BOARDS**

Section 5.1. The City agrees to provide bulletin boards for the Union in each division.

Section 5.2. All Union notices which appear on the bulletin boards shall be posted, signed, and removed only by authorized employee representatives. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:

1. Union recreational and social affairs;
2. Notice of Union meetings;
3. Union appointments;
4. Notice of Union elections;
5. Results of Union elections;
6. Legislative reports;
7. Reports of non-political standing committees and independent non-political arms of the Union.

All other notices of any kind not covered in 1-7 above must receive prior approval of the Safety Service Director or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contain scandalous, scurrilous, or distasteful materials, nor derogatory or personal attacks on the City, its officials, its employees or others, nor attacks on or favorable comments regarding candidates for public office. Such materials shall be immediately removed by the Union or the City.

Section 5.3. Repeated violations of any provisions of this article or misuse of City time related to bulletin boards shall subject the Union to revocation of bulletin board posting privileges by the Employer.

ARTICLE 6

LABOR/MANAGEMENT MEETINGS

Section 6.1. In the interest of sound labor/management relations, upon request by either party and at a time agreeable to both parties, on a mutually agreeable day and time the Safety Service Director and/or his designees shall meet with not more than three (3) employee representatives and one representative of AFSCME Council 8 to discuss those matters addressed in Section 6.2. Additional representatives may attend by mutual advance agreement.

Section 6.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit employees;
3. Disseminate general information of interest to the parties;
4. Discuss ways to increase productivity and improve efficiency;
5. Consider and discuss health and safety matters relating to employees;

6. Discuss other matters mutually agreed to by the parties.

Section 6.3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 6.4. Labor/management meetings are not intended to be negotiations sessions to alter or amend the basic agreement.

ARTICLE 7

NONDISCRIMINATION

Section 7.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, national origin, disability, religion, or military status. The Union shall share equally with the Employer the responsibility for applying this article of the Agreement.

Section 7.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.4. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1. Except as expressly limited herein, the Employer shall have the exclusive right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 8.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement are reserved to the Employer.

ARTICLE 9

CORRECTIVE ACTION

Section 9.1. Employees may be disciplined for just cause and disciplinary action may include an oral reprimand, a written reprimand, a suspension, a working suspension, a reduction in pay and/or position, or discharge. The Employer may keep written records of oral reprimands.

Section 9.2.

- A. Except in instances where the employee is found guilty of serious or gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.3. When the Employer has reason to believe an employee warrants a suspension, reduction, or discharge, such employee may be placed on paid administrative leave pending a predisciplinary hearing. The purpose of a predisciplinary hearing is to give the employee notice of the allegations made against him and provide the employee with an opportunity to be heard as to those allegations. The Employer shall give the employee and the Union written notice of the predisciplinary hearing which shall contain the allegations and notice of the time and date of the hearing, and an election of whether the employee accepts or rejects Union representation at such hearing, with the employee initialing and dating his choice. The employee may elect to waive his right to a predisciplinary hearing but shall be required to do so in writing to the Employer. If an employee fails to attend the predisciplinary hearing it shall be deemed that the employee has elected to waive his right to the hearing. If the employee's Union representative is unable to attend the hearing as scheduled, the Employer shall agree to reschedule the hearing, but the rescheduled hearing date will be within three (3) working days of the original hearing date. For purposes of this Article the term "working days" shall mean Monday through Friday excluding holidays designated in this Agreement.

The Employer shall exercise due diligence in the investigation and administration of disciplinary action.

Section 9.4. Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action on the same or a similar subject taken during that time period.

Section 9.5. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9.6. Disciplinary records entered into an employee's personnel file will be signed and dated by the employee and the employee will be provided a copy.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 10.1. The term "grievance" shall mean an allegation by a nonprobationary bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement.

Section 10.2. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

A grievance may be brought by any employee in the bargaining unit, except a probationary employee, and where a group of such bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group shall process the grievance as a "group grievance." To be considered a grievant covered by a group grievance each employee must be named on the grievance form and sign the form.

The Union may file a grievance under this procedure only when the matter affects a majority of bargaining unit employees in a specific division in which the grievance originated. The Union President will sign the grievance form for all Union grievances.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered denied and may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be waived by mutual consent of the parties. For purposes of counting time under this procedure, where the last day a grievant or respondent is required to perform an act under the time limits set out in this Article falls on a holiday, the time limit for performing the act shall be extended to the end of the next calendar day.

Section 10.3. All the written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed;
4. Date grievance was filed in writing;

5. Name of supervisor with whom grievance was discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Articles and Sections of the Agreement violated; and,
10. Resolution requested.

Section 10.4. The following steps shall be followed in the processing of a grievance, in order for a grievance to receive consideration. Any grievance concerning a discharge or suspension of more than five (5) working days shall be initiated at Step 2. Such grievance must be presented within seven (7) calendar days of the disciplinary action.

A grievance must be processed within seven (7) calendar days of the alleged incident or circumstances giving rise to the grievance.

Step 1. Division Head: The grievant, or the Union, if the grievance qualifies as a Union grievance, will present the alleged grievance, in writing, within seven (7) calendar days following the event or circumstances giving rise to the grievance using the form jointly agreed to by the parties. It shall be the responsibility of the Division Head to investigate and provide a written answer to the grievant within seven (7) calendar days following the day on which the Division Head was presented the written grievance.

Step 2. Safety Service Director: If the grievance is not settled at Step 1, the grievance may be advanced to the Safety Service Director or his designee within seven (7) calendar days following the reply at Step 1. The grievant shall present the grievance and a copy of the Step 1 answer to the Safety Service Director within seven (7) calendar days following the Step 1 reply. The Safety Service Director or the designee shall have fourteen (14) calendar days in which to schedule a meeting, with the grievant if either he or the grievant deems a meeting necessary. The Safety Service Director or the designee shall investigate and attempt to adjust the matter and shall respond to the grievant with a written response, which shall include a brief explanation with the answer, within fourteen (14) calendar days following the meeting, if a meeting was held, or fourteen (14) calendar days following the day on which he was presented the written grievance.

Step 3. Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the receipt of the Step 2 answer by the Union. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply. In any event, if the Union decides to withdraw a grievance after requesting its submission to arbitration, it will provide written notification to the Employer.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within fourteen (14) calendar days following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service from Ohio who are members of the National Academy of Arbitrators. The parties shall endeavor to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from

the date the list is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The time limits in this Step may be extended by mutual agreement of the parties, which shall be in writing.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement or practices or under a grievance awarded under different language of a previous agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier than five (5) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting the list. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense, if any, of any witnesses shall be borne by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

Section 10.5. When an employee covered by this Agreement represents himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance

representative will be notified of his right to be present at the adjustment. An employee may choose one (1) other employee, which shall be a Union steward, to accompany him in Step 1 through 3 of this procedure. In addition to the Union steward, the grievant may request that the Ohio Council 8 staff representative be present at a Step 2 meeting.

Section 10.6. The grievance form jointly agreed to by the City and the Union shall provide the information as outlined in Section 10.3. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 10.7. The parties agree that the terms and conditions of this Agreement are binding on both the City and the Union.

ARTICLE 11

NO STRIKE/NO LOCKOUT

Section 11.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Galion. Therefore:

1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aide, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the City shall have the option of canceling any article, Section or subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein or participating in or promoting strike activities as outlined above may be disciplined or discharged and only the question of whether or not he did fail to return to work, participate in, or promote such activity shall be subject to appeal. The City may invoke any other remedy provided in O.R.C. Chapter 4117.
2. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Subsection 11.1(1) of this article.

ARTICLE 12

WORK RULES

Section 12.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations and employment policies consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 12.2. In the event the Employer establishes a work rule, regulation, or employment policy that conflicts with an express term of this Agreement, the express term of the Agreement shall supersede.

Section 12.3. Any additions or amendments to the work rules, regulations or employment policies shall be reduced to writing, posted on division bulletin boards forty-eight (48) hours prior to implementation; however this Section does not limit the right of the Employer to implement any work rules or regulations prior to the conclusion of the posting period in a bona fide emergency. The posting of such work rules, regulations or policies on bulletin boards shall constitute notice to all employees.

Section 12.4. It is the Employer's intention that work rules, regulations, and employment policies should be applied uniformly to all employees in the same work group to which such rules are directed.

Section 12.5. Each bargaining unit employee shall receive a copy of the Employer's Personnel Policy and Procedure Manual containing the Grounds For Disciplinary Action and Penalties (work rules). The employee shall sign an acknowledgment/receipt form for the manual which shall be placed in the employee's personnel file.

ARTICLE 13 **SENIORITY**

Section 13.1. "Seniority" shall accrue to all regular full time employees of the City who are members of the bargaining unit and shall be computed in the following manner:

"Total Seniority": based upon the total length of continuous service with the City.

"Divisional Seniority": based on the employee's total length of service in a particular division since his most recent date of hire by the City. The City shall provide a seniority list which shall provide the employee's seniority date and job title to the Union once each year on July the first. The City shall also remit all personnel changes to the Union as they occur so as to keep the seniority lists up to date. The list shall be posted and shall include all employees of the bargaining unit on it.

Section 13.2. An employee's seniority shall terminate for any of the following reasons:

1. Resignation;
2. Discharge for just cause;
3. Absence from work for more than three (3) consecutive working days without reporting off to the appropriate supervisor and without written excuse satisfactory to the Employer for being absent;

4. Failure to report within five (5) consecutive working days after recall from layoff of intention to return to work, or failure to return to work within ten (10) consecutive working days after notification;
5. Failure to report for work at the expiration of a leave of absence;
6. Layoff in excess of twenty-four (24) months from the date of layoff.

Section 13.3. An approved leave of absence shall not constitute a break in seniority.

Section 13.4. If a seasonal or temporary employee is retained by the City and appointed as a full time employee, his original date of hire shall be used for the purpose of calculating his seniority as defined above.

Section 13.5. Employees who have the same date of hire will have their relative seniority determined based upon the first letter of the last name. The employee who has the earliest first letter of last name in alphabetical order will have the most seniority. If the last name is the same, order of seniority will be based in the same manner by the first name.

Section 13.6. Treatment Plant Operators in the Water Treatment and Wastewater Treatment Divisions will be eligible for shift preference when a vacancy occurs in accordance with past procedures in the division. Shift preference will be based on divisional seniority, except for operational reasons as determined by the Division Head.

ARTICLE 14

FILLING OF POSITIONS

Section 14.1. The term promotion, for purposes of this Agreement shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.

Section 14.2. Whenever the Employer determines a permanent job vacancy exists in the bargaining unit which needs to be filled, a notice of such opening specifying hours, location, rate of pay, division, job duties and minimum qualifications shall be posted on the Employer's bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Safety Service Director or his designee. The City shall not be obligated to consider any applications submitted by employees after the posting date. The City shall not be obligated to inform employees of job vacancies except by posting the above notice; however, the City will make a reasonable attempt to inform all employees who are on approved leave of absence about posted job vacancies.

Applicants will be considered from the original list without reposting if a permanent vacancy occurs within sixty (60) calendar days after it was originally posted.

Section 14.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

Section 14.4. Applications shall be reviewed considering the following criteria:

<u>Criteria</u>	<u>Category Weight</u>
Total Seniority	25%
Qualifications for the vacant position or related field	15%
Experience for the vacant position or related field	25%
Work/disciplinary record	15%
Previous job performance/ability	20%

The Job Vacancy Application Review Criteria Sheet will be used to evaluate the applicants (see Appendix A). If circumstances exist whereupon only a single applicant is to be interviewed, the City may elect not to complete a Job Vacancy Application Review Criteria Sheet; however, if one is completed it shall be forwarded to the Union consistent with Section 14.6 below.

Section 14.5. The City shall give first consideration to those timely-filed applications of employees who are in the same division as the vacant position and are, therefore, requesting an intradivision promotion or lateral reassignment to the vacant position. “First consideration” for purposes of this article shall mean that employees in the same division for which the opening exists shall be interviewed first and the position shall be filled from within that pool of same division applicants (or single applicant if there is only one). Only if there are no employee applicants from the same division for which the open position exists shall employees from other divisions be interviewed for the position.

Section 14.6. The position shall be awarded to the individual who the City determines best meets the criteria outlined in Section 14.4. The City shall utilize a Job Vacancy Applicant Review Criteria Sheet to record its review. All applicants will be notified who was selected for the vacancy and the status of their application.

If any employee is selected, he shall be compensated at the appropriate rate on the first day he is assigned and works in the new position.

If the City decides to not fill a position, either temporarily or permanently, the City will notify the Union in writing.

The City will provide the Job Vacancy Application Review Criteria Sheets to the Union.

Section 14.7. For purposes of filling positions under the provisions of this Article, applicants who are employees of the City in AFSCME bargaining unit positions and are probationary, i.e., serving an original or promotional probationary period, will only be considered if there are no other qualified applicants.

Section 14.8. An employee disqualified for failure to obtain license, certification, or completion of apprenticeship requirements (e.g., operator trainee, apprentice line maintenance worker) within the time period established on the applicable job description shall have the right to exercise a bump of the least senior employee in his former classification. The employee must still possess the qualifications of the position and his seniority must be greater than the bumped employee. If there is no least senior employee in the disqualified employee’s former

classification, he may exercise a bump of the least senior employee in the next lower pay range provided the disqualified employee possesses the qualifications and his seniority is greater than the bumped employee. If there is no least senior employee in the next lower pay range, the disqualified employee will be laid off without further bumping rights and be subject to recall as specified in Article 15 of this Agreement. If an employee in one of the above positions (e.g., operator trainee, apprentice line maintenance worker) is a new hire and is disqualified for failure to obtain license, certification, etc., the employee shall be placed in a layoff status under Article 15 of this Agreement.

Section 14.9. For purposes of this article the divisions shall be:

Wastewater Treatment
Water Treatment
Distribution and Collection
Electric
Finance
Streets/Parks/Airports

ARTICLE 15 **LAYOFF AND RECALL**

Section 15.1. In case a layoff or the abolishment of a job of a bargaining unit employee is anticipated, the Employer shall notify the Union of the impending layoff/job abolishment at least twenty-one (21) calendar days prior to the effective date of layoff/job abolishment. The Employer, upon request from the Union, agrees to meet to discuss possible alternatives and the impact of the layoff/job abolishment on bargaining unit employees. The Employer shall only engage in lay-offs for the following reasons: lack of funds or lack of work. The Employer shall only engage in job abolishments for the following reasons: as a result of reorganization for the efficient operation of the appointing authority, reasons of economy, or for lack of work.

Section 15.2. The Employer shall determine in which divisions and classifications layoffs/job abolishments will occur. Where layoffs of bargaining unit employees in a particular classification are necessary, such employees shall be laid off in order of "Total Seniority," beginning with the least senior in the classification and progressing to the most senior, up to the number of employees that are to be laid off. Temporary employees in an effected classification (including seasonal, casual, temporary, Workfare, P.I.C., but not Court Release) shall be laid off before bargaining unit employees in the classification and bargaining unit employees may be assigned by the Employer to perform the temporary assignments. Probationary employees shall be laid off in an effected classification before employees with seniority.

An employee receiving notice of a layoff shall have seven (7) calendar days in which to exercise his right to bump laterally or down anywhere in the bargaining unit his seniority will take him providing the employee possesses the qualifications of the job which would be required of a new employee. An employee who bumps into a job shall serve a probationary period of up to one hundred twenty (120) days which shall be used to determine if the employee can satisfactorily perform the job. If an employee who has bumped into a job fails the probationary period, he shall have the right to bump into one (1) other job where his seniority would take him subject to

the provisions of this Section, provided, that an employee who fails such a probationary period may not bump back into that classification.

Once an employee passes such probationary period, if he is subsequently laid off, his bumping rights begin anew.

A laid off employee shall have the right to receive payment for all earned unused vacation pay and unpaid overtime leave owed to him. If the employee is laid off in excess of twenty-four (24) months he will receive two-thirds ($\frac{2}{3}$) accrued sick leave (at the rate of pay at the time of layoff).

Section 15.3. Affected employees shall receive notice fourteen (14) calendar days prior to the effective date of layoff/job abolishment.

Notice of layoff/job abolishment shall be personally served on the employee or sent to the employee by certified or registered mail to the last mailing address provided by the employee. The notice shall include the effective date of the layoff and the reason for the layoff.

Section 15.4. When employees are laid off, the Employer shall create a recall list for each classification. When the Employer recalls employees from layoff within a classification, the Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. Non-probationary bargaining unit employees shall have recall rights for twenty-four (24) months after the effective date of their layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 15.5. Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 15.6. The Employer and the Union agree that for the purposes of layoff, job abolishment, and recall the express terms of this article shall supersede the following statutes and the rules and regulations of the Galion Civil Service Commission:

Ohio Revised Code

Galion Civil Service Commission

R.C. § 124.321
R.C. § 124.322
R.C. § 124.323
R.C. § 124.324
R.C. § 124.325
R.C. § 124.326
R.C. § 124.327
R.C. § 124.328

Rule 13.01
Rule 13.02
Rule 13.03
Rule 13.04
Rule 13.05
Rule 13.06
Rule 13.07
Rule 13.08
Rule 13.09
Rule 13.10

ARTICLE 16

HOURS OF WORK

Section 16.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 16.2. For full time employees, forty (40) hours of work will be the normal work week and eight (8) hours of work will be the normal work day. The work week for all such employees will normally consist of five (5) consecutive work days.

Section 16.3. The Employer agrees not to split an employee's shift unless mutually agreed by the City and Union.

Section 16.4. Subject to the approval of the Safety Service Director, Division Heads may develop a flexible work schedule with mutual agreement of the Union. An example of flexible work schedules would be work days of ten (10) hours, four (4) days per work week. If the parties agree to a flexible work schedule which includes hours in excess of eight (8) hours in a day, overtime will be based on forty (40) hours in one week, not eight (8) hours in one day.

ARTICLE 17

CLEANUP TIME

Section 17.1. Every employee shall be entitled to a cleanup time prior to their individual lunch break periods and prior to the end of their individual work shifts. The length of cleanup time will be established by the City in each division as the nature of the work requires.

Section 17.2. The City agrees to purchase and maintain sufficient cleaning supplies and materials for cleaning tools and equipment, where the City determines such supplies and materials are necessary.

Section 17.3. The City agrees to install and maintain proper shower and restroom facilities where the City determines they are necessary.

ARTICLE 18

REST PERIODS

Section 18.1. Each employee in the bargaining unit shall be granted a fifteen (15) minute rest period as scheduled by their immediate supervisor during each four (4) hour, one-half (½) shift. Employees shall be considered on duty and on call during the rest period. The rest period shall be considered as part of the standard work day schedule.

Section 18.2. Employees working more than eight (8) hours will be granted a fifteen (15) minute rest period for each four (4) hours of additional time worked.

ARTICLE 19
OVERTIME

Section 19.1. When an employee is required by the Employer to work overtime, the employee shall be paid per the following schedule:

After eight (8) hours in a day, time and one-half.

After forty (40) hours in one (1) week, time and one-half.

An employee may elect to take compensatory time off at an equivalent value in lieu of overtime. Such compensatory time must be scheduled with the approval of the City, shall not be accrued in excess of one hundred twenty (120) hours and employees must use their accumulated compensatory time within one hundred-eighty (180) days after the overtime is worked.

Overtime pay shall not be pyramided.

Time worked for purpose of calculating overtime shall include all paid hours.

Section 19.2. An employee who is called in or back to work shall receive no less than three (3) hours pay at time and one-half his regular hourly rate. This three (3) hour minimum shall not be applicable to hours of work which are contiguous to the employee's regular work shift. The employee shall remain available during the three (3) hour period and will not receive the three (3) hour minimum pay for subsequent call backs during the three (3) hour period.

When an employee is requested to work and does so after his normal work day of eight (8) hours same shall be paid for the first hours of work as follows: for increments of pay and hours for the first few minutes of work of the first hour of work; six (6) minutes of work (15 minutes) of pay, (18) minutes of work (30 minutes) of pay; (22) minutes of work (45 minutes) of pay; and (41) minutes of work (1 hour) of pay.

Section 19.3. Opportunity to work overtime shall be distributed equally first among qualified employees in the same division starting with the employee with the least number of overtime hours previously offered or worked. If no such employee wants to work the overtime, it shall be offered to qualified employees outside the division. If no employee(s) volunteers to work the overtime, the City may require the qualified employee(s) in the division where the overtime occurs who have the least amount of overtime worked to work the overtime.

All overtime will be on the aggregate list with the exception of mutual aid outside the City.

The City shall post an overtime roster indicating the total hours offered and/or worked by each employee in his division. The City agrees that each Division Head shall upon completion of the pay period give a complete copy of the overtime roster to the Union Steward in his division.

If any employee establishes that he has not received his fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he is qualified. It is

agreed where special skills are required; employees possessing such skills will be assigned to the overtime work involved.

It is each bargaining unit employee's responsibility to work overtime as a normal part of his job duties and no employee will be permitted to refuse to work all overtime. Such continuous refusal to work overtime will result in disciplinary action. The Employer may require an employee(s) to work overtime based upon operational needs.

ARTICLE 20 **REPORT-IN PAY**

Section 20.1. An employee who reports to work on a day he is scheduled to work, and has not been told not to report shall be provided at least four (4) hours work or four (4) hours pay. If the employee is paid four (4) hours without working, these hours shall not be used in the computation for eligibility for overtime.

ARTICLE 21 **TEMPORARY WORKING LEVEL PAY**

Section 21.1. An employee temporarily transferred to a higher bargaining unit classification shall be paid the rate of the higher classification at the same step. This pay rate shall continue for the duration of the temporary transfer.

Section 21.2. An employee temporarily transferred at the request of the Employer to a lower classification shall receive his regular rate of pay for the duration of the temporary transfer.

Section 21.3. The Employer may temporarily fill a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Temporary transfers shall not be used to avoid the Employer's obligations under this Agreement.

Section 21.4. A bargaining unit employee who is asked to take a temporary position out of the bargaining unit may accept or deny the temporary transfer at his option.

ARTICLE 22 **EDUCATIONAL LEAVE**

Section 22.1. Employees who are elected or selected by the Union to attend and participate in educational classes conducted by or for the Union, shall be granted up to two (2) days per year time off without pay for the purpose of participation in such classes. The Union will give one (1) week notice of employees who are attending same. The City is not required to grant educational leave to more than one employee at a time in an individual division. The City must approve all such leave.

Section 22.2. Employees selected by the City to attend work-related classes or seminars shall not lose time or pay for attending such classes. The City reserves the right to determine subject matters, number and identity of employees attending. The City shall equalize said training within reason to all employees, and shall not be arbitrary or capricious in same.

Section 22.3. Educational Reimbursement. An employee may request in writing reimbursement for up to one hundred percent (100%) of the tuition and instructional fees to obtain additional training or schooling for the performance of the employee's job duties. The training course must be job related or to prepare the employee for possible promotional opportunity with the City. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment by the Employer, and if funds permit, the Employer may authorize education reimbursement. Approval must be obtained in advance of starting the training and the employee must present satisfactory evidence to the Employer indicating the amount of tuition and instructional fees paid and proof that the employee has successfully completed the course and obtained a final passing grade of C or pass/fail, if applicable.

The total per employee reimbursement shall be determined by the Safety Service Director, or his designee, on a case-by-case basis.

If the employee voluntarily leaves the employment of the City within one (1) year from the date of reimbursement of education assistance, he will reimburse the City for one hundred percent (100%) of the reimbursement received from the Employer.

ARTICLE 23 **JURY LEAVE**

Section 23.1. Any employee who is subpoenaed or otherwise required to serve upon a jury of any court or judicial tribunal, or who is required to attend court as a witness for the City in any proceeding during his regularly scheduled working hours shall be paid his regular rate of pay during such periods. The employee shall remit to the City Auditor whatever sum is paid to him as compensation by the tribunal or court for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive the pay for same.

Section 23.2. An employee released from jury duty prior to the end of one-half (½) his scheduled work day, shall report to work for the remaining hours.

Section 23.3. In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty.

ARTICLE 24 **MEDICAL/DISABILITY LEAVE**

Section 24.1. A non-probationary employee may be granted up to nine (9) months disability leave without pay in increments of thirty (30) days after exhaustion of sick leave, vacation leave, and applicable Family and Medical Leave (FMLA) for a service-related or personal disability, provided his disability prevents him from performing the essential duties of his position. The employee will be required to present written evidence from a physician of the probable date of return to work. The employee will present a release from a physician upon return to work.

Section 24.2. Disability Separation. In the event an employee becomes unable to perform the essential functions of his position, and has no eligible leave time coming, the Employer may

terminate the employee. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation and shall be entitled to Union representation.

Any appeal of a disability separation shall be made pursuant to the grievance procedure contained herein.

An employee separated by the Employer under this section who becomes a disability benefit recipient pursuant to the requirements of PERS, and is determined by the retirement board to be no longer physically and mentally incapable of resuming the service from which found disabled shall be restored to the employee's previous position or to a position similar thereto during the maximum time period for such restoration provided for by the requirements of PERS. The employee shall be restored to the employee's previous position or to a position similar, unless the employee was dismissed or resigned in lieu of dismissal for dishonesty, misfeasance, malfeasance, or conviction of a felony.

ARTICLE 25 **FAMILY AND MEDICAL LEAVE**

The Employer, the Union, and the bargaining unit members agree that they will abide by the terms of the Family Medical Leave Act of 1993 as amended and all applicable case law.

ARTICLE 26 **MILITARY LEAVE**

Section 26.1. Employees shall receive military leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed twenty-two (22) workdays in any one (1) calendar year. The aggregate amount of this benefit shall not exceed one hundred seventy-six (176) hours per calendar year. The employee must submit a request for leave to the Employer and a copy of the military order to duty or statement from the appropriate military commander, as evidence of such duty, to qualify for paid military leave.

ARTICLE 27 **SICK LEAVE/FUNERAL LEAVE**

Section 27.1. Employees shall accumulate sick leave at the rate of 4.6 hours for each completed eighty (80) hours of service. Employees shall be allowed unlimited accumulation of unused sick leave. Employees shall be entitled to use sick leave whenever necessary. Each employee shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. A certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave for three (3) consecutive days or more. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 27.2. When an employee having three (3) or more years of continuous service in Galion retires from service, he/she shall be entitled to receive pay for two-thirds ($\frac{2}{3}$) of his unused accumulated sick leave, at the appropriate rate.

Payment shall be made based upon the employee's regular base hourly rate at the time of retirement. An employee shall be eligible for such payment only if he is an employee of the City of Galion at the time of retirement, until he provides the City with at least thirty (30) days advance notice and "retires" in accordance with the eligibility requirements of the Public Employee Retirement System.

In the event of the death of an employee, payment of all such accumulations of unused sick leave time shall be made to the estate of the employee.

Section 27.3. An employee may use sick leave for the following:

1. Illness or injury of the employee or a member of his immediate family;
2. Medical, dental, optical examinations or treatments of an employee or a member of his immediate family;
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when through exposure to a contagious disease and the presence of the employee at his job would jeopardize the health of others;
4. Pregnancy and/or childbirth and other related conditions that may arise.

Definition of immediate family as it pertains to sick leave usage: spouse, children, stepchildren, parents, grandparent, grandchild, dependent members of the employee's household, and other person who stands in the place of a parent (loco parentis).

The City and the Union agree that sick leave is to be used only for the purposes described above and is not to be used as a paid leave for other purposes. To this end both the City and the Union expect that an employee on legitimate sick leave would restrict his travel to places a person on sick leave would reasonably be found. While the parties recognize that circumstances must be considered on a case-by-case basis, places where an employee on legitimate sick leave would reasonably be found include: at home, at a doctor's office, medical facility or hospital, a pharmacy, or at another location where care is being provided to, or by, an employee (this list provides examples and is not meant to be all inclusive).

Section 27.4. Sick leave shall be charged in minimum units of one (1) hour. An employee shall only be charged for sick leave as he requested and used.

Section 27.5. The City agrees to give employees two (2) hours funeral leave with pay to attend and participate in the funeral of a deceased retired City employee that had worked within their division.

The City agrees to give employees eight (8) hours funeral leave with pay to attend and participate in the funeral of a fellow employee killed in the scope of their employment, within their division.

An employee shall be granted three (3) days funeral pay and leave to arrange for and attend the funeral of a deceased member of the employee's immediate family. The employee's immediate family shall include the following: spouse, child, stepchild, grandchild, father, mother, brother, sister, father-in-law, and mother-in-law. The employee shall be granted two (2) days funeral leave with pay to attend the funeral of a deceased son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent of the employee or the employee's spouse.

Section 27.6. Employees who have accumulated the required number of hours of sick leave as designated below, and whose use of sick leave hours have been limited to the following amounts in the previous year, computed December 1 to December 1, shall be eligible to receive an incentive payment as follows:

Sick Leave Accumulation Required	600 hrs.
<u>Hours Used in Previous Years</u>	
0-12 hours	\$500 payment
13-24 hours	\$250 payment

Sick leave incentive pay will be paid on the first non-pay week in December of each year based on the employee's usage over the previous twelve (12) month period computed December 1 to December 1. The sick leave incentive payment shall not affect the employee's sick leave accumulation total.

Section 27.7. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, designated by the Employer, to determine the physical or mental capability of the employee to perform the essential duties of his position. The cost of such examination shall be paid by the Employer.

Section 27.8. The Employer and the Union agree that for the purposes of this Agreement the express terms of this article shall supersede the following statutes:

Ohio Revised Code: R.C. § 124.38; R.C. § 124.39.

ARTICLE 28

UNION DELEGATE LEAVE

Section 28.1. Duly elected Union delegates or alternates to the annual conventions of the Union Council and the Biennial Conventions of the American Federation of State, County, and Municipal Employees, AFL-CIO, shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed ten (10) days for each such convention. The number of employees shall be limited to three (3) for any one such convention and shall be limited to one (1) employee per division unless agreed upon by the Division Head and Safety Service Director. The Union shall notify the City three (3) days prior to said conventions of the employees attending same.

ARTICLE 29
UNION LEAVE

Section 29.1. The City agrees that no more than one (1) employee, selected by Council 8, AFSCME, AFL-CIO, is entitled to a leave of absence without pay for a duration of one (1) year upon advance written notice to the City. Said leave shall be renewable upon mutual agreement between the parties. Said selected employee shall not receive any hourly base rate pay for the duration of said leave and shall receive no benefits of any kind whatsoever other than transitional hospital benefits.

ARTICLE 30
VACATION

Section 30.1. All full time employees shall receive vacation time off with pay in accordance with the following schedule:

- A. After one (1) year service eighty (80) hours
- B. After six (6) years service one hundred twenty (120) hours
- C. After twelve (12) years service one hundred sixty (160) hours
- D. After seventeen (17) years service..... one hundred sixty (160) hours
plus eight (8) additional hours
for each year of completed
service in excess of
seventeen (17) years.

Such vacation leave shall be accrued to employees per pay period as follows:

<u>Annual Vacation</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
Up to an additional 8 hours	0.31 hours

Section 30.2. Vacation time off with pay may be accumulated up to and not to exceed two (2) years. For example, a person having fifteen (15) years service (160 hours/year vacation) may carry over a maximum of 320 hours vacation time not used. An employee may receive, with the approval of the City, pay for accumulated but unused vacation time.

Section 30.3. When taking increments of 40 hours or more, employees may schedule their vacation in writing prior to March 1 of each year requesting the dates for that year during which they prefer to use their vacation. Such request will be honored on the basis of the employee's "total seniority" and the operational needs of the division. Except in a bona fide emergency, all other requests will be honored on a first come, first served basis subject to Division Head approval and consideration of the operational needs of the division. The City may limit the

employee's use of vacation at any one time to the amount he can accumulate in one year. Vacation is to be taken in minimum increments of one (1) hour.

ARTICLE 31
HOLIDAYS

Section 31.1. Full time employees who have completed their first one hundred twenty (120) calendar days of employment shall receive the following paid holidays:

- New Years Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Veterans Day
- Day before Christmas
- Christmas Day
- Day before New Year's

Each employee is entitled to thirty-two (32) hours personal paid leave, per year, to be charged in no less than one (1) hour increments and scheduled by advance notice of at least 24 hours, except in an emergency.

Section 31.2. In the event that any of the above holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. Should the holiday fall on a Sunday, the following Monday shall be observed as the holiday.

Section 31.3. Employees shall earn eight (8) hours regular straight time pay at their respective pay rate for holiday pay. In addition, should an employee work on a holiday, he shall receive time and one half (1½) times his regular rate of pay for said work.

Section 31.4. Employees on sick leave and/or vacation leave shall receive holiday pay, at their respective rate of pay, for any and all holidays falling within said periods.

ARTICLE 32
WAGE RATES, PERS PICKUP, AND LICENSE PAY

Section 32.1. Classification — Pay Ranges and Steps:

Administrative Clerk.....	9
Apprentice Line Maintenance Worker	*
Electric Line Crew Chief	18
Electric Line Storekeeper.....	10

*Apprentice Line Maintenance Worker wages are determined based on approved apprenticeship program rates which calculate the wages of the Apprentice Line Maintenance Worker position as a percentage of the Journeyman pay scale (see Appendix B).

Driver/Groundworker	9
Journeyman (M/F) Line Maintenance Worker	17
Laboratory Technician	14
Maintenance Crew Chief	16
Maintenance Mechanic	14
Meter Reader.....	11
Meter Reader Crew Chief.....	16
Motor Equipment Operator I	7
Motor Equipment Operator II	10
Treatment Plant Crew Chief	16
Treatment Plant Maintenance Mechanic	14
Treatment Plant Operator.....	12
Treatment Plant Operator Trainee	11
Tree Trimmer Crew Chief	16
Tree Trimmer I.....	10
Tree Trimmer II	12
Utility Storekeeper.....	10

Newly hired employees shall normally start in Step A of the following schedule and progress through same according to their step progression schedule. Current employees will be placed in the appropriate step under Section 32.2. When a new hire demonstrates outstanding and documentable qualifications or experience, the Employer and the Union’s Executive Committee will meet and may assign the new employee to a step higher than the beginning rate.

A Motor Equipment Operator I (Pay Range 7) will be moved up to a Motor Equipment Operator II (Pay Range 10) after completing 2 years as a Motor Equipment Operator I, or sooner if they have prior applicable experience, and with the approval of the Division Head. Within the first two (2) years of employment, the Employer will train the employees on all equipment within their division.

A Tree Trimmer I (Pay Range 10) will be moved up to a Tree Trimmer II (Pay Range 12) after completing two (2) years as a Tree Trimmer I, or sooner if they have prior applicable experience, and with the approval of the Division Head. Within the first two (2) years of employment, the Employer will train the employees on all equipment.

Section 32.2. Base Rates And Steps:

Effective the start of the pay period which includes January 1, 2014: 3.0% increase

Pay Range	Start <u>Rate A</u>	1 yr. <u>Rate B</u>	18 mo. <u>Rate C</u>	30 mo. <u>Rate D</u>
1	\$12.19	\$12.59	\$13.16	\$15.05
2	\$12.47	\$12.86	\$13.48	\$15.35
3	\$12.71	\$13.20	\$13.83	\$15.69
4	\$13.09	\$13.54	\$14.12	\$16.04
5	\$13.42	\$13.89	\$14.50	\$16.41
6	\$13.51	\$14.26	\$14.89	\$16.81

7	\$14.12	\$14.62	\$15.30	\$17.20
8	\$14.51	\$15.01	\$15.71	\$17.61
9	\$14.90	\$15.43	\$16.02	\$18.07
10	\$15.35	\$15.90	\$16.61	\$18.53
11	\$15.81	\$16.38	\$17.08	\$19.00
12	\$16.26	\$16.87	\$17.59	\$19.49
13	\$16.76	\$17.37	\$18.16	\$20.04
14	\$17.29	\$17.91	\$18.71	\$20.61
15	\$17.81	\$18.50	\$19.30	\$21.19
16	\$18.38	\$19.08	\$19.94	\$21.83
17	\$18.79	\$19.41	\$20.21	\$22.11
18	\$19.88	\$20.58	\$21.14	\$23.33

Effective the start of the pay period that includes January 1, 2015: 3.0% increase

Pay Range	<u>Start Rate A</u>	<u>1 yr. Rate B</u>	<u>18 mo. Rate C</u>	<u>30 mo. Rate D</u>
1	\$12.56	\$12.97	\$13.55	\$15.50
2	\$12.84	\$13.25	\$13.88	\$15.81
3	\$13.09	\$13.60	\$14.24	\$16.16
4	\$13.48	\$13.95	\$14.54	\$16.52
5	\$13.82	\$14.31	\$14.94	\$16.90
6	\$13.92	\$14.69	\$15.34	\$17.31
7	\$14.54	\$15.06	\$15.76	\$17.72
8	\$14.95	\$15.46	\$16.18	\$18.14
9	\$15.35	\$15.89	\$16.50	\$18.61
10	\$15.81	\$16.38	\$17.11	\$19.09
11	\$16.28	\$16.87	\$17.59	\$19.57
12	\$16.75	\$17.38	\$18.12	\$20.07
13	\$17.26	\$17.89	\$18.70	\$20.64
14	\$17.81	\$18.45	\$19.27	\$21.23
15	\$18.34	\$19.06	\$19.88	\$21.83
16	\$18.93	\$19.65	\$20.54	\$22.48
17	\$19.35	\$19.99	\$20.82	\$22.77
18	\$20.48	\$21.20	\$21.77	\$24.03

Effective the start of the pay period that includes January 1, 2016: 3.0% increase

Pay Range	<u>Start Rate A</u>	<u>1 yr. Rate B</u>	<u>18 mo. Rate C</u>	<u>30 mo. Rate D</u>
1	\$12.94	\$13.36	\$13.96	\$15.97
2	\$13.23	\$13.65	\$14.30	\$16.28
3	\$13.48	\$14.01	\$14.67	\$16.64
4	\$13.88	\$14.37	\$14.98	\$17.02
5	\$14.23	\$14.74	\$15.39	\$17.41
6	\$14.34	\$15.13	\$15.80	\$17.83

7	\$14.98	\$15.51	\$16.23	\$18.25
8	\$15.40	\$15.92	\$16.67	\$18.68
9	\$15.81	\$16.37	\$17.00	\$19.17
10	\$16.28	\$16.87	\$17.62	\$19.66
11	\$16.77	\$17.38	\$18.12	\$20.16
12	\$17.25	\$17.90	\$18.66	\$20.67
13	\$17.78	\$18.43	\$19.26	\$21.26
14	\$18.34	\$19.00	\$19.85	\$21.87
15	\$18.89	\$19.63	\$20.48	\$22.48
16	\$19.50	\$20.24	\$21.16	\$23.15
17	\$19.93	\$20.59	\$21.44	\$23.45
18	\$21.09	\$21.84	\$22.44	\$24.75

Section 32.3. Bargaining Unit employees who obtain a certification/license will receive a bonus payment per the schedule below. The certification/license bonus will be paid at the same time as the longevity payment and will be paid each year. Employees will only receive the certification/license bonus for licenses or certifications that are relevant to and used for the position they are currently holding as agreed upon by the Division Head and Safety Service Director. Employees who receive a license/certification bonus must be willing and able to use their training and certification as a part of their normal duties. The certification categories and bonus payments are:

Category 1 – Bonus Payment \$400.00

- a. Water Collection I
- b. Water Distribution I
- c. Certified Pool Operator or Aquatic Facilities Operator
- d. Lab Chemical and Lab Bacterial
- e. Automotive Service Excellence (ASE) (3 or more exams passed)
- f. Regulated chemical application
- g. ACRT (tree trimmer)

Category 2 – Bonus Payment \$800.00

- a. Waste Water I
- b. Water Treatment I
- c. Water Collection II
- d. Water Distribution II
- e. Automotive Service Excellence (ASE) (6 or more exams passed)
- f. Playground Safety Inspector

Category 3 – Bonus Payment \$1200.00

- a. Waste Water II
- b. Water Treatment II

Category 4 – Bonus Payment \$1600.00

- a. Journeyman Lineworker (Section 32.7)
- b. Waste Water III
- c. Water Treatment III

Section 32.4. An employee who is promoted before reaching the top step of the salary grade of his classification, shall be assigned to the same step of the new salary grade to which he was promoted.

An employee who has reached the top step of the salary grade of the employee's classification and who is promoted to a higher classification will be advanced to the step of the salary grade to which he has been promoted which gives him an increase in pay, and then advanced to the top step of the new salary grade upon the successful completion of a ninety (90) day promotional probationary period, if not already at the top step.

Section 32.5. If the Employer establishes a new job or substantially changes the duties of a job classification, it agrees to meet with the Union to discuss the wage rate for the new classification. If the parties cannot agree upon the wage rate, the Employer will establish the rate.

Section 32.6. Apprentice Line Maintenance Worker.

To be effective upon approval of Apprenticeship Program by U.S. Department of Labor:

Satisfactory Completion of 2nd Year of Apprenticeship Program	\$250/year payment
Satisfactory Completion of 4th Year of Apprenticeship Program	\$1600/year payment

These payments will be paid at the same time each year as the longevity payment.

In order to receive the yearly payments, the apprentice must successfully complete the designated course work and accumulate the proper number of job related work hours per year.

A Joint Apprenticeship Committee for Apprentice Line Maintenance Workers will be established consisting of two (2) members of management and two (2) employees from the Union (Journeyman or above). This program is subject to the approval of the U.S. Department of Labor.

The City now requires that an employee, upon entering the Driver/Groundworker classification, must progress to the Apprentice Line Maintenance Worker classification within two (2) years from the date of entering the classification. An employee disqualified for failure to progress in the two (2) year time period established on the applicable job description shall be treated in accordance with Article 14, Section 14.8 of the current Collective Bargaining Agreement. An Apprentice Line Maintenance Worker who fails to complete the apprenticeship program (terminates, bids out or fails to complete the apprenticeship requirements) shall be required to reimburse the City for all training costs extended to date. For example, if the employee decides to leave the apprenticeship program after two (2) years he will owe the City for two (2) years' costs of the Apprentice Training Program.

Section 32.7. If an employee voluntarily leaves the employment of the City (not including retirement under the PERS) after completing any Employer-paid education or training program

that leads to a reasonable expectation of an increase in pay or eligibility for bonus payment, the employee will agree to reimburse the City by giving two (2) years of service time to the City after completion of the education or training program, or will repay the City the cost of the program prorated based on time worked since the program was completed.

ARTICLE 33
PAYDAY/RECORDS

Section 33.1. All employees shall receive their entitled pay checks once every two weeks no later than Friday, and shall also receive a pay stub, with total withheld taxes, a slot for deductions and credit union deductions and all hours worked. The City shall maintain records of and place on each employee's pay stub the amount of sick leave earned, sick leave used, vacation earned, vacation used, and a balance of same.

ARTICLE 34
PERS DEFERRAL

Section 34.1. The City agrees during the term of the Agreement to continue to pick up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System providing it maintains approval from the IRS to ensure that such picked up contributions are deductible from the employees' gross salaries for Federal tax purposes.

The Union agrees that this method of pick up is that which requires no additional outlay of monies by the City.

ARTICLE 35
LONGEVITY PAY

Section 35.1. During the term of this Agreement, the Longevity Pay schedule shall be as follows for total seniority with the City:

<u>Years of Service</u>	<u>Pay Schedule</u>
1 to 2 years	\$50 per years of service
3 to 5 years	\$60 per years of service
6 years and over	\$80 per years of service

Total seniority for the purposes of this Article shall be based upon the employee's total length of continuous unbroken service with the City.

Annual longevity pay shall be the total for the number of full consecutive years of employment which the employee has on the computation date, with the amount to be determined in accordance with the applicable schedule.

The annual computation date for purposes of determining longevity pay in accordance with this article shall be December 1st of each year. Longevity pay shall be paid on the first non-pay week

in December of each year, and shall be paid in a separate pay check. Longevity computation shall include and commence with probationary appointment dates.

ARTICLE 36 **HEALTH AND SAFETY**

Section 36.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by employees. The Employer will maintain shower and restroom facilities in a sanitary condition.

Section 36.2. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions must be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 36.3. Adequate first aid equipment shall be provided as determined by the Employer at designated locations, in buildings, and on equipment.

Section 36.4. The Health and Safety Committee shall meet once every four (4) months on Health and Safety matters unless otherwise agreed. The Health and Safety Committee shall consist of a representative from each affected division. The Union shall notify the Employer as to who shall be representing the Union. The Union Health and Safety Committee representatives shall not lose straight time earnings for these meetings. The committee will make recommendations to the Safety Service Director on Health and Safety matters. The Safety Service Director will make the final decision on all Health and Safety matters.

Section 36.5. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level; the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

The Employer will supply and maintain the following personal protective equipment (PPE):

1. Leather and or jersey work gloves;
2. Hearing protection (ear plugs or muffs);
3. Hard hats with liners and lights;
4. Reflective safety vests;
5. Safety vests;
6. Respirators of any type;
7. Goggles and/or face shields;
8. Hip boots/waders;
9. Disposable type coveralls (Tyvek);

10. Safety glasses/prescription safety glasses, per procedure set forth below.

The Employer shall reimburse each employee required to wear safety glasses/prescription safety glasses up to \$167.00 once every two (2) calendar years for the purchase of such glasses. Prior to purchasing the glasses the employee must first verify their eligibility for the benefit with their division/department head. If the employee is eligible for the benefit the Division/Department head will submit a purchase requisition for approval. When approval is received and the Division/Department head receives a purchase order it will be provided to the employee who may then order and/or purchase the glasses. Subsequent to the purchase the employee must submit his receipt showing evidence of the purchase to the Division/Department head to process payment for reimbursement. The benefit amount does not carry over to the following benefit period and may not be converted to payment, either in full or in part, if not used.

If it is decided by the Safety Committee that additional PPE is needed, then they will meet and recommend to the Safety Service Director who they feel should purchase this. The Safety Service Director shall make the final determination on all additional PPE. When any of the above equipment has become defective, then it must be turned in to the Division Head before any new items are to be issued. In the interest of personal appearance and public recognition, the City will provide uniforms for its employees where it deems them necessary. Where uniforms are provided, employees are expected to be in proper uniform.

Section 36.6. An employee may be disciplined for failure to follow safety rules and safe working methods of the Employer.

Section 36.7. An employee may appeal an alleged violation by the Employer of the provisions of this article to the Grievance Procedure. The Union or an employee seeking remedy before any other agency on a safety and health complaint shall not be eligible to have a grievance heard before an arbitrator under the terms of this Agreement.

Section 36.8. Upon notification of his supervisor, an employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes presents an imminent danger of death or serious harm to the employee, provided that such conditions are not such as normally exist for or might reasonably be expected to occur in the occupation of the affected employee. The Employer shall not discriminate against an employee for a good faith refusal to perform assigned work if the employee has requested that the Employer correct the hazardous conditions but the conditions remain uncorrected, there was insufficient time to eliminate the danger by resorting to the enforcement methods provided in this article, and the danger was one that a reasonable person under the circumstances then confronting the employee would conclude is an imminent danger of death or serious physical harm.

Section 36.9. The City shall provide an annual clothing allowance to each employee per the following schedule: \$400 for all uniformed workers, and \$500 for the Line division and non-uniformed workers. This is to be used to purchase the following items:

1. Safety shoes (where required);

2. Winter/foul weather clothing, i.e., Carhartts, brown duck rain suits, wear guard, etc. These are to be all one color and this color will be selected by each division. NO CAMOUFLAGE COLORS ALLOWED;
3. Rubber boots;
4. Work clothing, where uniforms are not provided.

This is an annual allowance provided by the City and the City reserves the right to establish a dress code for all employees, and to decide when this clothing is no longer presentable to the public. An employee not replacing worn out clothing, or not adhering to the dress code, shall be subject to the disciplinary procedure that applies.

The annual clothing allowance is payable the first non-pay week in December each year and shall be an allowance for the twelve (12) months immediately preceding the December payment. This allowance shall only be paid in December and shall not be paid on a pro-rata basis for employees separating from service prior to the first non-pay week in December.

Section 36.10. All rules or regulations relating to safety standards and safe practices shall be verbally communicated to each affected employee by the Employer.

Section 36.11. Employee exposure records (Environmental Monitoring, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record or to the employee's designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to the employee's designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

ARTICLE 37 **INSURANCE**

Section 37.1. Hospitalization. The City agrees to offer a health savings account for each employee which would provide hospitalizations, medical, prescriptions, dental, and vision care. For the duration of this Agreement, the Employer will contribute \$1500 for single coverage or \$3000 for family coverage toward the employee deductible, payable in monthly installments of \$125 for single or \$250 for family at the beginning of each month. The employee will be responsible for the rest of their deductible.

The employees will have the option of choosing a traditional health insurance plan if they choose not to take the health savings account. This plan would provide hospitalization, medical, prescription, dental, and vision care. The employee will be responsible for the entire deductible.

The employee shall pay by biweekly automatic payroll deduction the following percentage of the cost of the premium for the above described insurance plans:

- 10.0% effective 1/1/2014 (Employer pays 90.0%)
- 12.5% effective 1/1/2015 (Employer pays 87.5%)
- 15.0% effective 1/1/2016 (Employer pays 85.0%)

The biweekly payroll deduction shall be the employee's yearly premium contribution amount divided by the number of pays per year, i.e., if employee total yearly premium contribution is \$2,600.00 and there are twenty-six (26) pays per year, then the amount deducted per pay would be \$100.

Section 37.2. The Employer agrees to provide life insurance under the City's plan and the City shall bear the cost of this benefit.

Section 37.3. The Employer agrees to provide the employees that are in the traditional health insurance plan in the bargaining unit with the City's Prescription Drug Plan. The employee copayment is \$5.00, \$20.00, and \$30.00 for retail prescription and \$10.00, \$40.00, and \$60.00 for home delivery prescription service.

Section 37.4. The Employer agrees to provide vision care under the City's plan and the City shall bear the cost of this benefit.

Section 37.5. The Employer agrees to provide the employees in the bargaining unit with the present dental care plan and the City shall bear the cost of this benefit.

Section 37.6. Liability Insurance. The City shall provide Liability Insurance, at no cost to the employees, in the amount of \$100,000; said coverage to be limited to actions of bargaining unit members which are within the scope of their employment.

Section 37.7 Alternate Insurance Plan. In addition to the two (2) health insurance plans described above, the City shall have the option to offer an alternative health insurance plan to be designated "The City Plan." The City shall have complete unilateral authority to determine all elements of "The City Plan," including but not limited to coverage levels, deductibles, co-pays, etc. The City has complete discretion to start and end "The City Plan" at any time; however, the City will give any employee enrolled in "The City Plan" at least fifteen (15) days notice prior to ending the plan. The Employer shall pay one hundred percent (100%) of the premium for "The City Plan." The employee shall be responsible for all co-pays and deductibles associated with "The City Plan."

Section 37.8. If a bargaining unit member opts out of the City's health insurance that the member is eligible to enroll, or legally disenrolls from the City's plan, that member would be eligible to receive \$2,000 for family plan and \$1,000 for single plan in a lump sum payment at the end of each plan year the member continues to opt out of the insurance plan.

ARTICLE 38 **INJURY-ON-DUTY**

Section 38.1. An employee incapacitated due to a serious injury or disease directly attributable to his employment and while in the course of his duties, shall, without loss to his accumulated sick leave be allowed injury leave at the employee's regular rate of pay for up to ninety (90) calendar days. The employee shall execute an assignment of benefits form authorizing Workers' Compensation benefits to be submitted directly to the Employer. The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained in this section. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave

status and shall be charged with sick leave for all time paid by the Employer for injury leave. In the event the employee does not have sufficient sick leave to reimburse the Employer for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued leave.

After ninety (90) calendar days, if the employee remains unable to perform his essential duties due to the work related injury or disease; the injury leave may be extended by authorization of the Safety Service Director for an additional ninety (90) calendar day period. The employee shall be eligible to use sick leave during this extended injury leave, turn in Workers' Compensation income benefits received by him to the City and have 100% of his sick leave used reinstated, or as an option, receive Workers' Compensation benefits without using sick leave.

Application for injury leave must be made in writing to the Safety Service Director through the employee's Division Head on a form prescribed by the City and shall be accompanied by a certificate from a licensed physician stating that such employee is unable to work and that such disability is the result of the duties of such employee.

The employee shall also sign a waiver which will allow the City to examine the medical records of the employee and, further, the employee may be required to submit to a medical examination by a physician retained by the City for the purpose of establishing the validity of the claim for injury leave.

The Employer and the Union will mutually develop a transitional work/modified duty policy for bargaining unit employees injured during the course of their employment with the City. The purpose of transitional work will be to provide such injured employees, who cannot effectively perform the essential functions of their position, the opportunity to continue working for a limited duration, during such period of temporary partial disability with the physician and the Employer's approval.

Section 38.2. The employee shall not lose seniority or the fringe benefits to which he is entitled during injury leave. In the event the employee is placed on extended Medical Leave, and has used all sick leave and vacation credits, the Employer shall continue its share of payments to the employee's group health and life insurance for the period of said leave, but not to exceed one (1) year.

ARTICLE 39 **EMPLOYEE ASSISTANCE**

Section 39.1. The Employer will establish an Employee Assistance Program (EAP) to provide bargaining unit employees counseling and/or assistance to cope with personal problems affecting their ability to work productively. Types of problems to be addressed will include drug and alcohol abuse and those problems related thereto and prescribed rehabilitation. Use will be voluntary; however, an employee may be required to submit to an evaluation by a facility accredited or licensed by the State of Ohio. The Employer agrees to develop a comprehensive EAP. The Employer's obligation may be limited to those services covered by its medical insurance plan or provided at no charge by the provider of such services.

No employee will be disciplined or be refused promotional opportunities because of his request for counseling or referral assistance. The employee's willingness to participate in an EAP for counseling or rehabilitation shall not alter the Employer's right to discipline for just cause an employee for violation of any established work rules, regulations, or policies. The confidential nature of medical records will be respected to the extent provided for by the Ohio Revised Code Open Records Act.

An employee that is required to be absent from work to receive in-patient rehabilitation or treatment will be eligible for the use of accumulated sick leave provided a certificate from a physician responsible for said treatment is provided to the Employer. Employees undergoing out-patient treatment may use sick leave in accordance with Section 27.3.

ARTICLE 40 **SUBCONTRACTING**

Section 40.1. The Employer agrees not to subcontract any work regularly performed by a bargaining unit employee or employees if:

1. Such subcontracting causes the employee to be laid off; or
2. Such employee is on a layoff recall list.

This would allow the Employer to contract out work or services which are of a nature or size that could not be performed by regular City employees.

The Employer agrees that all such contracts for work or services shall be discussed with the Union prior to the letting of the contract.

ARTICLE 41 **WAIVER IN CASE OF EMERGENCY**

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Galion City Council, the Federal or State Legislature, or the Safety Service Director, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

1. Time limits for management or the Union replies on grievances;
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 41.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 42
SEVERABILITY

Section 42.1. Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law or court decision or tribunal determination, such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature.

ARTICLE 43
CDL ALCOHOL AND DRUG TESTING

Section 43.1. Any question regarding these policies or procedures should be directed to the Division Head.

All employees who operate a commercial motor vehicle (CMV) are subject to this policy. This includes, but is not limited to:

- A. Full time regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operators who are either directly employed by or under lease to the City or who operate a CMV at the direction of or with the consent of the City.
- B. For the purposes of preemployment/pre-duty testing only, the term driver includes a person applying to the City to drive a CMV.

Section 43.2. For purposes of this policy, safety-sensitive functions include:

- A. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Employer.
- B. All time inspecting equipment as required, or inspecting, servicing, or conditioning any CMV at any time.
- C. All time spent at the driving controls of a CMV in operation.
- D. All time, other than driving time, in or upon any CMV.
- E. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- F. All time spent by the driver performing functions relating to accidents.
- G. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Section 43.3. Drivers covered by this policy are prohibited from engaging in the following:

- A. Reporting to duty, remaining on duty, or performing a safety sensitive function while having an alcohol concentration of 0.04 or greater;
- B. Reporting to duty, remaining on duty, or performing safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the driver that the substance does not adversely affect the driver's ability to operate a CMV) or if the driver tests positive for controlled substances;
- C. Possessing alcohol while on duty or operating a CMV;
- D. Using alcohol or controlled substances while on duty;
- E. Performing safety-sensitive functions within four (4) hours after using alcohol;
- F. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident test, whichever occurs first;
- G. Refusing to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test.

Violation of any of the above prohibitions may result in disciplinary action being taken against the driver. The driver will be immediately removed from the safety-sensitive position and provided with information regarding the services available for alcohol and substance abuse. In addition, the driver will be evaluated by a substance abuse professional, and be subject to reevaluation, return-to-duty testing, and unannounced follow-up testing.

Section 43.4. A driver is required to report the use of any prescription or non-prescription use medicines containing alcohol or controlled substances.

Section 43.5. A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

- A. **Preemployment Testing:** Prior to the first time a driver performs a safety-sensitive function, the driver will be tested for controlled substances. The driver will not be permitted to perform safety-sensitive functions unless the controlled substance test results are negative.
- B. **Post-Accident Testing:** As soon as practicable following an accident in which a fatality occurs or in which the driver receives a citation for a moving violation arising from the accident, the driver shall be tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and thirty-two (32) hours for controlled substances.
- C. **Random Testing:** A minimum number of drivers (currently 10% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout

the calendar year. When a driver is selected for testing, he shall cease doing the safety-sensitive function and proceed to the test site immediately.

- D. **Reasonable Suspicion Testing:** A trained supervisor may require a driver to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. If the driver is required to undergo testing under this Section, the driver must immediately cease to perform the safety-sensitive function and may not continue until the driver's alcohol concentration measures less than 0.02 or twenty-four (24) hours have elapsed since the observation was made. The Employer shall cease attempts to administer the test eight (8) hours after the observation was made.
- E. **Return-To-Duty Testing:** Before a driver who has been found to be in violation of the prohibitions section of this policy, set out in Section 43.3, may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances.
- F. **Follow-Up Testing:** When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section 43.3, and the substance abuse professional has determined that the driver needs assistance in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional.

Section 43.6. All drug screening and confirmation tests shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. The Employer and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the Employer representatives and donors.

Section 43.7. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath testing form.

Section 43.8. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from safety-sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

- A. Failing to provide adequate breath for alcohol testing;
- B. Failing to provide adequate urine for controlled substance testing;

- C. Engaging in conduct that clearly obstructs the testing procedure;
- D. Failing to remain readily available for a post-accident test.

Section 43.9. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform safety-sensitive functions for twenty-four (24) hours following administration of the test.

Section 43.10. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through the Division Head, and will be periodically provided to employees.

Section 43.11. Upon written request from the driver, the City will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the result of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.

Section 43.12. The City will pay the difference between the CDL renewal fees and the renewal fees for a regular driver's license for those employees whose job requires a CDL.

ARTICLE 44 **DURATION OF AGREEMENT**

Section 44.1. This Agreement shall be effective January 1, 2014, and shall remain in full force and effect until 12:00 midnight December 31, 2016 provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 44.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to nor later than one hundred fifty (150) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

Section 44.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

MEMORANDUM OF UNDERSTANDING
Dated 9/29/2008

The City of Galion and AFSCME, Local No. 2243 and Council 8 hereby agree as follows:

Whereas, bargaining unit employees have accumulated in excess of the two-year carry-over as stated in Section 30.2, and

Whereas the reason for this is the City of Galion was placed in Fiscal Emergency in 2004 and 25% of the City's workforce was laid off. Workloads of employees have not been conducive to vacation time off, and

Whereas, since 2004 there has not been sufficient cash reserves to pay for accumulated but unused vacation time.

Therefore, it is acknowledged that if an employee has excess vacation accumulation, the excess balance will be carried forward until such time as the City may be able to pay for accumulated but unused vacation over the two (2) year limit, or it can be paid out at separation from employment with the City. This MOU replaces MOU dated 09/20/05.

**APPENDIX A
JOB VACANCY APPLICATION REVIEW CRITERIA SHEET**

Position being reviewed _____ Date of bid posting _____

Employee being reviewed _____ Date of review _____

If employee not reviewed, state reason _____

Category Being Rated	Rating 1 – 10*	Category Weight	Total Score
1. Total Seniority			
Date of hire: _____			
Years of service: _____ [(number of years with the City)/(30)*(10)]			
Total score – Seniority		25%	
2. Qualifications for the vacant position or related field			
Understanding of position			
Needed skills/technical knowledge			
Total score – Qualifications		15%	
3. Experience for the vacant position or related field			
Experience directly related to position			
Experience similar or related to position			
Experience – other			
Total score – Experience		25%	
4. Work/disciplinary record			
Attendance pattern			
Available for overtime			
Discipline in file (10 = no discipline in file)			
Total score – Work/disciplinary record		15%	
5. Previous job performance/ability			
Quality of work			
Ability to work with others			
Ability to complete tasks independently			
Has taken part in continuing education opportunities			
Has needed skills			
Has ability/background to acquire needed skills			
Total score – Previous job performance/ability		20%	
TOTAL SCORE			

*rating numbers are 1 – 10, 10 being excellent

APPENDIX B

EXPLANATION OF LINEMAN APPRENTICESHIP PROGRAM

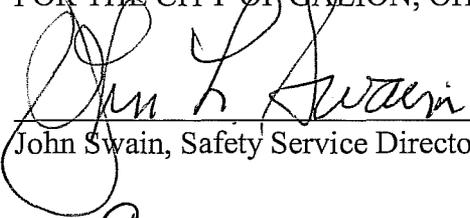
Existing Program Rates	2014 Program Rates	2015 Program Rates	2016 Program Rates
Start till 1st year comp. @ 89%	\$19.68	\$20.27	\$20.88
2nd year @ 91%	\$20.12	\$20.72	\$21.35
3rd year @ 93%	\$20.56	\$21.18	\$21.81
4th year @ 96%	\$21.23	\$21.86	\$22.52

Once the four (4) years of training has been completed, and provided there is an opening for a Journeyman Lineman, then the rate would be at \$22.11/hour for 2014, \$22.73/hour for 2015, and \$23.37/hour for 2016.

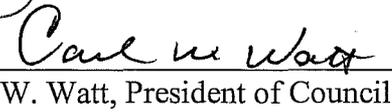
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this 5th day of February, 2014.

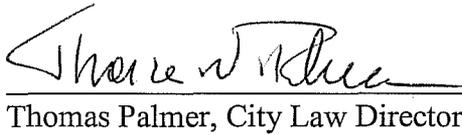
FOR THE CITY OF GALION, OHIO:



John Swain, Safety Service Director



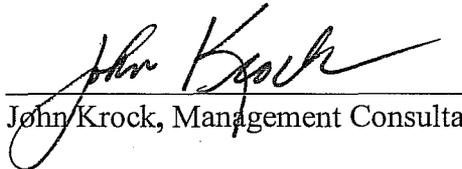
Carl W. Watt, President of Council



Thomas Palmer, City Law Director

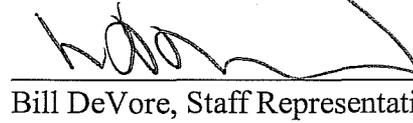


Thomas M. O'Leary, Mayor



John Krock, Management Consultant

FOR AFSCME LOCAL #2243:



Bill DeVore, Staff Representative



Dan Miley, Local #2243 President