



13-MED-01-0001  
2156-01  
K30812  
06/12/2014

**AGREEMENT BETWEEN**

**THE**

**CITY OF FOSTORIA**

**AND**

**AFSCME,**  
**OHIO COUNCIL 8, LOCAL 811**  
**(AFL-CIO)**

**2013-MED-01-0001**

**Effective through**  
**April 30, 2016**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into between the City of Fostoria, Ohio (hereinafter referred to as the "Management"), and the Fostoria Non-Uniformed City Employees, Local #811, A.F.S.C.M.E. Ohio Council #8, AFL-CIO, (hereinafter referred to as the "Union"), in recognition of the common interest in public service to the citizens and for the purpose of achieving better understanding between the parties as well as for the purpose of providing for the peaceful settlement of any differences which may arise between the parties.

**ARTICLE 2**  
**MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by a specific provision or provisions of the Agreement, the Management reserves law rights manage the operation of the Service Department of the City of Fostoria, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of the Management, which are not abridged by the Agreement, shall include, but are not limited to, its rights to determine the facts which are the basis of the management decisions, to establish or continue policies, practices or procedures for the conduct of the Service Department and its services to the citizens of Fostoria. Management may maintain the efficient operation of the Service Department for the City of Fostoria, Ohio, provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

**ARTICLE 3**  
**COOPERATION**

Management and the Union shall use their best efforts to fulfill their responsibilities as public servants, to achieve better understanding between the Management and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City, and to promote mutual respect and fair dealing between the Management and employees represented by the Union.

**ARTICLE 4**  
**RECOGNITION OF THE UNION**

**Section 4.1. Bargaining Rights.** The City of Fostoria, Ohio hereby agrees to recognize Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 811, American Federal of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all clerical, technical, maintenance, and service employees of the City of Fostoria, in the classifications as set forth in Article 14, Section 14.1. The City agrees to inform the Union of its intent to create a new job which has duties and responsibilities similar to the classification listed in Article 14, Section 14.1, and which has a community of interest with the employees in those classifications.

After establishing such job the City will negotiate with the Union to include the job in the labor agreement, the appropriate wages and other terms and conditions of that job.

**Section 4.2. Bargaining Unit Exclusions.** All employees whose classifications are not listed in Section 1 above shall be excluded from the bargaining unit except as provided in the above section.

In addition, the following groups are excluded from the bargaining unit.

- A. Those classes which, on the effective date of this Agreement, are represented by other recognized bargaining agents.
- B. Temporary and seasonal employees. Part-time employees who are on the City Payroll doing bargaining unit work for at least one (1) year shall be within the Union's bargaining unit.
- C. Confidential, Management and Supervisory employees.

**Section 4.3. Authorization.**

- A. Management will deduct from the wages and turn over to the proper officers of the Union the regular monthly Union dues of such members who shall individually and voluntarily certify in writing that they authorize such deductions. The authorization hereinabove mentioned shall specifically require the employee and the Union to hold the City harmless for any payments made by Management during the term of the voluntary assignment.
- B. Any amount deducted from any employee's paycheck as voluntarily authorized and as provided above, shall be turned over to the Union no later than thirty (30) days following such deductions.
- C. Individual authorizations shall be filed with the City Auditor and shall be revocable only in accordance with the provisions of 9.41 O.R.C.
- D. Effective on the date of this contract, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this contract who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the City by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

In the event of a lawsuit against the City, its officers or employees, by the Union agrees to indemnify and hold the City harmless against any and all liability, including, but not limited to,

such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of, or result from the operation of this Section of this Agreement.

## **ARTICLE 5** **UNION BUSINESS**

**Section 5.1. Stewards.** The Union is authorized to select one (1) steward for each of the following work areas: one (1) for Cemetery and Street; one (1) for Water Distribution and one (1) for Water Treatment; one (1) for Sewage Treatment and one (1) for Sewage Collection; and one (1) Steward for the positions in clerical and technical employees. The Union shall certify to the Management in writing the names of such stewards. The President, Vice President and Chief Steward of the Union shall have the privileges accorded to a steward. If a steward's name is not listed, he/she will not be granted time away from his/her job to conduct approved Union business.

**Section 5.2. Investigation.** The steward, upon reasonable notice by him/her and authorization from the Supervisor, shall be allowed reasonable time off without loss of pay to investigate grievances and alleged grievances. Permission to investigate and/or process such grievances will not be unreasonably denied.

**Section 5.3. Staff Representative.** Official representatives of the American Federation of State, County and Municipal Employees shall have full and free access to the premises of the Employer to conduct Union business after notifying and gaining permission from the Safety-Service Director or his designee. Such permission will not be unreasonably denied. Such visits shall not interfere with the operations of the City.

**Section 5.4. Contract Negotiations.** The Union Negotiating Committee will be limited to the President of Local #811 and not more than five (5) employees selected by the President of the Local. In addition to the six (6) current employee representatives, it is understood that there will be representatives of AFSCME Ohio Council 8. The Committee members shall not suffer any loss of regular pay while attending negotiations.

## **ARTICLE 6** **WORKDAY/WORKWEEK**

**Section 6.1. Monday through Friday Shifts.** The normal workweek shall consist of forty (40) hours of five (5) consecutive days of eight (8) hours each. The employees shall work five (5) eight (8) hour days, Monday through Friday, except continuous operational employees. The Employer will designate the workweek and work hours for each department, as outlined below.

The Employer also reserves the right to alter the normal workweek and work hours for circumstances including inclement weather conditions, and other emergency conditions as determined by the Safety Service Director.

**Section 6.2. Workweek – Continuous Shift Operations.** There shall be continuous shift operations in the Water Plant and Sewer Plant. Except for persons assigned fill-in duties, shift

shall be five (5) days on and two (2) days off, but shall not necessarily be Monday through Friday.

Hours of work shall remain as presently established, unless mutually agreed upon between the parties; except, with ten (10) calendar days notice to the Union, the employer may change the first shift starting time to start between 6:00 a.m. and 8:00 a.m.; the second shift starting time to start between 2:00 p.m. and 4:00 p.m.; and the third shift starting time to start between 10:00 p.m. and 12:00 midnight.

**Section 6.3. Overtime Payment** — All time worked by employees in excess of forty (40) hours during any workweek or in excess of eight (8) hours in any day shall be paid at the rate of time and one-half (1½). All work in excess of sixteen (16) hours shall be at the rate of double time.

**Section 6.4. Call-In/Overtime.** Whenever an employee is called out to work at times other than his/her regular work schedule, thereby necessitating additional travel to and from work, he/she shall be guaranteed two (2) hours pay at the time and one-half (1½) rate. If any employee is called to work before his/her regular starting time he/she shall be guaranteed two (2) hours at the proper overtime rate unless such time abuts the employees' scheduled hours. Employees will leave their call-in or overtime assignment upon completion of the assignment.

**Section 6.5.** Subject to operational requirements, all employees in the bargaining unit, except Water Plant and Sewer Plant operators, shall have a one-half (1/2) hour or one (1) hour unpaid lunch break in each workday. The amount of lunchtime shall be determined by the department head.

**Section 6.6. Fill-In Employees.** A fill-in employee may be used to fill in for any absence by a regular employee, however when filling in for sick leave, the fill-in employee shall be given a minimum of forty-eight (48) hours notice. A fill-in employee shall receive an additional twenty-five cents (\$0.25) per hour for working his/her normal workweek. Such fill-in person's normal workweek shall be first shift. In lieu of shift differential, a fill-in employee who is assigned to a shift other than first shift, shall be paid an additional premium of one dollar (\$1.00) per hour for all hours worked during the assignment. Any fill-in person who works seven (7) consecutive days on a vacation fill-in assignment(s) shall receive a compensatory day off for each seven (7) consecutive days so worked in accordance with Article 7.3. While all vacation requests are subject to approval by Management, it is understood that vacation requests that result in fill-in assignments for "back-to-back" vacations among the several employees may be denied. For purposes of this Section, "back-to-back" vacations are defined as one employee's vacation period abutting or overlapping another employee's vacation period.

**Section 6.7. Pyramiding.** There shall be no pyramiding of premium pay for the same hours worked.

**Section 6.8. Call-In/Overtime – Police Department.** Call-in pay is defined as payment for work assigned by the Chief of Police or his designee, or for court time as defined below, and performed by an employee at a time disconnected from his/her normal and prescheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay with a minimum of four and one-half (4 ½) hours pay [three (3)

hours at a pay rate of time and one-half (1 ½)] and shall be paid only during the time the employee is physically performing his/her assignment.

**Section 6.9. Workweek – Water/Sewer Office.** The Water/Sewer Department office hours shall be open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday including a one (1) hour unpaid lunch break. Lunch breaks shall be staggered to provide coverage.

## **ARTICLE 7** **OVERTIME**

**Section 7.1. Departmental Overtime Rotation.** The City agrees to rotate overtime opportunities within the Clerical, Electrician, Water Plant, Water Distribution, Sewer Plant, Sewer Distribution, Street Dept/Cemetery. The supervisor of the department shall call or authorize a call to the employee within the department with the least amount of hours logged on the department overtime roster first, then the next lowest employee and so on through the departmental overtime roster. Each employee shall have an equal opportunity for overtime provided the employee is otherwise qualified to work the overtime. All overtime will be logged on the departmental overtime roster. All overtime worked and declined will be logged by paid hours only. Declined overtime includes refusals and sick leave times when an employee cannot be contacted.

Effective on the date of this contract, and thereafter, on each succeeding January 1, overtime hours will be turned back so that the employee with the least number of hours will be set at zero, and every other employee's hours will be adjusted to reflect the actual difference in hours between that employee and the employee with zero hours.

When an employee bids or is transferred to another department, he/she shall enter the new department with the same number of hours as the employee with the highest number of hours on the overtime roster. When a new employee is hired, he/she shall not be deemed qualified until he/she has completed the probationary period, then this employee shall have the same number of hours as the employee with the highest number of hours on the overtime roster.

The Union agrees it shall work overtime as required during conditions which shall be as follows: windstorm, fire, parade, leaf cleanup, snow, high water, and other emergency situations. It is understood that employees excused by supervision and those on authorized leave shall not be required to work overtime under emergency situations but discipline may be used if regular employees refuse to work such overtime.

To be eligible to work overtime while an employee is on sick leave, the employee must report back to their next regularly scheduled shift. Employees on any other approved paid leave will be eligible to work overtime if they notify their supervisor to that affect.

To be eligible to work overtime while an employee is on sick leave, the employee must notify his/her supervisor that he/she is available to work the overtime. If the employee does not notify the supervisor, the employee will not be offered the overtime.

For the purposes of regular overtime eligibility, an employee who is on vacation is considered on vacation at the end of the last regularly-scheduled shift prior to the vacation and is on vacation until

the start of the first regularly-scheduled shift upon his/her return from vacation. During this time, the employee is not eligible for overtime and is not charged for the overtime. In order to be eligible to work overtime while an employee is on vacation the employee must notify his/her supervisor that he/she is available to work the overtime.

The Union understands that in case of emergency, the City is empowered to call all employees who may be available for overtime.

**Section 7.2.** Prior to requiring the employee to work in overtime hours to work under Section 1 or Section 2 above, the City will use a City-wide classification overtime list for additional employees in the classification of the work to be performed before going to overtime out of the classification based on the City-wide overtime roster in order to work the overtime.

The City-wide overtime roster shall contain the names of all bargaining unit employees with the most senior employee first, then next senior employee and so on through the entire unit.

Employees being called must be qualified to perform the work to be done.

All hours worked on City-wide overtime will be logged on a list as per Section 7.1 above.

It is agreed and understood that the supervisor of the department and employee operating such equipment will be personally responsible for the care and maintenance of such equipment.

**Section 7.3. Compensatory Time.** Bargaining unit employees may, at the discretion of the Employer, accumulate compensatory time in lieu of overtime payment provided employees comply with the following provisions:

1. An employee must request that the overtime worked be paid as compensatory time. Failure to request compensatory time will result in overtime compensation in the form of wages.
2. Compensatory time may be accumulated up to a maximum of eighty (80) hours.
3. An employee may request compensatory time off with twenty-four (24) hours notice to their supervisor.
4. The Employer shall have the discretion to offer compensatory time for an overtime assignment and the affected employee shall have the discretion whether to accept compensatory time for an overtime assignment in accordance with the Fair Labor Standards Act.

**ARTICLE 8**  
**SICK LEAVE**

**Section 8.1. Accrual and Usage.** All employees shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service in pay status. Sick leave shall be used for absence due to illness or injury of the employee or a member of the employee's immediate family, or exposure to contagious disease which could be communicated to other employees. All accumulated sick time shall be posted on employees paycheck or stub. Employees who, after reporting for work, go home on sick leave, shall be charged for hours absent. Any employee on sick leave may be required, when returning to duty, to sign a statement as set forth in the Ohio Revised Code, Section 124.38 to justify the use of sick leave.

**Section 8.2. Employee's Responsibility.** An employee who uses sick leave shall report that fact to the supervisor prior to the beginning of the employee's work shift. If an employee knows in advance that he/she plans to be on a long sick leave, it will not be necessary for him/her to call everyday.

**Section 8.3. Doctor's Certificate.** In the event that an employee needs a physician's care while on sick leave, he/she shall provide the employer with a doctor's statement. Any continuous absence, which is in excess of three (3) days, may require the certification of the employee's attending physician. Where the employer reasonably suspects abuse of the sick leave benefit by a member of the bargaining unit, the Safety/Service Director may require in writing, that as a condition for paying subsequent sick leave, the employee provides reasonable proof that the absence qualified for the benefit. This proof may include a physician's verification of disability, or other similar verification found to be satisfactory to the Employer.

**Section 8.4. Miscellaneous.** Any employee who has accumulated one hundred twenty (120) sick days shall be paid the first Thursday of December of each year a cash payment for any accumulated sick days over one hundred twenty (120) days, but such payment shall not exceed fifteen (15) days.

At the time of retirement or death of any employee covered by this Agreement, the employee shall receive pay for any accumulated sick leave up to one hundred thirty-five (135) days.

The following shall apply for those employees hired after May 1, 1999: Employees shall receive upon retirement under a plan with the State of Ohio, fifty percent (50%) of any accumulated but unused sick leave, to a maximum of nine hundred sixty (960) hours or four hundred eighty (480) hours pay.

An employee who dies shall be entitled to the above benefit as if he/she had retired on the date of death. The benefit shall be paid first to the spouse and if there is no spouse then to the estate.

An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused or unpaid sick leave existing at the time of his/her layoff or leave.

**Section 8.5. False Claims.** Management reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim for benefits covered under this Article and may take disciplinary action, including dismissal.

**Section 8.6.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of the examination.

**Section 8.7.** Employees who qualify for leave under the Family and Medical Leave Act of 1993 shall be granted leave and benefits in accordance with the employer's policy

**Section 8.8. Family and Medical Leave.** The Employer will comply with the regulations set forth in the Family and Medical Leave Act.

## **ARTICLE 9** **INJURY LEAVE**

**Section 9.1. Service Connected Injury.** Injury leave is leave of absence with pay for an employee to recover from an injury received in the course of or arising out of employment with the City of Fostoria. Injury leave is not deducted from sick leave credits and it may be granted provided; that there is no evidence of negligence on the part of the injured employee, that injury is reported in writing within 24 hours of the incident, or within 24 hours of reasonable knowledge that the injury is work related, or as soon as able if physically incapacitated; that the employee participates in a transitional work program if offered by the City that is consistent with the work restrictions evidenced by the employee's physician statement and that the employee files a claim with Workers' Compensation for medical coverage only.

In the event of a service connected injury as determined by the Industrial Commission a leave of absence with normal pay will be granted for a period of up to ninety-six (96) workdays per accident or disability. An additional period of up to ninety-six (96) workdays may be granted at the discretion of the Mayor and should any employee exhaust the benefits provided herein he/she may use any accumulated sick leave to his/her credit.

**Section 9.2. Sick Leave Reimbursement.** Should any employee use any of his/her accumulated sick leave from the time of the injury to the date of the allowance by the Industrial Commission, such leave attributed to the allowed service connected injury will be reinstated to the employee's credit and the same charge to injury leave subject to the maximums provided in Section 9.1 above.

**Section 9.3. False Claims.** Management reserves the right to withhold benefit payments and take disciplinary action up to and including dismissal against any employee who is guilty of submitting a false claim for benefits covered under the Article or for working for another employer while on injury leave.

**Section 9.4.** In the event the injured employee exhausts both injury leave and sick leave benefits, and has exhausted all paid leave, then said employee shall be placed on leave of absence without pay total period including the foregoing benefits exhausted not to exceed twenty-four (24) consecutive months. If the employee has recovered from their injury within the twenty-four (24) months previously mentioned, he/she shall be returned to their previously held position.

**ARTICLE 10**  
**LEAVES OF ABSENCE WITHOUT PAY**

An employee who remains unable to work due to illness as described in the Sick Leave Usage provision of this contract (Article 8) shall be granted a leave of absence without pay for one hundred twenty (120) days when his/her sick leave and accrued vacation has been exhausted. Seniority shall accumulate during such leave. If, at the end of such leave, the employee is still unable to work, the Employer shall not be required to continue the leave, but giving consideration to the employee's medical condition and work record, may either release the employee from employment or grant another such leave for up to one hundred twenty (120) days.

A leave of absence without pay may be granted for other valid reasons, by mutual consent between the Employer and the Union.

An employee may return to duty prior to the expiration of the leave of absence without pay, provided the employee notifies the Employer at least seventy-two (72) hours in advance of their return, providing there is an opening.

The Employer may require medical certification from a physician prior to implementation of this section of the contract.

Upon returning from a leave of absence without pay, an employee shall be reinstated to their former position. However, if such leave exceeds one hundred twenty (120) workdays and their position has been permanently filled, the employee can be reinstated to their former position, or use their seniority to bump across and/or down to their preferred position or bump to any previously held position.

**ARTICLE 11**  
**FUNERAL LEAVE**

**Section 11.1.** A regular, full-time employee who is absent from work due to a death in the employee's immediate family shall receive the following:

A. Three (3) consecutive workdays leave of absence with no loss in pay for the funeral of the employee's: father, mother, step parents, spouse, sons, daughters, step sons, step daughters, brother, sister, step brothers, step sisters, grandmother, grandfather, grandchildren, the spouse's mother, father, grandmother, and grandfather.

B. Two (2) consecutive workdays off with no loss in pay to attend the funeral of the employee's: Daughter-in-law, son-in-law of the employee and the spouse's brother and sister, sister-in-law, brother-in-law.

C. Upon approval of the immediate supervisor based on need, an employee may use one (1) day of unused vacation, or one (1) day of unused compensatory time off, or unused personal holiday or take a day off without pay to attend the funeral of an aunt or uncle.

**Section 11.2.** In the event an employee is on vacation, holiday, or paid sick leave, he/she shall revert to funeral leave, pursuant to this Article herein.

**Section 11.3.** In the event an employee attends a funeral, as described in Section 11.1(A) or (B) above, that is more than one hundred fifty (150) miles from Fostoria, the employee shall receive one (1) additional funeral leave day with no loss in pay.

**Section 11.4.** Any employee who is requested to be a pallbearer at any funeral shall be granted one (1) day of funeral leave with no loss in pay.

**Section 11.5.** Absent employee, pursuant to Section 1 (B), Section 3, and Section 4 of this Article, shall provide Employer with verification of attendance.

## **ARTICLE 12** **HOLIDAYS**

**Section 12.1. Designated Days.** In addition to his/her vacation, the following paid holidays shall be granted to all employees. To obtain payment for these holidays, an employee must work the day before or the day after a paid holiday, unless in paid status.

|                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Thanksgiving Day                  |
| Martin Luther King Day | Friday following Thanksgiving Day |
| Memorial Day           | Christmas Day                     |
| Independence Day       | Christmas Eve Day                 |
| Labor Day              | New Year's Eve Day                |
| Veteran's Day          |                                   |

The City will also provide four (4) personal days to employees who are on the active payroll (not on layoff or unpaid leave of absence) system. Personal days shall be taken with at least one (1) hour notice to the employee's supervisor and with the supervisor's approval. A newly hired employee or an employee returning from layoff or unpaid leave of absence shall receive personal days, with one paid personal day for each full three (3) months of full time active service in the calendar year (January – March, April – June, July – September, October – December)

Personal days shall be taken during the calendar year and shall not carry over from one (1) calendar year to the next. Under no circumstance shall an employee receive pay in lieu of personal days.

**Section 12.2. Holidays Worked.** Should any employee be required to work on a holiday, he/she shall be paid two times the employee's regular rate for all hours worked on a holiday (in addition to his/her regular eight (8) hours pay)

By mutual agreement with the Chief of Police, the Clerk in the Police Department may work a holiday at the straight time rate for a day off at another time.

**Section 12.3. Observance.** If any holiday falls on the 6<sup>th</sup> day (Saturday) of the workweek, it shall be observed on the preceding day, unless that day is a holiday in which case it shall be observed on the day preceding that holiday. If any holiday falls on the 7<sup>th</sup> day (Sunday) of the workweek, it shall be observed the following day, unless the following day is a holiday, in which case, the holiday shall be observed the day following that holiday.

**Section 12.4. Authorization.** Work on a holiday shall be authorized by the immediate supervisor, in the event that an employee cannot reach his/her supervisor or Safety-Service Director, he/she shall contact the person designated by the City in order to work the holiday.

### **ARTICLE 13 VACATION LEAVE**

**Section 13.1.** Employees will be granted time off for vacations during the year following the employee's anniversary date based upon the following schedule:

A. For employees hired prior to May 1, 2013:

|                |                       |
|----------------|-----------------------|
| After 1 year   | 1 week                |
| After 2 years  | 2 weeks               |
| After 5 years  | 2 weeks (plus 2 days) |
| After 8 years  | 3 weeks               |
| After 10 years | 3 weeks (plus 2 days) |
| After 12 years | 4 weeks               |
| After 15 years | 4 weeks (plus 2 days) |
| After 18 years | 5 weeks               |
| After 20 years | 5 weeks (plus 2 days) |
| After 25 years | 6 weeks               |

B. For employees hired after May 1, 2013:

|                |         |
|----------------|---------|
| After 1 year   | 1 week  |
| After 2 years  | 2 weeks |
| After 8 years  | 3 weeks |
| After 12 years | 4 weeks |
| After 18 years | 5 weeks |
| After 25 years | 6 weeks |

**Section 13.2. Non-Prescheduled Vacations.** An employee requesting non-prescheduled vacation must submit his/her request to Management at least five (5) workdays prior to commencement of such leave unless an emergency occurs. Emergency requests shall be granted so long as it does not unduly effect the department operation. This provision may be waived at the discretion of the appropriate supervisor or his designee and the fill-in employee.

The order for determining use of up to two (2) weeks non-prescheduled vacation shall be determined by using the rule of first request shall be first granted.

**Section 13.3. Work Option.** If unforeseen working conditions won't allow employees to use all their accrued vacation each year following their anniversary date, the Employer will allow not more than two (2) weeks to be carried over into the next year where it must be used or it will be lost.

**Section 13.4. Scheduled Vacations.** An employee requesting up to two (2) weeks pre-scheduled vacation must submit his/her request to management before April 1<sup>st</sup> on each year. The order for determining use of pre-scheduled vacation for up to two (2) weeks shall be determined by using seniority as described in Article 20, Section 20.2 of this Agreement.

**Section 13.5.** Management will consider all requests for vacation based on its production and service needs.

**Section 13.6. Retirement Pay for Unused Vacation.** An employee who retires from the Department shall be paid for all unused accumulated vacation and personal leave days. The number of weeks of vacation eligibility involved shall be as of the employee's last anniversary date.

In addition to unused accumulated vacation as of the employee's last anniversary date, an employee who retires prior to his/her next anniversary date is also entitled to vacation earned from his/her last anniversary date to the date of retirement at the rate of one (1) month worked equals one-twelfth (1/12) of the vacation days credited under Section 1 of Article 13, Vacations.

An employee is also entitled to holiday pay for holidays worked under Article 12, Section 12.1, Holidays, when the employee has been paid regular time for working the holiday but has not taken compensatory time off under said Section.

An employee who retires is also entitled to personal leave days earned and unused under Article 12, Holidays, Section 12.1, at the rate of one (1) month worked equals one-twelfth (1/12) of the personal leave days earned and unused from the preceding anniversary date to the date of retirement.

## **ARTICLE 14**

### **WAGES**

**Section 14.1.** Wages for employees in the Bargaining Unit are listed in Appendix A, and incorporated herein.

**Section 14.2.**

1. The length of time required to be served in each step shall be as follows, except or otherwise provided herein.

a. The following step schedule shall apply:

| Step 1 Starting Rate   | Step 2                | Step 3               | Step A                 | Step B                 | Step C                 | Step D                    |
|------------------------|-----------------------|----------------------|------------------------|------------------------|------------------------|---------------------------|
| 1 <sup>st</sup> 6 mos. | 6 mos. (after 6 mos.) | 6 mos. (after 1 yr.) | 9 mos. (after 21 mos.) | 9 mos. (after 30 mos.) | 9 mos. (after 39 mos.) | Top rate (after 4 + yrs.) |

2. The normal starting step shall be Step 1 for all new employees. If a new employee is started in Step 2 or Step 3 because the employee possesses qualifications or experience beyond the minimum requirements of the classification, said employee shall be required to serve six (6) months in the assigned step before moving to the next higher step. Thereafter, the employee must serve the required months in the applicable step before progressing to the next higher step. There shall be no increase in a given classification above the maximum step listed for the assigned classification.

3. The effective date for pay progressions shall be the start of the workweek closest to the affected employee's classification seniority date.

4. When an employee receives a promotion to a higher classification, he/she shall be placed in the step of the applicable classification that results in a pay increase in the amount equivalent to the next progressive step for the new classification. The time required to be spent in the steps of the new classification shall be governed by the provisions of D1 above.

5. When an employee receives a demotion to a lower classification, he/she shall be placed in the step of the applicable classification that results in same or next lower step of new classification subject to the maximum amount set for the new classification. The time required to be spent in the new classification shall be governed by the provisions of D1 above, except that an employee's time spent in the current step of the higher classification shall count toward the time required to be served in the new step of the lower applicable classification.

**Section 14.3.** The mechanic, without loss of pay, shall be utilized as laborer from time to time when needed to assist on laborer duties within the Street Department after completion of required duties as mechanic.

**Section 14.4.** Employees who are assigned to work on the second shift shall, in addition to their base rate of pay, receive a shift differential of fifteen cents (\$0.15) per hour of work and employees who are assigned to work on the third shift shall, in addition to their base rate of pay, receive a shift differential of twenty-five cents (\$0.25) per hour of work.

## **ARTICLE 15 LONGEVITY**

**Section 15.1. Schedule.** In addition to the wages specified herein, each employee covered by the terms of this Agreement and hired prior to May 1, 2013 shall be entitled to receive additional payment in accordance with the following schedule:

| <u>Schedule</u>           | <u>Longevity Bonus</u> |
|---------------------------|------------------------|
| After 5 years of service  | 2% of base salary      |
| After 10 years of service | 4% of base salary      |
| After 15 years of service | 6% of base salary      |
| After 20 years of service | 8% of base salary      |

Longevity shall be added to the employee's base hourly rate.

**Section 15.2.** Bargaining unit employees hired after May 1, 2013 shall not be eligible to receive longevity pay.

**Section 15.3. Anniversary Date.** The years of service period shall be determined by starting with the beginning of the employee's employment with the City.

## **ARTICLE 16** **INSURANCE**

**Section 16.1. Coverage.** The City shall provide employees with the following life, hospitalization, medical, and surgical insurance during the term of this Agreement.

- A. Group life insurance in the amount of twenty-five thousand dollars (\$25,000). However, employee shall have the option of buying additional group life insurance (term) in increments of five thousand dollars (\$5,000) up to a total of fifteen thousand dollars (\$15,000), if possible.
- B. Hospital, Surgical and Major Medical Insurance for the employee and his/her family as in effect as of the effective date of this Agreement, subject to the payments provided below and in accordance with a Health Maintenance Organization Plan.
- C. An optical plan providing each member of the employee's family one (1) examination, one (1) set of lenses and one (1) set of frames once every two (2) years to be totally funded by the City as per current policy.

**Section 16.2. Coordination of Benefits.** All benefits herein described shall be subject to coordination of benefits in accordance with the provision of any master agreement between an insurance carrier and the City or between the group insurance provided by any other carrier under which an employee is eligible for coverage.

**Section 16.3. Subrogation.** If any employee or member covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City, its insurance carrier or its assignee shall be subrogated to all the covered member's rights or recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee rights or subrogation.

**Section 16.4.** The City retains its right to change insurance carriers or to have its insurance provided by a third party administrator. As of January 1, 2012 the employees shall participate in the Employer's health insurance plan, the Anthem Blue Cross/Blue Shield Access Option D51 w/Rx Option 7.

**Section 16.5.** The monthly employee contribution to the health care premium amount shall be ten percent 10%.

**Section 16.6.** The Employer shall contribute thirty-four dollars (\$34.00) per month to the AFSCME Health and Welfare Fund for each bargaining unit employee who has passed the probationary period, for the purpose of providing Dental II level benefits. The employer's responsibility shall be limited to paying the negotiated premium. All responsibility for plan and benefits administration shall rest with the AFSCME Health and Welfare Plan.

## **ARTICLE 17** **BREAKS DURING OVERTIME**

**Section 17.1. Breaks During Overtime.** After the employee has completed his/her regular eight (8) hour shift and is asked to work beyond (overtime) he/she shall receive a one-half (1/2) hour lunch break paid at the appropriate overtime rate after the completion of the first two (2) hours of overtime.

**Section 17.2.** Employees shall receive an additional one-half (1/2) hour lunch break, after each additional four (4) hours overtime worked whether continuous or not.

## **ARTICLE 18** **DISCIPLINE AND DISMISSAL PROCEDURE**

**Section 18.1.** An employee may be disciplined for offenses as delineated in Section 124, Revised Code of Ohio, and for just cause. The employer agrees to the concept of corrective discipline for minor offenses. Pursuant to a progressive disciplinary procedure, possible discipline is as follows: (1) oral reprimand; (2) written reprimand; (3) suspension or dismissal. For purposes of progressive discipline, the City will not consider any infractions more than one (1) year old.

**Section 18.2.** Disciplinary action involving an appealable suspension or dismissal as determined by the provisions of Section 124.34, Revised Code of Ohio, may be appealed by the employee, either independently or through the Union, either to the Civil Service Commission in accordance with the provision of Section 124.34, Revised Code of Ohio, or through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3. In no case shall the employee be permitted to appeal any grievance through both the Civil Service Commission and the grievance and arbitration procedure.

**Section 18.3.** When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from the filing of the order with the Civil Service Commission in which to elect his/her appeal procedure, and such election must be made in writing to the Civil Service Commission. If the election is for the grievance and arbitration procedure, it shall include a written waiver of his/her right to appeal to the Civil Service Commission in writing to the Mayor on the official grievance form. If no election is filed, the matter will be considered resolved.

**Section 18.4.** In the event the employee appeals through both the grievance and arbitration procedure and to the Civil Service Commission, the employee shall be automatically deemed to have elected an appeal to the Civil Service Commission only.

**Section 18.5.** At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (reprimand, suspension or dismissal) is likely to result, the supervisor shall give notice to the employee of the employee's right to have a steward present.

## **ARTICLE 19** **GRIEVANCE PROCEDURE**

**Section 19.1. General.** There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedure of this Article shall serve as a means of settlement of all grievances.

**Section 19.2. Grievance Defined.** A grievance is a complaint that Management has violated the terms of this Agreement.

**Section 19.3. Procedure.** The aggrieved employee shall first discuss his/her complaint with his/her immediate supervisor, with a representative present and attempt to resolve the dispute.

**Step 1.** In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his/her grievance in triplicate, signed and in writing to his/her supervisor within seven (7) workdays after the employee has knowledge of, or should have knowledge of the incident upon which the alleged grievance is based. In no case, however, shall a grievance be filed more than thirty (30) workdays after the occurrence complained of or employee's knowledge of occurrence. The supervisor shall respond to the Union within two (2) workdays from the date of receipt of the alleged grievance. If the Union is not satisfied with the written answer of the supervisor, the Union may refer the grievance to the second step of the grievance procedure within five (5) workdays after receipt of the decision rendered in this step, or otherwise it shall be considered to be satisfactorily resolved.

**Step 2.** The grievance, in the event it is appealed from Step 1, shall be submitted to the Division Head or his representative shall investigate the grievance and schedule a grievance meeting within five (5) workdays following receipt of said grievance. The Division Head shall reply to the Union and the grievance in writing within five (5) workdays after completion of the grievance meeting. If the answer of the Division Head is not satisfactory to the Union, the grievance may be appealed to Step 3 within five (5) workdays of receipt of reply from the Division Head. If the intent to invoke the third step of the grievance procedure is not received by the Safety-Service Director within five (5) workdays after receipt of the Division Head's answer, it shall be considered to be satisfactorily resolved.

**Step 3.** In the event the grievance is appealed from Step 2, the grievance, along with all correspondence, shall be submitted separately to the Safety-Service Director and the Mayor within seven (7) days of receiving the answer at step 2. They shall investigate the grievance and, if necessary, schedule a joint grievance meeting within seven (7) workdays after receipt of the

grievance by the Safety-Service Director and the Mayor. The Safety-Service Director shall reply to the Union and the grievant in writing within five (5) workdays after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Safety-Service Director is not satisfactory to the Union, the grievance may be appealed to Step 4. If the written notice of intent to invoke the fourth step on the grievance procedure is not received by the Mayor within five (5) workdays after the receipt of the Step 3 answer, it shall be considered to be satisfactorily resolved.

**Step 4.** In the event the grievance is appealed from Step 3, within five (5) workdays following receipt of the Union's intent to invoke the arbitration procedure, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators will be signed and mailed. Upon receipt of such names and within ten (10) workdays thereafter, the Union and the Management shall alternately cross off one (1) name until one (1) name remains, that person being selected as the arbitrator. A coin flip shall determine the order of proceeding on the cross-off procedure.

All decisions of the arbitrator shall be final and binding upon all parties participating. He/she shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement and he/she shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.

Employees who are called by either party as witnesses and who give a non-repetitive testimony shall lose no pay for the time spent at an arbitration hearing if it is during regular working hours. The arbitrator will be paid in the following manner:

The losing party shall pay 100 percent of the arbitrator's fee.

Only the Union acting through its president may authorize an appeal to arbitration. If Management fails to answer any grievance within the prescribed limits, the grievance shall be automatically referred to the next higher step in this Article. This time limits imposed in this Article may be extended at any step by written consent of the parties.

## **ARTICLE 20** **SENIORITY**

**Section 20.1.** Seniority shall be defined as the length of time from last employment date in any job classification represented by the Union as set forth in this labor Agreement. Employees who have successfully completed their probationary period shall have their seniority from the first day they work in any job classification under this labor Agreement. This seniority shall be used for bidding, layoff and recall rights. Probationary period for the purpose of this section shall be the original probationary period.

**Section 20.2.** For the purpose of determining vacation pay, longevity pay, retirement benefits and other benefits, unless otherwise defined, seniority shall be counted from the date of last employment for the City whether or not the employee was employed in a classification covered by this labor Agreement.

**Section 20.3 4.** Date of last hire shall be used to break ties in seniority of any employee under this Agreement. If two (2) or more employees have the same seniority date, their seniority tie shall be broken by a coin flip.

**ARTICLE 21**  
**LAYOFF AND RECALL**

**Section 21.1.**

A. When it becomes necessary, through lack of work or funds, to reduce the number of bargaining unit employees, emergency provisional, part-time, temporary, seasonal and probationary employees in the departments covered herein shall be laid off first in that order if such is not prohibited by law.

B. If it becomes necessary to reduce the permanent work force in any classification in any department, the permanent employee in such classification in the department with the least seniority as defined in Article 20 shall be the first laid off in that department. This employee shall have the right to bump any less senior employee in that classification in any other department, provided he/she has the basic qualifications to perform the duties of the job.

C. Any permanent employee who is then laid off from a classification shall have the right to bump into any other classification which contains permanent employees with less seniority than the laid off employee regardless of department but provided the employee has the basic qualifications to perform the duties of the job. If such occurs, then the employee in such classification with the least seniority shall then be laid off subject to the right to bump into any other classification having basic qualifications to perform the duties of the job. Such procedure shall continue until the least senior employee is laid off. Supervisory personnel can perform union work in the water and sewer plants and shall perform the comparative analysis for the length of time necessary for certification of the effected employee.

D. In the event an unlicensed employee bumps into a classification that requires a license said employee shall have two (2) months to obtain a CDL license.

E. The City shall prepare a seniority list for posting and delivery to the Union. This list shall contain the seniority date of all permanent employees. Employees shall review the list and any disputes shall be subject to the grievance procedure. Employees who fail to grieve shall be bound for all purposes by the seniority date as shown by the City's list.

**Section 21.2.**

A. Permanent employees who are on layoff shall be placed on a recall list according to seniority. The employee with the most seniority shall be recalled first when jobs are to be filled or when funds and work are available. Employees shall be recalled from layoffs in the reverse order from which they were laid off before any new employees are hired. Recalled employees must possess the basic qualifications to perform the work for which the recall occurs. If an employee is recalled into a job other than his/her regular job held before layoff and that job comes open at a later date, he/she will have the right to take that job.

B. Laid off employees shall furnish the City and the Union with their current address and phone number at all times. Laid off employees who are to be recalled shall be notified by both telephone call and registered mail that they are recalled and the employee shall report for work within ten (10) workdays of recall or else forfeit all recall rights under this Agreement.

C. Prior to written notice of the layoff, the City shall meet and discuss the layoff and its impact with the Union. Permanent employees shall be given two (2) weeks advance written notice of the layoff. An employee who receives a notice of layoff shall have three working days from receipt of the notice to bump, however, the placement shall not take effect until the expiration of the two week period. A laid off employee shall be entitled to unemployment benefits.

D. Laid off permanent employees shall be placed on a recall list for a period of two (2) years. An employee has the right to decline a recall, if so declined then the employee moves to the bottom of the recall list. In the event that the City is required to hire an employee as a result of the laid off employee's decline, then the employee loses all recall rights. A permanent employee who has been taken off a recall list may make application for new City employment and shall be considered for new employment before any applicants.

E. When it becomes necessary to layoff bargaining unit employees the employee shall be compensated for fringe benefits earned and not used in the same manner as indicated in Article 12, Section 12.6, retirement pay for unused vacation and holidays.

When laid off employees are recalled in accordance with Article 21, Section 21.2 the vacation and personal days shall be "earned" in the same fashion as calculated under Article 12.

Laid off employees shall have the option, for a term not to exceed ninety (90) days, to leave with the City any accumulated but unused fringe benefits – vacation time, sick leave, holiday leaves – earned while employed. If employee has not been called back to work within the ninety (90) day period after layoff, said benefits shall be paid to the employee laid off at the employee's request.

F. Senior employees shall have the right to accept voluntary layoff in lieu of the layoff of other employees under this Article for a period not to exceed three months.

G. An employee who has been laid off, whether such layoff has resulted in a loss of employment with the City of Fostoria or displacement from bid job to another position with the city through the layoff procedure, and their previously held position becomes available, then the employee must return to their previously held position.

## **ARTICLE 22**

### **POSTING AND BIDDING PROCEDURE**

When a permanent vacancy occurs or a new position is created in the bargaining unit, the open position shall be posted in the department where it occurs for three (3) working days. Employees wishing to bid on the job will fill out a bid form and present it to the office of the Safety-Service Director. The job shall be awarded to the employee in the department with the most seniority

and having the basic qualifications. Supervisory personnel can perform union work in the water and sewer plants and shall perform the work until the effected employee obtains the necessary certificate or license.

If no employees bid in the department, the job will be posted in all departments of the bargaining unit for three (3) additional working days, and all employees shall have the right to bid on the job. The job will be awarded to the most senior employee bidding who has the basic qualifications to perform the job. Supervisory personnel can perform union work in the water and sewer plants and shall perform the work until the effected employee obtains the necessary certificate or license.

When an employee successfully bids on a job, that employee shall have the right to return to his/her original position during the first fourteen (14) days on the new job. In the event an employee returns to his/her original position, the vacancy shall be filled utilizing the existing bid list for the original vacancy. Only when the original list has been exhausted shall the Employer re-post and bid the vacancy. After an employee has been notified of a successful bid, he/she shall assume the duties of the position no later than ten (10) days after receiving notification. All newly promoted employees will be required to successfully complete a probationary period in accordance with Section 35.2.

## **ARTICLE 23** **SAFETY COMMITTEE**

**Section 23.1.** There shall be a permanent safety committee whose function will be to review complaints and problems relating to safety on the job. This committee shall be composed of two (2) representatives of the Union and two (2) representatives of Management and shall meet from time to time upon the request of either party to discuss mutual safety concerns. Any meetings held hereunder shall be during the regular working hours on a no loss of pay arrangement. No overtime payments will be available to any employee if any such meeting is held beyond normal working hours.

A steward, along with his/her supervisor may make a tour of their department from time to time and report their findings to the safety committee in order to resolve all safety problems. If it is not possible to solve problems immediately, then unsafe equipment or conditions, whenever practicable, shall be resolved no later than thirty (30) days after any safety committee meeting.

**Section 23.2.** Adequate first-aid equipment shall be provided by the City at appropriate locations in buildings and on equipment.

## **ARTICLE 24** **SUBCONTRACTING**

**Section 24.1. Subcontracting.** The Employer agrees that it shall not subcontract work normally performed by the existing work force.

**Section 24.2. Emergency Work.** The Employer further agrees that it shall not subcontract work that would reduce the present work force. It is understood that due to an emergency or

when the nature of the work is above and beyond what the City work force can handle, the City may subcontract and shall inform the Union.

**ARTICLE 25**  
**LICENSE PAY**

**Section 25.1.** An employee holding one of the following classifications – filtration operator, maintenance operator, assistant operator, wastewater laboratory technician, sewer maintenance laborer, water maintenance laborer and meter reader/maintenance – who obtains a valid Public Water System Operator, Wastewater Works Operator, Water Distribution Operator, Wastewater Collections System Operator or Wastewater Analyst certification, as specified by the State of Ohio EPA, will be paid a supplement according to the following schedules:

For Public Water System Operator, Wastewater Works Operator and Wastewater Analyst Certificates:

| <b><u>WATER PLANT AND DISTRIBUTION</u></b> | Per Hour Supplement Of: | <b><u>SEWER PLANT AND DISTRIBUTION</u></b> | Per Hour Supplement Of: |
|--|-------------------------|--|-------------------------|
| Class 1 Operator                           | \$0.45/hr.              | Class 1 Operator                           | \$0.45/hr.              |
| Class 2 Operator                           | \$0.65/hr.              | Class 2 Operator                           | \$0.65/hr.              |
| Class 3 Operator                           | \$0.85/hr.              | Class 3 Operator                           | \$0.85/hr.              |

For Water Distribution Operator and Wastewater Collections System Operator Certificates:

| <b><u>WATER PLANT AND DISTRIBUTION</u></b> | Per Hour Supplement Of: | <b><u>SEWER PLANT AND DISTRIBUTION</u></b> | Per Hour Supplement Of: |
|--|-------------------------|--|-------------------------|
| Class 1 Certificate                        | \$0.45/hr.              | Class 1 Certificate                        | \$0.45/hr.              |
| Class 2 Certificate                        | \$0.65/hr.              | Class 2 Certificate                        | \$0.65/hr.              |

Employees may only receive supplemental pay for the department in which they are employed (i.e. Water or Sewer – not both).

**Section 25.2.** The Employer shall pay in advance for license renewals and the cost of the contact hours required to maintain the license. The Employer shall also pay for the cost of contact hours for employees who hold a current license but no longer work in a department that requires that license.

**Section 25.3.** When an employee successfully attains an operator’s certification in the Water Plant or Sewer Plant or an analyst certification at the sewer plant, he/she shall receive the sum of four hundred dollars (\$400). When an employee successfully attains a certification in Collection or Distribution he/she shall receive four hundred dollars (\$400) for each license attained. This lump sum is paid only once for each level of license or certification obtained.

**Section 25.4.** Positions which require CDL license shall receive five cents (\$0.05) per hour.

**Section 25.5.** The Employer may, to the extent it determines necessary, allow for a pesticide license holder in the bargaining unit who is assigned to Sewer Maintenance. If the Employer determines a pesticide license holder in the bargaining unit is necessary, one (1) bargaining unit member working in Sewer Maintenance shall be provided an annual stipend of one hundred fifty dollars (\$150.00) for holding such license. The initial recipient of the annual stipend shall be appointed by the Employer. Any successor shall be appointed on the basis of seniority within Sewer Maintenance.

**ARTICLE 26**  
**MISCELLANEOUS**

**Section 26.1. Seasonal and Temporary Employees.** Seasonal and temporary employees shall be hired for certain stated periods or for specific projects. Such seasonal or temporary employees shall not replace permanent employees.

**Section 26.2. Supervisory Duties.** Any employee covered hereunder who is designated by Management to perform his/her supervisor's duties for three (3) hours or more, shall be paid an additional two dollar (\$2.00) per hour while performing such duties. This amount shall be included in the base rate if overtime is to be worked. Any such designee(s) shall be considered for promotion to the supervisor's position when such position becomes vacant.

**Section 26.3.** Employees in the bargaining unit shall live in Seneca County or an adjacent county. However, employees living outside the City limits, in a different phone exchange, shall receive collect calls from the City, at no cost to the City regarding official City business.

**Section 26.4. Uniforms.** The City shall continue to furnish and maintain protective clothing, industrial shields, decimal ear muffs, gloves, boots, industrial blankets, appropriate inclement weather coats and any other foul weather gear necessary for each employee who has to carry out their job duties. Effective May 2005, the City agrees to reimburse bargaining unit employees 50%, up to a maximum of \$100.00, of the cost for a pair of appropriate work boots. The reimbursement shall be available to bargaining unit employees every other year beginning May 2005. In order for bargaining unit employees to be eligible for such reimbursement, employees must: request reimbursement in writing, provide a copy of the receipt of purchase, and the pair of appropriate work boots must have been purchased during the year in which the reimbursement applies.

**Section 26.5. Radios Provided.** In the Water and Sewage Department, employees who work alone on their shift shall be supplied with a two-band radio for emergency use only.

**Section 26.6. Personal Belongings.** Management shall replace or repair all personal property of the employee when acting in the capacity of police matron, while working in such capacity, which is damaged in the line of duty so long as such damage is not due to the employee's negligence.

**Section 26.7. Educational Plan.**

A. To assist in education, the following policy is in effect:

1. Employee must request through his/her immediate supervisor permission to attend the job related training course on the forms provided.

2. The immediate supervisors will ensure that all necessary documentation is submitted by the employee and submits the packet to the Safety/Service Director.
  3. The Safety/Service Director confirms the necessity of the training and initials the request and submits it to the Mayor for approval.
  4. The Mayor may approve or deny the request. If approved by the Mayor, the Mayor submits the request to the auditor for the certification of funds.
- B. All requests for education and travel must meet the requirements of O.R.C. 733.79.

## **ARTICLE 27**

### **NO STRIKE NO LOCKOUT**

**Section 27.1. Strike Prohibition.** The services performed by, the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

**Section 27.2. Notice.** In the event any employee covered hereunder is engaged in any violation of Section 27.1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management.

**Section 27.3. No Lockout.** The Management shall engage in no lockout of employees in the bargaining unit.

## **ARTICLE 28**

### **SAVINGS CLAUSE**

If any provision hereof is declared illegal or invalid or shall become so hereafter by any change in federal or state laws, or a decision of a court of competent jurisdiction, such provision shall not invalidate this contract or any provision hereof but shall be considered as deleted and the remainder of the contract shall subsist and continue with the same force and effect as if such provision had not been a part of this contract, in such event the parties will commence negotiations concerning the invalid provision within ten (10) days following the act invalidating the provision.

## **ARTICLE 29**

### **WITNESS/JURY DUTY**

**Section 29.1.** Any employee required by a court to report for or to serve on a jury on any regular workday when the employee would normally be working shall receive a regular day's pay from the employer for all time spent as a juror less any payments the employee has received in the form of fees or expenses from the court.

**Section 29.2.** Any employee subpoenaed to appear as a witness in any court in any case other than one initiated by himself or one against the City, shall receive a regular day's (or hour's) pay from the employer for each regular day (or hour) spent as a witness less any payments the employee has received in the form of fees or expenses from the court. Any employee subpoenaed by the City as a witness shall be entitled to regular pay for any time spent as a witness during regular working hours.

**Section 29.3. Court Time – Police Department.** Whenever it is necessary for an off-duty Clerk to appear in court, or for pre-trial conferences, for the prosecution of a criminal or civil case, such Clerk shall be compensated in accordance with the provisions of Article 6, Section 6.9. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the Chief of Police within three (3) days of receipt of such fees. Any travel pay received when the employee uses City supplied transportation will be similarly turned over to the Chief in accordance with the above provision.

Any appearance in a civil case must have arisen as a result of police activities.

### **ARTICLE 30 PAYROLL DEDUCTIONS**

**Section 30.1.** The City will deduct from the paychecks of employees who have signed a proper authorization for YMCA charges and remit these monies to the YMCA. Employees will not be able to withdraw this authorization once it is made for given year.

**Section 30.2.** The employer will deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee and remit monthly to said committee all such deducted monies.

**Section 30.3.** Bargaining unit employees will have their payroll checks direct deposited bi-weekly after it has been implemented for all other City employees.

### **ARTICLE 31 UNION LEAVE**

**Section 31.1.** The Union shall be entitled to ten (10) days without pay per year for attendance at Union conventions, conferences and seminars. Seniority shall accrue during the leave. No more than two (2) employees will use this leave at any one time and upon one (1) week's notice of intent to take the leave to the employer.

**Section 31.2.** The City will grant an unpaid leave of absence to one employee upon request to take employment with the Union. The length of such leave shall be at the employee's option but shall be no longer than three (3) calendar years. Such employee shall maintain seniority during such leave.

**ARTICLE 32**  
**CIVIL RIGHTS CASES**

The Union will be given notice of any civil rights charges or lawsuits brought against the City by a bargaining unit member. The City will provide the Union with a copy of the charge and court documents concerning any such charge or lawsuit.

**ARTICLE 33**  
**PERS PICKUP**

Effective on the date of the contract, or thereafter when legally permissible, the Employer shall designate each employee's mandatory contributions to the State Employees Retirement System of Ohio as "picked up" by the Employer as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Employer as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Employees Retirement System contribution which has been designated as "picked up" by the Employer shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pick up," nor is the Employer's total contribution to the State Employees Retirement System increased thereby.

A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation thereafter.

B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of Employee/Employer contributions.

C. Payment for sick leave, personal leave, and severance, including unemployment and worker's compensation, shall be based on the Employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).

D. Such earnings reductions shall not result in any earnings which may be less than any minimum required under State law, a pro rata reduction shall result with the Employee contributing that portion which falls below such minimum as may be required by State law.

E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS law and regulations.

F. The Employer is not liable, nor will it be held responsible, for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan, now or in the future.

G. The Union, and its members, both severally and individually, agree to indemnify and hold the Employer harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Employer in compliance with the provisions of this Article.

**ARTICLE 34**  
**WAIVER IN CASE OF EMERGENCY**

**Section 34.1.** In the case of emergency declared by the President of the United States, the Governor of Ohio, the Mayor of the City of Fostoria, the Federal or State Legislation, such as acts of God and Civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for management replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of City employees.

**Section 34.2.** The City shall notify the Union when an emergency is declared and when it is terminated.

**Section 34.3.** Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with 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 when the emergency occurred.

**ARTICLE 35**  
**PROBATIONARY PERIODS**

**Section 35.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. The probationary period shall continue for a period of ninety (90) days. A probationary employee may be terminated at any time during his probationary period without resort to the grievance procedure.

If the Employer and the Union mutually agreed, the Employer may extend the employee's probation up to an additional ninety (90) days.

**Section 35.2.** A newly promoted employee will be required to successfully complete a probationary period for a newly hired position. The probationary period for a newly promoted employee shall begin on the effective day of the promotion and shall continue for a period of thirty (30) days. A newly promoted employee may be returned to his former position any time during his probationary period. The employee shall have the right to return to their former position, voluntarily, within 14 days of appointment.

**ARTICLE 36**  
**LABOR/MANAGEMENT MEETINGS**

**Section 36.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed, on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than five (5) representatives of the Union, which includes the staff representative, to discuss pending problems, exchange information, and to promote improved labor/management relations.

**Section 36.2.** An agenda will be furnished 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 meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been resolved via the grievance procedure when such discussions are mutually agreed to, in advance, by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improving efficiency; and,
- F. Consider and discuss health and safety matters relating to employees.
- G. Discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members;
- H. Consider recommendations for changes from the Employer or the Union in policies, operating procedures, rules and or regulations.

**Section 36.3.** If it is further agreed that special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 36.4.** Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

**Section 36.5.** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**ARTICLE 37**  
**DURATION OF AGREEMENT**

**Section 37.1.** This Agreement, subject to ratification by the members of Local 811 and subject to councilmatic action, shall be effective upon signing and shall remain in effect and in full force until April 30, 2016~~3~~. If either party desires to amend this Agreement they shall give notice to the other

party sixty (60) days prior to the termination date of this Agreement subject to the provisions of Ohio Revised Code Chapter 4117. This Agreement shall remain in full force and be effective until notice of termination of this Agreement is provided to the other party.

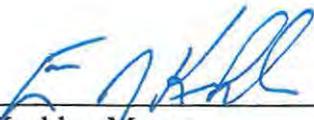
**Section 37.2.** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than five (5) days prior to the desired termination date which shall not be before the anniversary date set forth herein. Mediation agencies (Federal Mediation and Conciliation Service) acceptable to both parties, may enter negotiations at the request of both parties.

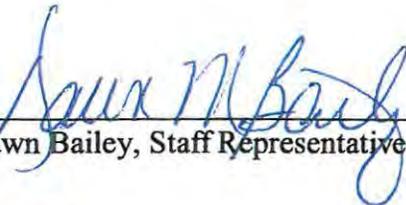
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties set their signatures this 11<sup>th</sup> of June, 2013.

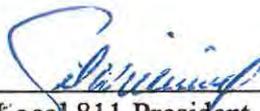
FOR THE CITY OF FOSTORIA, OHIO

FOR THE UNION, AFSCME OHIO  
COUNCIL 8 LOCAL 811, AFL-CIO

  
\_\_\_\_\_  
Eric Keckler, Mayor

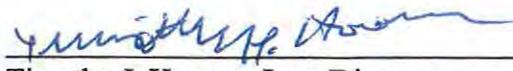
  
\_\_\_\_\_  
Dawn Bailey, Staff Representative

  
\_\_\_\_\_  
Allyson Murray, Safety-Service Director

  
\_\_\_\_\_  
Local 811 President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Local 811 Vice-President

  
\_\_\_\_\_  
Timothy J. Hoover, Law Director

**APPENDIX A**

**WAGE SCALE FOR AFSCME 811**

Through April 30, 2013

| <b>Classification</b>            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Assistant Operator               | \$15.42       | \$16.09       | \$16.74       | \$18.71       | \$19.28       | \$19.86       | \$21.74       |
| Filtration Operator              | \$15.42       | \$16.09       | \$16.74       | \$18.71       | \$19.28       | \$19.86       | \$21.74       |
| Labor/Maintenance                | \$15.20       | \$15.83       | \$16.48       | \$18.39       | \$19.08       | \$19.48       | \$21.34       |
| Lead Laborer                     | \$17.20       | \$17.83       | \$18.48       | \$20.39       | \$21.80       | \$21.48       | \$23.34       |
| Maintenance Operator             | \$15.64       | \$16.29       | \$16.96       | \$18.98       | \$19.71       | \$20.12       | \$22.04       |
| Mechanic                         | \$15.64       | \$16.29       | \$16.96       | \$18.98       | \$19.71       | \$20.12       | \$22.04       |
| Meter Reader/<br>Maintenance     | \$15.52       | \$16.20       | \$16.86       | \$18.84       | \$19.55       | \$19.97       | \$21.88       |
| Custodian                        | \$15.05       | \$15.68       | \$16.40       | \$18.31       | \$19.02       | \$19.46       | \$21.34       |
| Parking Meter Person             | \$11.64       | \$12.03       | \$12.43       | \$13.65       | \$14.37       | \$15.49       | \$17.73       |
| Deputy Clerk                     | \$12.73       | \$13.19       | \$13.67       | \$15.08       | \$15.90       | \$17.06       | \$19.65       |
| Records Clerk                    | \$13.18       | \$13.68       | \$14.19       | \$15.71       | \$16.55       | \$17.69       | \$20.46       |
| Office Clerk                     | \$12.73       | \$13.19       | \$13.67       | \$15.08       | \$15.90       | \$17.06       | \$19.65       |
| Chief Clerk                      | \$13.18       | \$13.68       | \$14.19       | \$15.71       | \$16.55       | \$17.69       | \$20.46       |
| Office Clerk (Cemetery)          | \$11.84       | \$12.25       | \$12.68       | \$13.94       | \$14.62       | \$15.49       | \$17.92       |
| Warden                           | \$13.26       | \$13.77       | \$14.27       | \$15.82       | \$16.50       | \$17.06       | \$19.24       |
| Zoning Inspector Assistant<br>En | \$13.46       | \$14.00       | \$14.52       | \$16.09       | \$16.95       | \$18.26       | \$20.95       |
| Lead Operator                    | \$15.77       | \$16.72       | \$17.31       | \$19.32       | \$20.04       | \$20.60       | \$22.87       |
| Wastewater Lab<br>Technician     | \$15.42       | \$16.09       | \$16.74       | \$18.71       | \$19.28       | \$19.86       | \$21.74       |
| Electrician/Laborer              | \$15.77       | \$16.72       | \$17.31       | \$19.32       | \$20.04       | \$20.60       | \$22.87       |

MEMORANDUM OF UNDERSTANDING - NO. 1  
BETWEEN  
CITY OF FOSTORIA  
AND  
AFSCME, OHIO COUNCIL 8, LOCAL 811

The parties agree that the City shall reimburse the members of the Union for the difference in out-of-pocket medical expenses, including deductible, out-of-pocket maximum, emergency room and urgent care visits, office visits, and prescription medications, required by the Paramount Health Care HMO \$200 80% Moderate Option – Plan M6/ExpressScripts and those out-of-pocket expenses required by the Anthem Blue Cross/Blue Shield Blue Access Option D51 w/Rx Option 7. Reimbursement shall not exceed coverage authorized by the Anthem Blue Cross/Blue Shield Blue Access Option D51 w/Rx Option 7 plan. By way of example, and for illustrative purposes only, if the co-pay for a visit to a primary care physician covered by the Paramount Health Care HMO \$200 80% Moderate Option – Plan M6 was \$15.00, and the co-pay for a covered visit by the Anthem Blue Cross/Blue Shield Blue Access Option D51 w/Rx Option 7 is \$25.00, upon receipt of authentic and timely verification of this charge, the City shall pay the Union member a reimbursement of \$10.00.

The parties agree that the City shall provide reimbursement in a manner determined by the Director of Finance. The parties also agree that to be eligible for reimbursement, Union members must provide authentic, written verification to the Director of Finance within thirty (30) days from the date they are incurred.

This Memorandum of Understanding shall expire on December 31, 2013.

FOR THE CITY OF FOSTORIA, OHIO

FOR THE UNION, AFSCME OHIO  
COUNCIL 8 LOCAL 811, AFL-CIO

  
Eric Keckler, Mayor

  
Dawn Bailey, Staff Representative

  
Allyson Murray, Safety-Service Director

  
Local 811 President

APPROVED AS TO FORM:

  
Local 811 Vice-President

  
Timothy J. Hoover, Law Director