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02/27/2014

AGREEMENT

BETWEEN

THE CITY OF WASHINGTON COURT HOUSE

AND

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO, LOCAL 3819

SERB CASE NO. 2013-MED-03-0354

Effective Upon
July 1, 2013 through June 30, 2016

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ARTICLE 1
PURPOSE

This agreement is made and entered into between the City of Washington Court House City Council and the City of Washington Court House, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3819, hereinafter referred to as the "Union."

The purpose of the agreement is to provide a fair and responsible method of enabling employees covered by this agreement to participate through Union representation in the establishment of wages, terms and other conditions of their employment and to establish a peaceful procedure for the resolution of contractual differences between the parties.

This agreement is entered into in a spirit of cooperation, with the Employer and the Union each recognizing their responsibility to respect the provisions of the agreement. The intent of the agreement is to engender a spirit of cooperation so that both parties together may work to better serve the citizens of the City of Washington Court House.

ARTICLE 2
EXCLUSIVE RECOGNITION

Section 2.1. The Union is recognized as the sole and exclusive representative for all employees of the City of Washington Court House in this appropriate unit:

Eligible: All employees of the City of Washington Court House, including Service Secretary I and Secretary II (included only in the Street, Waste Water Collection, Stormwater Collection, and Waste Water Treatment Plant Departments); Wastewater Class I Operator; Class II; Class III; Operator-in-Training; Electrician I and II; Service Laborer I and II; Foreman; Service Foreman; Crew Leader; Maintenance Person I and II; Income Tax Clerk I and II; Master Mechanic II; Mechanic I; Custodian; Facility Maintenance Technician; Facility Maintenance Assistant; Lab Technician; Maintenance Technician; Pretreatment Coordinator and Cemetery Labor I and II (if hired after January 1, 1998). Notwithstanding the excluded positions listed below, if some set or similar job/work subset of employees from an acquired program, agency, or organization wishes to joint the AFSCME union during the life of this agreement the exclusions listed below shall not act as a prohibition from such union membership. Membership, however, shall be neither automatic nor forced.

Excluded: All management level employees; professional employees; students; seasonal and casual employees; confidential employees; guards; and Executive Secretary to the City Manager and supervisors as defined in the Act including: City Manager; Service Director; Deputy Director Service Department; Clerk/Cashier I or II; Utility Meter Reader; Utility Service Person; Superintendent and Assistant Superintendent Wastewater Treatment Plant; Supervisor Wastewater Collection System; Superintendent Stormwater Collection System; Director of Finance; Deputy Director of Finance; City Attorney(s); Superintendent Street Department; Administrative Secretary to Service Department; Water Plant Superintendent; Water Plant Supervisor; Water Plant Operators, Unlicensed, Class I, II, III, Relief; Water Distribution Supervisor; Water Plant Mechanic; Facilities Director; members of Police and Fire Departments; Secretary to the Code Enforcement Officer; Code Enforcement Officer; Cemetery Superintendent; Secretary to the Cemetery; Police Department; Dispatchers; and all employees of the Municipal Court; City Engineer; Building and Zoning Inspector; Personnel Director; Economic Development Director and Pool Manager. In addition to these listed positions, also excluded are positions which have resulted from the acquisition, purchase, or takeover of other programs or entities and their respective employees.

Section 2.2. It is understood that all new hires after January 1, 1998 (who qualify) or transfers in the recently organized Cemetery division shall become bargaining unit members. All new hires after July 1, 2004, in the Water Divisions shall become bargaining unit members.

Section 2.3. Any newly created non-supervisory job classification in any Department of the City may become part of the bargaining unit and subsequently covered by the terms of this Agreement if the classification is properly included through O.R.C. Chapter 4117. The City shall notify the Union within fourteen (14) calendar days of the establishment of any such classification and the parties shall meet for the purpose of determining whether the position shall be included in the bargaining unit. If the parties are unable to agree whether the position is to be included in the bargaining unit, the Union may petition the State Employment Relations Board to seek its inclusion. If any new positions become a part of the bargaining unit, the parties shall meet to negotiate wage rates for these positions. The procedures of Chapter 4117 of the Ohio Revised Code shall apply to these negotiations.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and Union agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, religion, national origin, or disabled status and both parties further agree that neither shall unlawfully discriminate on the grounds of age, sex, race, color, religion, national origin, or disabled status in the application of this Agreement. The parties further agree that neither the Employer nor Union shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Section 3.2. Wherever the male gender is used in this agreement, it shall be construed to include both male and female.

Section 3.3. It is understood that the provisions here deal only with AFSCME employees, and are available and apply only to this group of employees. However, benefits which have a City-wide application which may be enacted by law or ordinance by the City Council shall be automatically extended uniformly to all employees.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

Not by way of limitation of the following paragraph, but only to indicate the type of matters or rights which belong to and are coherent to the Employer, the Employer retains the right to: 1) hire, transfer, and for just cause discharge, suspend, or otherwise discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes or facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or respect to the legal status, management or responsibility of such property, facilities, processes or work; or 15) terminate or eliminate all or any part of its work or facilities.

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

Section 4.2. Management rights set forth above shall not be impaired by an arbitration award or otherwise except to the extent that they are limited by specific provisions of this agreement. Failure to exercise a right, or exercising it in a particular way, shall not be deemed a waiver of any management right. The Employer may make decisions in the exercise of its management rights without prior negotiation with or agreement of the Union. The Union may, however, demand bargaining about the effect(s) /affect(s) of management"s

decisions on the wages, hours and terms and conditions of employment. Such "effects bargaining" or "affects bargaining" shall be in accordance with Article 4 of this agreement.

Section 4.3. Chain of Command

A. The City has a Table of Organization (attached as Appendix A) which illustrates the current chain of command.

B. All employees are expected to follow the Chain of Command and to receive and give work orders or daily activity duties to and from the next immediate level. Communication is not expected to bypass a level of command without the knowledge of the intervening level. Managers, however, shall not restrict the free flow of such information.

C. It is a direct violation of this contract (as well as state law) for members of council to give direct work order or duties to any employee of the City other than the Manager. Any direct intervention in this manner shall be reported to the employee's supervisor.

D. Employees shall work all concerns through the grievance procedures or Chain of Command. Direct appeal to council or elected officials without notice to the Manager, and discussion through the Chain of Command, is a violation of this contract and subject to discipline. No level of command, however, shall in any way refuse to allow a request by any level of command to have discussions, letters or other communication contacts with city council. Failure to follow this chain of command, however, shall neither be grounds for termination nor suspension.

ARTICLE 5
DUES DEDUCTION

Section 5.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 5.2. The Employer agrees to deduct regular Union membership dues once each two (2) weeks from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. A check payable to AFSCME-Ohio Council 8 will be remitted on a biweekly basis to the Comptroller, 6800 N. High Street, Worthington, Ohio 43085.

Section 5.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer 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 5.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the bargaining unit; 3) layoff from work; 4) an unpaid leave of absence; or 5) written revocation or authorization when done in compliance with the procedures set forth in the authorization card signed by the individual employee. The employer will provide the Union President quarterly a list of the names, addresses and telephone numbers of all new hire bargaining unit employees who transfer into or out of the bargaining unit, and any bargaining unit employee who has gone on an unpaid leave of absence status.

Section 5.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 5.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made, by deducting the proper amount.

Section 5.7. The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 5.8. Except as otherwise provided herein, each eligible employee=s written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

Section 5.9. Fair Share: 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 commencing upon the first day after the completion of the one hundred eighty (180) calendar day probationary period. This provision shall not require any employee to become or remain a member of the Union. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the costs of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment for bargaining unit employees. The Union shall prescribe a rebate and challenge procedure that complies with Ohio Revised Code Section 4117.09(C), federal law, and any judicial decisions interpreting such laws.

Section 5.10. 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 fees shall be deducted in amounts determined by the Union, but shall not be more than union dues paid by other union members.

Section 5.11. Faire share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 5.12. Changes in the amount to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

ARTICLE 6
UNION REPRESENTATION

Section 6.1. The Employer will recognize one (1) non-employee Ohio Council 8 representative as a union representative in accordance with this Article. Such representative may be designated by the Regional Director of Ohio Council 8. Said non-employee representative will be admitted to the Employer's facilities and sites during working hours for approved activities and for reasonable amounts of time. Said representative shall notify the City Manager or designee of his arrival prior to conducting any Union business, and the Employer shall designate a meeting place.

Section 6.2. The Union shall submit in writing the names of employees who act as Union representatives for processing grievances, attending hearings, labor/management meetings, and disciplinary hearings. The Employer shall recognize as Union representatives the president of the local, and three (3) stewards. The Union shall notify the Employer in writing of changes of all stewards or officers of the local. An employee will not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 6.3. 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. Union office held;
4. Telephone number; and
5. Immediate Supervisor.

Section 6.4. The Union president or his/her designee will obtain permission from his or her immediate supervisor and notify his or her immediate supervisor when leaving his or her job site to process grievances and/or to attend grievance hearings. The union president or his/her designee will make a reasonable attempt not to leave the work site understaffed to process a grievance, nor will the Employer arbitrarily deny the Union time to process the grievance. Grievance meetings and arbitration hearings will be scheduled during regular work hours. One (1) Union representative and one (1) employee shall not suffer any loss of pay while attending grievance or arbitration hearings. Necessary witnesses shall not suffer any loss of pay while attending any hearings.

Section 6.5. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no representative 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 specifically authorized herein.

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.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. Upon request, in the interest of sound Labor/Management relations, on a mutually agreeable day and time the City Manager and/or his designee shall meet with not more than three (3) employee representatives of the Union and one (1) representative of AFSCME Ohio Council 8 to discuss those matters addressed in this Article. Additional representatives may attend by mutual advance agreement.

Section 7.2. Each party will furnish the other an agenda at least seven (7) calendar days in advance of the meeting. The agenda shall contain a list of the issues to be addressed. The purpose of such meetings shall be to:

A. Discuss administration of the Agreement;

B. Notify the Union of any changes made by the Employer which affect bargaining unit members;

C. Disseminate general information of interest to the parties;

D. Discuss ways to increase productivity and improve efficiency;

E. Discuss other matters mutually agreed to by the parties;

F. Discuss health and safety issues mutually agreed to by the parties;

G. Discuss unresolved grievances mutually agreed to by the parties.

Section 7.3. If a Labor/Management meeting has been requested and mutually agreed to it shall be convened as soon as possible.

Section 7.4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

Section 7.5. Work Improvement Team Sub-Committee: In the interest of sound relations in providing service to the public, the joint W.I.T.S. (Work Improvement Team Sub-Committee) comprised of not more than four (4) members selected by the Union and not more than four (4) members from management will convene from time to time for the purpose of discussing subjects of mutual concern.

All minutes of this committee shall be reduced to writing and placed on the bulletin board.

The chairing of this committee should be rotated between the parties.

An agenda should be sent to the other party in writing along with a suggestion of dates and times they should meet.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. For purposes of this Article, the below listed terms are defined as follows:

A. Grievance: A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written agreement.

B. Grievant: A grievant is defined as one (1) or more employees within the bargaining unit who allege a grievance. In the event more than one (1) employee alleges a grievance arising from the same matter, the parties may consolidate or separate the grievances at any stage of the grievance procedure.

Section 8.2. The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. If a filing or response day falls on a weekend or holiday, such time shall be extended until the employee's next scheduled working day.

Section 8.3. The Employer's answer to a grievance is deemed received upon hand delivery or certified mailing to the grievant and the union.

Section 8.4. The following procedure shall apply to the administration of all grievances filed under this article.

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

B. The parties may agree to commence a grievance at any level.

C. The Union Steward will be permitted to investigate and handle grievances for up to four (4) hours per bi-weekly pay period during working hours. The Union Steward shall notify his foreman or immediate supervisor and obtain approval before he begins any on-work grievance processing. The Steward shall be compensated at his normal rate of pay for the limited time he uses during working hours. At no time will overtime be paid for grievance processing. Any grievance processing that will exceed the four (4) hours limitation, above, shall be conducted during non-working hours.

D. Any employee shall have the right to have a union representative present at any or all stages of the grievance procedure contained in this Article.

E. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under the law; however, there shall be no appeal to the Civil Service Board. Any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

F. Verbal and written reprimands may be submitted to the grievance procedure but may not be appealed to arbitration. Suspensions, reductions in pay, demotion, and discharge shall remain appealable to arbitration.

G. The time limits and procedures provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement. This provision shall also apply to grievances not properly signed, and those without proper citation of a violation and specific indication of remedy requested.

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

I. Probationary employees shall have the right to utilize the grievance procedure. However, the grievance procedure shall not be available for challenging or appealing discipline imposed during probation, probationary reductions or probationary removals, or the one (1) time extension of the probationary period (not to exceed an additional one hundred eighty [180] calendar days) for needed additional evaluation of performance.

J. If, at any time, the Employer grants the remedy requested by the grievance, the grievance shall immediately be deemed resolved, and the grievant shall have no right to continue such grievance through the grievance and/or arbitration procedure(s).

Section 8.5. The following steps shall apply to the administration of all grievances filed under this Article.

A. Step 1 (Supervisor)

1. The grievant shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and hand-deliver the grievance to

the Supervisor, or his designee. Failure to file the grievance within the applicable time or by the prescribed manner, results in a full and complete waiver and forfeiture of the grievance.

2. A written grievance shall be signed by the grievant and state the following information with clarity: 1) the name and position of the grievant; 2) the identity of the provision(s) of this agreement involved in the grievance; 3) the time and place where the alleged events or conditions giving rise to the grievance took place; 4) the identity of the party responsible for causing the grievance, if known to the grievant; 5) a general statement of the nature of the grievance; and, (6) the remedy sought.

3. The Supervisor shall meet with the grievant to review the matter and shall give his or her answer in writing within seven (7) calendar days of filing of the grievance. If the Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

B. Step 2 (Department Head)

1. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Department Head or designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be filed by hand delivery to the Department Head or designee. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

2. The Department Head, or his designee, shall then meet with the grievant at a mutually agreeable time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by one (1) union representative of his or her choosing. The Department Head, or his designee, may also request that other persons be present at the Step 2 meeting. The Department Head or his designee, shall give a written answer to the Grievant and his or her representative within seven (7) calendar days following the Step 2 meeting. If the Department Head or his designee fails to schedule the Step 2 meeting or to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievance shall automatically proceed to Step 3.

C. Step 3 (City Manager)

1. If the grievance is not satisfactorily resolved in the manner provided for in Step 1 or 2, the grievant may appeal to Step 3 by filing a written appeal to the City Manager or designee, within seven (7) calendar days after the grievant's receipt of the Step 2 answer. The written appeal shall be filed by hand delivery to the City Manager. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

2. The City Manager, or his designee, shall then meet with the grievant at a mutually agreeable time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 3 meeting, the grievant shall have the right to be accompanied by one (1) union representative of his or her choosing. The City Manager, or his designee, may also request that other persons be present at the Step 3 meeting. The City Manager, or his designee, shall give a written answer within seven (7) calendar days following the Step 3 meeting. If the City Manager or his designee fails to schedule the Step 3 meeting or to give a written answer within seven (7) calendar days following the Step 3 meeting, the grievance shall be considered resolved in favor of the grievant without precedent unless time has be extended pursuant to Section 8.2 of this Article.

D. Step 4 (Arbitration)

1. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice by hand delivery or certified mail, of its desire to arbitrate. The written notice must be received by the City Manager within fourteen (14) calendar days of receipt of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: Within fourteen (14) calendar days following the notice to arbitrate, the parties shall select the next arbitrator in line on the permanent panel of arbitrators (if in existence) or shall request in writing the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators from Ohio only (FMCS to be used only if a permanent panel of arbitrators is not in existence). Within seven (7) calendar days of receipt of the list of arbitrators from FMCS, if used, the parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list (any party rejecting a list must assume the cost for a new list). The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one (1) grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two (2) or more grievances

which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

2. The jurisdiction and authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of the Agreement. He shall have the authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be final and binding on all parties.

3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor to add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. If arbitrability is an issue in a case, the arbitrator must first determine the arbitrability issue before proceeding to the merits of the case. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

4. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof.

5. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be split evenly between the City and Union. All necessary witnesses whose attendance is required, shall not lose pay or benefits during scheduled working hours. If the Arbitrator issues a split decision, the parties will share in the fees of the arbitration.

Section 8.6. Once a grievance has been appealed to arbitration, the Union or the Employer may request that the grievance be submitted to mediation. If both parties mutually agree to mediation, either the Union or the Employer will notify the Federal Mediation and Conciliation Service (FMCS) within five (5) work days after the mutual agreement on mediation, asking the FMCS to appoint a mediator to assist the parties in resolving the dispute. The mediator will schedule a meeting with the parties and their representatives as soon as possible after notice has been received. The mediation process will be in accordance with the processes developed and in place with the FMCS. If the grievance cannot be

resolved in mediation, the Union may continue the grievance to arbitration hearing.

ARTICLE 9
CORRECTIVE ACTION

Section 9.1. Except as provided elsewhere in the Agreement, no employee shall be reprimanded, reduced in pay, suspended, demoted, discharged, or removed except for just cause.

Section 9.2. Except in unusual circumstances, discipline will be applied in a corrective, progressive and uniform manner.

Section 9.3. Records of instruction and cautioning and written reprimands shall cease to have force and effect twenty-two (22) calendar months after their effective date, providing there is no intervening disciplinary action of any nature during that time period. All records of suspension shall cease to have force and effect thirty-three (33) calendar months after their effective date, providing there is no intervening disciplinary action of any nature during that time period. All records of reduction in pay or demotions shall maintain force and be in effect for forty-eight (48) calendar months.

Section 9.4. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he may request that a local Union representative be present.

Section 9.5. When an Employer has reason to believe an employee warrants discipline (including only suspensions, reductions, demotions, and discharge), such employee shall have a pre-disciplinary conference. The Employer shall furnish the employee written notice of the charges against him and notice of the time and date of the conference at least twenty-four (24) hours prior to such conference. At the conference, the employee or his Union representative shall be given an opportunity to respond to the charges. An employee may waive the right to such pre-disciplinary conference by notifying the Employer in writing.

Section 9.6. An employee must appeal any disciplinary action only through the grievance procedure set forth in this contract within seven (7) calendar days from the time the Employer notifies the employee in writing of the disciplinary action taken against him. The day the employee received notification of the disciplinary action shall not be counted towards the time limits in which the employee can file his grievance.

Section 9.7. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. When actual discipline is to be given to any employee, he will be informed prior to the time that he may have a Union representative accompany him.

Section 9.8. Verbal and written reprimands may be submitted to the grievance procedure but may not be appealed to arbitration.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1. Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. Employer may discipline a newly hired probationary employee within this probationary period without cause.

Section 10.2. A newly promoted employee will be required to successfully complete a probationary period in his or her newly appointed classification. The probationary period shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days.

Section 10.3. A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure or through the Civil Service Board.

Section 10.4. A newly promoted probationary employee who displays unsatisfactory job performance may be returned to his or her former classification at any time during the probationary period. Employer shall give a written explanation explaining unsatisfactory performance. The return to the former classification of work during the probationary period is a management decision but must not be arbitrary or capricious. Further, the employee who accepts a promotion may within a thirty (30) calendar day period disqualify himself/herself from the promotion and return to the previously held position at his or her previous pay rate with the consent of the Employer. An employee who requests to return to his/her previous position during the probationary period may not be considered for another posted job for a period of one (1) calendar year from the date of return to previous position.

Section 10.5. New hires in the classification operator-in-training, at the Waste Water Treatment Plant or the Water Treatment Plant, are required to obtain their Class 1 license. Such employees will be allowed the first three (3) opportunities to test for the license that follow the date they qualify for testing. Any employee who does not successfully obtain his or her Class 1 license following the three (3) opportunities, above, will be terminated without appeal.

New hires in the Service Department who fail to obtain a CDL driver's license as required by the job description within six (6) months or any other required and known license within twenty-four (24) months are also subject to termination without appeal.

ARTICLE 11
SENIORITY

Section 11.1. Except as may be otherwise provided elsewhere in this Agreement, "seniority" shall be defined as an employee's uninterrupted length of continuous service with the City of Washington Court House.

Section 11.2. The Employer shall provide the Union with a current seniority list annually.

Section 11.3. Employees shall lose seniority upon any of the following conditions:

A. Resignation or retirement;

B. Discharge for just cause;

C. Layoff in excess of twelve (12) months;

D. Absence of three (3) or more consecutive days without calling in unless the employee can demonstrate it was physically or mentally impossible for him to do so;

E. Failure to return to work upon recall from layoff in accordance with Article 15, Layoffs;

F. Failure to return to work upon expiration of a leave of absence.

Section 11.4. "Seniority' shall not be confused with "years of service" for purposes of calculating an employee's entitlement to applicable economic benefits provided in this Agreement.

Section 11.5. Employees shall accumulate seniority when absent for justifiable reasons including, but not limited to, sickness, maternity leave, military service, or other approved paid or unpaid leaves of absence.

ARTICLE 12
VACANCY AND PROMOTIONS

Section 12.1. When the Employer determines that permanent vacancies or new jobs exist in positions covered by this contract, notice of each vacancy shall be posted within ten (10) calendar working days of the City's decision to fill the vacancy on bulletin boards in each City department for a period of at least five (5) calendar working days. Job postings shall include: job title; job pay range; a description of the duties, responsibilities, and necessary skills required for the position; the date and time of posting; the number of the notice and the place to file applications. The times specified within this section can be accelerated by mutual agreement of the parties.

Vacancies are not required to be posted when they involve movement within the following classification series: Service Secretary I and II; Wastewater Operator-in-Training and Operator I through III; Electrician I and II; Service Laborer I and II; Maintenance Person I and II; Income Tax Clerk I and II; Master Mechanic I and II; and Cemetery Laborer I and II; Water Distribution Operator I and II; Waste Water Collection Operator I and II; Water Treatment Plant Operator-in-Training and Operator I through III.

Section 12.2. An employee wishing to be considered for the job shall make application on forms provided by the City and submit the application to the Personnel Director within the posting period.

Section 12.3. Seniority and qualifications shall prevail in all cases. Seniority is one dominant factor in determining who is employed to fill a position. Other factors to be considered for filling a job may be determined by appropriate written exams or skill tests, previous work experience or oral assessment interviews as the City may deem necessary. When testing is deemed appropriate, employees who score at or above the pre-established passing score will be deemed to be qualified. Skill tests, previous work experience, assessment interviews shall thereafter determine the best person to fill a new hire vacancy. Promotions shall be filled from a listing of current City employees who apply and who meet the precise qualifications desired for the promotional position. If employees are equally qualified, then seniority shall be the deciding factor in the job appointment.

A. For the purposes of filling posted vacancies, seniority shall be city wide based on length of service, as defined as cumulative unbroken service with the City of Washington Court House.

Section 12.4. In the filling of vacancies, the City shall give first consideration to existing employees who have applied for the position based upon their ability to do the work required, the quality of prior service, the length of service, attendance, and discipline.

Section 12.5. Any employee transferred to the job shall have a probationary period of ninety (90) calendar days, and may be returned to his former job, or similar job, at any time during the probationary period if he fails to make satisfactory progress. The employee will be restored to the same pay range and step he held prior to the promotion or transfer.

Section 12.6. If no active City employee is interested in or qualifies for the vacancy, the City shall recall any employees who are then on layoff pursuant to the procedures of this contract. If there are no qualified employees on layoff who are willing to accept the position, the City shall hire a new employee of its choosing.

Section 12.7. 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 or for temporarily assigning in other non-permanent circumstances. The City may fill the vacant or new job by a temporary transfer, or recall from layoff, and, if no bargaining unit members are thereby available for temporary assignment, then the City may assign a person of its choosing for a period not to exceed one hundred twenty (120) days, or for longer periods of time to cover sick leave, disability leave, or other absence. Temporary assignments shall be considered consecutive uninterrupted assignments. The Employer must fill a vacancy within one hundred twenty (120) calendar days following its determination to fill the vacancy on a permanent basis.

Section 12.8. Eligibility for Vacancies and Promotions:

A. Employees must complete their probationary period to be eligible for job vacancies and promotions.

B. An employee who is awarded a job through bidding and who completes the probationary period and is permanently classified in that job may not be considered for another posted job for a period of one (1) year from the date of transfer or promotion.

Section 12.9.

A. An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

   Whenever an employee is promoted to a higher classification he or she shall receive the minimum salary available in the new pay grade or an increase of five percent (5%) over the current salary whichever is greater.

B. An employee who is voluntarily demoted, per mutual agreement between the City, the employee, and the Union, shall be placed in the new grade at a rate which reflects a

five percent (5%) reduction to the employee's rate of pay for each classification level moved down.

Section 12.10. When an employee, Union, is temporarily assigned to a lower job classification, he shall receive his regular rate of pay, however if he is assigned to a higher paying classification, he shall receive a correspondingly higher rate of pay. The employee must work a minimum of four (4) consecutive hours in the out of classification in order to qualify for the out of class pay. The rate of pay shall be determined by-adding five percent (5%) to the employee's regular rate of pay for each classification level moved up.

Section 12. 11. The City expects to establish "on call" pay for weekend work. Such policy may cross divisional lines. The details of the plan is contained in Appendix C.

ARTICLE 13
WORK RULES

Section 13.1. The Union recognizes the authority of the Employer or his designee(s), to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, and to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 13.2. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this Agreement.

Section 13.3. When the Employer has determined that new or modified work rules are necessary, all such work rules shall be reduced to writing and the Employer will make rules available to employees and the union seven (7) calendar days prior to implementation. Copies of proposed new work rules, or proposed amendments to existing written work rules, will be furnished to representatives of the Union seven (7) calendar days prior to implementation, and notice of the impending new or changed rule will be posted on the bulletin boards.

Section 13.4. The parties recognize it is the philosophy of the Employer to inform the employees in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through the general distribution of a memorandum with copies provided to the Union as to the effective date of the new work rules.

Section 13.5. Current Work Rules shall remain in effect unless otherwise modified pursuant to this agreement.

Section 13.6. General rules of conduct and employment practices applicable to all employees of the City of Washington Court House as described in the City of Washington Court House Personnel Policy Manual, and other documents as may be produced from time to time, are applicable to bargaining unit employees unless specifically contradicted by this Agreement.

ARTICLE 14
BREAK AND LUNCH PERIODS

Section 14.1. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (2) shift. The rest period shall be scheduled near the middle of each one-half (2) shift and shall include clean up time.

Section 14.2. Employees shall be allowed to leave their work site during breaks.

Section 14.3. All employees work schedules shall provide at least a thirty (30) minute unpaid lunch period near the middle of the shift, unless provided for differently in this agreement.

Section 14.4. The Wastewater Treatment Plant, being construed as continuous operation, will have an adjustable fifteen (15) minute rest period to facilitate proper operations.

ARTICLE 15
LAY-OFF AND RECALL

Section 15.1. Should the City determine that a layoff, reduction in the work force, or job abolishment is necessary, all seasonal, emergency, temporary, newly hired probationary and part-time employees shall be laid off in that order, before full-time bargaining unit employees are laid off.

Section 15.2. Thereafter, should the City determine any further layoff, reduction in the work force, or job abolishment is necessary, layoff shall be made in the inverse order of the city wide seniority in the designated classification of layoff. The employee with the least continuous city-wide seniority in the designated classification of layoff shall be laid off first.

Section 15.3. An employee who is displaced from his classification as result of layoff, job abolishment, or reduction in the work force, shall have the right to exercise his city-wide seniority, within the Department, to displace the bargaining unit employee with the least city-wide seniority in any equal or lower rated classification provided the displaced employee is physically able and qualified to perform the work in the classification to which he seeks to exercise his displacement rights. An employee who desires to exercise his or her right to displace/bump another employee in accordance with the provisions of this article must notify his or her supervisor in writing of such intent. Such notification shall identify the specific job in the equal or lower rated classification, and such notification must be submitted to the supervisor within seven (7) calendar days of the date on which the employee received notice of his or her impending layoff. An employee who bumps into an equal or lower rated classification shall be paid an amount within that classification's pay range that is closest to his or her current rate.

For the purposes of section 15.3 Department shall be defined as follows:

1. Wastewater plant
2. Water Plant
3. Finance/tax
4. Service (Facility maintenance, mechanics, custodian, water distribution, collection crew, street, and cemetery.)

Section 15.4. Laid off and/or displaced employees shall be placed on a preferred recall list

and shall have the right of recall for twelve (12) calendar months. Laid off and/or displaced employees are eligible for recall for the following prior to any promotion or hiring from the outside by the City:

A. Vacancies within their classification; and,

B. Vacancies within another equally or lower rated classification for which they are capable and qualified to perform.

Recall shall be made in the inverse order of layoff or displacement by mailing notice to the employee's last known address, by certified mail, return receipt requested. If an employee, who is on the active recall list, declines a recall opportunity, he or she shall be removed from such recall list. An employee who returns from recall into an equal or lower rated classification shall be paid an amount within that classification's pay range that is closest to his or her former rate.

Section 15.5. Should two (2) more employees have the exact same city-wide seniority dates, the oldest employee in age shall be deemed the senior employee for purposes of layoff, displacement and recall.

Section 15.6. Should a Lay-Off occur outside the AFSCME local 3819 Bargaining Unit, a non AFSCME bargaining unit employees or any other City of Washington Court House bargaining unit employees not affiliated with AFSCME Ohio Council 8, Local 3819, will not allowed to use their city-side seniority to displace/bump into the AFSCME bargaining unit.

ARTICLE 16
HEALTH & SAFETY

Section 16.1. Occupational health and safety is the mutual concern of the Employer, the Union and the employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 16.2. The City will observe all applicable Federal and State health and safety laws and regulations, and consistent with its established practice, shall take all steps reasonably necessary to ensure employee health and safety.

Section 16.3. All pre-employment, reasonable suspicion, CDL random, post-accident, and follow-up alcohol and drug testing will be done in accordance with the Alcohol/Drug Standards policy contained in Appendix B or the CDL standards set forth by the applicable government agency.

Section 16.4. Hazardous Weather:

A. Humanitarian guidelines respecting the responsibilities of the parties in case of adverse or extreme weather conditions that affect the health and personal safety of employees shall be of prime consideration.

B. For the purpose of implementing the provisions of the preceding Section 16.1 above, the Department Director, or his designated representative, shall determine if employees are to work or not and notify the news media only if they are not to report to work. If the employee does not work, he or she shall be able to use vacation, personal leave, or compensatory time to cover such non-work time; otherwise, the employee will be in an unpaid status for such time.

   In the event employees report to work and the weather conditions materially worsen during the work period, the director or representative shall confer with the appropriate union steward regarding weather conditions. The final decision regarding the employees' working shall be made by the director or representative. If employees are sent home after reporting to work, they shall receive full pay for such day.

Section 16.5. 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 all bargaining unit employees. The immediate supervisor will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by the employees. The employee 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 to the immediate supervisor as soon as such unsafe working conditions are known.

Section 16.6. Adequate first aid equipment and training will be provided.

Section 16.7. An employee disciplined for failure or refusal to abide by the Employer=s safety policies, rules and procedures may appeal such discipline under the grievance procedure contained herein. This shall be the appropriate procedure for adjusting such disputes.

If a grievance under this Section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule or procedure that is reasonable and fairly applied.

ARTICLE 17
PERSONNEL RECORDS

Section 17.1. An employee shall have the right to inspect his personnel record at a reasonable time at City Hall provided ample notification is given to the Personnel Department.

Section 17.2. A copy of any material not previously presented to the employee will be made available upon request, at no cost to the employee.

Section 17.3. If an employee feels that a statement or document in his personnel file is unfavorable, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

ARTICLE 18
BULLETIN BOARDS

Section 18.1. The Employer agrees to provide bulletin boards in each Department for use by the Union.

Section 18.2. Union notices relating to the following matters may be posted without the necessity of receiving the Employer'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;

8. Written agreements reached in labor/management meetings;

9. Minutes of Union meetings.

All other notices of any kind not covered in 1-9 above must receive prior approval of the City Manager or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, nor derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the material.

ARTICLE 19
HOURS OF WORK

Section 19.1. Forty (40) hours shall constitute a normal work week. The work week shall be from Saturday through Friday or equivalent. The specific work week for each division shall be clarified to all employees within such division. Employees shall be entitled to two (2) consecutive days off as the general rule. The City will consider variable daily schedules from eight (8) to ten (10) hours per shift (or four [4] nine [9] hour shifts with a four [4] hour shift) which may be of mutual benefit to the City and its employees. Vacation, personal day leave, and sick leave, however, will be calculated based on "normal" eight (8) hour days.

Section 19.2. Time and one-half (1½) the regular hourly rate shall be paid for hours of active pay status in excess of forty (40) hours in one (1) week, as defined in Section 20.1 of this Agreement.

Section 19.3. Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective department fifteen (15) days prior to implementation or modification.

Section 19.4. Pay shall be direct deposited in the bank of the employee's choice each two (2) week period.

Section 19.5. The Wastewater Treatment Plant shall be construed to be a continuous operation for the purpose of this Section.

The current work schedule for first and second shift shall continue for the life of this Agreement. Shift times shall be bid by seniority as vacancies occur on any set shift.

Section 19.6. The Wastewater plant having a day and night shift may at times find it necessary to slightly modify work hours, for one or both shifts to best handle operations for environmental safety. This would be under the directions of the employees' non-bargaining unit supervisor. This provision shall not be used to avoid any normal overtime.

Section 19.7. The Wastewater Treatment Plant shall be construed to be continuous operation for the purpose of this section. Operators will normally work four (4) ten (10) hour days, with day shift normally being from 0700 hours to 1700 hours and night shift normally being from 1900 hours to 0500 hours. All other employees of the Wastewater Plant shall remain on five (5) eight (8) hour days, starting time to be 0700. Employees on an eight (8) hour day shall have the option of taking a one or one-half hour lunch period, with their quitting time to be 1600 or 1530 hours respectively.

ARTICLE 20
OVERTIME AND CALL-BACK

Section 20.1. When an employee who is on "active" pay status in excess of forty (40) hours in a calendar week, i.e., Saturday 12:01 a.m. to Friday 11:59 p.m., or equivalent (per work week as defined per each Division), he shall be paid at the rate of one and one-half (1½) times his regular hourly rate. Active pay status will include actual hours worked, vacation leave, personal days, sick leave, compensatory time off, paid funeral leave, court leave, paid military leave, injury leave, and holiday leave. All other hours for which the employee is compensated or not compensated shall not be included in determining eligibility for overtime.

Section 20.2. An employee who is called in to work at a time when he is not regularly scheduled, and where such time does not abut his regularly scheduled work period, shall receive a minimum of two (2) hours call-in pay, to be paid at the appropriate rate. An employee on an unpaid leave status, layoff, disciplinary suspension, absence without leave, or on paid sick leave for an injury or illness of the employee, shall not be eligible for call-in assignments.

Section 20.3. Time off in Lieu of Payment: An employee may elect to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime, such compensable time off shall be granted by the Div. /Dept. Head at a rate of one and one-half (1/2) hours off for every hour worked basis at a time mutually convenient to the employee and the Div. /Dept. Head or his designee. Said compendable time shall be scheduled by the employee and Div./Dept. Head according to the following schedule:

Comp Time and Vacation Leave: Ten (10) hours or less of comp or vacation time requires twenty-four (24) hours notice.

More than ten (10) hours of comp or vacation time requires forty-eight (48) hours notice.

Each employee shall be allowed to accumulate up to a total of one hundred and twenty (120) hours compensable time. Hours shall be accrued at a rate of one and one-half (1/2) for every hour worked. The use of compensable time off shall not create overtime.

Accumulated unused compensable time shall be reimbursed between November 15 and December 1 at the employee's regular hourly rate of pay. It is the employee's responsibility to notify the Finance Department in writing by November 15 of each year if any reimbursement up to sixty (60) hours is requested to be cashed out. If no notification is received the hours will be carried over to the following calendar year. For contract year 2010

only an employee may be reimbursed up to one hundred (100) hours of unused compensable time.

Section 20.4. Premium or overtime compensation shall not be paid for more than once for the same hours worked. There shall be no pyramiding of overtime for the same hours worked.

Section 20.5. The Employer will attempt to distribute overtime equally among employees in the same department (or division, if within the Service Department), except where specific job skill is necessary before offering such overtime to other employees. A record of all overtime hours worked by each employee shall be kept by the Employer and made available to the Union upon request. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime, and move to the bottom of overtime roster. An employee on an unpaid leave status, layoff, disciplinary suspension, absence without leave, or on sick leave for an injury or illness of the employee, shall not be eligible for, or scheduled for, overtime.

Departments shall be defined as:

1. Wastewater Treatment;

2. City Office;

3. Water Treatment;

4. Service Department: Division of Street, Division of Wastewater Collection, Division of Water Distribution, Division of Facility Maintenance, and Division of Cemetery;

5. County Operations and sub-contracts.

Section 20.6. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. In the event the work involved requires special skills, employees possessing such skills may be assigned to work the assignment.

ARTICLE 21
ASSIGNMENT OF WORK/SUBCONTRACTING

Section 21.1. The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, court release, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or emergency needs, or to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been assigned in the past, and any other assigned duties. While supervisors are permitted to perform work which is also performed by bargaining unit employees, management employees in administrative capacities (i.e., Service Director, Deputy Service Director, and Facilities Maintenance Director) are limited in performing work also performed by the bargaining unit to a maximum of eight (8) hours in a work week. This restriction would not apply to emergency situations (e.g., plant operation where a license is needed, etc.).

Section 21.2. The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or emergency needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency and in other circumstances in which work was subcontracted in the past. The Employer agrees to meet and confer with the union prior to such contracts being awarded.

Section 21.3. The Employer reserves the right to use any high school or college students, civic volunteers, court labor, Green Thumb, welfare/workfare or other program personnel in order to accomplish tasks for which these individuals may be suited. This provision will not cause or result in the layoff of any bargaining unit employee.

ARTICLE 22
WAGES

Section 22.1. The percent increase in this section and throughout the Article are based on the individual employee's wage rate, and increases to minimum and maximum pay grades and pay range assignments are discussed in detail in Appendix D. At no time will any employee fall below the minimum pay rate for his or her applicable range. Whenever the City increases the minimum pay rate for any range, all employees falling below the minimum rate for the range will be placed at the lowest pay rate for their respective ranges effective at the next pay period following the change.

Section 22.2 Starting July 1, 2013 through June 30, 2014, the parties agree to no increase in hourly wages. Continuing, the parties agree to meet with ninety (90) days notice to reopen the contract as to wages and HSA Contribution only in years 2 and 3 of this contract.

This matter may be re-opened in the second and third years of the contract.

Section 22.3 Classification designations of bargaining unit members and applicable pay grades and pay range assignments are discussed in detail in Appendix D.

ARTICLE 23
INSURANCE

Section 23.1. The Employer shall provide to each employee term group life insurance coverage at no cost to the employee. Life insurance shall be fifty thousand dollars ($50,000.00).

Section 23.2. If the City at any time during the duration of this agreement adds other types of insurance for non-union City employees, such elective insurance will be made available to members of the bargaining unit.

Section 23.3 The City Council's decision on the appropriate coverage will be final and not subject to further review or grievance.

Section 23.4. All full-time bargaining unit members shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review by the insurance provider.

The participating member shall pay twelve percent (12%) of the monthly premium by payroll deduction.

The City agrees to deduct the member's payment for health insurance by payroll deduction twice a month in equal amounts.

The City further reserves the right to self-insure the above benefits.

Should the City offer other non-union City employees the right to buy-out of the insurance benefit, all bargaining unit employees will become immediately eligible for the same benefit. Otherwise, any member who waives rights to participate in this benefit shall not receive such contributions made by the City for insurance coverage as wages, compensation, reimbursement, or in any other form or manner.

Section 23.5 In any succeeding year, bargaining unit employees will be responsible for a deductible amount equal to the least payable by any City employee who participates in the Health Savings Account plan.

The City may modify the Health insurance plan to comply with federal and/or state legislation.

Section 23.6 The City's contribution to an Employee's Health Savings Account shall be proportional in 2014 to the 2013 contribution. No other guarantee concerning Health Insurance is implied or extended by this language.

Section 23.7 If during open enrollment an employee opts out of health insurance coverage or elects a lesser level of health insurance coverage, the employee shall be paid a sum of money by the city based upon the following:

- $100.00 per month to opt out of coverage of a spouse.
- $200.00 per month to opt out of single coverage and not participate in any way in the health insurance plan.
- $300.00 per month to opt out of employee child, employee spouse or family coverage and not participate in any way in the health insurance plan.
- $300.00 per month to change the coverage level from family coverage to single coverage.

In the event that an employee must return to the health insurance plan of the city during the course of the year the money payment by the city to the employee shall terminate. The high deductible/HSA plan shall not be available to an employee returning to the city's health insurance plan during the course of the year. The employee returning to the city's health insurance plan shall elect coverage under an alternative plan maintained by the city at the time of the need to return to city's coverage. Said employee may elect to return to the high deductible HSA plan offered at that time for the next year in the customary fashion at the next open enrollment period offer by the city.

The monthly payments offered by the city shall not be combined. For example, if an employee elects to receive $300.00 a month and change from family to single coverage, the employee may not also seek $100.00 for not having the spouse on the health insurance plan.

Nothing contained in Section 23 shall be construed to imply any other guarantee concerning the health insurance plan(s) maintained by the city save what is specifically described in this section. Dental, Eye or other insurance offered via the city is not health insurance. An employee may participate in the health insurance buyout offer described and elect to maintain dental, eye or other non-health insurance type plans.

This matter may be re-opened in the second and third years of the contract.

Section 23.8 The City's contribution to the HSA account of a participating employee shall be applied in three (3) different payments, January 15, February 15 and March 15.

ARTICLE 24
HOLIDAYS AND PERSONAL DAYS

Section 24.1.

A. All employees in the bargaining unit shall receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve
Labor Day	

B. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday. The City Manager may with the consent of the unions, alter this schedule.

C. In observance of each authorized holiday, full-time employees will be granted the day off from work. Full-time employees shall receive straight time holiday pay for each authorized holiday. Such holiday pay will be calculated at the employee's regular rate of pay for the number of hours he or she is normally scheduled to work on that day (e.g., four [4] hours, eight [8] hours, nine [9] hours, ten [10] hours, etc.).

D. If a holiday occurs while an employee is on vacation such vacation day will not be charged against his vacation leave.

E. Employees that are required to work on the observed holiday will be compensated at one and one-half (1/2) times their rate of pay in addition to receiving the holiday pay, as described in Section 24.1(C), above. Premium pay for the time worked on a holiday does not count toward hours in active pay status for determining eligibility for overtime.

F. An employee scheduled to return from leave of absence without pay on the day after a holiday will not be paid for the holiday. An employee whose leave of absence without pay is approved through the end of the last business day preceding a holiday is also presumed to be on leave during the holiday, and will not receive compensation for the holiday.

G. Employees must be in a paid status on the day before and day after the holiday in order to be eligible for pay on the above holidays. Employees who are absent due to illness on the day before or after a holiday may be required to furnish proof of illness by a physician's

statement (or other satisfactory written and signed statement), or shall forfeit the holiday pay or any compensatory time awarded in lieu of holiday pay. (For the purposes of this policy, the day before refers to the last regularly scheduled work day, and the day after refers to the next regularly scheduled work day after the day on which the holiday is observed.)

Section 24.2. Holiday Worked at WWTP: All holidays will be worked on a rotating schedule.

ARTICLE 25
VACATION

Section 25.1

A. Full-time forty (40) hour per week employees are entitled to use any accrued, unused vacation with pay after ninety (90) calendar days of employment with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

Length of Service	Vacation
less than 7 years	112 hours
7 years but less than 15 years	152 hours
15 years but less than 20 years	192 hours
20 years or more	232 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual Vacation	Credited Per Bi-weekly Pay Period
112 hours	4.307 hours
152 hours	5.846 hours
192 hours	7.384 hours
232 hours	8.923 hours

Employees hired after December 31, 2013 shall enjoy the following vacation schedule.

less than 7 years	80 hours
7 years but less than 15 years	130 hours
15 years but less than 20 years	170 hours
20 years or more	210 hours

Section 25.2. Days specified as holidays shall not be charged to an employee's vacation. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his employment; provided no employee shall be permitted to accumulate more than two (2) years earned leave. The City Manager may, in special and meritorious cases, permit such employee to accumulate in excess of this amount. No vacation leave shall be carried over for more than two (2) years. This calculation shall be monitored and adjusted on a bi-weekly pay schedule. Vacation leave not taken will be forfeited.

Section 25.3. Any employee in good standing, who gives fourteen (14) calendar days notice before resigning may be paid a lump sum amount for any unused vacation leave to his credit based on earned credits to date of resignation. If employee has received advance vacation pay, such time shall be deducted before computing the lump sum payment. In the case of the death of a City employee, the unused vacation leave and unpaid overtime shall be paid to the employee' s family or estate.

Section 25.4. Any employee who requests and is granted a vacation day off for any day on which he is scheduled to work a ten (10) hours shift, shall be charged with ten (10) hours of vacation leave.

Section 25.5. All full-time bargaining unit employees, excluding employees with less than one (1) year of service, may receive payment in a lump sum of one (1) hour of pay for one (1) hour of accumulated unused vacation leave to his or her credit (one hundred percent [100%] conversion) for a maximum cash out of one-half (½) of his or her accrued amount of vacation to a maximum cash out per year of eighty (80) hours. Such cash out is a one (1) time per year offer, and request for such cash out must be made between October 1 and October 31 of such calendar year. Payment shall be made by November 30 of the calendar year and shall be made by separate check.

Section 25.6. All employees of the Wastewater Treatment Plan (WWTP) shall schedule one-half (½) of the vacation leave they have available during the upcoming year in accordance with the accrual provisions set forth in this Article. Preference in regard to this advance scheduling will be determined based on departmental seniority. Should an employee rescind or reschedule any of their initial one-half (½) of vacation leave, the rescheduling of the rescinded leave or normal rescheduling of leave shall require a fifteen (15) day notice. The second one-half (½) of vacation leave shall be scheduled, on a first come first serve basis, as follows:

Ten (10) hours or less of vacation time requires twenty-four (24) hours notice.

More than ten (10) hours of vacation time requires forty-eight (48) hours notice.

Section 25.7. Should it become necessary to schedule work coverage at night or on weekends due to leave requests with less than fifteen (15) days notice as described in Section 25.6, the City will utilize the department overtime record as established in Article 20, Section 20.5 to offer the overtime to all employees on the overtime list in the manner set forth in Section 20.5.

Should all employees turn the overtime down, the City will then assign an employee best able to rotate into the affected shift without a conflict with day shift work, to work the shift in question.

ARTICLE 26
LONGEVITY

Section 26.1. Longevity shall be paid at the following rates:

Years	Annual Entitlement
Less than 5 years	$300.00
5 years	2½%
6 years	3%
7 years	3½%
8 years	4%
9 years	4½%
10 years	5%
15 years	7½%
20 years	10%

Section 26.2. Longevity pay shall be distributed December each year based on each employee's full years of service with the City of Washington Court House as of December 1 of that year.

ARTICLE 27
SEPARATION

Section 27.1. Upon separation from employment for any reason, an eligible employee shall be paid for any unused vacation or compensatory time to his or her credit as of the date of such separation. Upon separation from employment each employee shall have earned a prorated amount of longevity pay. The amount prorated monthly shall be added to the severance check.

Section 27.2. Such payments will be made within thirty (30) calendar days of separation.

Section 27.3. Severance Pay: All full-time employees whose date of employment is prior to July 1, 1992 shall, at the time of their retirement from the City of Washington Court House ("retirement" for purposes of this Article being defined as [1] immediate ability to qualify for age and service retirement under PERS, OR [2] where the employee has ten {10} years of service with the City of Washington Court House, OR [3] where an employee is eligible to receive disability benefits {sometimes referred to as a "disability retirement"} from his or her applicable state retirement plan {i.e., PERS} and the employee is approved for such benefits), receive payment in a lump sum of one (1) hour of pay for each hour of accumulated and unused sick leave to his credit for accruals up to and including nine hundred sixty (960) hours. All full-time employees whose first day of employment is on or after July 1, 1992 shall, at the time of their retirement receive payment in a lump sum of one (1) hour for each two (2) hours of accumulated and unused sick leave to his credit for accruals up to and including four hundred and eighty (480) hours. A bargaining unit employee may only convert sick leave to severance payment one (1) time with the City under this section, regardless of whether the employee is rehired or otherwise returns to active City employment.

Section 27.4. Payment shall be based upon the employee's daily rate of pay at the time of retirement as determined by the Finance Director of the City of Washington Court House.

Section 27.5. Payment for unused sick leave under this article shall eliminate the City's responsibility for all accrued sick leave credited to the employee.

ARTICLE 28
INJURY LEAVE WITH PAY

Section 28.1. The City Manager may grant up to thirty (30) days of job related injury leave at full pay to an employee who is injured on the job within the scope of his employment. Injury leave may begin after the City has approved the examining physician's diagnosis. At any time during the injury leave the City reserves the right to confirm, review, or challenge the diagnosis of the attending physician by the use of an examination by the City physician. The employee shall voluntarily submit to such an exam at a time convenient to the employee. The employee shall not be entitled to pay for the time spent in the obtaining this consulting opinion by the City physician. The City shall pay for the exam and assessment provided by the City physician. In the event that the City physician finds that the employee is able to resume his job duties, light duty work or a reassigned job, the employee shall return to such work and schedule as assigned. If the employee disagrees with the diagnosis of the City physician, the City and employee doctors shall consult in order to determine the nature of the work which can be completed. If these doctors cannot come to an agreement the diagnosis of the family physician shall prevail.

Section 28.2. For the purposes of this Article, a job injury is defined as any injury preventing the employee from performing his normal duties, light duty or duty reassignment, but does not include psychological disorders or stress.

Section 28.3. An employee shall not receive both job injury leave and lost time workers' compensation for his injury. If an employee files a workers' compensation claim for his injury after having received injury leave, the employee shall execute a wage agreement letter with the City acknowledging the job injury leave time off the employee has received from the City so that the City may be reimbursed by the Workers' Compensation Bureau. If the workers' compensation payments are delayed, the City will continue to pay the employee on a regular schedule, in accordance with the number of days in Section 28.1.

Section 28.4. All of the following standards must be met for an employee to qualify for and use injury leave.

A. The employee must have suffered a bona fide on duty work related injury.

B. The injury must prevent the employee from performing his normal job duties or another light duty, or a job reassignment duty which can be performed even with the job injury.

C. The employee must report such injury to his immediate supervisor within twenty-four (24) hours of the occurrence. He must have signed the approved City Injury Report Form for his notice. If the injured employee is unconscious or incapacitated at the

time of the injury, this twenty-four (24) hour notice and paperwork is automatically waived.

D. The employee must report his current medical status to his department head each pay period.

E. The employee must release all medical records pertaining to the injury, diagnosis, treatment, therapy or other medical information pertaining to the injury to the City and City doctor upon request.

Section 28.5. Job injury leave applies to current injuries only. Employees claiming a reoccurrence of a former job injury or related job injury or continuing degeneration from a former job injury for which job injury leave had been used are not covered. If an employee returns to work before the end of his job injury leave, the remaining job injury leave for that injury shall be forfeited. This provision may be modified, however, by approval from the City Manager if the employee returns for light duty, or reassigned work. In those instances with advance approval, the injury leave may be non-consecutive hours due to doctors appointments, reoccurrence, or symptom side effects. In no case, however, shall the City Manager extend injury leave for one (1) job injury continue beyond the two hundred forty (240) hours, or the conclusion of a period of six (6) months from the date of the accident, whichever comes first.

Section 28.6. If the employee is still unable to work after his injury leave expires, he must use his accumulated sick leave, vacation time, and unpaid FMLA leave respectively, as it is available to him. If, after having exhausted his job injury leave, sick time, vacation time, and unpaid FMLA leave, an employee still cannot return to work to perform the substantial and material duties of his former job, the employee shall be given a separation from employment. If applicable, the employee shall apply for disability retirement.

Section 28.7. Injured employees who are reassigned to an available job which they can perform with or without reasonable accommodation will be pad the regular rate of the classification to which they normally work. A reassigned employee will be allowed to return to his former job upon recovering from his injury and upon receiving a full release from his physician that he can perform his former job without any restrictions.

ARTICLE 29
CATASTROPHIC SICK LEAVE DONATION PROGRAM

Section 29.1. A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

Section 29.2. The catastrophic sick leave program can be utilized only if all of the following conditions are met.

A. The City Manager shall determine and confirm that the injury or long term illness is indeed catastrophic.

B. A doctor certifies that a long term medical injury or illness exists.

C. The injury or long-term illness must require the employee to take at least thirty (30) consecutive days off.

D. The employee must have worked for the City at least one (1) year.

E. The employee must not have abused sick leave or other leaves.

F. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including, but not limited to, sick leave, compensatory time, and vacation time.

G. All sick leave donations must be voluntary. They must be received by posting a request on the bulletin boards of the City and asking employees to consider signing their willingness to sign over some of their sick leave to the disadvantaged employee.

   The opportunity for donations shall be posted for a period of seven (7) days. After this time no further donations may be made.

H. No employee shall give more than sixteen (16) hours to the donation program for any one (1) employee.

I. No more than one hundred sixty (160) hours may be contributed to the benefit of any one employee under this program.

J. Only with the approval of the City Manager may an employee benefit from more than one (1) use of the Catastrophic Sick Leave Donation Program.

ARTICLE 30
SICK LEAVE WITH PAY

Section 30.1. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay.

Section 30.2. Employees may use sick leave, upon approval of the Department Head and City Manager for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employees immediate family. Employees must return to work as soon as possible following a doctor's visit.

Section 30.3. Unused sick leave shall accumulate to a maximum of one thousand two hundred (1200) hours for all employees hired after July 1, 1997. When sick leave is used, it shall be deducted from the employees credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

Section 30.4. Previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment in the public service takes place within five (5) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. All transferred hours, however, shall be deducted from the accumulated balance before the separation pay formula shall be applied.

Section 30.5. The City Manager of The City of Washington Court House shall require an employee to furnish a satisfactory written, signed statement to justify the use of such leave. If medical attention is required a certificate from a licensed physician stating the nature of the illness, and the treatment if any prescribed, shall be required to, justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No employee shall be compensated for sick leave unless or until such written statement or physician's certificate if applicable has been filed by the employee upon return to duty. The City may question any such signed statement or physician's certificate in connection with sick leave of an employee who has notified the City Manager of the use of sick leave, and it may require that employee to be examined by a licensed physician designated by and paid for by the City. The report of such examination shall be made available to the City Manager and such employee. This Section shall be uniformly administered to all employees of the City regardless of department and not

withstanding any other personnel or departmental rule or regulation to the contrary.

A doctor's certificate to substantiate absence of three (3) consecutive days or more may be required by the City, and may also be required for a period of one (1) day in the following areas:

A. For probationary employees;

B. Repeated one (1) or two (2) day absences; or

C. Multiple absences on a single day (three [3] or more employees in a division).

Section 30.6. Sickness in the immediate family requiring the presence at home of the employee for more than three (3) calendar days will require a certificate of the attending physician before any employee will receive pay under the above situation. Sick leave with pay thus chargeable shall not exceed five (5) work days in any one (1) calendar year. In special cases where the department head deems that more than five (5) work days are necessary, the department head shall submit such recommendation in writing to the City Manager and the City Manager's approval shall be obtained in advance of granting such leave (Example: pneumonia, broken leg, heart attack, etc.). It is recognized by the parties in the implementation of this section that the spouses have a duty to share in the responsibility of attending to the care of a family member under this section.

Definition of immediate family for the purposes of this Section: spouse, mother, mother-in-law, father, father-in-law, son, daughter, stepson, stepdaughter, stepmother, stepfather, brother, sister and grandparents; and if living under the same roof with the employee, other relative or relatives by marriage.

Section 30.7. If an employee has had thirty-two (32) or more hours off because of illness or injury or three (3) or more consecutive days within the proceeding six (6) months, the employee shall be required to furnish a doctor's certificate certifying the cause for such employee's absence from duty. Said certificate shall be filed upon return to work. Management reserves the right to request a doctor's certificate before three (3) days if employee has shown abuse of sick leave at City's expense. If an employee is ill and will not be able to return to work, he or she shall call and report his or her absence to the department head no later than the starting time each and every day of the absence unless a pre-determined length of time of absence by a qualified physician is on file.

Section 30.8. In unusual and specific circumstances, the City Manager may grant additional sick leave with pay to employees up to a maximum of two (2) work weeks. In each case, the City Manager shall make a complete investigation, review and consultation with the Department Head on the employee's service and work record; and the nature or seriousness of the sickness or physical disability. A report shall be made and filed together with a

medical certificate. This extension of days absent may be made on any basis that the particular case warrants in the opinion of the City Manager.

Section 30.9. Any employee who has been granted additional sick leave under the provision of Section 30.8 above shall have said granted sick leave deducted from any sick leave earned during the balance of the current and subsequent calendar years.

Section 30.10. In accepting a doctor's excuse for sick leave, the City reserves the right to have the employee' status reviewed by the City physician at City expense. This evaluation shall be made in consultation with the employee's family physician in order to evaluate the employee's ability to work light or restricted duty activities. If the determination is made that light duties are available, the employee, at the discretion of the City, will be asked to report to perform the duties designated by the doctors. These duties may be performed based on the abilities of the employee, regardless of the department to which he may be assigned, or the work schedules or hours assigned. The employee will receive his regular pay for the light duty work. In the event of disagreement among the doctors reviewing the case, the opinion of the family physician shall prevail.

ARTICLE 31
FUNERAL LEAVE

Section 31.1. Any eligible employee will be granted time off with paid Funeral Leave covering up to forty (40) hours of the leave~~,~~ in the event of a death of an immediate family member defined as, mother, mother-in-law, father, father-in-law, child, stepchild, stepmother, stepfather, brother, sister, spouse, grandparents, and grandchild. Any time in excess of the forty (40) hours under this article not covered by paid Funeral Leave under this section must be covered by vacation, personal leave, compensatory time, or sick leave. In order to receive Funeral Leave, the employee must attend the funeral of the deceased.

Section 31.2. Any eligible employee will be granted time off with paid Funeral Leave covering up to sixteen (16) hours of the leave~~,~~ in the event of a death of a non-immediate family member defined as stepbrother, stepsister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt or uncle, legal guardian or other person who stands in place of the employee's parent or any other related person having established permanent residence in the employee's household. Any time in excess of the sixteen (16) hours not covered by paid Funeral Leave under this section must be covered by vacation, personal leave, compensatory time, or sick leave. In order to receive Funeral Leave, the employee must attend the funeral of the deceased.

Section 31.3. Additional paid funeral leave time off may be granted to the employee, upon written request, at the discretion of the Department Head and approved by the City Manager.

Section 31.4. An employee on funeral leave is not eligible to receive overtime assignments and is not eligible for call-ins, other than in emergency situations as determined by the Department Head.

ARTICLE 32
SHIFT DIFFERENTIAL

Section 32.1. Employees assigned to a shift other than first shift (second or third) shall be paid a shift differential of forty cents ($.40) per hour for all hours worked on that shift.

Section 32.2. Shift differential compensation shall be included in the regular rate of all remuneration paid to or on behalf of an eligible employee for actual time worked.

ARTICLE 33
UNIFORMS

Section 33.1. The Employer shall provide safety gear, foul weather gear and all necessary tools and equipment.

The City shall provide a uniform allowance to purchase uniforms. The employee shall maintain and clean the uniform.

A. Newly hired bargaining unit employees will be provided a prorated portion of the uniform allowance to purchase uniforms. On the first regularly scheduled pay day in February of each successive calendar year, the employee shall receive a full uniform allowance. New hire employees shall only submit receipts for purchased uniform items between the dates of February 1 through November 15 of each calendar year.

Pro-ration for new hire uniform allocation will be based on the following schedule:

Date of Hire	Percent of Allowance
January - April	100%
May - August	75%
September - December	50%

B. All other uniformed employees in the bargaining unit who have at least one (1) year of service by February 1 shall receive an annual uniform allowance. Such uniform allowance shall be made available to employees starting in February of each calendar year. The uniform allowance shall be used to purchase the following items:

Blue Jeans
Polo/Tee Shirts
Hats
Steel Toe Shoes
Spring/Fall Jacket
Coveralls or Bib w/Jacket

C. The full uniform allowance shall be as follows:

Calendar Year	
2010 through end of contract	$650.00 for those with 1-3 years service; $450.00 for those with 4+ years of service

Years of service shall be calculated at full years of service as of February 1 of the applicable year.

D. Employees who work for the City less than one (1) year after receiving any initial uniform allotment or allowance must either return all uniform items or repay a portion of any and all allowance he or she received as a uniform allowance. Repayment will be based on the following schedule:

Date of Termination	Percent of Allowance to Repay to City
0-6 months	100%
7-9 months	75%
10-12 months	50%

E. Monies due for uniform allowance repayment may be withheld from an employee's final paycheck.

Section 33.2. "Foul weather gear" is defined as gloves and rain gear. Such gear is to be worn for work only. Items are to be replaced when necessary at the discretion of the supervisor.

Section 33.3. Items of uniform stolen or lost shall be replaced by the employee.

Section 33.4. Uniforms provided by the City shall not be worn at any time other than actual City employment or traveling to and from work.

ARTICLE 34
MILEAGE ALLOWANCE

Section 34.1. When an employee is required to drive his personal vehicle to transact City business, he shall be reimbursed at the current IRS mileage rate of reimbursement.

Section 34.2. City shall reimburse expenses for meals and/or lodging, parking or toll upon presentation of receipts, if ordered on City business outside the corporation limits.

ARTICLE 35
SPECIAL LEAVES

Section 35.1. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period of time such as settling estates, fire or natural disaster, liquidation of a business, service on a jury and attending court as a witness and for purposes other than the above that are deemed beneficial to the City service.

Section 35.2. The City Manager may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending an extended course of training at a recognized university or college, and for other purposes that are deemed beneficial to the City service.

ARTICLE 36
NO STRIKE/NO LOCKOUT

Section 36.1. The Employer and the Union realize that a strike during the term of this Agreement would adversely affect the citizens of City of Washington Court House. The parties, therefore, agree to the following:

A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which would interrupt the operations or services of the Employer during the life of this Agreement.

B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees and members of the Union, unless those employees and members shall have violated paragraph A of this Article.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Director of Homeland Security, Governor of the State of Ohio, the City council, City Manager or the Federal or State Legislature, the Federal Emergency Management Agency (FEMA), the local Emergency Management Agency, the Secretary of the Department of Health and Human Services, the local health district board, or the Fayette County Sheriff, due to factors such as acts of God or civil disorder, the following conditions of the Agreement shall automatically be suspended for the duration of the emergency:

A. Time limits for Management or the Union replies on grievances.

B. Selected work rules and/or assignments and practices relating to the assignment of employees, and other assigned duties.

Section 37.2. 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 had progressed prior to the emergency.

Bargaining unit employees can only grieve monetary issues during emergency conditions. Grievances will be dealt with after an emergency is declared over by City Manager.

ARTICLE 38
SEVERABILITY

Section 38.1. If any provision(s) of this Agreement shall be found contrary to law by a court of competent jurisdiction or by operation of law, then said provision(s) shall be deemed invalid, but all other provisions herein shall continue in full force and effect.

Section 38.2. In the event any provision of this Agreement is found contrary to law and deemed invalid, the parties agree to meet and negotiate within thirty (30) calendar days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 39
SUCCESSOR

Section 39.1. In the event the Employer determines during the term of this Agreement, to transfer the City of Washington Court House to a separate Agency/Employer, the Agency/ Employer shall continue to be bound by the terms and conditions of this agreement as it applies to bargaining unit members.

ARTICLE 40
PAYROLL DEDUCTION PROGRAMS

Section 40.1. The Employer agrees to make payroll deductions for all employees who enroll in the credit union. Each interested employee shall fill out an enrollment card and forward it to the Employer before deductions will be made.

ARTICLE 41
JOB DESCRIPTION

Section 41.1. The City shall furnish the Union President a copy of up-to-date job descriptions for all bargaining unit employees. If said job descriptions are modified, changed or altered, the City will notify the Union within ten (10) calendar days before the changes are to become effective. Employer shall not change job descriptions which changes, wages, hours of work or terms and conditions of employment.

ARTICLE 42
MISCELLANEOUS

Section 42.1. Tuition: Tuition payment for expenses actually incurred in connection with specialized training required by the City to maintain and/or upgrade job-related skills shall be paid by the City. The payment shall be in addition to the employee's regular wages during training period. The Employer shall attempt to provide City transportation, if available. Any employee separating from work within one (1) year following receipt of tuition reimbursement must repay monies received for such course work in accordance with Section 4.17 of the City's Personnel Policy Manual.

Section 42.2. The City shall pre-pay each authorized certification course/examination the first time an employee takes the course/examination. If the employee does not complete the course/examination, he or she shall reimburse the City for the costs associated with the course/examination through payroll deduction. Each employee shall sign a payroll deduction form prior to the City paying for the course/examination. If an employee fails the course/examination and seeks to reapply for the course/examination, the City shall reimburse the employee for the second course/examination only upon receiving a passing score.

Section 42.3. Liability: The City shall provide liability coverage for all employees.

ARTICLE 43
DURATION

Section 43.1. This Agreement shall continue in full force and effect beginning at 12:01 a.m. on the date of execution, and ending 11:59 p.m. June 30, 2013.

Section 43.2. Should either party desire to modify or terminate this Agreement, such party shall given written notice pursuant to the Collective Bargaining Law C4117.

ARTICLE 44
OPERS PICKUP

Section 44.1. The Employer agrees to continue the Salary Reduction Plan for Ohio P.E.R.S. contributions.

ARTICLE 45
FAMILY AND MEDICAL LEAVE

Section 45.1. Family and Medical Leave will be granted pursuant to Section 4.08 of the City's Personnel Policy Manual.

ARTICLE 46
ABANDONMENT OF POSITION

Section 46.1. Unauthorized absence from work for a period of three (3) consecutive working days will be considered by the City Manager as a resignation. Unless otherwise determined by the City Manager upon presentation of supporting documentation of extraordinary circumstances, the employee's resignation in this situation is not considered to be in good standing and the employee is not eligible for rehire.

ARTICLE 47
LEAVES OF ABSENCE

Section 47.1. Military Leave: The Employer shall grant military leave to eligible employees in accordance with applicable state or federal law.

Section 47.2. Jury and Witness Duty: An employee who is: 1) called for jury duty; 2) subpoenaed as a witness in a case in which he is not a party; or 3) a party in an action related to his employment in which his interest is not adverse to that of the City of Washington Court House, shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for his regular pay. To be eligible for jury duty pay or witness pay, an employee shall turn in to the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received if employee remits jury or witness pay to the City. An employee on the leave provided in this section shall return to work if there is more than one (1) hour remaining in his or her work day.

Section 47.3. Educational Leave: Employees selected by the Employer to attend work-related classes or scheduling shall not lose time or pay for attending such classes. The Employer agrees to pay all tuition or registration costs of all employees selected for such leave.

Section 47.4. Personal Leave: An employee may, at the Employer's discretion, be granted an unpaid personal leave for any personal reasons for a duration of up to three (3) months. An employee shall not be granted a personal leave for purposes of securing full-time employment with another Employer.

Section 47.5. The parties agree to the mandates of O.P.E.R.S. as they relate to Disability Retirement.

Section 47.5. Union Delegate Leave: Two (2) employees may be granted up to three (3) days leave of absence without pay in each calendar year for the purpose of attending AFSCME conventions. The granting of such request is dependent upon the needs of the Facility and the employees requesting such leave at least two (2) weeks in advance of the convention. Union employees shall be allowed to use vacation, personal days, or compensatory time for pay.

Section 476. Retention of Seniority: Time spent on any authorized unpaid leaves of absence provided for in this contract shall be counted in determining seniority. Such leave shall not constitute a break in seniority unless the employee fails to return to service immediately upon the expiration of the leave. Employees on a personal leave and/or military leave shall not be

permitted to exercise any seniority rights they may have until two (2) weeks before they return from leave.

Section 47.7. An employee on unpaid leave shall not be entitled to holiday pay, sick, vacation or personal leave accrual and/or credit.

ARTICLE 48
RESIDENCE

Section 48.1. All employees must reside within Fayette County, or in a contiguous county, within six (6) months after their permanent appointment and, as a condition of continued employment, must continue to reside within such area. In the event required residency is outlawed or found unconstitutional by either state or Federal Government, then employees shall have the right to live anywhere they choose.

Section 48.2. The Parties agree that the above mentioned provision shall not be applicable to the classifications of Service Secretary I, Secretary 2, Income Tax Clerk 1, Income Tax Clerk 2, and Custodian.

Section 48.3. The provisions of this Article are intended to comply with applicable state and federal law, including Ohio Revised Code Section 9.481.

Section 48.4. The provisions of this Article will become null and void if City Council enacts a residency rule in conflict with this article. In the event City Council does pass such rule, bargaining unit employees shall be bound by such ordinance.

STATE EMPLOYMENT
RELATIONS BOARD

2014 APR 22 AM 8: 17

ACKNOWLEDGEMENT

This contract is entered this 19th day of Sept, 2013 between the City of Washington Court House and the American Federation of State, County, and Municipal Employees, Ohio Council 8, AFL-CIO, Local 3819.

The party hereinafter subscribed approves the forgoing contact for a period being July 1, 2013 and ending June 30, 2016. By signing this acknowledgement the parties understands and so covenant that this is the complete agreement of the parties and no terms or conditions exist outside this contract.

Clerk to City Council

FOR THE CITY OF WASHINGTON, OHIO

Joseph Denen
City Manager

Steven Jennings
Chairman of Council

FOR AFSCME, OHIO COUNCIL 8, AFL-CIO AND LOCAL 3819

Stephen M Roberts
Staff Representative

John H Woodrow
Bargaining Unit President
John Woodrow

APPENDIX B
ALCOHOL/DRUG STANDARDS

Section .1. Drug/alcohol testing may be conducted on employees at times of pre-employment upon reasonable suspicion or as part of a random drug testing pool for CDL testing. Reason suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Evidence that an employee has tempered with a previous drug test;

D. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section .2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section .3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.04 or above).

Section .4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include

an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article. Drugs tested and cutoff levels shall be the same as for DOT required CDL testing.

Section .5. The results of the drug tests shall be delivered to the employee tested. Prior to reporting a positive result on a confirmatory drug test to the Employer, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section .6. Split Sample Testing:

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.

C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section .7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent.

Section .8. If the alcohol or drug test is positive, and if this is a first violation of this Article, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless

additional tests are prescribed by his substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section .9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section .10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section .11. Refusal to submit to any of the alcohol or controlled substance tests required by this policy may result in the employee's immediate termination. 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;

E. Attempting to substitute and/or adulterate the specimen.

Section .12. All supervisors will receive training upon implementation of this policy on the supervisor=s role and responsibility in administering this program. The training will include the signs and symptoms of substance abuse, documentation, confrontation and intervention methods, referral, and follow-up.

Section .13. 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 Personnel Director, and will be periodically provided to employees.

Section .14. All records relating to an employee's testing shall be maintained as confidential medical records.

APPENDIX C
ON-CALL POLICY

The responsibility for being on call will fall on the Department Supervisor; AFSCME Local 3819 members will not be responsible for stand-by duties.

APPENDIX D
CLASSIFICATION, PAY GRADE, AND PAY RANGE ASSIGNMENTS

Section .1. The classification designation and pay grades applicable to bargaining unit employees are as follows:

CLASSIFICATION	PAY GRADE
Custodian	2
Laborer I	2
Laborer II	3
Income Tax Clerk I	4
Income Tax Clerk II	5
Secretary I	2
Secretary II	3
Maintenance I	4
Maintenance II	5
Maintenance Technician	6
Facility Maintenance Assistant	4
Facility Maintenance Technician	5
Master Mechanic I	6
Master Mechanic II	8
Operator, Unlicensed (Operator-in-Training)	3
Operator, Class I	5
Operator, Class II	6
Operator, Class III	7
Lab Tech (w/Class III License)	7
MIPP (Pretreatment) Coordinator (w/Class III License)	7
Electrician	5
Crew Leader	6
Foreman	7
Service foreman	B(unfilled)
Equipment Operator	6

Section .2. The pay ranges set by City ordinance shall be used as the High and Low pay ranges for AFSCME, Local 3819 bargaining unit employees; however, the City of Washington may increase the high and low pay ranges for AFSCME, Local 3819 employees with the concurrence of all of the Parties

Section .3. All new hires to the City of Washington in AFSCME, Local 3819 bargaining unit classifications may be hired in at the lowest wage of the current employee in the classification.

Section .4. Any employee whose classification changes during the term of this collective bargaining agreement between the Parties shall be assigned to the lowest pay range for the new classification.

LETTER OF UNDERSTANDING

The parties agree that for those positions, for which there is no controversy as to bargaining unit status, and for which are an addition to the original SERB certification, shall be included in the bargaining unit, as the parties shall file an Amendment of Certification Petition with SERB to have them included within the bargaining unit.

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF WASHINGTON COURT HOUSE AND
AFSCME, OHIO COUNCIL 8, AND AFSCME LOCAL 3819

The City of Washington Court House (hereinafter referred to as "the Employer") and AFSCME, Ohio Council 8 and AFSCME Local 3819 (both hereinafter referred to as "the Union"), and all jointly referred to as "the Parties," hereby agree to the following Memorandum of Understanding ("MOU") which shall be an understanding as to the issue of changing of work schedules for the position of Water Plant Maintenance/Relief Plant Operator, pursuant to the Parties' labor agreement. The Parties have used this MOU to promote amicable relations between the Employer, the Union, and bargaining unit employees represented by the Union. The provisions of this MOU are intended for clarification of the above issue only, and the Parties agree that this MOU, and the provisions contained herein, shall not be considered precedent for other labor disagreements.

The Employer and the Union agree to the following:

1. The Parties agree that Article 19 (Hours of Work), Section 19.3 describes the process for changing work schedules. Such provision states the following:

   > Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective department fifteen (15) days prior to implementation or modification.

2. The Parties agree that the position of Water Plant Maintenance/Relief Plant Operator has a normal schedule that is flexible, as its title suggests, and such position does not always work a defined set of days and hours.

3. The Parties agree that the position of Water Plant Maintenance/Relief Plant Operator is not subject to the fifteen (15) day requirement set forth in Section 19.3 of the Parties' labor agreement; however, the Parties agree that the Employer shall provide the Water Plant Maintenance/Relief Plant Operator at least forty-eight (48) hours notice before modifying his or her schedule. If such forty-eight (48) hours is not provided to the Water Plant Maintenance/ Relief Plant Operator, the Employer shall compensate the employee at overtime rate for the work performed by the employee which is encompassed by the forty-eight (48) hours following modification.

4. The Parties agree that all other terms and conditions of the Parties' labor agreement apply, unless modified or superseded by this MOU.

The Parties have accepted this MOU voluntarily and without coercion, and none of the Parties has been pressured to accept the provisions of this MOU because of any reason.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WASHINGTON COURT HOUSE AND

AFSCME, OHIO COUNCIL 8, AND, AFSCME LOCAL 3819

The City of Washington Court House (hereinafter referred to as "the Employer") and AFSCME, Ohio Council 8, and AFSCME Local 3819 (both hereinafter referred to as "the Union"), and all jointly referred to as "the Parties," hereby agree to the following Memorandum of Understanding ("MOU") which shall be an understanding as to the issue of bargaining unit employees bidding and accepting positions in lower classifications, pursuant to the Parties' labor agreement. The Parties have used this MOU to promote amicable relations between the Employer, the Union, and bargaining unit employees represented by the Union. The provisions of this MOU are intended for clarification of the above issue only, and the Parties agree that this MOU, and the provisions contained herein, shall not be considered precedent for other labor disagreements.

The Employer and the Union agree to the following:

1. The Parties agree that nothing in Article 12 (Vacancy and Promotions) prohibits a bargaining unit employee from submitting a bid and accepting a position in a lower paid classification.
2. The Parties agree that a bargaining unit employee who, without coercion, submits a bid and accepts a position in a lower paid classification, does so with full knowledge that he or she will be paid at a lower rate, and the personnel action of placing such employee in the lower paid classification is not to be considered a "voluntary demotion" as defined in Section 12.9(B) of the labor agreement and is not to be considered discipline in any way.

3. The Parties agree that a bargaining unit employee who accepts a position into a lower paid classification, through the bid process, shall have his or her pay adjusted into the lower pay range.

4. The Parties agree that the rate of pay for the acceptance of a lower paid position shall be as follows:

   The rate of pay shall be determined by reducing the employee's regular rate of pay by five percent (5%) for each classification level moved down.

5. The Parties agree that all other terms and conditions of the Parties' labor agreement apply, unless modified or superseded by this MOU.

The Parties have accepted this MOU voluntarily and without coercion, and none of the Parties has been pressured to accept the provisions of this MOU because of any reason.