



13-MED-08-0901

1487-06

K30911

05/22/2014

**AGREEMENT BETWEEN**  
**the**  
**CITY OF LONDON**  
**and**  
**AFSCME LOCAL 1428, AFL-CIO**  
**STREET WORKERS (UNIT B)**  
**and**  
**AFSCME, OHIO COUNCIL 8 / AFL-CIO**

**Serb Case No. 13-MED-08-0901**

**Effective through December 1, 2016**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Agreement.....	1
2	Non-discrimination .....	1
3	Recognition .....	2
4	Management Rights .....	2
5	Check-off/Dues Deduction .....	3
6	Grievance Procedure and Arbitration .....	4
7	Fair Share Fee .....	6
8	Sick Leave.....	6
9	Vacations .....	8
10	Union Rights and Representation .....	8
11	Seniority.....	9
12	Layoff and Recall Procedure .....	10
13	Hours of Work and Overtime .....	11
14	Corrective Action.....	12
15	Vacancies .....	13
16	Job Descriptions.....	14
17	Leaves of Absence .....	14
18	Holidays .....	16
19	Insurance Benefits.....	17
20	Personnel Record .....	18
21	Severability .....	18
22	Health and Safety .....	18
23	Labor/Management Committee .....	19
24	Uniforms and Clothing Allowance .....	20
25	Training Pay.....	20
26	No Strike/no Lockout.....	21
27	Injury Reports and Treatment .....	21
28	Wages.....	21
29	Complete Agreement .....	23
	Duration of Agreement .....	24
	Memorandum of Understanding (Vacation Buyout) .....	25
	Memorandum of Understanding (Wages and Insurance) .....	26
	Memorandum of Understanding (Insurance Deductibles).....	27

**ARTICLE 1**  
**AGREEMENT**

This Agreement is entered into this 1st day of December 2013, to take effect as of 12:01 a.m. December 1, 2013, between the City of London (hereinafter referred to as the "City") and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and AFSCME Local 1428 (hereinafter jointly referred to as the "Union").

**Witnesseth**

WHEREAS, the City and the Union. have engaged in collective bargaining with respect to wages, hours of work, and other terms and conditions of employment on behalf of employees in the bargaining unit as certified by the State Employment Relations Board in Case No. 03-REP-03-0056 (Unit B) or amended thereafter by SERB.

NOW, THEREFORE, it is hereby mutually agreed between the City and the Union as follows:

**Purpose**

The City and Union each represent that the intent and purpose of this Agreement is to cover rates of pay, hours of work and other terms and conditions of employment, to provide a procedure for the settlement of differences, grievances and disputes which may arise between the City and its employees which involve the application or interpretation of this Agreement, to promote cooperation and harmony, to provide a channel through which information and problems may be transmitted from one to the other, and to promote efficiency and service without work stoppages during the term of this Agreement.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**Section 2.1.** The City and the Union agree, to the extent required by various applicable federal and state statutes, there shall be no discrimination against any employee in any manner relating to employment on the basis of race, ancestry, religion, color, national origin, age, sex, military/veteran status, disability, or genetic information as required by law. Any accommodation made pursuant to any of these legal obligations shall not waive or modify the terms or conditions of this Agreement as it applies to any individual. The masculine pronoun wherever indicated shall also mean the feminine as appropriate.

**Section 2.2.** The City and the Union agree there shall be no discrimination, interference, restraint, coercion or reprisal by either of them against any employee because of Union membership or non-membership.

**Section 2.3.** The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this Agreement have been resolved.

### **ARTICLE 3** **RECOGNITION**

**Section 3.1. Recognition.** The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment, for all full-time and regular part-time Street Maintenance employees including Street Maintenance Working Foreman, Street Maintenance Worker I, Street Maintenance Worker II and Street Worker, but excluding all other employees including other represented employees, confidential employees, clerical employees, seasonal and casual employees and supervisors as defined in the Act.

**Section 3.2. Newly Created Classifications.** In the event the City creates a new classification within the bargaining unit, it will notify the Union of its position regarding inclusion or exclusion from the bargaining units. If the Union disputes the City's position, it may file an appropriate petition with the State Employment Relations Board (SERB). If SERB rules that the position is in the bargaining unit, or if the parties agree the position is in a bargaining unit, they will meet within ten (10) working days to negotiate an appropriate rate of pay which bears the proper relationship to other existing rates for the classification in question.

**Section 3.3. Bargaining Unit Work.** Supervisors and other non-bargaining employees shall not be in violation of this agreement by performing bargaining unit work. At such times, no bargaining unit employee will be displaced.

### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1.** The City shall retain all rights, powers, functions and authority of management, which are not expressly limited by the terms of this Agreement. Unless specifically limited by this Agreement, the City shall have the exclusive right to:

1. Determination matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

**Section 4.2.** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express and written provisions of this Agreement and/or Chapter 4117 of the Ohio Revised Code are, and shall remain, exclusively those of the City.

**Section 4.3.** The management of the City and the direction of the working forces, including the right to hire, transfer, suspend or discharge for just cause, to promote or assign work, to change work, to change work schedules, to maintain discipline of employees, including the right to make or change reasonable rules, policies, practices, procedures and regulations for the purpose of efficiency, safe practices and discipline and penalties for infractions thereof; and to create, add to, combine and/or eliminate job duties, to develop, change and/or eliminate job descriptions, to select and determine the number, as required by law, classification of employees required; and to establish and maintain work standards, are rights vested exclusively in management.

**Section 4.4.** The City shall be the sole and exclusive judge of matters pertaining to the number, types and location of its operations, the services to be performed, the amount of work to be done, the sources of supply, the materials to be used, and methods and processes of operation, including the rights: to introduce new and improved methods or facilities, to change existing methods or facilities, to lay off, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to subcontract work, to transfer the work or part of the work to wholly or partially discontinue operations of the City or to discontinue their performance by employees of the City.

**Section 4.5.** The City can grant special recognition to individual employees as it sees fit to do, without establishing a precedent.

## **ARTICLE 5**

### **CHECK-OFF / DUES DEDUCTION**

#### **Section 5.1.**

- A. **Dues Deduction.** The Employer will make payroll deductions from the pay or wages of an employee effective the first full pay period after a check-off card signed by the employee has been submitted to the City. Amounts deducted will be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union will give the Employer written notice of the amounts to be deducted and the address to which the deducted amounts are to be sent.
- B. The payroll deductions shall be made by the Employer, monthly. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted.

**Section 5.2.**

- A. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Employer, shall continue to remain members of the Union in accordance with the authorization/check-off agreement.
- B. Any bargaining unit member who has submitted a dues deduction authorization may withdraw the same by written notice to the Employer during the last thirty (30) days of the term of the agreement.

**Section 5.3. People Check-off.**

- A. The Employer will deduct voluntary contributions to the Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.
- B. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by one or more alphabetical lists of the names of those employees for whom a deduction was made and the amount of the deduction. This list will list employees who had union dues deducted and employees who had fair share fees deducted.
- C. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
- D. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- E. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 6.1. Definition.** A grievance is a dispute or difference between the City and the Union, or between the City and the employee(s) concerning the interpretation and/or application of and/or compliance with any provisions of this Agreement, including any and all disciplinary actions.

**Section 6.2. Procedure.** When any grievance arises, the following procedure shall be observed:

Step 1: When a grievance arises, the employee and/or Union shall reduce the grievance to writing and file it with the employee's immediate supervisor within five (5) working days of the incident, which gave rise to the grievance. Within three (3) working days of being presented with a grievance, the supervisor shall meet the grievant and a Union representative, if available, if the grievant requests a Union representative be present and attempt to resolve the matter. The Supervisor will provide the employee and/or Union with a written answer to the grievance within five (5) working days of the meeting.

Step 2: If the grievance has not been satisfactorily settled at Step 1, it may be appealed to the Safety/Service Director within five (5) working days after receipt of the immediate supervisor's answer in Step 1., the Board Member shall meet the grievant and Union, if available, within five (5) working days after notice that the grievance has been appealed. The Board Member shall give a written answer to the grievant and the Union within ten (10) working days after the Step 2 meeting. If a Union representative is not available, the parties agree to continue the meeting up to twenty-four (24) hours.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may, within fifteen (15) calendar days after receipt of the Step 2 answer, request arbitration by giving the City written notice of its intent to arbitrate the matter. The Union shall use the form supplied by the "FMCS" to request a panel of nine (9) arbitrators with Ohio domiciles. The cost of requesting the panel of arbitrators shall be split between the parties. Once the list is received, the arbitrator shall be chosen by each party striking the name of one arbitrator from the panel until only one arbitrator is left. Each party may request a second panel be provided once, should they not be satisfied with the first panel received from FMCS. The fees and expenses of the arbitrator shall be borne equally by the City and the Union, and each party shall pay its own related costs.

All investigations of disputes or grievances shall be conducted on non-duty hours, except as limited otherwise by this Agreement or unless mutually agreed to otherwise by the parties.

The City will schedule all grievance meetings. Grievance meetings may be conducted on duty hours at times that will not cause an undue hardship on the Employer or cause overtime assignments to be necessary as a result of a grievance meeting. Employees shall not lose any straight time pay due to attendance at meetings in the various steps of the grievance procedure. The Union will be notified of all grievance meetings and if a Union Representative is not available, the meeting will be continued up to twenty-four (24) hours.

**Section 6.3.** In the event a grievance goes to arbitration, the arbitration hearing may be on-duty hours, at the arbitrator's discretion, and the arbitrator shall have jurisdiction only over disputes arising out of grievances as to interpretation and/or application and/or compliance with the provisions of this Agreement, including disciplinary actions other than verbal and written reprimands which are not arbitrable. The decision of the arbitrator shall be final and binding on the parties and the grievant. In reaching his decision, the arbitrator shall have no authority to add to or subtract from, modify, change or alter any of the provisions of this Agreement.

**Section 6.4.** The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and an employee (or employees), and all decisions or arbitrators consistent with Paragraph 3 above

and all settlements reached by the City and the Union shall be final, conclusive, and binding on the City, and the Union and the employees. A grievance may be settled by the parties or withdrawn by the Union at any time and the settlement or withdrawal of any grievance shall not be prejudicial or a precedent to future decisions of the parties as they relate to the grievance or any future grievances.

**Section 6.5.** The time limits provided for in this procedure may be extended by mutual written agreement of the parties. Any grievance not timely answered by the City as provided for herein, shall be considered automatically appealed to the next step. Any grievance not timely appealed by the Union or the Grievant shall be considered settled in accordance with the City's last answer.

## **ARTICLE 7**

### **FAIR SHARE FEE**

**Section 7.1.** All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) become members of the Union, or (2) pay a service fee to the Union in an amount equivalent to the Union dues for membership in the Union, as a condition of employment; all in accordance with Ohio Revised Code §4117.09. It is agreed and understood that no employee shall be required to become a member of the Union.

**Section 7.2.** Effective sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a Fair Share Fee. This does not require any employee to become a member of the Union nor shall the Fair Share Fee exceed dues paid by the member of the Union, who are in this Bargaining Unit.

**Section 7.3.** The Union shall prescribe an internal rebate procedure, which conforms to the Federal Law and to Ohio Revised Code §4117.09(C). The Deduction of a Fair Share Fee from the payroll checks of employees and its payment to the Union is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by Ohio Revised Code §4117.09(C). No employee shall be required to become a member of the Union as a condition for securing or retaining employment.

**Section 7.4.** The fair share fee remittance shall be accompanied by an alphabetical list including the name and current address for all employees paying Fair Share Fee. These fees shall be deducted once per month.

## **ARTICLE 8**

### **SICK LEAVE**

**Section 8.1.** Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee off of the job; 2) death of a member of the employee's immediate family; 3) medical, dental, or optical examination or treatment of an employee, or a member of the immediate family; 4) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 5) pregnancy and/or childbirth and related conditions.

**Section 8.2.** All employees shall earn sick leave at the rate of 4.6 hours for every biweekly pay period in active pay status and may accumulate such sick leave to an unlimited amount.

**Section 8.3.** An employee working Street Maintenance who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his/her work shift each day he/she is to be absent if possible. All other employees shall notify the Employer at least one-half hour before their shift begins.

**Section 8.4.** Sick leave may be used in segments of not less than one (1) hour with the approval of his/her supervisor.

**Section 8.5.** Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid for by the City. In any event, an employee absent for three (3) or more consecutive work days may be required to supply a physician's report to be eligible for paid sick leave.

**Section 8.6.** If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as it is submitted, or upon the report of a medical examination, the Department Head finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The unauthorized leave without pay shall be reported to the Safety-Service Director, who will authorize approval or denial of sick leave.

**Section 8.7.** Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action up to and including discharge. The Department Head will suggest such action to the Safety-Service Director, who will authorize approval or denial or appropriate course of action.

**Section 8.8.** The Safety-Service Director may require an employee who has an illness or injury, either on or off the job, to be examined by a physician designated and paid by the City, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

**Section 8.9.** An employee who accumulates 1,120 hours or more of sick leave as of November 1 of each calendar year, may, at his option, voluntarily reduce his accumulated sick leave balance by one hundred sixty (160) hours and receive thereafter payment equal to forty (40) hours pay at his current hourly rate. Such conversion may occur only once each calendar year, provided that a request for such conversion is submitted to the City by November 1.

**Section 8.10.** Upon retirement, bargaining unit members shall be entitled to payment for twenty-five percent (25%) of their accumulated, unused sick leave with a maximum payment of one hundred fifty (150) days paid leave.

**Section 8.11.** An Employee who does not use any sick leave in the contract year, other than sick leave that is utilized for an approved condition under the FMLA, in the contract year, may at the beginning of the following contract year, reduce his accumulated sick time by 10% or less with

the appointing authority's approval. This conversion may occur once per year, and the request must be received within the month of July, to be paid in August. The employee is to be compensated one (1) hour pay for each hour, reduced as the previous year's rate. In the event that both 8.9 and 8.11 conversions are available to an employee, he/she chooses to use both, Section 8.11 conversion will be determined first, then 8.9.

## **ARTICLE 9** **VACATIONS**

**Section 9.1.** Full time bargaining unit members are eligible for paid vacation leave according to the following schedule:

After 1 year of continuous service	—	80 hours vacation
After 7 years of continuous services	—	120 hours vacation
After 14 years of continuous services	—	160 hours vacation
After 21 years of continuous services	—	200 hours vacation

**Section 9.2.** Vacation leave will be taken in a minimum of eight 8 hour increments unless the Department head approves a lesser number of hours in advance, provided, however, that employees earning two (2) weeks or more of vacation annually, must take vacation in a forty (40) hour increment at least once each calendar year. Employees who earn four (4) weeks or more of vacation annually must take vacation leave in forty (40) hour increments at least once in each calendar year. Employees earning at least four (4) weeks of vacation leave annually may request to be paid for forty (40) hours of vacation leave annually from current year balance. Such request must be submitted to the City no later than December 15 of each calendar year. Payment shall be at the employee's hourly rate on December 31 of the calendar year in which the request is made. The City shall make the payment to the employee no later than January 31 the following calendar year.

**Section 9.3.** Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at time of separation. To be eligible, the employee must have given two (2) weeks' notice.

**Section 9.4.** Request for vacation must be made by March 1 of any calendar year. In such event, employee's seniority and operation considerations shall be used in determining which employee shall be entitled to the vacation time. After this date employees must submit requests for vacation leave of forty (40) hours or more at least fourteen (14) days in advance. Vacations will then be granted on a first come first serve basis with operation considerations.

## **ARTICLE 10** **UNION RIGHTS AND REPRESENTATION**

**Section 10.1.** Council 8 Representatives. Representatives of the Ohio Council 8 shall be permitted after notice to the designated representative of the City to enter the City property for the purpose of ascertaining whether this Agreement is being observed and for attending meetings with the City, provided, such visits shall be subject to the general rules of the City applicable to visits by non-employees, and requests for visitations shall not be withheld unreasonably.

**Section 10.2.** Local Union Representatives. Employees selected by the Union to act as union representatives for the purpose of investigating and/or processing grievances under the Grievance Procedures shall be known as "Stewards." Each Steward shall have an alternate who shall act as the Steward when the Steward is not available. The Union will notify the City, in writing, as to each department's steward and alternate, or any changes in such designations. The Local Union President, or designee, shall have all of the same rights and privileges of a Union Steward under this Article.

**Section 10.3.** Meetings. A Steward and/or the Local Union President will be permitted to be excused by their supervisor from their duties as may be necessary to attend meetings scheduled during their working hours. The Steward, and if necessary, Local Union President, will not have their pay reduced for time spent at such meetings, and the Union agrees that time so spent by its representatives will be kept to the minimum amount needed for such purpose.

**Section 10.4.** Union Official's Grievance. A Steward having an individual grievance in connection with his own work may ask for the local Union President to assist him in adjusting the grievance with his supervisor.

**Section 10.5.** Notification of Officials. The Union shall within thirty (30) days of the effective date of this Agreement furnish the City with a written list of local Union Officers, Stewards and Alternate Stewards, indicating the departments and classification(s) and shift(s) to which each is assigned, and further, shall notify the City in writing of any changes therein.

**Section 10.6.** Designated Union Bulletin Boards. The City shall grant the Union the use of one designated bulletin board in each department where bargaining unit employees work. Use of bulletin boards by the Union shall be limited to the following Union notices: recreation and social affairs, legislative reports, meetings, appointments, Union elections, results of Union elections. Any other matter shall be submitted to the City for approval prior to posting.

## **ARTICLE 11** **SENIORITY**

**Section 11.1.** Definitions. City-wide seniority is defined as either 1) regular full-time employee's length of service with the City from his/her last date of hire, or 2) any regular part-time employee's length of service with the City from his/her last date of hire.

Departmental seniority shall be defined as any permanent (full-time or regular part-time) employee's continuous length of service in his/her department.

**Section 11.2.** Probationary Period. New employees shall be classified as probationary employees for the first ninety (90) calendar days of employment. During such probationary period, seniority rights shall not apply and probationary employees may be laid off or discharged by the City for any reason without recourse. Upon successful completion of the probationary period, City-wide seniority shall date from the employee's last date of hire, and departmental seniority shall date from the employee's first day of employment in a Department.

**Section 11.3. Casual Employees.** The City shall have the right to employ casual, seasonal and/or regular part-time employees. If any of these employees are hired as full-time or regular part-time employees, they will become probationary employees under this agreement.

**Section 11.4. Seniority List.** The City will provide the Union a seniority list on December 31 of each year, if requested. The Union will be furnished the names of new hires and separations.

**Section 11.5. Termination of Seniority.** All seniority and other employee rights shall terminate if:

- A. The employee is discharged for cause;
- B. The employee voluntarily quits;
- C. The employee is absent from work for two (2) consecutive working days without notifying the City of a valid reason for the absence which is acceptable to the City;
- D. Failure of the employee to report to work within ten (10) working days after receipt of notice or certified mail sent to the employee's last address as shown in the City's records instructing him/her to return to work;
- E. The employee overstays a leave of absence or obtains other employment during a leave of absence;
- F. Layoff or inability to work for any reason for the employee's length of service or one (1) year, whichever is less;
- G. Permanent and total disability.

**Section 11.6. Employee Responsibility.** It is the responsibility of the employee to keep the City informed of his/her correct home address, and the City shall be entitled to rely on the accuracy of this information.

## **ARTICLE 12**

### **LAYOFF AND RECALL PROCEDURE**

**Section 12.1.** In the event of a layoff or job abolishment, as a result of lack of work, lack of funds, or for efficient operation of the City shall give the Union and the affected employees written notice at least thirty (30) days prior to the effective date of the proposed layoff. Employees within a department shall be laid off in the selected job classification in the following order:

- Irregular (temporary) part-time employees
- Seasonal and casual employees
- Part-time probationary employees
- Full-time probationary employees
- Permanent part-time employees

Permanent full-time employees

**Section 12.2. Temporary Transfers.** a) The City will have the right to temporarily transfer its employees for efficient operations and to avoid layoffs; b) the City will continue its practice of transitional work assignments.

**Section 12.3. Layoff Procedure.** Employees shall be laid off within a department in the following manner:

1. Length of service;
2. Ability to perform remaining work;
3. Qualifications for the job.

Where 2 and 3 are equal, factor 1 shall prevail.

**Section 12.4. Bumping Rights.** The following procedure shall be followed regarding bumping rights within a department:

- A. An employee who is laid off shall be able to bump a less senior employee within the same classification in a department.
- B. If the employee who has been laid off is unable to bump within his/her classification within the department, the employee shall then have the right to displace an employee with less seniority in a lower classification in the department, provided such employee is qualified for the position.

**Section 12.5. Recall.** Recalls to work shall be in the inverse order of layoff under Section 12.3 above. Notice of recall from layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The employee recalled from layoff shall have three (3) calendar days following the date of receipt of the recall notice to notify the City in writing of his intention to return to work and shall have ten (10) calendar days following receipt of the recall notice in which to report for duty. An employee who is laid off retains reinstatement rights from the City for twelve (12) months from the date of layoff. The City will not be required to recall employees on layoff for work available for less than a period of thirty (30) working days.

**Section 12.6.** This parties intend for this article to specifically pre-empt R.C. 124.321-328.

## **ARTICLE 13** **HOURS OF WORK AND OVERTIME**

Street Department employees will be scheduled from 7:00 a.m. to 3:30 p.m. (with a one-half (1/2) hour unpaid lunch.

**Section 13.1.** The City may change normal work schedules as required for operation efficiency.

**Section 13.2.** When employees are required to work more than eight (8) consecutive hours or more than forty (40) hours in any work week, they shall receive compensation of one and one

half (1-1/2) times their regular hourly rate for each hour worked in excess of eight (8) hours a day or forty (40) hours per week. For purpose of this article, hours worked shall include hours spent on prescheduled vacation leave, prescheduled personal days, compensatory time, bereavement leave and all hours paid, but shall exclude sick leave.

**Section 13.3.** Overtime shall be calculated to the nearest fifteen (15) minutes worked. Employees are entitled to accumulate compensatory time in lieu of overtime up to a maximum of two hundred forty (240) hours. Compensatory time in lieu of overtime is only available upon mutual agreement between the employee and the City. If the employee desires compensatory time in lieu of overtime, such request shall be made within twenty-four (24) hours of the time the overtime is worked. All compensatory time must be used prior to an employee's next pay increase. Compensatory time that is not used by the date shall be paid to the employee at the appropriate rate.

**Section 13.4.** City shall distribute overtime equitably in a nondiscriminatory manner. If possible, employees must obtain prior approval for overtime. If an employee works overtime without prior approval, he must inform his supervisor of the overtime within twenty-four (24) hours.

**Section 13.5. Work Schedules.** Work Schedules showing the employee's shifts, work week, work days and hours shall be posted on the appropriate department bulletin boards prior to their effective date. Any changes in the work schedule shall be posted prior to the effective date except for emergencies and the unforeseen absence of employee(s) regularly scheduled to work.

**Section 13.6. Call-in Pay.** An employee who is called in to work at a time disconnected from his regularly scheduled shift shall be paid the overtime rate for each hour or part of an hour that they work. Employees who are called in and work less than two (2) hours shall be paid at a minimum of two (2) hours pay at the overtime rate. If called in, the City may require the employee to work for the entire call-in period.

## **ARTICLE 14** **CORRECTIVE ACTION**

**Section 14.1. Work Rules.** The City has the right to uphold the rules and regulations of the City in regard to punctual and consistent attendance, proper and sufficient notification in case of absence, conduct on the job, and all other reasonable rules and regulations established by the City. The City agrees that said rules and regulations will be uniformly applied to all employees under similar circumstances.

**Section 14.2. Corrective Action.** All discipline shall be for just cause. The right of the City to discipline employees for just cause is essential to safe and efficient operations, and it is hereby recognized. If an employee engages in misconduct, he/she may be disciplined by verbal warning, written reprimand, working or unpaid suspension or termination of employment. The level of discipline will be determined by the City based upon the severity of the offense taking into consideration the circumstances of a case, and the seriousness of the offense. It is recognized that repeated minor violations could lead to discipline up to and including discharge. In all cases where the City intends to suspend or discharge an employee, the employee may be

placed on administrative leave pending an investigation. Oral and written reprimands are only appealable to Step 2 of the grievance procedure and shall not be arbitrated.

**Section 14.3.** Appeal of Discipline. Employees shall have the right to grieve all disciplinary actions exclusively through the grievance procedure contained in Article 6 of this Agreement. The City shall provide the employee with the written disciplinary action with a copy to the local union representative.

**Section 14.4.** Pre-disciplinary Review. Whenever the City determines that there may be just cause for an employee to be suspended, demoted or discharged, a pre-disciplinary conference will be scheduled prior to taking disciplinary action to give the employee an opportunity to offer an explanation of the alleged conduct. The Employee shall be provided a written notice of the disciplinary charges to be brought against the employee at least twenty-four (24) hours in advance of the pre-disciplinary conference. The pre-disciplinary hearing must be held within ten (10) working days after notice to the employee of the alleged violation. The employee may be accompanied by an available Union representative if he/she desires. The hearing will not be delayed because of unavailability of a Union representative

**Section 14.5.** Personnel Records. Any documentation of warnings or reprimand shall cease to have any force or effect in the employee's personnel file eighteen (18) months subsequent to the date or such document providing there is no intervening disciplinary action of the same or similar nature during this eighteen (18) month period. Any documentation of suspension or demotion will be a permanent record.

**Section 14.6.** Exceptions/Extension of Time Deadlines. The time constraint provisions of this Article shall not be applicable when action of a criminal nature warrants extensive investigation or upon mutual consent of the City and Union.

## **ARTICLE 15** **VACANCIES**

**Section 15.1.** Posting and Bidding Procedure. Whenever new bargaining unit jobs are created or the City intends to fill a vacancy (clarification), such jobs shall be posted for bid for a period of five (5) working days. The bid form shall set forth the classification, shift and rate of pay. All applications timely filed, shall be reviewed by the City. The City may temporarily fill a job vacancy until the job is filled through the bidding procedure. If there are no acceptable bidders, the City may hire from the outside.

**Section 15.2.** Procedure. Employees shall be considered for award of a job bid as follows:

- A. Length of service;
- B. Ability to do the work;
- C. Performance reviews;
- D. Qualifications for the job.

Where B through D are relatively equal, factor A shall prevail.

**Section 15.3.** Selection Notification. When an employee is selected by the City, he/she shall receive a ninety (90) calendar day trial period in the classification to which he/she is promoted. If the employee is unable to successfully complete the trial period, he/she will be returned to the prior classification with no loss of seniority, if the position is available. The employee awarded the job will be put on the job within thirty (30) calendar days unless he/she has to complete projects of longer duration.

**Section 15.4.** Frequency of Bids. Each employee shall be restricted to one successful bid every twelve (12) months. This provision may be waived by the City after discussion with the Union. If an employee is unable to successfully complete his/her trial period, this shall not be deemed a successful bid. If the employee disqualifies himself/herself after award, this shall be considered a successful bid. Probationary employees are not eligible to bid unless permitted to do so by the City.

## **ARTICLE 16** **JOB DESCRIPTIONS**

The City shall make available to the Union the current job descriptions for all classifications in the bargaining unit.

When the City decides to create or materially modify a bargaining unit job classification, the Union shall be notified in writing at least fourteen (14) calendar days prior to the implementation of the change. In addition, the Union President shall be given a copy of the newly created or modified job description at least fourteen (14) calendar days prior to the implementation of the change.

## **ARTICLE 17** **LEAVES OF ABSENCE**

**Section 17.1.** Funeral Leave. An employee may have up to three (3) days paid leave to attend the funeral of the employee's immediate family. Immediate family is defined as grandparents, brother, sister, current sister-in-law, current brother-in-law, son, daughter, current son-in-law, current daughter-in-law, father, mother, current father-in-law, current mother-in-law, spouse, grandchild and legal guardian. Additional days may be granted by the City if deemed necessary. Days used for funeral leave shall not be charged against accrued sick leave.

Employees shall also be entitled to up to three (3) days of funeral leave for employees' step-parents and step-brothers/sisters and other step-relatives in the categories set forth in Section 17.1 provided that the step-relative lives in the same household as the employee at the time of death. For step-relatives in categories set forth in Section 17.1 who do not live with the employee, the employee may utilize vacation leave, compensatory time, or personal leave. If an employee does not have adequate personal leave, vacation leave or compensatory time, he or she may utilize accumulated sick leave.

**Section 17.2.** Jury Duty. Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any jurors fee earned to the City.

**Section 17.3. Military Leave.** Employees who are members of the Ohio organized militia or members of the reserve components of the armed forces of the United States, including the Ohio National Guard are entitled to leaves of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods not to exceed one hundred seventy-six (176) work hours. Any employee scheduled to work less than forty (40) hours per week will be paid up to one month based on their regular work schedule for each calendar year.

The City will comply with the requirements of Federal and Ohio Law regarding military leaves of absence.

**Section 17.4. FMLA.** The City agrees to comply with the requirements of the Family Medical Leave Act, as amended from time to time.

**Section 17.5. Injury Leave.**

- A. Any full-time employee shall be eligible to be granted injury leave of absence in accordance with the City's Wage Continuation Policy. In the event the City amends its Wage Continuation Policy, the parties will meet to discuss the effects of the changes on employees prior to the implementation of any amendment to the policy. In the event the City abolishes its Wage Continuation Policy, the parties will meet as soon as reasonably practicable to negotiate the terms and conditions of a replacement Injury Leave Section. Any employee whose Wage Continuation under the City's policy is terminated by the City may be eligible to participate in the benefits available pursuant to the State of Ohio Worker's Compensation Act pursuant to its terms and conditions.
- B. Employees applying for injury leave must submit a request in writing to his Department Head for processing.
- C. Since all City employees are covered under the benefits provided by the Bureau of Workers' Compensation, payment for all approved medical and surgical treatment, compensation for lost work time and other benefits will be provided as determined by state law.
- D. In the event any full-time regular employee incurs occupational injury, such employee shall file for Workers' Compensation benefits as soon as possible. Pending determination of his eligibility and request for Workers' Compensation benefits (temporary total compensation), the City, upon presentation of medical evidence of the employee's injury, will pay the employee his regular earnings for the first thirty (30) days from the date of the injury.
- E. In the event the employee remains disabled and unable to return to work and continues to receive Workers' Compensation benefits, he may be permitted to receive additional supplemental compensation for up to an additional sixty (60) calendar days, subject to prior approval of the City Council.

- F. The City may require the employee, at any time during the injury leave, to present a certificate by a licensed physician certifying that such employee is not available for gainful employment due to such injury.
- G. Each injury shall be considered separate from all other job-related injuries applying the provisions of the injury leave policy.
- H. The City shall have the right to deny any or all injury leave compensation. This right is maintained even though the Bureau of Workers' Compensation may approve the employee's claim. It is agreed, however, that the City shall not unreasonably deny such leave compensation. Its decision shall be subject to the grievance procedure.
- I. While on injury leave of absence with pay, the employee's regular fringe benefits as provided by the City shall be maintained, except as otherwise provided in this section.
- J. The employee returning from injury leave of absence must submit a physician's statement verifying the employee's ability to return to his regular job function.
- K. An employee returning from injury leave of absence shall be placed on his former job, if in existence, or if not in existence, shall be offered a substantially equivalent vacant position as his seniority, skill, ability, and physical fitness warrant.
- L. While on injury leave of absence, the employee's seniority will continue to accumulate until such time as he is determined by the state, federal government, or private insurance carrier to be "totally and permanently disabled."
- M. The City maintains the right to require the employee to be examined by a physician of the Employer's choosing to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence.

**Section 17.6. Union Leave.** Local Union officials and/or stewards may request leave of absence without pay to attend Union conventions and seminars. Requests will be granted as long as the absences do not interfere with the efficient operation of the City.

## **ARTICLE 18** **HOLIDAYS**

**Section 18.1.** The following holidays shall be observed by the City for employees covered by this Agreement:

- New Year's Day
- Independence Day
- Memorial Day
- Martin Luther King Day
- Labor Day
- Thanksgiving Day
- President's Day

Columbus Day  
Christmas Day  
Veteran's Day

Employees not scheduled to work on these holidays shall receive eight (8) hours pay at their regular hourly rate. The employee will be required to work his/her regularly scheduled shift before and after the holiday to be eligible for holiday pay that includes scheduled time off, e.g., vacation or personal day(s) and scheduled sick leave but not unscheduled time off, e.g., unscheduled sickness. For purposes of this Article, the above-listed holidays shall be deemed to occur on the date they are officially observed by the City.

**Section 18.2.** When required to work on a holiday, the employee shall receive compensation of one and one-half (1-1/2) times the stipulated hourly rate for each hour worked, in addition to the eight (8) hours regular holiday pay.

**Section 18.3. Personal Days.** All bargaining unit employees are entitled to 28 hours personal time off with pay during each year of employment. Such days shall be requested in advance in the same manner as vacation days in not less than four (4) hour increments. Employees, who desire to use a personal day in December must submit a request no later than November 30. If the personal days cannot be scheduled due to the operational needs of the Department, the employee shall be paid for such days not used in the first pay period after January 15. The parties shall make a reasonable effort to cooperate to schedule the personal leave days. Any time periods set forth in this Article may be waived with the mutual consent of the parties.

## **ARTICLE 19** **INSURANCE BENEFITS**

**Section 19.1. Hospitalization and Health Insurance.** The City's contribution is 90% of the major medical plan that the City contracts each year. The City will endeavor to provide "cafeteria plan offerings" substantially equivalent to the medical plan, eye, dental, voluntary life, disability, and dependent care plans. It will continue to offer any special plans that have a substantial employee interest. Reimbursement of the co-insurance shall remain in effect

Effective January 1, 2015 and January 1, 2016, the parties agree to re-open Article 19 in accordance with R.C. 4117.

**Section 19.2.** The City and the Union shall establish an insurance committee. If the City is considering any changes to health insurance, the committee shall meet at least thirty (30) days in advance of any potential changes to review potential changes to health insurance costs or coverage. The committee shall make a recommendation to the Safety Service Director with respect to any changes to health insurance. The committee may consider changes that include, but are not limited to, the level of benefits, co-pays, deductibles, the selection of alternate carriers and/or changes in employee contributions. If the parties are unable to agree to alternatives, the City may propose to implement the changes subject to the Union's right to proceed to arbitration with respect to the differences in the health insurance.

**Section 19.3.** The City shall provide each employee in the bargaining unit life insurance in an amount of \$25,000. The City will continue its practice of providing \$5,000 life insurance for a dependent. The City and Union agree to discuss, during the term of the contract, the possible implementation of a Health Savings Account (HAS) together with potential changes to health insurance coverage.

## **ARTICLE 20** **PERSONAL RECORD**

**Section 20.1.** Each employee may inspect his personnel file maintained by the Employer at a reasonable time and shall, upon request, receive a copy of any document(s) contained therein once a year without charge. Copying of one's personnel file more than once a year is subject to payment of reasonable copying charges. An employee shall be entitled to have a representative of his choice, during his/her non-work time, accompany him during such review. The employee shall be immediately provided with a copy of any document placed in his or her personnel file at the time that the item is placed by the City into the employee's personnel file.

**Section 20.2.** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation within ten (10) days of the receipt of the statement or notification in his file, a copy of which shall be given to his supervisor.

## **ARTICLE 21** **SEVERABILITY**

**Section 21.1.** If, during the life of this Agreement, a decision is made by the Appellate Court of the state of Ohio, or by the federal United States court that any provision of this Agreement is illegal or invalid, such provision shall be immediately invalidated and be of no effect hereunder. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

**Section 21.2.** In the event of invalidation of any articles or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory resolution of the matter.

## **ARTICLE 22** **HEALTH AND SAFETY**

**Section 22.1. Safe Place of Employment.** Safety is of mutual concern to the City and the Union on behalf of the employees. The Union will cooperate with the City in encouraging employees to observe safety rules and regulations. Good safety habits are the responsibility of each employee. It shall be the responsibility of the City to provide for the safety of its employees by providing safe work conditions, safe work areas, safe work methods, and appropriate safety equipment, when such equipment is required in connection with the employee's job duties. The City retains the responsibility to provide a safe and healthful work place and conditions of employment.

It is the responsibility of each employee to keep his/her immediate work area clean. Cleanliness and orderliness safeguard health and reduce accidents. Following the safety directions of the City and good safety habits are also the responsibility of each employee.

**Section 22.2. Protective Safety Equipment.** Certain areas may require specific safety equipment and attire (protective gloves and hearing protection). Equipment may be mandatory in specific areas. The City maintains a continuing safety program that requires hearing protection, protective shoes, and gloves.

- A. **Hearing Protection.** Hearing protection will be furnished by the City to employees working in designated areas. Hearing protection will be furnished upon request and must be used by the employee if requested.
- B. **Hand Protection.** The City will furnish free to employees, the first pair of hand protection when required. The employee will turn in old hand protection in exchange for new gloves when necessary due to wear and tear. If hand protection is lost, the replacement cost will be the responsibility of the employee.
- C. **Respiratory Protection.** Respiratory protection will be provided by the City and used by the employee as required.
- D. Employees are required to turn in unusable protective safety equipment in order to receive usable protective safety equipment unless there are circumstances beyond the employee's control that make the exchange impossible.
- E. Hepatitis B immunization will be offered to employees at the City's expense. Any employee refusing the offer will be required to sign a waiver.

**Section 22.3. Smoking.** Employees are required to observe the City's policy regarding smoking while on the job. All City facilities are tobacco free.

**Section 22.4. Safety Team.** The City and Union shall participate in the City's Joint Safety Team. The function of this Joint Team, which shall meet at least once every month, shall be advisory. If the Team or any member thereof believes that any conditions are unsafe, such findings shall be reported to the Safety-Service Director for proper disposition in a timely manner.

## **ARTICLE 23** **LABOR / MANAGEMENT COMMITTEE**

**Section 23.1.** In interest of sound personnel relations, a joint committee of no less than one (1), nor more than two (2) members from the bargaining unit and the City will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances, but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

**Section 23.2.** Labor/management meetings shall be scheduled at a mutually agreeable time. Meetings may be cancelled by mutual consent or special meetings may be called by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. A Union committeeman or Union Officer may attend the meetings.

**ARTICLE 24**  
**UNIFORMS AND CLOTHING ALLOWANCE**

Some employees will be required to wear uniforms. Street Department full-time employees in manual labor positions will receive three (3) sweat shirts and (5) orange tee shirts per year. Shirts will be replaced as needed. Employees will turn in an old shirt to receive a new shirt.

The Street Department will also provide a uniform allowance of \$350.00 annually for pants, work boots, and a coat. Uniform shirts are the property of the City of London.

When an employee terminates employment, he will be required to return all shirts. Failure to do so will result in the employee being charged \$25.00 per shirt, which will be deducted from the employees' last paycheck. New employees will receive the \$350.00 allowance after successful completion of their probationary period. Employees will be responsible for laundering their uniforms.

**ARTICLE 25**  
**TRAINING PAY**

**Section 25.1.** The City, in an effort to support continuing education opportunities, will pay the expenses associated with City-approved job-related courses and seminars that enhance an employee's job performance. Reimbursement for these costs is limited to the course registration, fees, travel expenses, meals and lodging. The City will also pay for the cost of registration and testing fees associated with Ohio State Water, Wastewater Operator, and Laboratory Certification.

- A. Such reimbursement shall be made upon presentation of paid receipts for such expenses provided that the course has been previously approved by the City and the employee has completed the course with a grade of C or better.
- B. If the employee voluntarily leaves the employment of the City of London, the employee will not be required to repay the City for reimbursed expenses for required courses, but will repay the City all expenses reimbursed for elected courses taken and completed within two (2) years prior to leaving the employment. The City may collect repayment by deduction from the employee's final wages.
- C. If the employee fails to complete the course, the City will not pay to retake the course. This will be at the employee's expense.

**Section 25.2.** Employees who desire to attend training must request such time, at least fourteen (14) days prior to the course. The Service-Safety Director has the discretion to approve or deny

the request. The amount provided for under this Article must be used in the calendar year in which it is approved.

## **ARTICLE 26** **NO STRIKE / NO LOCKOUT**

**Section 26.1.** No Strike. The Union and employees agree that during the term of this Agreement there will be no strike, slow down, sit down, sympathy strike, concerted plan of absenteeism, or other interruption of work.

**Section 26.2.** No Lockout. The City agrees that during the term of this Agreement, it will not lock out bargaining unit employees.

**Section 26.3.** Notice. The Union agrees that in the event of a violation of Section 38.1, the Union will, within four (4) hours, take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, and employees' meetings to bring about an immediate resumption of work.

**Section 26.4.** Penalty. Any or all employees who violate prohibited activity in this Article may be disciplined up to and including discharge.

## **ARTICLE 27** **INJURY REPORTS AND TREATMENT**

**Section 27.1.** Injury Reports. If an employee is injured on the job, he/she is required to immediately report the injury to his/her supervisor. All on-the-job injuries must be reported if the injury requires medical treatment. A Workers' Compensation Claim form shall be completed for each on-the-job accident/illness. The BWC will determine if an employee is injured on the job and whether he/she will be eligible for Workers' Compensation benefits.

**Section 27.2.** Medical Treatment. Any employee injured or becoming ill on the job to the extent that immediate medical care is required, will be furnished transportation either to a Madison County Hospital or to a doctor if needed. In case of a life threatening injury or illness, 911 Emergency Medical Assistance will be called.

**Section 27.3.** City's Proposal. Employees will be required to verify on their time sheets that they suffered no occupational injury or illness that would be immediately diagnosed by a physician. This does not include illnesses or injuries that could not have been immediately diagnosed.

## **ARTICLE 28** **WAGES**

**Section 28.1.** Each employee shall move to the succeeding Step in his/her classification upon the completion of the required one-year period of satisfactory service.

**Section 28.2.** Street Department. Wage rates shall be as follows:

STREET PART-TIME WORKER:

STEP	12/1/2013	12/1/2014	12/1/2015
A	13.58	Re-opener	Re-opener
B	14.25	Re-opener	Re-opener
C	14.95	Re-opener	Re-opener
D	15.71	Re-opener	Re-opener
E	16.52	Re-opener	Re-opener

STREET MAINTENANCE WORKER I:

STEP	12/1/2013	12/1/2014	12/1/2015
A	14.95	Re-opener	Re-opener
B	15.71	Re-opener	Re-opener
C	16.52	Re-opener	Re-opener
D	17.36	Re-opener	Re-opener
E	18.18	Re-opener	Re-opener

STREET MAINTENANCE WORKER II:

STEP	12/1/2013	12/1/2014	12/1/2015
A	16.52	Re-opener	Re-opener
B	17.36	Re-opener	Re-opener
C	18.18	Re-opener	Re-opener
D	19.10	Re-opener	Re-opener
E	20.06	Re-opener	Re-opener

STREET FOREMAN:

STEP	12/1/2013	12/1/2014	12/1/2015
A	19.10	Re-opener	Re-opener
B	20.06	Re-opener	Re-opener
C	21.07	Re-opener	Re-opener
D	22.14	Re-opener	Re-opener
E	23.23	Re-opener	Re-opener

Effective January 1, 2015 and January 1, 2016, the parties agree to re-open Article 28 in accordance with R.C. 4117.

**Section 28.3.** All new employees shall begin at Step A, wage rate, except that an experienced employee can be hired and placed in a Step commensurate with his/her experience. In order to proceed to subsequent pay steps, bargaining unit members must receive one (1) performance

evaluation that recommends advancement. Such evaluations shall be conducted at least once per year. Denial of a step increase is subject to the grievance and arbitration procedure contained in this Agreement. Step increases when granted shall be by City seniority.

**Section 28.4.** All newly hired employees shall be paid at 90% of Step A rate for ninety (90) days.

## **ARTICLE 29** **COMPLETE AGREEMENT**

**Section 29.1.** It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, express or implied, and any policies or practices which are inconsistent with this Agreement. This Agreement shall govern the entire relationship and shall be the sole source of any and all rights or claims, which either party may assert against the other, governing the conditions of employment in regard to bargaining unit employees.

**Section 29.2.** Changes. The provisions of this Agreement can only be amended, supplemented, rescinded or otherwise altered by mutual agreement in writing and signed by the parties hereto.

**Section 29.3.** Waiver of Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all the terms and conditions upon which agreements were reached are contained in this Agreement.

Therefore, the City and Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement whether the subject matter be mandatory or the subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement

**DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective 2013, and shall continue in full force and effect for three (3) years, until 12:00 midnight December 1, 2016.

THIS AGREEMENT shall continue from year to year thereafter unless notice of desire to terminate is given in writing by certified mail by the party requesting termination at least sixty (60) days prior to December 1, 2016, or any subsequent anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 14<sup>th</sup> day of May, 2014.

THE CITY OF LONDON

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

*B. D. B. D.*  
*[Signature]*  
 

*Letty on. [Signature]*  
*Charles C. [Signature]*  
*William C. [Signature]*  
AFSCME LOCAL

**MEMORANDUM OF UNDERSTANDING**

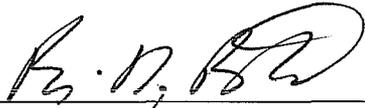
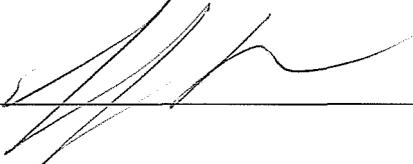
The City of London and AFSCME, Ohio Council 8, AFSCME local 1428 has mutually agreed to the following:

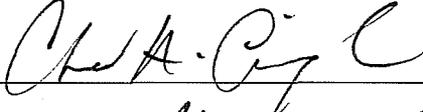
Effective February 1, 2011 employees that have a vacation balance totaling more than four years of their vacation accruals shall be paid for all hours over the maximum vacation balance, at the employee's current hourly rate, by the second pay period in February of 2011.

This is a onetime buy out offered to bargaining unit employees. Vacation accrual balances that exceed the maximum shall be handled in accordance with Article 9, Section 9.5 of the Collective Bargaining Agreement effective December 1, 2010 and remains in full force and effect through November 30, 2013.

FOR THE CITY

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

DATE 5-16-14

**MEMORANDUM OF UNDERSTANDING**  
**WAGES AND INSURANCE**

During the first year of this Agreement, should an administrative employee or bargaining unit member of the Fire Department receive a general wage increase and/or medical insurance premium adjustment, the same shall apply to AFSCME bargaining unit members. This Memorandum of Understanding shall only apply to general wage increases and/or medical insurance premium adjustments after March 1, 2014. HRA deductible amounts, employer funding of the HRA, and the coinsurance fund will remain the same for year 2014.

FOR THE CITY

R. D. B. B.  
[Signature]  
[Signature]

FOR THE UNION

Le W. W.  
Charles G. L.  
W. M. C. J.

DATE 5/14/2014

MEMORANDUM OF UNDERSTANDING  
INSURANCE DEDUCTIBLES

With the recommendation of the Insurance Committee, the Parties agree the City may suspend the deductible amounts outlined in the Insurance Article for purposes of providing the City maximum flexibility in bidding out for insurance coverage for plan year 2015.

FOR THE CITY

FOR THE UNION

B. P. B. D.  
[Signature]  
[Signature]

Letta on. [Signature]  
Chad H. Cingil  
William C. [Signature]

DATE 5/14/2014