



Bargaining Agreement Between City of New Albany and United Steelworkers

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AGREEMENT BETWEEN

THE

CITY OF NEW ALBANY—PUBLIC SERVICES DEPARTMENT

AND THE

UNITED STEELWORKERS

EFFECTIVE

December 13, 2013 THROUGH October 31, 2016

SERB Case No. 2013-MED-08-0904

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ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 Purpose This Agreement is made by and between the City of New Albany, (hereinafter “Employer”, or “City”), and the United Steelworkers (hereinafter “Union” or “USW”), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

Section 1.2 Bargaining Unit As certified in SERB Case No. 2011-REP-11-0123, the bargaining unit is as follows:

All full-time employees in the Public Service Department in the following classifications:
Maintenance Worker and Fleet Mechanic.

ARTICLE 2

PROBATIONARY PERIOD

Section 2.1 Requirement To Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the City of New Albany and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for the probationary period unless expressly granted, in writing, by the Employer at its discretion.

The new hire probationary period may be extended by the City for a period of up to 180 days provided the City indicates to the employee the reason for the extension.

Section 2.2 Length of Probationary Periods The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of one year, three hundred and sixty-five (365) days. The probationary period may be extended by a period of up to 180 days provided the Employer indicates to the employee the reasons for the extension.

Bargaining unit employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of one hundred and eighty (180) days from the day the employee is designated as being employed in the new classification in the bargaining unit. Any other time worked in the classification shall not count toward the probationary period.

Bargaining unit employees transferred or receiving a position in a new classification in the bargaining unit who fail to successfully complete the one hundred eighty (180) day probationary period may be returned to their prior position.

Bargaining unit employees who are promoted, transferred or receive a position in a new classification out of the bargaining unit who fail to successfully complete the appropriate probationary period of the position out of the bargaining unit may be returned to their prior

position or removed from employment at the discretion of the Employer without the right of appeal.

Section 2.4 Probationary Periods and Employee Illness or Injury A new hire or promotional probationary employee who has lost work time due to illness or injury for more than three (3) work days (cumulative) shall have his probation period extended by the length of the illness or injury.

Section 2.3 Appeals by Probationary Period Employees A probationary employee may be terminated any time during his probationary period and shall have no right to appeal the termination through the grievance procedure of this Agreement or to any other forum including, but not limited to, the Personnel Appeals Board of the City of New Albany.

ARTICLE 3 NO STRIKE/NO LOCK OUT

Section 3.1 General Responsibilities of Parties Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of New Albany.

Section 3.2 No Strike The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline. The Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

Section 3.3 No Lockout The City agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement.

ARTICLE 4 CONTRACT CONSTRUCTION

Section 4.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, to allow the parties to bargain the wages, hours and other terms and conditions of employment consistent with Chapter 4117 of the Ohio Revised Code.

Section 4.2 Conformity to Law and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision of this Agreement shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments, memoranda of understanding and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 4.3 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, the Personnel Policies of Chapter 155 of the City of New Albany's Codified Ordinances, the City Charter and civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, shall not apply to employees in the bargaining unit as it relates to any matter referenced in this Agreement. It is expressly understood that the Personnel Appeals Board of the City of New Albany shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit, unless explicitly provided.

Section 4.4 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5 LABOR RELATIONS MEETING

Section 5.1 Meetings In the interest of sound labor/management relations, the Employer shall meet with not more than three (3) employee representatives of the USW to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at the request of either party in writing to the Department Head or to the employee representative. However, unless mutually agreed, labor-management meetings shall not occur more frequently than once a quarter.

An agenda of topics/items affecting the Labor/Management relationship will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. Neither party is obligated to discuss matters not contained on the agenda.

ARTICLE 6 DUES DEDUCTION

Section 6.1 Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues. The Union will notify the City in writing of its current membership and dues information. The Union will update membership and dues information as needed. Employees shall submit a written authorization for dues deductions. A one month advance notice must be given to the Finance Director, or designee, prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person

designated in writing by the Union. The Employer shall not be required to make any deductions other than the membership dues of the Union's current membership. Members of the Union and/or employees in the bargaining unit who have authorized dues deductions in writing and whose authorization is in effect on or after the effective date of this Agreement cannot withdraw authorization to deduct dues or withdraw their membership authorization card during the term of this Agreement.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member (1) resigns or is separated from Employer employment; (2) is laid off from Employer employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; and (5) when the employee is no longer a member of the bargaining unit.

Section 6.2 Error in Deduction It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 6.3 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or City and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc. regarding union dues collected on behalf of the Union by the Employer.

ARTICLE 7 UNION REPRESENTATION\BULLETIN BOARDS

Section 7.1 Employee Representatives The Employer agrees to recognize two (2) employee(s), the Unit Chair and the Unit Griever, as Union representative(s) for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. The employee representative shall have no authority to take any action interrupting the Employer's

business. Only one (1) employee representative may process a grievance or represent employees pursuant to the provisions of this Agreement during working hours, unless otherwise permitted by the Employer of this Agreement, provided the City's business is uninterrupted.

Section 7.2 Union Representatives A representative of the local Union shall be admitted to the Employer's facility or employee worksites for the purpose of processing grievances, or attending meetings, upon prior request to and approval of the Employer, or its designee. Reasonable requests will not be denied by the Employer. The Employer or its designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

Section 7.3 USW International Representative A representative of the United Steelworkers International Union or USW Staff Representative assigned to the local union shall be admitted to the Employer's facility or employee worksites for the purpose of processing grievances, or attending meetings, upon prior request to and approval of the Employer, or its designee. Reasonable requests will not be denied by the Employer. The Employer or its designee shall facilitate any necessary contact between the representative and the on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 7.34 Bulletin Boards The Employer shall provide space on a designated wall for a bulletin board for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Public Service Department of the City of New Albany. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Public Service Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 8.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of

- the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
 - E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
 - F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, performance required and areas worked;
 - G. Determine the overall mission of the office as a unit of government;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the City as a governmental unit;
 - J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
 - K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
 - L. To promulgate and enforce employment rules, regulations and performance standards as related to job performance and to otherwise exercise the prerogatives of management;
 - M. The right to maintain the security of records and other pertinent information;
 - N. The right to determine and implement necessary actions in emergency situations;
 - O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
 - P. The right to determine the Public Service Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 8.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as

they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 8.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 9 SENIORITY

Section 9.1 Seniority Defined For the purposes of the Agreement, the parties shall recognize “total seniority” and “department seniority.” Total seniority shall be defined as total continuous service in regular full-time employment with the City of New Albany. Total seniority shall commence on the date an individual becomes employed as a regular full-time employee by the City. However upon attaining “regular full-time employment status,” an employee’s total seniority date will be adjusted to the original hiring date. Total seniority shall reflect the uninterrupted service of an employee as calculated by years/days of service. Department seniority shall be defined as the total continuous service in the New Albany Public Service Department in a position governed by this collective bargaining agreement. Department seniority shall commence on the date an individual becomes employed as a regular full-time employee in the Public Services Department in a bargaining unit position.

Continuous service shall be interrupted only when a “break in service” occurs. A “break in service” only occurs in the following instances:

- A. Separation because of resignation with appropriate notice, except where a member is rehired within one (1) year of resignation;
- B. Termination which has not been overturned by appropriate authority;
- C. Failure to respond to a notification of recall from layoff.

As established above (main paragraph), total seniority shall commence on the date an individual becomes employed as a regular full-time employee; however, should more than one (1) individual be hired on the same day, seniority preference will be determined by the use of “alphabetical order” based upon the employee’s last name, then first name.

A member who leaves the bargaining unit and returns shall receive no departmental seniority for the time spent outside the bargaining unit; however, the member shall receive total service credit except for the period of time in which the “break in service” occurred.

Seniority shall only be used for the express purposes provided in this Agreement.

ARTICLE 10 WORK RULES

Section 10.1 New Work Rules. The City and the Union agree that the City has the management right to issue, amend and revise directives, procedures, policies, rules, regulations,

practices and to enact ordinances. Unless otherwise specifically provided for within or otherwise in conflict with a provision of this Agreement, such existing or new directives, procedures, policies, rules, regulations, practices and ordinances shall be the sole prerogative of the City. The City agrees that that new or amended directives, procedures, policies, rules, regulations, practices and ordinances adopted after the effective date of this Agreement shall be reduced to writing (absent exigent circumstances) and provided to the Union in advance of their enforcement. If such exigent circumstances require enforcement prior to written distribution, oral notice shall be given and such shall be reduced to writing as soon as practicable thereafter.

Section 10.2 Effect of Work Rules. Any allegation by an employee that a revised directive, procedure, policy, rule, regulation, practice and/or ordinance is applied to employees is in violation of this Agreement shall be the proper subject of a grievance, as in an allegation that a work rule had not been applied or interpreted uniformly to all employees. No employee shall be disciplined for an alleged violation of a revised directive, procedure, policy, rule, regulation, practice and/or ordinance, which has not been promulgated as set forth in Section 10.1 of the Article.

ARTICLE 11 FILLING OF POSITIONS

Section 11.1 Vacancy A vacancy only occurs in a position in a classification covered by this Agreement when the Employer intends to fill an existing or new fulltime bargaining unit position. Nothing in this Article shall be construed as limiting the Employer's authority to employ and hire persons from outside the Public Service Department. The assignment of employees to a classification within the bargaining unit shall not be considered a vacancy.

Section 11.2 Criteria for Selection Criteria to be utilized in reviewing qualified applicants for a promotion to a vacant position within the bargaining shall include the applicant's previous discipline record, job performance (annual performance evaluations), experience, years of service, and qualifications. Each of these factors is not necessarily given equal weight. Vacancies shall be filled with the most qualified candidates as determined by the Employer. Should two or more applicants be determined to be substantially equally qualified by the Employer, the most senior applicant shall be selected for promotion to the vacant position.

Section 11.3 Limit on Bids Employees in their probationary period are not eligible for consideration of a promotion.

Section 11.4 Testing Methods The test may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination may consist of one or more tests in any combination. Tests may be written, oral, physical, a demonstration of skill(s), or an evaluation of training and capacity. Tests may include structured interviews, assessment centers, work simulations, examinations of knowledge, skills, abilities and any other acceptable testing method. Applicants applying for the same vacant position will be given the same test.

Section 11.5 Notice to Applicants Once the selection has been made, the Employer will notify all applicants in writing of the selection for promotion.

Section 11.6 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position in the bargaining unit pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days, unless for reason of illness or injury.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1 Grievance Defined, Content, Timeline For Filing The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in any article of this Agreement or any matter not covered by this Agreement. Written grievances must be submitted no later than fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

- A. aggrieved employee's name, or names of all grievants;
- B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. date the grievance occurred;
- D. the location where the grievance occurred;
- E. a description of the circumstances or incidents giving rise to the grievance;
- F. specific provisions of the Agreement violated;
- G. desired remedy to resolve the grievance; and
- H. documentation believed to support the grievance, if any.

Section 12.2 Grievance Procedure A grievance representative may accompany the grievant to grievance meetings at Step One, or any step of the grievance process, should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. However, only the Union shall be permitted to process the grievance to the Personnel Appeals Board.

The following procedure shall be used in the grievance process:

Step One – Supervisor An employee having a grievance will first attempt to resolve it with the employee's supervisor. Such attempt at resolution shall be made by the grievant within fourteen (14) calendar days of the occurrence of the incident that gave rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance.

Within fourteen (14) calendar days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response the grievant may pursue the grievance to Step Two.

Step Two--Department Head Should the grievant not be satisfied with the answer in Step One from the employee's supervisor, within fourteen (14) calendar days after receipt of the supervisor's response (or fourteen (14) calendar days after the supervisor's response was due) the grievant may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Department Head. The grievant, or union representative, shall also make reasonable efforts to submit at this step any documentation, if any, believed to support the grievance.

Within fourteen (14) calendar days after meeting with the grievant, the Department Head shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step Three.

Step Three – City Manager Should the grievant not be satisfied with the answer in Step Two, within fourteen (14) calendar days of receipt of the Step Two answer (or fourteen (14) calendar days after the response was due), the grievant, or union representative, may appeal the grievance to Step Three by delivering a copy of the grievance, containing written responses at the prior Steps and any other pertinent documents, to the City Manager, or his designee. The City Manager, or his designee, shall date the grievance, accurately showing the date his office received the grievance.

Within fourteen (14) calendar days of his receipt of the grievance, the City Manager shall schedule and conduct a meeting to discuss the grievance with the employee, the union representative and International USW representative. The grievant or steward shall also submit at this step any documentation believed to support the grievance. The City Manager and/or Union may bring appropriate witnesses.

In the meeting called for at this Step, the City Manager shall hear full explanation of the grievance and the material facts relating thereto.

Within fourteen (14) calendar days of the meeting at this Step, the City Manager shall submit to the grievant his written response to the grievance.

Section 12.3 Personnel Appeals Board If the grievant is not satisfied with the answer in Step Three, within fourteen (14) calendar days after receipt of the Step Three response, (or fourteen (14) calendar days after the Step Three response is due) the Union may appeal to the Personnel Appeals Board by serving the City Manager, or designee, with a written notice of appeal to the Personnel Appeals Board. For disciplinary matters, consistent with the Discipline Article, a grievant may only appeal discipline of suspensions of more than three (3) days and terminations to the Personnel Appeals Board.

Proceedings before the Personnel Appeals Board shall be conducted consistent with the hearing procedure outlined in the City of New Albany Codified Ordinances Chapter 155. The Personnel

Appeals Board shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The Personnel Appeals Board shall determine whether there has been a violation, misinterpretation or improper application of any term contained in the parties' collective bargaining agreement. The Personnel Appeals Board shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Personnel Appeals Board is empowered to rule hereunder has been referred to it, such dispute may be withdrawn by either party.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be grieved, appealed or subject to the Personnel Appeals Board, unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by the Personnel Appeals Board shall infringe upon the rights or obligations of the City as expressed by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of jurisdiction before the Personnel Appeals Board. In the event such issue is raised, the first question to be addressed by the Personnel Appeals Board shall be whether the grievance can be heard.

The Personnel Appeals Board shall not change wage rates already in effect pursuant to this Agreement. No award of the Personnel Appeals Board shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The Personnel Appeals Board shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying its rules. The Personnel Appeals Board shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The Personnel Appeals Board shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the Personnel Appeals Board, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The Personnel Appeals Board's decision and award shall be in writing and will state the rationale for the decision.

Section 12.4 Binding Arbitration If the Union is not satisfied with the decision received at the Personnel Appeals Board, within fourteen (14) calendar days after receipt of the decision of the Personnel Appeals Board, the Union may appeal the grievance to binding arbitration by serving the City Manager, or designee, with a written notice of appeal to binding arbitration. For disciplinary matters, consistent with the Discipline Article, the Union may only appeal discipline of suspensions of more than six (6) days and terminations to binding arbitration following the ruling of the Personnel Appeals Board.

Within fourteen (14) calendar days of serving notice of the Union's intent to appeal to binding arbitration upon the City Manager, or designee, the Union shall seek a list of arbitrators from the Federal Mediation and Conciliation Service, FMCS, to hear the arbitration. Upon receipt of such list of arbitrators, the parties will promptly strike names on the list until one name remains. The

remaining name shall serve as the arbitrator. Both parties shall have the option to strike the entire panel of proposed arbitrators. The option to strike may be exercised by both parties once in any grievance.

The fees of the arbitrator shall be borne equally by the parties. The expense of non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be grieved, appealed or subject to binding arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by the arbitrator shall infringe upon the rights or obligations of the City as expressed by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of jurisdiction before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance can be heard.

The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall determine whether there has been a violation, misinterpretation or improper application of any term contained in the parties' collective bargaining agreement. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties.

The arbitrator shall render his decision within thirty (30) days from the closing of the arbitration hearing, except if post-hearing briefs are to be filed, then the hearing shall be closed on the date set for submitting briefs to the arbitrator. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 12.5 Pre-Hearing Meetings Either party may request, in writing, a pre-hearing meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the hearing before the Personnel Appeals Board. Requests for such meeting shall be in writing and presented/served on the other party at least fourteen (14) calendar days after the Union's notice of its intent to proceed to the Personnel Appeals Board. A meeting shall be scheduled for a mutually agreeable date prior to the hearing before the Personnel Appeals Board.

Section 12.6 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any

grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Up to Step 3, any grievance not answered by the Employer within the time limits in the prior step, shall automatically proceed to the next step, so long as the employee indicates in writing that he wishes to pursue it. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

ARTICLE 13 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 13.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. Employees shall be disciplined for just cause pursuant to any of the methods listed in this Article.

Section 13.2 Methods of Progressive Discipline Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Generally, consistent with the principles of progressive discipline, a verbal reprimand, written reprimand and a suspension shall be given prior to termination. However, more serious discipline may be imposed for more serious offenses consistent with "just cause." Discipline may include, but is not limited to, the following:

- A. Verbal reprimand D. Termination
- B. Written reprimand E. Working Suspension
- C. Suspension

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including termination. The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

Section 13.3 Predisciplinary Meetings In the event that an employee may be given disciplinary action for behavior or conduct which warrants time-off suspension, termination, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee, the Union representative (unless union representation is waived in writing by the employee), and the Department Head, and/or his designee(s) (which may include other representatives of the City), shall be arranged. During the pre-disciplinary conference the employee, or the employee's designee, the Union representative (unless union representation is waived in writing by the employee), shall have the opportunity to respond to the allegations of misconduct. The City shall notify the Union Staff representative of the pre-disciplinary Meeting. The Union Staff representative, or designee, and Unit Griever may be present at the Pre-Disciplinary Meeting, unless the employee waives, in writing, the presence of the Union Representative and/or Unit Griever. When the nature of the offense is such that immediate

disciplinary action is required, the City may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference.

The parties agree that all Pre-Disciplinary Meetings will be conducted in a private and businesslike manner. All communications and private documents exchanged during the Pre-Disciplinary Meeting shall be kept confidential to the extent permitted by law. However, nothing prohibits the parties from using any document, statement of other evidence from the Pre-Disciplinary Meeting during the grievance process.

Section 13.4 Discipline The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

In the event the City determines time off discipline is appropriate, prior to the issuance of time-off discipline, the Department Head, or designee, shall meet with and discuss the potential discipline with the Union Staff Representative, or designee.

Section 13.5 Appeals of Discipline Employees may file grievances of written reprimands to the Department Head's Step in the Grievance Procedure, Step Two. Employees may file grievances of suspensions of three (3) days or less to the City Manager's Step in the Grievance Procedure, Step Three. Employees may file grievances of suspensions of more than three (3) days off without pay, through six (6) off without pay which may be appealed to the Personnel Board of Appeals. Employees may file grievances of suspensions of more than six (6) days, and terminations which may be appealed to the final Step of the Grievance Procedure, consistent with the process outline in the Grievance procedure. Grievances concerning discipline must be appealed directly to Step Two of the grievance procedure within fourteen (14) calendar days of receipt of notice of the disciplinary action. A verbal reprimand is not able to be grieved.

Section 13.6 Employee Access to Personnel File An employee shall have access to their personnel file, upon reasonable notice to the Employer, at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1 Definition The employee's workweek and employee's schedule shall be established by the Employer and typically consist of forty (40) hours. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of 2080 hours.

Section 14.2 Overtime Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in a workweek. Employees will only be permitted to work overtime upon receiving prior authorization from the Department Head, or designee. Nothing in this Article shall be construed as a limitation on the Employer's ability to mandate overtime.

Section 14.3 Compensatory Time An employee may elect to take compensatory time in lieu of the compensation provided herein. An employee's election to take compensatory time is the sole decision of the employee and no one should coerce or pressure the employee to take compensatory time. Such compensatory time shall not exceed a total accumulation over eighty (80) hours. In the event of exigent circumstances in the Public Service Department, the City Manager may allow a Public Service Department employee to accumulate in excess of eighty (80) hours, provided that any approved hours in excess of the eighty (80) hour limit shall be taken by the last pay period in the month of June. Any remaining compensatory time in excess of eighty (80) hours remaining at the last pay period in June shall be paid out. In no case shall the total hours accrued be in excess of one hundred twenty (120) hours. Compensatory time may be taken at a time that is convenient to both the employee and employer. The balance remaining at the conclusion of the first pay period ending in December shall be paid out in full.

Section 14.4 Overtime Scheduling Nothing in this Article shall prevent the Employer from assigning overtime to any employee for the continuation of work the employee is assigned to and working for the purpose of completing the work. The Employer may also assign an employee overtime when the employee is readily available and willing to work after the normal quitting time and other employees have gone.

Qualified employees wishing to work pre-scheduled overtime shall be permitted to sign-up up for pre-scheduled overtime opportunities on the basis of department seniority. In the event more employees sign-up for pre-scheduled overtime opportunities than opportunities are available, the overtime for pre-scheduled events will be filled based upon department seniority with the most senior employee being selected to fill the overtime opportunity. In the event no employees sign-up, the Employer shall select the least senior (department seniority), qualified employee to work the pre-scheduled overtime. If an employee signs up for pre-scheduled overtime, but is unable to work, employees can switch with other employees subject to prior notice to and approval of the Employer.

Employees who accept prescheduled overtime assignments, but do not report for, or work the assignment, or make prior approved arrangements with another employee to fill the pre-scheduled opportunity, shall be subject to discipline.

In order to meet emergency service requirements an employee call-out rotation schedule shall be established for each calendar year. Employees will select the appropriate number of weeks for emergency call-out based upon their department seniority with the most senior employee selecting first. If an employee on the list is non-responsive to an emergency call-out, the next employee on the list will be called. If the next employee is non-responsive, a supervisor will be called. Employees may switch weeks with one another subject to prior notice to and approval of the Employer. Employees who switch weeks with one another and do not report for emergency call-out service when called shall be subject to discipline.

Employees who believe they should have been called for overtime, but are not, shall file a written statement with the Department Head within seven (7) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have

worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that they should have worked.

Section 14.5 Call-In/Call-Out Pay Any employee who must return to work after leaving work for at least thirty (30) minutes or on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee’s work hours shall be compensated at the appropriate rate of pay, but shall not be subject to the minimum hours set forth above.

ARTICLE 15 WAGES

Section 15.1 Wages Effective November 1, 2013, bargaining unit employees shall receive a three percent (3%) wage increase and be compensated as follows:

Maintenance Worker (11/1/13)—Reflects a 3% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$18,6797	\$19,8165	\$21,0188	\$22,2757	\$23,5983
\$38,853.71	\$41,218.28	\$43,719.10	\$46333.47	\$49084.53

Fleet Mechanic (11/1/13)—Reflects a 3% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$21,1499	\$22,4180	\$23,7513	\$25,1941	\$26,7024
\$43,991.83	\$46,629.34	\$49,402.67	\$52,403.75	\$55,541.08

Effective upon signing, bargaining unit employees shall receive a one-time only lump sum payment in the amount of one thousand dollars (\$1000).

Effective January 1, 2014, bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase.

Maintenance Worker (1/1/14)—Reflects a 2.5% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$19,1467	\$20,3119	\$21,5443	\$22,8326	\$24,1883
\$39,825.05	\$42,248.73	\$44,812.08	\$47,491.81	\$50,311.64

Fleet Mechanic (1/1/14)—Reflects a 2.5% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$21,6787	\$22,9784	\$24,3451	\$25,8240	\$27,3700
\$45,091.62	\$47,795.07	\$50,637.74	\$53,713.84	\$56,929.60

Effective January 1, 2015, bargaining unit employees shall receive a two percent (2%) wage increase.

Maintenance Worker (1/1/15)—Reflects a 2% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$19,5296	\$20,7181	\$21,9752	\$23,2893	\$24,6721
\$40,621.55	\$43,093.71	\$45,708.32	\$48,441.64	\$51,317.87

Fleet Mechanic (1/1/15)—Reflects a 2% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$22,1122	\$23,4380	\$24,8320	\$26,3404	\$27,9174
\$45,993.46	\$48,750.97	\$51,650.49	\$54,788.12	\$58,068.20

Effective January 1, 2016, bargaining unit employees shall receive a one and one-half percent (1.5%) wage increase.

Maintenance Worker (1/1/16)—Reflects a 1.5% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$19,8225	\$21,0289	\$22,3048	\$23,6386	\$25,0421
\$41,230.88	\$43,740.11	\$46,393.94	\$49,168.27	\$52,087.64

Fleet Mechanic (1/1/16)—Reflects a 1.5% Increase

Step 1	Step 2	Step 3	Step 4	Step 5
\$22,4439	\$23,7895	\$25,2044	\$26,7355	\$28,3362
\$46,683.36	\$49,482.24	\$52,425.25	\$55,609.94	\$58,939.22

Section 15.2 Step Advancement Any bargaining unit employee that is still progressing through the Steps outlined above in Section .1, but does not meet the minimum Performance Evaluation score shall continue to serve in their existing step until the employee attains the satisfactory performance evaluation score at the next annual Performance Evaluation. Bargaining unit employees shall be required to obtain a 3.0 on their annual Performance Evaluation to proceed to the next Step. If an employee fails to achieve the appropriate score on their Performance Evaluation, they are still eligible to receive the annual wage increase, if any.

Section 15.3 Merit Compensation In recognition of exceptional City service, each bargaining unit employee shall be eligible for additional compensation in the form of merit compensation. Such merit compensation shall be in addition to the annual wage increase provided in Section .1. An employee shall only be eligible for merit compensation upon the successful completion of Step 5. Employees must receive a score of 2.1 on their annual Performance Evaluation in order to be eligible for merit pay through May 31, 2014. Effective June 1, 2014, in order to be eligible for merit compensation, the employee must attain a minimum score of 3.5 on their annual Performance Evaluation. If a bargaining unit employee attains a score of at least 2.1, or 3.5 after

June 1, 2014, on their annual Performance Evaluation, the bargaining unit employee will be eligible to receive the value of the annual merit compensation as established by the City Manager on an annual basis for all City of New Albany employees.

Section 15.4 Voluntary Goals and Objectives Effective June 1, 2014, bargaining unit employees receiving a score of at least 3.5 on their Annual Performance Evaluation are eligible to participate in the City's Voluntary Goals Program. Bargaining unit employees opting to participate in the Voluntary Goals Program would be eligible to earn additional compensation for the successful completion of certain goals. The value and determination of such goals shall be the same for bargaining unit employees as it is for all other City of New Albany non-bargaining employees. The City's Voluntary Goals Program description effective for City of New Albany employees is attached as Appendix A. In the event, the City modifies its Voluntary Goals Program for City of New Albany employees, such modifications will be provided to the Union and Appendix A will be replaced.

ARTICLE 16 LAYOFF/JOB ABOLISHMENT

Section 16.1 Layoff When the Employer determines that a layoff or job abolishment is necessary for a position within the bargaining unit, the Employer shall notify the affected employees and the union representative at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer shall have the sole discretion to determine in which classification(s) the layoff or job abolishment is to occur. In deciding the employee to layoff, seniority alone is not the governing factor. The Employer may consider all factors, including, but not limited to, the position/job, the employee's discipline record, the employee's job performance (annual performance evaluations), experience, years of service, qualifications and attendance record. Each of these factors is not necessarily given equal weight. If all considerations are substantially equal, the employee with the least department seniority will be laid off first.

Prior to the effective date of the layoff, upon the written request of the Union, the Employer shall meet with the Union to discuss the affects of the layoff or job abolishment, as well as, consider and discuss alternatives.

Section 16.2 Recall When employees are laid off, the Employer shall create a recall list based upon the order in which employees are laid off. Employees shall remain on the recall list for a period of twelve (12) months from the effective date of layoff. Recall of employees from the recall list shall be in the reverse order of layoff.

Notice of the recall shall be provided to the employee's last known mailing address via certified mail. A copy of the recall shall also be provided to the Union representative. The employee shall bear the burden of providing the Employer the employee's current mailing address.

The employee shall have seven (7) calendar days from the date of receipt of the recall notice to notify the Employer of the employee's intent to return to work. Unless another date is specified by the Employer or agreed upon by the Employer and the employee, the employee shall return to

- e. Medical, dental or vision examination and care.

Section 18.3 Notification Employees must notify the Employer no later than fifteen (15) minutes after the employee's scheduled starting time in a manner consistent with the instructions of the employee's supervisor. Employees must also notify their supervisor on each succeeding day of the absence, unless it previously has been reported to the employee's supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one (1) hour), the employee must notify their supervisor of his arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

Section 18.4 Documentation Medical documentation may be required for any amount of sick leave time off taken. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

Section 18.5 Accumulation Eligible full-time employees may accumulate unused sick leave without limit.

Section 18.6 Abuse/Misuse Excessive use, abuse of, or misuse of sick leave or bereavement leave may be cause for discipline, up to and including termination.

Section 18.7 Bereavement Leave Bargaining unit employees may be granted up to five (5) regularly scheduled work days without loss of pay in case of a death in the immediate family. Sick leave, vacation or holiday leave may be used for bereavement leave for additional days for immediate family with the approval of the Department Head, or designee. Up to three (3) days of leave is permissible for deaths other than the immediate family, but such leave shall be charged to vacation leave or compensatory time.

For purposes of bereavement leave, an employee's "immediate family" shall include: parents, parents-in-law, step-parents, brother-in-law, sister-in-law, spouse, children, step-children, brothers, sisters, grandchildren, unless otherwise specified in Chapter 155 of the New Albany Codified Ordinances.

Section 18.8 Sick Leave Conversion Upon retirement or separation in good-standing, full-time employees may convert unused accrued sick leave to a lump sum monetary payment pursuant to the following conditions:

- (1) For the first 120 hours (15 days) of sick leave accrued, payment shall be hour for hour. Accumulated sick leave above 120 hours shall be paid at the rate of eight hours pay for every 24 hours accumulated.
- (2) Payment will be at the hourly rate in effect at the time of retirement or separation in good-standing.
- (3) Employees terminated for cause or who fail to give two weeks written notice of intent to separate are not eligible for the sick leave conversion benefit.

Section 18.9 Injury Leave When a full-time employee's absence from work is necessitated because of an illness or injury incurred while on the job with the Municipality and the illness or injury is compensable under Ohio Workers' Compensation Law, injury leave may be granted at the discretion of the City Manager for a period of time not to exceed 180 calendar days. Such leave may be granted by the City Manager based upon the recommendation of the employee's Department Head and upon submittal by the employee, or a statement from a licensed physician, justifying that the employee is unable to return to full work status due to the illness/injury. Such leave shall not be charged against the employee's sick leave balance, unless it is determined that the illness or injury is a non-work related illness or injury and is not compensable under Ohio Workers' Compensation Law. In order to be eligible for injury leave, the employee must report the illness/injury to his supervisor within three (3) working days of the incident giving rise to the illness/injury. Simultaneously with the request for injury leave, the employee shall make application and actively prosecute a claim for lost wage benefits under Ohio Workers' Compensation Law. If the application is favorably considered, the Municipality's obligation under the continued use of injury leave shall be the monetary difference between the employee's regular rate of pay and the benefits received under workers' compensation.

18.10 Family and Medical Leave: The City shall offer family medical leave in compliance with the provisions of the Family and Medical Leave Act ("FMLA").

18.11 Military Leave: The City shall provide military leave to eligible employees consistent with state and/or federal law.

18.12 Jury Leave: Employees are encouraged to fulfill their civic Responsibilities by serving jury duty when required. Bargaining unit employees may request jury duty leave. An employee, upon notice of jury duty, shall present such notice to his immediate supervisor. A copy of such notice shall be filed in the employee's personnel file. Jury duty pay will be calculated based on the employee's regular rate of pay times the number of hours the employee would have otherwise worked in the day of absence for jury duty. Jury duty requiring less than four (4) hours of the employee's regular work day as verified by the time report, shall require the employee to report to his supervisor for the completion of the employee's regular work day.

ARTICLE 19 HOLIDAYS

Section 19.1 Paid Holidays The following are designated as paid holidays for all bargaining unit employees:

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day following Thanksgiving)
Christmas Eve (1/2 Day)	(Second half of the last work day before Christmas Day (4 hours))
Christmas Day	(December 25)

Section 19.2 Holidays Observed/Paid Employees assigned to work a holiday shall be paid one and one-half (1½) times their regular hourly rate for all hours worked on the holiday, in addition to receiving their eight (8) hours of holiday pay.

Employees not assigned to work a holiday shall receive eight (8) hours holiday pay at the employee's appropriate straight pay rate.

For employees whose normal workweek is Monday through Friday, when any holiday listed above falls on a Saturday, the preceding workday shall be considered a holiday. When the holiday falls on a Sunday, the following workday shall be considered the holiday.

In order to be eligible to receive holiday pay, the employee must actually work the day before and after the holiday, unless utilizing permissible/approved paid leave, such as vacation, sick or other paid leave approved by the Department Head, or City Manager.

Section 19.3 Personal Day Employees shall be permitted two (2) personal days (16 hours) per calendar year. The use of such personal day shall be submitted in writing to the Department Head, or designee, and subject to the Department Head's, or designee's, approval. A personal day shall be taken in a minimum of eight (8) hours increments. Personal days are not cumulative. If a personal day is not used prior to the conclusion of the last pay period in a calendar year, or prior to the employee's separation from employment with the City during the year, it shall be forfeited. Employees shall not be eligible for a personal day until they have completed their probationary period. Requests for the use of scheduled personal days shall be made as far in advance as possible. All employee requests for the use of personal days shall be subject to the operational needs of the Public Service Department. Refusals of personal day use by the Employer will be given to the employee in writing.

Section 19.4 Floating Holidays Employees shall be permitted two (2) floating holidays per calendar year in lieu of Martin Luther King, Jr. Day and Presidents' Day. A request to use such floating holiday shall be submitted in writing to the Department Head, or designee, and subject to the Department Head's, or designee, approval. Floating holidays shall be taken in a minimum of eight (8) hour increments. Floating holidays are not cumulative. If a floating holiday is not used prior to December 31, or prior to the employee's separation from employment with the City during the year, it shall be forfeited. Employees shall not be eligible for a floating holiday until they have completed their probationary period. Requests for the use of a scheduled floating holiday shall be made as far in advance as possible. All employee requests for the use of a floating holiday shall be subject to the operational needs of the Public Service Department. Refusals of personal day use by the Employer will be given to the employee in writing.

ARTICLE 20 VACATION LEAVE

Section 20.1 Accrual Employees shall accrue vacation leave by pay period based upon years of total service consistent with the schedule established in this Article. An employee shall not earn full vacation accrual in a given pay period unless the employee is in paid status for the entire pay period. An employee shall not accrue vacation leave for hours worked above the eighty (80) in a pay period. For purposes of this Article, employees shall not accrue vacation

leave for any period of unpaid leave. Although employees may accrue vacation leave upon hire, employees are not eligible to use vacation leave until the successful completion of their probationary period.

Section 20.2 Advances No vacation advances shall be permitted.

Section 20.3 Schedule of Accrual Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

<u>Years of Service</u>	<u>Hours</u>	<u>Accrual Rate/Max.</u>
0-4 Years of Service	80 Hours (10 days)	3.077 Hours
5-9 Years of Service	120 Hours (15 days)	4.615 Hours
10-14 Years of Service	160 Hours (20 days)	6.16 Hours
14+ Years of Service	200 Hours (25 days)	7.7 Hours

Section 20.4 Vacation Carry Over An employee may carry over from one calendar year to another calendar year a maximum of two and one-half (2 ½) times the employee's annual vacation accrual rate. Any accrued vacation leave in excess of the maximum carryover shall be lost.

Section 20.5 Scheduling All requests for vacation leave are subject to the approval of the Department Head, or its designee. Vacation leave shall be scheduled as far in advance as possible. All requests for vacation leave are subject to the operational needs of the Public Service Department.

Annually, subject to the operational needs of the Employer, employees shall be permitted to schedule up to eighty (80) hours of vacation, in eight (8) hour blocks, during an annual vacation selection process. Employees shall be permitted to select their annual vacation based upon the employee's department seniority with the more senior employee having preference over the less senior employee. The annual vacation selection process shall begin on December 1 of each year and last until December 28. The annual vacation selection process will be for vacation leave in the following calendar year. All vacation requests submitted for the following year, after December 28, will be granted on a first come, first served basis subject to the operational needs of the Employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Department Head, or designee.

Vacation leave may be taken in minimum thirty (30) min increments.

All vacation hours shall be paid at the employee's applicable straight rate pay.

Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused vacation to which they are entitled at the applicable rate of pay at the time of separation. In the event of the employee's death, such compensation shall be paid to the Employee's surviving spouse, or secondarily his estate.

ARTICLE 21 HEALTH INSURANCE

Section 21.1 Medical, Prescription The Employer shall make available to bargaining unit employees group medical and prescription insurance coverage for each employee. The level of insurance benefits and the plan design provided to employees shall be the same as the level of insurance benefits and plan design provided to other non-bargaining unit employees of the City of New Albany. Employees shall be responsible for paying their monthly insurance premiums and deductible (if applicable) pursuant to the same terms and conditions as other non-bargaining City employees pay for the same benefits. However, during the terms of this Agreement, the monthly insurance premium contributions of bargaining unit employees shall not exceed fifteen percent (15%) of the established premium amount for COBRA contributions.

Section 21.2 Vision and Dental Insurance The Employer may provide vision and dental insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

Section 21.3 Life Insurance The Employer may provide life insurance and accidental death and dismemberment insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

ARTICLE 22 HEALTH AND SAFETY

Section 22.1 Health and Safety It is agreed that safety is a prime concern and the responsibility of the City, bargaining unit employees and the Union. The City shall attempt to provide safe working conditions and working methods for its employees. Employees are responsible for properly caring for and avoiding the intentional misuse, abuse and/or reckless/negligent use of the City's equipment, facilities, vehicles, supplies and tools. Employee(s) are required to follow all safety rules and safe working methods of the Employer. All working conditions and/or employee behaviors believed to be unsafe must be reported to the employee's supervisor as soon as said unsafe working conditions are known. The City, employees and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety during a Labor Relations Meeting consistent with the provisions of that Article.

Two (2) bargaining unit employees shall be permitted to participate on the City-wide Health and Safety Committee as two (2) of the four (4) Service Department representatives. Bargaining unit employees selected to participate are expected to attend the City-wide Health and Safety Committee meetings. Bargaining unit employees on the Health and Safety Committee shall comply with the Health and Safety Committee meeting rules.

ARTICLE 23 UNIFORMS

Section 23.1 Uniforms In or around January 2014, the City shall provide each employee with necessary and required uniform items, including footwear (boots). Bargaining unit employees are expected to comply with all uniform requirements established by the Employer, including the wearing of appropriate footwear and safety equipment. A failure to wear the

appropriate uniform, footwear or other required safety equipment provided by the Employer may result in disciplinary action. To the extent that the Employer provides bargaining unit employees with any uniform(s), uniform item(s), equipment clothing allowance, it is understood that bargaining unit employees are responsible for complying with the IRS tax requirements, if any.

Upon request to and approval of the Department Head, or designee, the City shall replace any necessary and required uniform items, including footwear (boots) that have become worn or damaged during the course of the employee's employment with the City.

Upon the employee's separation of employment, the employee shall return to the City all City-issued uniform items, minus normal wear and tear. It is recognized that all City-issued uniform items are considered the property of the City.

ARTICLE 24 **PERSONNEL FILES**

Section 24.1 Personnel File-General One, and only one, personnel file shall be maintained for each employee and shall be in the custody of the City's designated Personnel Officer. The personnel file shall contain all the official records of the City regarding an individual employee. Employees shall have access to their personnel file, upon reasonable notice to the Employer at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection, if requested. Copies of documents contained in the file shall be made available to the employee at a cost established in the City's Schedule of Fees and Service Charges. All such copies shall be marked "copy." The confidentiality of matters contained in the personnel files shall be the responsibility of the Personnel Officer who shall release only such information that is determined to be a public record or is otherwise permitted by law.

Section 24.2 Retention of Records All actions of records, including appointment, evaluations, promotions, transfers, written reprimands, dismissals, suspensions will be maintained in each employee's personnel file throughout his/her period of employment, except as modified in this Article.

Disciplinary records shall be maintained in each employee's personnel file. Records of oral reprimand(s) will be removed from the employee's personnel file upon the written request of the employee twelve (12) months after such oral reprimand was issued, provided no further disciplinary action has occurred within that twelve (12) month period of time. Records of written reprimands will be removed from the file upon the written request of the employee two (2) years after such was given, provided no further disciplinary action has occurred within that two year period of time. Records of suspensions of three days or less will be removed from the file upon the written request of the employee five (5) years after such was given, provided no further disciplinary action has occurred within that five year period of time. In any case in which a written suspension or dismissal is disaffirmed through the appeal process of the grievance procedure, the personnel record shall be immediately removed. Copies of commendations, letters of appreciation, and training certificates or records, shall also be maintained in the personnel file.

Section 24.3 Inaccurate Documents If an employee has reason to believe that there are inaccuracies in documents contained in their personnel file, the employee may write a memorandum to the Personnel Officer explaining the alleged inaccuracy. If the Personnel Officer concurs with the employee's contentions, the Personnel Officer shall correct or remove the faulty document or attach the employee's memorandum to the document and note the concurrence with the memorandum. The Personnel Officer may also attach the memorandum to the document and note disagreement with the memorandum's contents. The decision of the Personnel Officer with regard to the inaccurate documents shall be final.

**ARTICLE 25 DURATION, ENTIRE AGREEMENT, SUBSEQUENT
NEGOTIATIONS, AND WAIVER**

Section 25.1 Duration The provisions of this Agreement, unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 p.m., on October 31, 2016.

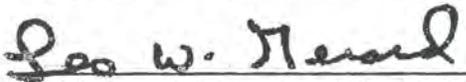
Section 25.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement.

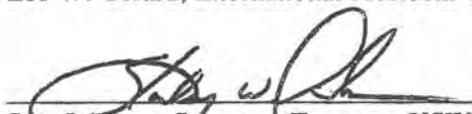
Section 25.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this agreement to be executed this 13TH day of DECEMBER, 2013.

UNITED STEELWORKERS


Leo W. Gerard, International President USW


Stan Johnson, Secretary Treasurer USW

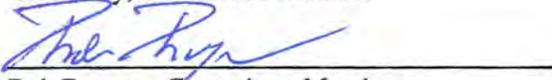

Thomas M. Conway, Vice President Of Administration USW


Fred Redmond, Vice President Of Human Affairs USW


David R. McCall, Director District 1 USW

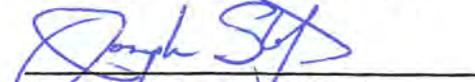

Donnie Blatt, Staff Representative USW


Ken Gray, Committee Member


Rob Runyan, Committee Member

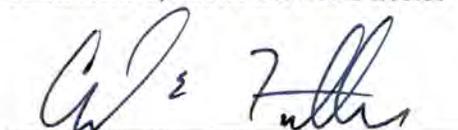

Nick O'Neal, Committee Member

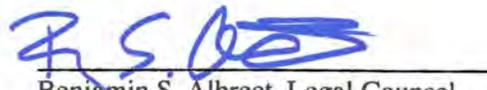
CITY OF NEW ALBANY


Joseph Stefanov, City Manager


Debra Mecozzi, Deputy City Manager


Mark Nemec, Public Service Director


Chad Fuller, Finance Director


Benjamin S. Albrect, Legal Counsel