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05/02/2014

AGREEMENT

BETWEEN

THE CITY OF FREMONT, OHIO

AND

**LOCAL #532, OHIO COUNCIL 8,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
UNION, AFL-CIO**

CASE NO. 13-MED-08-0938

**JANUARY 1, 2014
UNTIL
DECEMBER 31, 2016**

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|--------------------|
| PREAMBLE | 1 |
| ARTICLE 1 – UNION RECOGNITION AND REPRESENTATION | 1 |
| Section 1.1 (a) Recognition and Appropriate Bargaining Unit | 1 |
| (b) Application of Agreement | 1 |
| (c) Definitions | 1 |
| (d) Part-Time Employees | 2 |
| (e) Federal, State, or Other Government Funded Employees | 2 |
| (f) Supervisors..... | 2 |
| Section 1.2 (a) Dues Check-Off..... | 2 |
| (b) Fair Share Fee..... | 3 |
| (c) Indemnification..... | 4 |
| Section 1.3 Union Orientation | 4 |
| Section 1.4 Labor-Management Meetings | 4 |
| Section 1.5 Union Bulletin Boards | 5 |
| Section 1.6 Visits by Union Representatives | 5 |
| Section 1.7 Union Stewards | 5 |
| ARTICLE 2 – NO DISCRIMINATION | 5 |
| Section 2.1 No Discrimination..... | 5 |
| Section 2.2 Gender | 6 |
| Section 2.3 Union’s Duty of Fair Representation | 6 |
| ARTICLE 3 – GRIEVANCE PROCEDURE | 6 |
| Section 3.1 Definition | 6 |
| Section 3.2 Settlement Procedure | 6 |
| Section 3.3 Authority of the Arbitrator | 8 |
| Section 3.4 Expenses of Arbitration | 8 |
| Section 3.5 Time Limit For Filing | 8 |
| Section 3.6 Expedited Processing of Grievances..... | 9 |
| Section 3.7 Arbitrability..... | 9 |
| ARTICLE 4 – NO STRIKE | 9 |
| Section 4.1 No Strike | 9 |
| Section 4.2 No Lockouts..... | 9 |
| ARTICLE 5 – MANAGEMENT RIGHTS AND RESPONSIBILITIES | 9 |
| Section 5.1 (a) Rights and Responsibilities of Management | 9 |

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|-------------|
| ARTICLE 6 – WORK RULES, POLICIES, AND DIRECTIVES | 10 |
| Section 6.1 Right to Promulgate | 10 |
| Section 6.2 Copies to Union | 10 |
| Section 6.3 Right to Grieve | 10 |
| Section 6.4 Subjects of Bargaining | 11 |
| ARTICLE 7 – SENIORITY | 11 |
| Section 7.1 Definition | 11 |
| Section 7.2 Seniority of Persons Transferred Out of and Back to the Bargaining Unit | 11 |
| Section 7.3 Non-Representation—Probationary Period | 11 |
| Section 7.4 Seniority List | 11 |
| Section 7.5 Termination of Seniority | 11 |
| ARTICLE 8 – LAYOFF/RECALL RIGHTS | 12 |
| Section 8.1 Layoff | 12 |
| Section 8.2 Seniority Rights Upon Layoff | 13 |
| Section 8.3 Recall | 13 |
| Section 8.4 Notice of Recall | 13 |
| ARTICLE 9 – JOB POSTING AND BIDDING PROCEDURE | 13 |
| Section 9.1 Job Posting and Bids | 13 |
| Section 9.2 Seniority Principle | 14 |
| Section 9.3 Bidding Procedure | 14 |
| ARTICLE 10 – DISCIPLINARY ACTION | 15 |
| Section 10.1 Disciplinary Action | 15 |
| Section 10.2 Use of Last Chance Agreements | 16 |
| ARTICLE 11 – HOURS OF WORK AND OVERTIME | 16 |
| Section 11.1 Application of this Article | 16 |
| Section 11.2 Normal Workweek | 16 |
| Section 11.3 Overtime Premium | 17 |
| Section 11.4 Seventh Day Double-Time Premium | 17 |
| Section 11.5 Distribution of Overtime Opportunities | 17 |
| Section 11.6 Call-In Pay | 18 |
| Section 11.7 No Pyramiding | 18 |
| Section 11.8 Overtime Roster | 18 |
| Section 11.9 Compensatory Time | 18 |

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|---|--|--------------------|
| ARTICLE 12 – LEAVES OF ABSENCE | | 18 |
| Section 12.1 | Personal Leave | 18 |
| Section 12.2 | Military Leave | 18 |
| Section 12.3 | Funeral Leave | 19 |
| Section 12.4 | Jury Leave | 19 |
| Section 12.5 | Union Leave | 19 |
| Section 12.6 | Sick Leave | 20 |
| Section 12.7 | Sick Leave Regulations..... | 20 |
| Section 12.8 | Attendance Time | 21 |
| Section 12.9 | Family and Medical Leave | 22 |
| Section 12.10 | Disability Leave | 22 |
| Section 12.11 | Seniority During an Authorized Leave of Absence | 22 |
| ARTICLE 13 – HOLIDAYS | | 23 |
| Section 13.1 | Designation of Holidays..... | 23 |
| Section 13.2 | Eligibility Requirements | 23 |
| Section 13.3 | Holiday Pay | 23 |
| ARTICLE 14 – VACATIONS | | 24 |
| Section 14.1 | Amount of Vacation | 24 |
| Section 14.2 | Eligibility Requirements | 24 |
| Section 14.3 | Vacation Pay | 24 |
| Section 14.4 | Vacation Scheduling | 24 |
| Section 14.5 | Vacation Pay in Lieu of Time Off and Vacation Accumulation | 24 |
| Section 14.6 | Payment of Vacation Pay Upon Retirement | 25 |
| ARTICLE 15 – WAGES AND FRINGE BENEFITS | | 25 |
| Section 15.1 | Wages | 25 |
| Section 15.2 | Step Increases | 25 |
| Section 15.3 | Longevity Pay | 25 |
| Section 15.4 | Shift Differential | 25 |
| Section 15.5 | Mileage Allowance | 26 |
| Section 15.6 | Overtime Stipend In Lieu of Meal Allowance | 26 |
| Section 15.7 | Uniform Allowance | 26 |
| Section 15.8 | PERS Pickup | 26 |
| Section 15.9 | Education Assistance | 27 |
| Section 15.10 | Fitness | 27 |

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|--------------------|
| ARTICLE 16 – LICENSE PAY | 27 |
| Section 16.1 Operator Certification Courses | 27 |
| Section 16.2 License Pay | 28 |
| Section 16.3 Spraying and Pool Operator Licenses | 28 |
| ARTICLE 17 – HEALTH AND SAFETY | 28 |
| Section 17.1 Generally | 28 |
| Section 17.2 First Aid Equipment | 28 |
| Section 17.3 Reimbursement For Broken Eye Glasses | 29 |
| Section 17.4 Safety Committee | 29 |
| Section 17.5 Safety and Health Complaints | 29 |
| Section 17.6 Inoculations | 30 |
| Section 17.7 Injury Pay | 30 |
| Section 17.8 On-The-Job Injuries | 30 |
| Section 17.9 Grievances | 30 |
| Section 17.10 Safety Equipment and Protective Weather Apparel..... | 30 |
| Section 17.11 Safety Calls | 30 |
| Section 17.12 Employee Safety Records | 31 |
| ARTICLE 18 – INSURANCE | 31 |
| Section 18.1 Group Health Insurance | 31 |
| Section 18.2 Right to Select Carriers | 31 |
| Section 18.3 Miscellaneous..... | 31 |
| Section 18.4 Liability Insurance..... | 31 |
| Section 18.5 Life Insurance..... | 31 |
| Section 18.6 Section 125 Plan..... | 32 |
| Section 18.7 Dental Insurance..... | 32 |
| ARTICLE 19 – JOB CLASSIFICATIONS..... | 32 |
| Section 19.1 Review of Job Classifications..... | 32 |
| Section 19.2 New Classifications..... | 32 |
| Section 19.3 Reclassification | 32 |
| ARTICLE 20 – WAIVER IN CASE OF EMERGENCY | 32 |
| ARTICLE 21 – HIGHER-RATED CLASSIFICATION PAY | 33 |
| ARTICLE 22 – COMMERCIAL DRIVER’S LICENSE | 33 |
| ARTICLE 23 – ENTIRE AGREEMENT..... | 34 |

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|-------------|
| ARTICLE 24 – SEVERABILITY/CONFORMANCE WITH LAW..... | 34 |
| ARTICLE 25 – TERMINATION..... | 35 |
| SIGNATURE PAGE..... | 36 |
| APPENDIX A — WAGES | 37 |
| APPENDIX B — BARGAINING UNIT CLASSIFICATIONS/PAY RANGES | 40 |
| APPENDIX C — DRUG FREE WORKPLACE POLICY..... | 42 |

PREAMBLE

This Agreement, entered into between the City of Fremont, Ohio (hereinafter referred to as the City or Employer) and Local #532, of the American Federation of State, County and Municipal Employees, AFL-CIO and Ohio Council 8, of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the Union), agree it is the intent and purpose of the parties to establish the rates of pay, hours of employment, and all other conditions of employment of the employees covered by this Agreement; and to provide the procedure for the prompt, peaceful, and equitable settlement of grievances respecting the terms of this Agreement.

ARTICLE 1 UNION RECOGNITION AND REPRESENTATION

Section 1.1.

- (a) **Recognition and Appropriate Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and permanent part-time employees in the Parks Division of the Parks and Recreation Department, Street Department, Water Treatment Plant, Water Pollution Control Center, Water and Sewer Maintenance Department, and Engineering Department, and Water Service Technicians in the Utility Billing Office excluding Superintendents, Assistant Superintendents, the City Engineer, the Assistant City Engineer, foremen and supervisors, probationary employees, clerical employees, professional employees, confidential employees, temporary employees, seasonal employees, part-time employees who do not meet the definition of permanent part-time employees as defined in Subsection (C) below, and all persons who do not meet the definition of “public employee” within the meaning of Section 4117.01, Ohio Revised Code. This unit is “deemed certified” as provided in Ohio’s Public Employee Collective Bargaining Law.

The recognized bargaining unit shall also include such other employees or categories of employees as may hereafter be determined to be part of such unit by mutual agreement of the parties.

- (b) **Application of Agreement.** The parties hereto agree that the provisions of this Agreement shall apply only to employees for whom the Union is recognized as the sole and exclusive bargaining representative as set forth in Subsection (a) above.
- (c) **Definitions.** Supervisors and foremen who are excluded from the bargaining unit shall be defined as any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Permanent part-time employees who are included in the bargaining unit are defined as employees who are regularly scheduled to work at least twenty-four (24) hours per week.

- (d) **Part-Time Employees.** Part-time employees covered by this Agreement shall be eligible to receive fringe benefits on a pro rata basis. Example: An employee who regularly works six (6) hours a day (thirty [30] hours a week), if otherwise eligible, shall receive six (6) hours pay for a holiday on which he is not scheduled to work.
- (e) **Federal, State, or Other Government Funded Employees.** It is specifically agreed by the parties that employees who may now or in the future be covered by this Agreement whose salaries are substantially funded by the federal and/or state government may be laid off by the City without regard to the seniority provisions of this Agreement if such funding is terminated, curtailed, or reduced. Said employees who have successfully bid into permanent positions and whose salaries are no longer substantially funded by the federal and/or state government will not be so affected.
- (f) **Supervisors.** Supervisors will not perform work which is normally performed by bargaining unit employees for the purpose of displacing any such employee under the terms of this Agreement. Supervisors will not displace bargaining unit employees in the performance of specific overtime work situations where such work is normally performed by bargaining unit employees and they can feasibly perform the overtime work in question.

Nothing herein shall be construed to prohibit a supervisor from:

- (1) responding to calls from the Police Department or other persons or agencies to determine whether an emergency exists and to determine what, if anything, should be done with respect to the situation in question;
- (2) working as part of a normal work crew when all qualified bargaining unit employees in the department have been called out in an overtime situation (for purposes of this paragraph, Streets, Parks, and Water and Sewer Maintenance shall be considered a single "department");
- (3) performing work normally performed by bargaining unit employees of a de minimus nature, de minimus being defined as work not more than four (4) hours during the supervisor's normal scheduled hours of work.

Section 1.2.

- (a) **Dues Check-Off.** While this Agreement is in effect, the City will deduct once each month the regular Union dues from the wages of employees included in the bargaining unit who individually and voluntarily authorize and direct such deductions in writing.

(b) **Fair Share Fee.**

- (1) Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:
 - (A) The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
 - (B) The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
 - (C) The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.
- (2) Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Union's current Fair Share Fee Procedure.
- (3) Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.
- (4) The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in the Union's current Fair Share Fee Procedure.
- (5) The Union may amend its Fair Share Fee Procedure by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.
- (6) Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.
- (7) This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

- (8) The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- (9) This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of the Union's current Fair Share Fee Procedure, no portion of this Article may be amended except by written signed agreement of the parties.
- (10) The Employer shall remit the monthly fair share fee deductions and the dues deduction(s) checks, to the Secretary-Treasurer/Comptroller, Ohio Council #8, AFSCME, AFL-CIO, 741 East Broad Street, Columbus, Ohio 43205.

- (c) **Indemnification.** The Union shall indemnify, defend, and hold the City, its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents, and employees in complying with Subsections (a) and (b) of this Section.
- (d) The Employer agrees to deduct such amounts as authorized by the employees for voluntary contributions to the National P.E.O.P.L.E. Program of the American Federation of State County and Municipal Employees, AFL-CIO: Such authorization is subject to revocation by the employee upon a thirty (30) day written notice.

Section 1.3. Union Orientation. Not more than four (4) times per calendar year the Union shall be permitted to conduct a Union orientation program during working hours for employees newly hired in positions covered by this Agreement, provided such program shall not exceed one-half (½) hour. The program shall be conducted by the Union President and/or a Union staff representative. No supervisory employees shall be permitted to attend. The Union shall provide at least one (1) week's notice of its intent to schedule such a program and the program shall be scheduled at a mutually agreed to time.

Section 1.4. Labor-Management Meetings. During the term of this Agreement, upon reasonable request from either party, the Union President and up to two (2) other local Union representatives (plus an AFSCME staff representative if desired) shall meet with the Safety-Service Director and other City representatives to discuss matters of mutual concern that do not involve negotiations. Unless the parties mutually agree otherwise, this Section shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement. Normally these meetings will be scheduled during the time the City's administrative offices are open with no loss of regular straight-time pay for any employees attending such meetings. If an agenda item is discussed in a labor-management meeting and the City is not able at that time to

respond, the City will, where practicable, give the Union a response within seven (7) days after the meeting.

Section 1.5. Union Bulletin Boards. The Employer will make available one (1) bulletin board for the posting of official Union notices in each of the following areas:

1. Water Tower
2. Water Treatment Plant
3. Engineering Office
4. Water Pollution Control Center (Employee Breakroom)
5. Street Department
6. Parks Department

The Union will limit the posting of Union notices to such bulletin boards and any such postings shall not contain attacks of a personal nature against either party or apply to notices or materials of a partisan-political or inflammatory nature.

Section 1.6. Visits by Union Representatives. Non-employee representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City if they first notify the Safety-Service Director or his designee. All such visits shall be made in such a manner as to not disrupt the operation of the City.

Section 1.7. Union Stewards. The Union shall designate one (1) employee steward for each department covered by this Agreement. The Union shall notify the City in writing of the names of the stewards for each department, and shall likewise notify the City in writing of any changes thereafter as soon as such change is made.

The stewards who are involved in the processing of grievances in accordance with the provisions of this Agreement during their regularly scheduled working hours shall not suffer any reduction in pay, provided that this provision will not be abused.

The Union President, or Vice-President in the absence of the Union President, shall have the rights accorded to stewards and Union staff representatives as set forth in this Agreement, provided that this provision will not be abused. The Union President, or Vice President, in the absence of the President, shall act as a department steward on a temporary basis in the event of a vacancy of the steward in that department, and a new steward should be appointed within a reasonable length of time.

ARTICLE 2 **NO DISCRIMINATION**

Section 2.1. No Discrimination. Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

Section 2.2. Gender. Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 2.3. Union's Duty of Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination. The Union shall indemnify, defend, and hold the City, its officers, officials, agents, and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Union with respect to its responsibility to provide fair representation.

Section 2.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual's race, color, religion, sex, pregnancy, national origin, disability, age, genetic history, ancestry, military, or veteran status.

If an individual and/or the Union file a grievance alleging a violation of Article 2 while the same or similar allegation of discrimination is being investigated or otherwise processed by an administrative agency such as the OCRC or the EEOC or by a court of competent jurisdiction, such grievance shall be held in abeyance pending the final resolution of the matter by the administrative agency or the courts, whichever is applicable.

ARTICLE 3 **GRIEVANCE PROCEDURE**

Section 3.1. Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving as to him/her the meaning, interpretation, or application of the express written provisions of this Agreement. The term "grievance" shall also refer to a group of employees having the same grievance.

Section 3.2. Settlement Procedure. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the Grievance Procedure and to keep the procedure free of unmeritorious grievances. To this end, all written grievances must state the facts of the complaint, the Section(s) of this Agreement involved, and the relief requested. A grievance shall be processed in the following manner:

STEP 1: Any non-probationary employee(s) who has a grievance shall submit it to his immediate supervisor in writing. The supervisor shall give his written answer within two (2) working days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee(s) wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to his Superintendent or the City Engineer, whichever is appropriate, within five (5) working days after the Employer's answer in Step 1 and shall be signed by both the employee(s) and the authorized representative of the Union. The Superintendent or City Engineer and/or his representative shall discuss the grievance within five (5) working days with the authorized Union representative at a time mutually agreeable

to the parties. The employee/grievant (or, in the case of group grievances, at least one [1] of the employee/grievants) must be present at such discussion. If no settlement is reached, the Superintendent or City Engineer or his representative shall give the Employer's written answer to the Union within five (5) working days following their meeting.

STEP 3:

If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Safety-Service Director and/or his designated representative within five (5) working days after the Employer's answer in Step 2. A meeting between the Safety-Service Director and/or his representative, and the authorized representative of the Union shall be held within five (5) working days at a time mutually agreeable to the parties. The employee/grievant (or, in the case of group grievances, at least one [1] of the employee/grievants) must be present at such meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Safety-Service Director, or his representative, and the authorized representative of the Union. If it is not settled, the Safety-Service Director, or his representative, shall give the Employer's written answer to the Union within ten (10) working days following the meeting.

Grievance mediation shall be established as an option which is available to the parties after Step 3 (Safety-Service Director's Step) of the grievance procedure. A request to mediate a grievance must be submitted in writing to the Safety-Service Director within five (5) workdays following the Step 3 answer. A party refusing mediation must give written notice to the other party within five (5) workdays of the request.

STEP 4:

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within five (5) working days after receipt of the Employer's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of fifteen (15) Ohio arbitrators who are domiciled in Ohio and are members of the National Academy of Arbitrators. The party submitting the grievance to arbitration shall strike the first name; the other party shall then strike, and the process shall continue alternately. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the Employer and the Union representatives.

Each party has the right to reject a submitted panel of arbitrators and request another list. The party requesting another panel shall be responsible for paying the cost of any administrative fee for such list.

The Union will pay the cost of any administrative fee for the initial panel of arbitrators.

Section 3.3. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted to him by the parties, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision to the Employer and to the Union within sixty (60) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on the parties.

Section 3.4. Expenses of Arbitration. The fee and expenses of the arbitrator shall be borne by the losing party, except in the event that the arbitrator's decision fails to grant the requested award of either party and represents a split decision, the costs and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Each party shall be responsible for its own costs and expenses.

In the event a grievance is appealed to arbitration, the grievant, the Union steward in grievant's department, and the Union President may attend the arbitration hearing without any loss of pay during their regularly scheduled hours of work. Employees who are called by either party as witnesses and who actually give non-repetitive testimony shall lose no pay for the time necessary for them to testify at said hearing during their regularly scheduled hours of work.

Section 3.5. Time Limit For Filing. No grievances shall be entertained or processed unless it is submitted in writing within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and Union representatives involved in each Step.

The term "working days" as used in this Article shall mean the days Monday through Friday, exclusive of holidays that pursuant to this Agreement are observed on Monday through Friday.

Section 3.6. Expedited Processing of Grievances. The parties may expedite grievances and/or omit some Steps of the procedure set forth in Section 3.2 of this Article, due to the nature of the issue at hand, by mutual agreement.

Section 3.7. Arbitrability. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

ARTICLE 4 **NO STRIKE**

Section 4.1. No Strike. Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stay-in, concerted stoppage of work, mass resignations, mass absenteeism, the willful absence from one's position, the abstinence from the full, faithful, and proper performance of all of the duties of employment, or any other intentional interruption of the operations of the Employer during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be disciplined by the Employer.

Section 4.2. No Lockouts. The City shall not engage in any lockout of employees covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 5.1.

(a) **Rights and Responsibilities of Management.** Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer, including the right and responsibility to:

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

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

ARTICLE 6

WORK RULES, POLICIES, AND DIRECTIVES

Section 6.1. Right to Promulgate. The Union recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives in order to regulate the personal conduct of employees while at work and the conduct of the City's services and programs. Such work rules, policies, procedures, and directives shall be established and enforced by the City in a manner consistent with the terms of this Agreement and with applicable law.

Section 6.2. Copies to Union. Copies of written work rules, or amendments to existing work rules, promulgated following the effective date of this Agreement will be furnished to the Union no less than ten (10) working days prior to the effective date of such rules or amendments, and will be posted or otherwise made available to employees upon request.

If the Union requests to bargain over such a change within that notice period and agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance in accordance with Section 6.3 below.

The notification requirement does not limit the right of the Employer to implement a work rule, policy, or directive prior to the conclusion of the ten (10) working day period in case of emergency implementation or to comply with applicable law.

All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the department head or his designee.

Section 6.3. Right to Grieve. The Union shall have the right to grieve concerning the reasonableness of any written work rule, policy, procedure, or directive, provided that any such grievance must be filed within ten (10) working days of the Union's receipt of a copy of such work rules, policy, procedure, or directive in accordance with the provisions of Section 6.2, above. Thereafter, a grievance regarding a written work rule, policy, procedure, or directive shall be limited to an allegation by an employee and/or Union that the written rule, policy, procedure, or directive has been interpreted or applied in a manner which is arbitrary or capricious, and/or contrary to the terms of this Agreement.

Section 6.4. Subjects of Bargaining. The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as it affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. An employee or the exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement, in accordance with Article 3 of this Agreement. (Moved from current Section 5.1).

ARTICLE 7 **SENIORITY**

Section 7.1. Definition. Total seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since the last date of hire with this Employer in a position covered by this Agreement, including time spent as a part-time employee covered by this Agreement or as a federal, state, or other government funded position covered by this Agreement.

Section 7.2. Seniority of Persons Transferred Out of and Back to the Bargaining Unit. Employees who are promoted by the City to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the City shall have a seniority date computed on the basis of the period of time previously served in positions included in the bargaining unit.

Section 7.3. Non-Representation—Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one hundred eighty (180) days. During an employee's probationary period, the employee shall not be represented by the Union and the employee may be suspended, laid off, or terminated at the sole discretion of the Employer.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall gain the right to Union representation and shall acquire seniority which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement.

Section 7.4. Seniority List. Upon a reasonable request from the Union, the City will provide the Union with a seniority list setting forth by department each bargaining unit employee's classification and seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Safety-Service Director in writing within ten (10) calendar days after the Union's receipt of the list.

Section 7.5. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged consistent with the terms of this Agreement; or

- (c) is absent for three (3) consecutive working days without notifying the Employer, except in the case of proven inability to make a phone call; or
- (d) is laid off and fails to notify the City of his intention to return within three (3) working days after receiving notice of recall and/or fails to report for work within fourteen (14) calendar days after having been recalled; or
- (e) does not report for work within five (5) working days after the termination of an authorized leave of absence. An extension of time will be granted if the employee cannot report for work within five (5) working days but reports for work within a reasonable time; provided that the employee must submit a written request for an extension prior to the termination date of the leave; or
- (f) is laid off for a period in excess of two (2) years; or
- (g) retires or is retired.

ARTICLE 8
LAYOFF/RECALL RIGHTS

Section 8.1. Layoff. The Employer in its discretion shall determine whether job abolishments or layoffs are necessary unless it is clearly established that such determination is arbitrary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that abolishments or layoffs are necessary, employees will be laid off within the affected classification(s) in the following order:

- (a) Temporary employees, except those temporary employees not performing work in the job description, or work normally performed by bargaining unit employees in an essential position.
- (b) Seasonal employees, except those seasonal employees not performing work in the job description, or work normally performed by bargaining unit employees in an essential position.
- (c) Provisional employees.
- (d) Part-time employees, except those part-time employees not performing work in the job description, or work normally performed by bargaining unit employees in an essential position.
- (e) Probationary employees, except those probationary employees occupying essential positions.
- (f) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available. When there are two (2) or more qualified employees who have equal

experience, licenses, certificates, relevant education and training, seniority will be the determining factor. The employee(s) with the least departmental seniority will be laid off first.

Section 8.2. Seniority Rights Upon Layoff. A non-probationary employee laid off from a job classification under (f) above may exercise his departmental seniority to replace the least senior employee in a lower rated job classification in the same department if the employee has equal skill, ability, and qualifications to perform the work.

Section 8.3. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who were laid off from affected classification(s) will be recalled by classification prior to vacancies being posted in accordance with Article 9 of this Agreement. Such employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. If an employee accepts a recall to a position in a lower rate job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rate job classification, the employee shall have the right to refuse the recall. The Employer shall attempt to recall laid off employees by classification prior to posting jobs in accordance with Article 9 and will not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 8.4. Notice of Recall. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by registered mail with a copy to the Union, provided that the employee must notify the Safety-Service Director of his intention to return within three (3) working days after receiving personal notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail to the employee at the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Safety-Service Director with his latest mailing address.

Section 8.5. This article supersedes and prevails over the City's (Fremont Civil Service Commission Rules) civil service provisions for layoff and recall and Revised Code 124.37.

ARTICLE 9

JOB POSTING AND BIDDING PROCEDURE

Section 9.1. Job Posting and Bids. All permanent openings in job classifications covered by this Agreement shall be filled in accordance with the following:

All job openings and new positions created by the City shall be posted by the City on all departmental bulletin boards five (5) workdays for bid by non-probationary bargaining unit employees. Employees in higher rated classifications may only bid to a lower classification who for legitimate reasons are unable to continue to perform the work required in the higher rated classification, or who can demonstrate that by

bidding to a lower classification in another department the employee will potentially obtain greater promotional opportunity.

Bids shall be submitted in writing to the Safety-Service Director. The Union shall receive copies of all job postings on the first day of posting. All job postings shall contain the following information: job classification, brief description of the job, rate of pay, and name of the last person, if any, who held the job. The Union shall be advised in writing of the names of employees who submit bids, their seniority dates, and the names of the successful bidder, if any.

Nothing in this posting procedure shall prohibit the City from demoting a person in a managerial or supervisory position with the City back to the bargaining unit without first posting for bid the classification to which the person is to be demoted, provided that classification is no higher than the one held by the person when he was in the bargaining unit, provided further that the person shall be credited with the bargaining unit and departmental seniority he had when he was promoted out of the bargaining unit, and provided further that no employee is displaced as a result of the demotion.

Section 9.2. Seniority Principle. If there are two (2) or more qualified employees who bid for a given opening where experience, licenses, certificates, relevant education and training are equal, seniority will be the determining factor.

In any case where the Union appeals the City's decision regarding the filling of a position, the Union must show that the selected employee was not the most qualified.

Section 9.3. Bidding Procedure.

- (a) Qualified bidders from within the department in which the opening exists shall be considered first in accordance with the seniority principle set forth in Section 9.2 above. If there are no qualified bidders from the department in which the opening exists, then qualified bidders from other departments shall be considered, and the job shall be awarded to the employee from another department in accordance with the seniority principle set forth in Section 9.2 above.
- (b) Any employee who accepts a job opening in accordance with the provisions of this Section and fails to demonstrate his ability to perform the work involved within twenty (20) days worked shall be retransferred to the job he formerly held, displacing the employee, if any, who replaced him, without loss of departmental seniority; provided further that within fifteen (15) days worked after taking a new job, the employee shall have the option of returning to the job he formerly held, displacing the employee, if any, who replaced him, without loss of departmental seniority.
- (c) Any employee who accepts a job opening in another department in accordance with the provisions of this Section shall have his departmental seniority in said department commence as of the day the employee enters said department and the employee shall, except as provided in (b) above, lose his departmental seniority in the department he left.

- (d) If an employee is promoted to a higher rated classification, the employee will be paid at Step B or the rate he was receiving prior to being promoted, whichever is higher. After twenty (20) days worked the promoted employee will be eligible to move to Step C if his performance has been satisfactory during the twenty (20) days worked period. If the employee's performance has been evaluated as unsatisfactory, he will be reviewed again in another twenty (20) days worked, and if his performance has been satisfactory during that second twenty (20) days worked period, he will be eligible to move to Step C.

If an employee is reclassified by the Employer per Section 19.3, the employee will be paid the next higher pay rate than the one currently held prior to being promoted. This will be effective the next pay period.

- (e) Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are qualified bidders or from hiring a new employee if no qualified employees bid for the opening.
- (f) If the City temporarily fills a posted vacancy, it shall not be for a period to exceed thirty (30) calendar days unless the parties mutually agree to an extension. If during the term of this Agreement the City decides not to fill a position that becomes vacant, it shall be the subject of discussion at any regularly scheduled labor-management meeting at the request of either party.

ARTICLE 10

DISCIPLINARY ACTION

Section 10.1. Disciplinary Action. An employee may be disciplined for just cause which shall include incompetency, inefficiency, dishonesty, on-duty impairment due to alcohol or controlled substances immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of rules and regulations, or other proper cause. The Employer agrees to the concept of corrective discipline for remedial offenses. Possible disciplinary actions are as follows: verbal warning, written reprimand, suspension, or dismissal.

No employee may be suspended or dismissed without being given an opportunity to respond to the allegations in a meeting with the Employer; provided that the employee may be suspended pending the holding of such a meeting as long as the meeting is promptly held. The employee and the Union President will be given a copy of the meeting notice. The employee shall have the right to be represented by a Union representative at such meeting. An employee may waive his right to a meeting with his department head. The Employer will promptly investigate offenses as it becomes aware of such offenses, and will not permit undue delay in the administration of disciplinary action.

An employee may appeal a disciplinary action in accordance with the grievance procedure set forth in this Agreement. Disciplinary grievance involving suspension or dismissal may be submitted directly to Step 3 of the grievance procedure by the Union.

Copies of disciplinary action notices shall be given to the Union President when they are issued.

No disciplinary actions shall be appealable to the Civil Service Commission.

Section 10.2 Use of Last Chance Agreements.

Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the parties whereby the employee retains his/her employment for his/her agreement to commit no further work infractions.

Last Chance Agreements shall not amend the collective bargaining agreement and shall supersede any conflicting language in the collective bargaining agreement with regard to the employee subject to the Last Chance Agreement only. The use of Last Chance Agreements shall not require the vote of membership nor ratification by the legislative body.

Whenever the Safety Service Director determines an employee's conduct may warrant discharge, the Safety Service Director may agree to the use a Last Chance Agreement. An employee may be represented by an available Union Representative. The Union and staff representative shall be permitted to review Last Chance Agreements.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1. Application of this Article. The sole purpose of this Article is to set forth the normal workday and the normal workweek and to provide a basis for calculating overtime payments.

Section 11.2. Normal Workweek.

- A. Except as provided below, the normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Employer to serve its citizens. The normal workweek shall consist of five (5) consecutive eight (8) hour workdays (exclusive of unpaid lunch periods) Monday through Friday, except for departments which operate twenty-four (24) hours a day, seven (7) days a week.
- B. Maintenance and laboratory employees in the Water Treatment Plant and Water Pollution Control Center normal workweek shall consist of five (5) consecutive eight (8) hour workdays, exclusive of a one-half (½) hour unpaid lunch period. When and if the maintenance and laboratory employees in the Water Treatment Plant and Water Pollution Control Center work four (4) or more hours as a shift operator, said employees shall work a straight eight (8) hour workday.
- C. The Employer may develop a schedule of four (4) ten (10) hour workdays for departments or sections of departments. Such ten (10) hour workday schedules will not be implemented without mutual agreement between the Union and the Employer. Implementation of a ten (10) hour workday schedule will be for not less than a thirty (30) calendar day period or for more than a ninety (90) calendar day period, unless otherwise agreed by the Employer and the Union.

- D. The Employer may develop a workweek in the Parks Department consisting of five (5) consecutive eight (8) hour workdays (exclusive of unpaid lunch periods) other than Monday through Friday by mutual agreement between the Union and the Employer.
- E. The Employer may develop a schedule of two (2) eight (8) hour workdays and two (2) twelve (12) hour workdays for the Water Treatment and Water Pollution Control Center. Such schedule will not be implemented without mutual agreement between the Union and the Employer.

Section 11.3. Overtime Premium. Time and one-half (1 ½) the employee's regular rate of pay will be paid for all time worked in excess of eight (8) hours spent in active pay status in an employee's workday or in excess of forty (40) hours spent in active pay status in an employee's workweek.

For employees on a ten (10) hour workday schedule, all time worked in excess of ten (10) hours in active pay status in one (1) workday or forty (40) hours in active pay status in an employee's work week shall be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate.

Section 11.4. Seventh Day Double-Time Premium. A bargaining unit employee shall be paid at time and one-half (1½) his regular straight-time hourly base rate of pay for hours actually worked on the first day in any workweek that he is not scheduled to work in accordance with his regular shift assignment.

For hours worked on the second day in any workweek that he is not scheduled to work in accordance with his regular shift assignment, an employee shall be paid at two (2) times his regular straight-time hourly rate of pay, provided he has also actually worked on the first day that he is not scheduled to work and the five (5) scheduled workdays in his workweek. If he has not worked on the first day, he shall be paid at time and one-half (1½) his regular straight-time hourly rate of pay for the hours worked on the second day. For purposes of determining eligibility to receive seventh day double time premium paid at two (2) times the regular rate, hours abutting regularly scheduled work hours, less than two (2) hours, shall not be considered.

Time paid but not worked shall not be considered the "actual performance of work" for the purposes of this Section except funeral leave (Section 12.3), jury leave (Section 12.4), and holiday pay (Section 13.3b) for actual observed holidays.

Section 11.5. Distribution of Overtime Opportunities. Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the department starting with the most senior employee, provided the employees are determined by the appropriate supervisor to be qualified to perform the specific overtime work required. Seniority for the purposes of this Subsection only will mean length of continuous service in the department in question. Supervisors shall only be required to offer overtime opportunities to employees within an affected department. Offered overtime not worked will be considered as worked for the purpose of determining eligibility for overtime opportunities. Overtime shall be offered to non-probationary employees within a department per the rotation of overtime roster and then to probationary employees if said probationary employee is qualified for such work. If any employee establishes that

he has not received his fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.

Section 11.6. Call-In Pay. An employee who is called back to work outside his normal hours of work (i.e., hours not contiguous to his normal shift or on a day not regularly scheduled), will be guaranteed two (2) hours of pay at the applicable rate of pay if the employee is assigned to work less than two (2) hours and three (3) hours of pay at the applicable rate of pay if the employee is assigned to work two (2) hours or more; provided, however, if the employee does not perform the work assigned to him, he shall not receive any pay for the time not worked.

Section 11.7. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 11.8. Overtime Roster. The Employer shall post on the departmental bulletin board the applicable overtime roster showing overtime hours worked, overtime hours refused, and negative contact (which is defined for purposes of this Section as a supervisor's inability to contact an employee regarding an overtime opportunity despite a reasonable attempt to do so). The overtime roster shall be updated at least biweekly, with copies given to the Union the first workday of the following month.

An employee coming into a department shall be credited with the greatest hours worked/refused in the department.

Section 11.9. Compensatory Time. In lieu of overtime pay as provided in Section 11.3 above, the Employer may grant an employee compensatory time. Compensatory time shall be granted at the rate of one and one-half (1½) hours (or two [2] times, whichever appropriate) of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is forty (40) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this maximum shall be paid at the appropriate rate of pay. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must receive approval from the Employer prior to taking compensatory time off. In twenty-four (24) hour operations, a water division or WPC operator may take only forty-eight (48) hours of compensatory time off in a calendar year.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1. Personal Leave. The Employer may at its discretion grant a leave of absence to any bargaining unit employee for good and sufficient reason. The Employer shall at its discretion set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 12.2. Military Leave. Military leave and pay shall be in accordance with Ohio Revised Code 5923.05.

Section 12.3. Funeral Leave. In the event of the death of an employee's mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, current stepchildren, current stepfather or stepmother, grandparents, grandchildren, current son-in-law or daughter-in-law, the employee shall be excused for a period not to exceed three (3) consecutive workdays (e.g., Thursday, Friday, Monday) for the purpose of arranging for and attending the funeral. In the event of the death of an employee's current brother-in-law or sister-in-law, or any other relative of the employee residing in the employee's home, the employee shall be excused for one (1) workday for the purpose of attending the funeral. Employees eligible for funeral leave days shall be paid one (1) day's pay for any days on which they are excused and but for such excuse they would have been scheduled to work. The Employer may request proof of death and of the relationship in question.

If an employee needs an additional day or two (2) or if an employee desires to attend the funeral of a relative not listed above or to serve as a pallbearer, such day or days, when approved in advance by the Safety-Service Director, or his designee, will be charged against sick leave, vacation, or unpaid leave of absence. The Safety-Service Director will not unreasonably deny a valid request.

Each day an employee is on paid funeral leave pursuant to this Section shall count as eight (8) hours worked for the purpose of calculating eligibility for weekly overtime.

Section 12.4. Jury Leave. Any employee who is subpoenaed or is otherwise required to serve on a jury of any court, who is subpoenaed as a witness before a State of Ohio administrative tribunal under a statute that provides that the employee shall suffer no loss of pay while serving as such a witness, or who is required to attend court as a witness for the City shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which he must be present for such service and on which he otherwise would have been scheduled to work. The employee shall remit to the City Auditor whatever sum is paid to him as compensation by the court for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive the pay for same. Any hours of pay received by an employee pursuant to this Section shall count as hours worked for the purpose of calculating eligibility for weekly overtime.

Any employee who is subpoenaed or otherwise required to appear in court for personal or family reasons or as a result of secondary employment will not be eligible for paid leave as set forth in this Section.

An employee released by the court at a time with at least two (2) hours remaining for the employee to return to work will report for duty as soon as possible after release by the court.

Section 12.5. Union Leave. Employees who are elected as delegates to the Union's international convention, a state convention, or spring legislative conference shall be permitted a leave of absence without pay to attend such meetings, provided that advance written notice shall be made at least ten (10) days prior to the taking of the leave.

A total of four (4) days of Union leave in the aggregate as specified above per year (which shall be non-accumulative) shall be with pay.

Section 12.6. Sick Leave.

- (a) **Generally.** In accordance with applicable law, employees covered by this Agreement shall be entitled to 4.6 hours of sick leave with pay for each completed eighty (80) hours of service and all unused sick leave shall be cumulative without limit. Employees who are granted leaves of absence with or without pay for sick leave or injury purposes only, shall continue to accrue sick leave at the above rate during such absences, but shall not be entitled to use the sick leave so accrued until after their return to work. Sick leave shall not accrue during periods of suspension or other types of leave without pay. To receive sick leave pay and to justify each use of sick leave, the employee will furnish a satisfactory detailed written and signed statement explaining the illness (sick leave form) or other reason for taking sick leave and, in the event an employee is under a doctor's care or as otherwise required, a certificate from the doctor (physician's certificate) containing such information as the City may require as to the nature and duration of the illness shall be attached to the sick leave form. Falsification of the sick leave form or a physician's certificate may be grounds for disciplinary action.
- (b) **Other Use of Sick Leave.** If an employee needs an additional day or two (2) or if an employee desires to attend the funeral of a relative not listed above or to serve as a pall-bearer, such day or days, when approved in advance by the Safety-Service Director, or his designee, will be charged against sick leave, vacation, or unpaid leave of absence. The Safety-Service Director will not unreasonably deny a valid request.

Each day an employee is on paid funeral leave pursuant to this Section shall count as eight (8) hours worked for the purpose of calculating eligibility for weekly overtime and as a day worked for the purpose of calculating eligibility for premium pay on the seventh (7th) consecutive day of work.

- (c) **Pay For Accumulated Sick Leave Upon Retirement or Death.** Upon retirement, an employee with ten (10) or more years of continuous service at the time of separation of employment shall be paid for forty-two percent (42%) of the value of his accrued but unused sick leave up to a maximum of forty-two (42%) of one thousand two hundred (1,200) hours (i.e., up to a maximum of five hundred [500] hours) computed at the employee's regular straight-time hourly rate of pay at the time of retirement. Employees shall not receive payment for liquidated sick leave earned while on sick or injury leave if they do not return to work. In the event of the death of an unretired employee with one (1) or more years of continuous service, the employee's estate shall be paid for fifty percent (50%) of the value of the employee's accrued but unused sick leave, per Section 124.39, Ohio Revised Code.

Section 12.7. Sick Leave Regulations.

- (a) **Notice to Supervisor.** Employees must request sick leave as soon as they know, or reasonably should know, that they will be absent from work because of illness or injury. Employees calling in sick should normally do so no less than forty-five (45) minutes prior to

the start of their shift; continually repeated “last minute” telephone calls to a supervisor when earlier notice is possible constitutes an abuse of sick leave.

- (b) **Verification of Sick Leave.** Employees in all cases must furnish a written, signed statement, on a form supplied by the City to justify the use of sick leave. In the case of absences of three (3) consecutive working days or more, employees must furnish a doctor’s certificate substantiating the reason for the absence.

- (c) **Abuse of Sick Leave.** In the event the Employer suspects that the employee is abusing sick leave or that the absence is unwarranted, the employee may be required to furnish a physician’s certificate. Grounds for suspecting abuse of sick leave may include, but not be limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:
 - (1) engaging in other employment;
 - (2) engaging in activity or present in a place inconsistent with a claim of illness or injury during his normal working hours.

Continued and repeated instances of inadequate notice to supervision requesting use of sick leave, and requests for sick leave under suspicious circumstances (such as a request which immediately follows the employee being assigned to a particular job or task) shall also be grounds for suspected abuse of sick leave.

Actual abuse of sick leave may subject an employee to discipline up to and including discharge. Actual abuse of sick leave shall include but not be limited to:

- (1) unjustified or unsubstantiated use of sick leave (as in cases where a doctor’s certificate is required but not supplied, or in cases where the doctor’s certificate fails to substantiate the employee’s claim of illness or injury requiring the employee to be off work) or continued and repeated patterns of the use of sick leave; or
- (2) unjustified failure to give adequate notice to the City of the use of sick leave; or
- (3) falsification of a written, signed statement by the employee or of a doctor’s certificate.

Section 12.8. Attendance Time. An employee shall be credited with additional days off without loss of pay based on the number of sick leave days used in the preceding calendar year in accordance with the following table:

| No. of Sick Leave Days Used, Including Family and Medical Leave Days, During <u>Preceding Calendar Year*</u> | <u>Additional Days Off</u> |
|---|---------------------------------------|
|---|---------------------------------------|

| | |
|-----|---|
| 0 | 5 |
| 1-2 | 3 |
| 3 | 1 |

The provisions of Section 14.4 (Vacation Scheduling) shall govern the scheduling of such additional days off, except that such time off must be taken in increments of no less than one (1) hour. In addition, all such time off must be taken in the calendar year following the year in which the time off is earned, except that time off not taken during that calendar year due to problems beyond the employee's control shall be carried over into the following year. Compensation for such deferred attendance time shall be at the wage rate applicable to the year in which the time off would have been taken but for the deferral.

* Sick leave days used while on industrial leave by an employee who is injured on the job who is eligible for Workers' Compensation benefits under the laws of Ohio shall not be included in computing the number of sick leave days used.

Section 12.9. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

Section 12.10. Disability Leave. An employee shall be granted a disability leave of up to one (1) year for a service related disability, after exhaustion of sick leave and vacation credits. Such leave shall be without pay. Family and Medical Leave for a service related disability shall be considered part of the one (1) year for purposes of this Section.

An employee who returns to work within the one (1) year period will only be granted the unused balance of the three hundred sixty-five (365) day period for the same service related disability.

In the event an employee becomes unable to perform the essential functions of his position, with or without reasonable accommodations, as per ADA guidelines, and has no Family and Medical Leave or injury leave coming, the Employer may terminate the employee. This shall be considered a disability separation. Prior to termination, the employee shall be entitled to a medical examination and a hearing and be entitled to union representation. The medical examination shall be paid for and the provider selected by the City. The medical examination shall be performed by an occupational health care specialist. If the employee disputes the decision by the Employer to terminate his/her employment, the employee may grieve the decision.

Section 12.11. Seniority During an Authorized Leave of Absence. Subject to Section 7.5 (Termination of Seniority), there shall be no break in an employee's seniority while on an authorized leave of absence pursuant to the provisions of this Article.

ARTICLE 13
HOLIDAYS

Section 13.1. Designation of Holidays. The following days shall be considered paid holidays for each year of this Agreement:

| | |
|------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans Day |
| Good Friday (½) | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Birthday |

For the purposes of this Article, if one of the above holidays falls on Saturday, it shall be observed on the preceding Friday, and if one of the above holidays falls on Sunday, it shall be observed on the following Monday.

Section 13.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work his/her full scheduled working day immediately preceding (or, in the case of Good Friday, the full half day of Good Friday morning) and immediately following the day observed as the holiday or be in active pay status, unless the employee is excused by the Safety-Service Director of his designee in writing from compliance with this requirement.

Section 13.3. Holiday Pay.

- (a) Employees who are required to work any of the days on which the above holidays are observed shall receive one and one-half (1½) times their straight-time hourly rate of pay for all hours worked or holiday accrued, at the employees' option, on the basis of one (1) hour of holiday accrued for each hour worked, and an additional eight (8) hours pay at their straight-time hourly rate of pay. Any such holiday accrued shall be scheduled at the mutual convenience of the employee and his supervisor and shall be taken within one (1) year of the date earned. For employees who are not normally scheduled on a Monday through Friday basis, where the day observed as the holiday falls on one (1) of the two (2) regularly scheduled days off, the employee shall receive one (1) holiday accrued day off, said day off to be scheduled at the mutual convenience of the employee and his supervisor.
- (b) Employees who are granted any of the above actual observed holidays off shall receive eight (8) hours of pay for said holiday in the week in which such holiday falls and these eight (8) hours shall count as hours worked for the purpose of calculating eligibility for weekly overtime and for the purpose of calculating eligibility for premium pay on the seventh (7th) consecutive day of work.
- (c) Holiday pay shall be computed on the basis of the amount the employee would have been entitled to receive had he taken the holiday when it was observed by the City.

ARTICLE 14
VACATIONS

Section 14.1. Amount of Vacation. Eligible employees covered by this Agreement shall be entitled to a vacation in accordance with the following schedule:

| <u>Years of Continuous Service</u> | <u>Length of Vacation</u> |
|---|----------------------------------|
| 1 year but less than 2 years | 1 week |
| 2 years but less than 7 years | 2 weeks |
| 7 years but less than 14 years | 3 weeks |
| 14 years but less than 20 years | 4 weeks |
| 20 years or more | 5 weeks |

Section 14.2. Eligibility Requirements. In order to be eligible for vacation pay, an employee who, as of his/her anniversary date of employment, has at least one (1) year's seniority, must be in active pay status with the City or on Workers' Compensation for at least one thousand eight hundred (1,800) hours during the preceding year of employment.

Section 14.3. Vacation Pay. For each week of vacation to which an employee is eligible pursuant to this Article, the employee shall receive vacation pay in an amount equal to forty (40) times the employee's straight-time hourly rate of pay.

Section 14.4. Vacation Scheduling. Vacations are scheduled in accordance with the workload requirements of the department. For this reason, the Employer may require employees to provide a schedule for using the balance of vacation by July 1. An employee wishing to change his scheduled vacation shall give the Employer four (4) weeks advanced notice unless a shorter time is mutually agreed. Vacations shall be scheduled insofar as practicable at the times most desired by each employee, with consideration being given to the wishes of the employees in each classification in accordance with their relative departmental seniority. Where more employees in a classification request a given vacation period than can be permitted to be on vacation at one time, departmental seniority shall govern. After an employee's vacation has been scheduled and approved, the employee cannot be bumped by a more senior employee four (4) weeks prior to the start of his vacation. Normally, vacation time off must be taken in increments of not less than eight (8) hours; however, in exceptional circumstances, an employee may request time off in an increment of no less than four (4) hours, which request will not be arbitrarily denied.

Section 14.5. Vacation Pay in Lieu of Time Off and Vacation Accumulation. Although employees are encouraged to take their annual vacation, in the event that an employee, with the approval of the Safety-Service Director or his designee, does not take his/her vacation time off, he/she will receive his/her vacation allowance in lieu of time off.

An employee shall have the right to carry-over one (1) week's vacation per year to the following year. Vacation pay for each said week shall be computed on the basis of the amount he would have been entitled to receive had he taken the one (1) week's vacation in the year in which he became

entitled to it. Employees using vacation shall first use accumulated (carry-over) vacation and Attendance Time Off (CRS days) before current year vacation or CRS.

Section 14.6. Payment of Vacation Pay Upon Retirement. An eligible employee who takes a service retirement or disability retirement prior to receiving his vacation pay shall be paid the amount of vacation he is eligible to receive at the time of such retirement.

ARTICLE 15
WAGES AND FRINGE BENEFITS

Section 15.1. Wages. Employees applicable wage rates are set forth in Appendix A.

Section 15.2. Step Increases. Employees shall be eligible for step increases in accordance with the following:

| <u>Step</u> | <u>Length of Time in Classification</u> |
|--------------------|--|
| B | After 180 days in Step A |
| C | After 1 year in Step B |

In order to be eligible to move to Step C, the employee must perform satisfactorily during the preceding year, provided that step increases will not be arbitrarily denied.

See Appendix A.

Section 15.3. Longevity Pay. In addition to the employee's base wage rate (as set forth in Appendix A), employees hired prior to January 1, 1982, shall be eligible for longevity pay in accordance with the following schedule:

| <u>Years of Continuous Employment by City</u> | <u>Amount of Longevity Pay Per Hour Worked</u> |
|--|---|
| After 15 years | .20 |
| After 20 years | .26 |
| After 25 years | .29 |

The foregoing longevity payments shall not be cumulative.

Employees hired or rehired after January 1, 1982, shall not be eligible to receive longevity pay.

Section 15.4. Shift Differential. When a majority of an employee's hours worked on a shift fall between 6:00 p.m. and 6:00 a.m., said employee shall receive a shift differential of fifty cents (\$0.50) per hour. This Section applies only to employees working on regular scheduled shift positions.

Section 15.5. Mileage Allowance. Employees shall be paid mileage in accordance with City ordinance when they are required by the City to use their personal vehicle to perform City work.

Section 15.6. Overtime Stipend in Lieu of Meal Allowance. An employee who works at least four (4) hours of pre-shift overtime or at least four (4) hours of post-shift overtime shall, upon certification of the appropriate supervisor, be paid an overtime stipend of seven dollars (\$7.00). Such pre-shift overtime must be contiguous to the employee's normal shift. Certification of entitlement to an overtime stipend under this Section shall not be unreasonably withheld. An employee must actually work at least twelve (12) hours to be eligible for an overtime stipend.

Section 15.7. Uniform Allowance. The Employer will obtain the appropriate uniforms for employees in the bargaining unit. Employees shall be in proper uniform while on duty and uniforms will be worn only when employees are performing work for the City. Uniform items shall be replaced on an as needed basis as determined by the Employer. Any articles lost through negligence of the employee shall be replaced at the employee's expense. Worn out or damaged uniforms shall be replaced by the Employer.

All uniforms purchased by the Employer shall remain the property of the City. Upon termination of employment, the employee shall return such uniform items to the City.

The Employer will pay for and maintain eleven (11) sets of clean uniforms. Employees will turn in dirty uniforms to a central location at their individual departments.

Uniforms will consist of eleven (11) work shirts and all bargaining unit employees will be required to wear the uniform shirt while on duty. Employees may choose the number of long sleeve and short sleeve shirts (up to eleven [11] total). Each employee shall either elect one of two different cuts of uniform trousers provided by the Employer or provide his own blue trousers which shall be of satisfactory quality and condition without holes or tears and be considered appropriate for representing the City.

The Employer will reimburse each bargaining unit employee up to two hundred fifty dollars (\$250.00) during the term of this agreement for the purchase of work boots acceptable to the Employer or Carhart-style outerwear acceptable to the Employer for use on the job by the employee. A receipt will be required for reimbursement.

Section 15.8. PERS Pickup.

- A. Effective December 24, 2005, the City shall designate each bargaining unit employee's mandatory contribution to the Ohio Public Employees Retirement System (PERS) as "picked up" by the City. Although they shall continue to be designated as employee contributions, in order that the amount of the employee's income reported by the City as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory contribution which has been designated as "picked up" by the City and shall be included in computing final average salary.

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

- B. Indemnification. The Union shall indemnify, defend, and hold the City, its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents, and employees in complying with the PERS pickup provision set forth in this Section 15.8.

Section 15.9. Education Assistance. An employee may request in writing reimbursement for up to fifty percent (50%) of the tuition and instructional fees to obtain additional training or schooling above and beyond that required by the Employer for the performance of the employee’s job duties. The training course must be job related or to prepare the employee for possible promotional opportunity with the City of Fremont. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment by the Employer, and if funds permit, the Employer may authorize education reimbursement. Approval must be obtained in advance of starting the training and the employee must present satisfactory evidence to the Employer indicating the amount of tuition and instructional fees paid and proof that the employee has successfully completed the course and obtained a final passing grade of B or equivalent.

The total per employee reimbursement shall not exceed seven hundred fifty dollars (\$750.00) per calendar year.

If the employee leaves the employment of the City of Fremont within one (1) year from the date of reimbursement of education assistance, he will reimburse the City for one hundred percent (100%) of the reimbursement received from the Employer. If the employee leaves the employment of the City of Fremont within two years from the date of reimbursement of education assistance, he will reimburse the City for fifty percent (50%) of the reimbursement received from the Employer.

Section 15.10. Fitness. The Employer will provide to each bargaining unit member a single or a family annual pass credit to the Fremont Recreation Center. Entitlement to a family membership will be consistent with the definition of immediate family recognized in policies, regulations, or rules of the Fremont Recreation Center.

ARTICLE 16 **LICENSE PAY**

Section 16.1. Operator Certification Courses. Employees shall have the right to submit applications to the Safety-Service Director to attend instructional courses sponsored by the American Water Works Association and the State of Ohio Environmental Protection Agency to qualify operators for certification by the State of Ohio as Operators I, II, or III, provided such application shall not be unreasonably denied by the Safety-Service Director. Such applications must be submitted to the Safety-Service Director at least two (2) weeks before the specified deadline.

If an application is accepted by the Safety-Service Director and the sponsoring organization, the City shall pay the registration fee for the first time an employee takes the course for the certification in question.

If it is necessary for an employee to attend classes to obtain or maintain a certification that the City is paying for during the employee's regularly scheduled hours of work, the employee shall be excused from work for such time as is necessary to get to and from and attend the class without loss of pay. If an employee attempts to obtain or maintain a certification that the City is paying for, the employee will have two (2) opportunities without loss of pay to obtain the certification. All other attempts shall be at the employee's expense. In addition, the City shall pay the cost of classes required to maintain the certification. Requests for attendance at such classes will be subject to approval by the Employer.

Section 16.2. License Pay. An employee who has completed his original probationary period and who has a Class I, Class II, or Class III certificate from the Ohio Environmental Protection Agency in his job classification shall be entitled to the equivalent of a five percent (5%) increase, provided that the employee's work performance for the immediately preceding evaluation period was satisfactory. The five percent (5%) increase shall become effective the first pay period following receipt of the certificate.

Section 16.3. Spraying and Pool Operator Licenses. An employee who has completed his original probationary period and who is authorized by the Employer, in its discretion, to obtain a Department of Agriculture mosquito spraying license, a Department of Agriculture vegetation spraying license, or a Pool Operator license shall be entitled to a payment of one-hundred fifty dollars (\$150.00) for up to a total of four (4) licenses, provided that the employee's work performance for the immediately preceding evaluation period was satisfactory and provided the employee performed the pool operation, mosquito and/or vegetation spraying to the Employer's satisfaction. The payment shall be paid in the first week of December.

License pay will not be compounded with any other license or certification pay received by an employee, and an employee with more than one (1) license will only receive the highest pay he is eligible for.

ARTICLE 17 **HEALTH AND SAFETY**

Section 17.1. Generally. In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All employees shall comply with all safety rules and regulations established by the City. Safety rules and regulations shall be neither capriciously established nor arbitrarily applied.

Section 17.2. First Aid Equipment. Adequate first aid equipment shall be provided by the City at appropriate locations.

Section 17.3. Reimbursement For Broken Eye Glasses. The City agrees to reimburse employees for prescription eye glasses which are broken during their working hours so long as such breakage is not the result of employee negligence. The employee will provide to the Employer evidence of the cost of the broken prescription glasses.

Section 17.4. Safety Committee. Upon the request of either party, the Union President or is designated representative and two other persons designated by the Union shall meet quarterly (or more frequently if reasonably requested by either party) with the Safety-Service Director, or his designee, and other City representatives to discuss safety matters of mutual concern. No employee shall lose any regular straight-time pay for any time spent attending such meetings. The Committee may make recommendations concerning an overall safety program for employees covered by this Agreement.

Section 17.5. Safety and Health Complaints.

- (a) If an employee reasonably believes that his safety and health are in danger due to an allegedly unsafe working condition, assignment, practice, or allegedly unsafe equipment (including vehicles), he shall inform his supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down or equipment pulled from use.
- (b) If the employee reasonably believes that the working condition, assignment, practice, or allegedly unsafe equipment involved presents a clear and immediate danger to the employee's life or serious bodily harm, such as loss of an arm, leg, or eye, and he disagrees with the action taken or proposed by the supervisor, the employee shall have the right to consult with his steward and/or file a grievance before being required to resume the work in question. Employees will not be required to perform work in situations which both the employee and the steward reasonably believe present a clear and immediate danger to the employee's life or serious bodily harm, subject to later disciplinary action by the Employer in the event that the City, after investigation, determines that the situation was not a clear and immediate danger. Such a determination by the City, as well as the resulting disciplinary action, may be challenged by the affected employee through the grievance procedure.
- (c) The parties agree, however, that where it is practicable to perform the work by another method and/or other equipment, without clear and immediate danger to the life of the employee or any other person, such alternative shall be employed. The parties further agree that the mechanism provided in Section 1.4 and 17.4 shall be used to anticipate, as much as possible, clear and immediate danger situations that may arise on the job and to discuss with a view toward reaching agreement upon safety measures that can be taken to eliminate or minimize the danger involved. These mechanisms may also be used by the Employer for investigation of the circumstances of any refusal to work because of allegedly clear and immediate dangerous conditions.

- (d) Except in situations involving a clear and immediate danger to the employee's life or serious bodily harm, the parties agree that the "work now, grieve later" principle shall apply to the application of this Section.

Section 17.6. Inoculations. If an employee requires an inoculation as a result of circumstances arising during working hours, the City shall pay for the cost of same.

Section 17.7. Injury Pay. An employee who is injured or disabled on the job and who is eligible for Workers' Compensation benefits under the laws of Ohio shall, after being off work on sick leave one week, be placed on the City's payroll for the balance of the period of disability which is the direct result of such injury or disability, provided such injury or disability prevents such employee from performing his usual duties and provided further that such periods shall in no case exceed ninety (90) calendar days in any twelve (12) months. Any such employee shall refund to the City the Workers' Compensation benefits received pursuant to Ohio law during the period of time that falls within said ninety (90) day period.

Injury pay will only be paid once for the same accidental occurrence resulting in injury to the employee.

An employee will not accrue sick leave while on injury leave.

Section 17.8. On-The-Job Injuries. An employee who is injured on the job must contact his supervisor as soon as possible after the injury or, if possible, arrange for contacting the Employer. Such injury must be recorded on the employee's daily activity sheet or log records unless otherwise prevented due to the nature of the injury.

Section 17.9. Grievances. An employee disciplined for failure or refusal to abide by the Employer's safety policies rules and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes. An employee seeking remedy before any other agency pursuant to O.R.C. Chapter 4167 shall not be eligible to have his grievance heard before an arbitrator under Step 4 of the Grievance Procedure.

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

Section 17.10. Safety Equipment and Protective Weather Apparel. The City shall provide such safety equipment and protective weather apparel as is appropriate for each classification of employees, recognizing that equipment and apparel requirements may vary between departments and classifications. The parties recognize that the City has the right to take disciplinary action in accordance with Article 10 against any employee who fails to wear or use the safety equipment that the City has provided for the employees' use.

Section 17.11. Safety Calls. The Employer shall provide a cellular telephone for employees on solo shifts at the Water Pollution Control Center and the Water Treatment Plant.

Section 17.12. Employee Safety Records. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

ARTICLE 18 **INSURANCE**

Section 18.1. Group Health Insurance. The City will contribute eighty-five percent (85%) toward the premium cost per month per employee. The remainder of the premium shall be paid by employees through payroll deduction.

The City will provide prescription drug insurance coverage to employees as part of the total insurance package.

A joint labor management cost containment committee will be established, with an equal number of members, who will meet at least forty-five (45) days prior to the renewal date of the insurance policy to explore insurance coverage options and cost containment alternatives.

Section 18.2. Right to Select Carriers. The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. "Insurance Companies" include regular line insurance companies and non-profit organizations providing hospital, surgical, or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially the same. Cost containment features may be added.

Section 18.3. Miscellaneous. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union, nor shall such failure be considered a breach by the Employer or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 18.4. Liability Insurance. The City will continue to provide liability insurance coverage to employees covered by this Agreement so long as such coverage is reasonably available. The terms of the City's liability policies shall be controlling in all matters pertaining to benefits thereunder.

Section 18.5. Life Insurance. The City will provide group term life insurance in the amount of twenty thousand dollars (\$20,000.00) for each employee covered by this Agreement.

Section 18.6. Section 125 Plan. The Employer will establish a Section 125 Plan for employee insurance contributions as soon as practical subject to legal requirements.

Section 18.7. Dental Insurance. The City will provide dental coverage to employees covered by this Agreement by the contribution of \$56.00 per month per employee to the AFSCME Care Plan (Dental III Coverage). The parties agree that the City's Contribution rate of \$56.00 will not change during the term of the Agreement.

ARTICLE 19 **JOB CLASSIFICATIONS**

Section 19.1. Review of Job Classifications. During the term of this Agreement, the City will continue, with appropriate input from the Union, its review of the positions contained in the bargaining unit described in Section 1.1(a) of this Agreement. Employees in positions covered by new or changed job descriptions resulting from this review shall be subject to the terms and conditions of this Agreement, except as otherwise determined as a result of the procedures set forth in Section 19.2 below.

No employee's pay will be reduced as a result of any changes in job descriptions resulting from this review. Regardless of any changes in job titles and job descriptions, no employee shall be removed from the bargaining unit as long as the employee continues to perform non-supervisory bargaining unit work. No employee performing such work shall be taken out of the bargaining unit against his will as a result of the City's review of job classifications.

Section 19.2. New Classifications. In the event that a new position is created during the term of this Agreement which the Union contends should be included in the bargaining unit described in Section 1.1(a), the parties agree that they will attempt to resolve the question of the bargaining unit status of the position by mutual agreement. Should the parties agree that the new position properly belongs in the bargaining unit, the wage rate for the position shall be negotiated by the parties in line with existing classification rates set forth in Appendix A of this Agreement.

Section 19.3. Reclassification. The Employer may, when an employee shows the ability and qualifications, reclassify an employee from a number #1 position to a number #2. Said reclassification of an employee in the bargaining unit, or denial of an upward reclassification shall not be arbitrary or capricious but be based upon merit, including job performance, attendance, and annual evaluation.

ARTICLE 20 **WAIVER IN CASE OF EMERGENCY**

Section 20.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Sandusky County, or the Mayor of the City of Fremont, such as acts of God or civil disorder, time limits for the processing of grievances may be temporarily suspended by the Employer.

Section 20.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 21
HIGHER-RATED CLASSIFICATION PAY

Section 21.1. If an employee is specifically assigned to perform, and actually does perform, work falling within the job description of a higher-rated classification, the employee shall receive the rate of pay (either straight-time or overtime, as appropriate) associated with the higher-rated classification for all hours actually assigned and worked in that classification on that day, provided that the work in question does not also fall within the job description of the employee's regular classification.

ARTICLE 22
COMMERCIAL DRIVER'S LICENSE

Section 22.1. The Employer shall determine which vehicles and employees fall under the Ohio Commercial Driver's License Law and shall give the Union notice in writing of such vehicles and employees. It shall be each bargaining unit employee's responsibility to obtain a Commercial Driver's License (CDL) and renewals as required by law. Under no circumstances shall an employee be permitted to operate a City vehicle requiring a CDL unless the employee possesses a valid license. Once the employee obtains the CDL, he shall provide the license to the City for copying. Copies will be maintained in the personnel files.

Section 22.2. An employee may be excused from work, without pay, for time necessary to take his CDL examination if the request is made to his supervisor at least one (1) day in advance of the time requested.

Section 22.3. An employee who is unable to obtain a CDL where that is a requirement for him to perform his primary job duties will be eligible to bid on a vacant position for which he possesses the qualifications if that position does not require a CDL. If such a vacancy is not available, the employee will be placed on a maximum thirty (30) day leave of absence without pay in order to have further opportunity to pass the testing requirements. The employee shall be subject to discipline up to and including termination if he does not pass the appropriate test within the thirty (30) day leave of absence period.

Section 22.4. It is the employee's responsibility to notify the Employer immediately if his license is suspended, revoked, cancelled, or if he is disqualified from driving.

Section 22.5. Any employee occupying a position for which a CDL is required shall be subject to discipline up to and including termination if he is unable to perform his primary job duties because he fails to properly renew his CDL, or has his CDL suspended or revoked. Disciplinary action, including termination of employment shall be at the discretion of the Employer.

Section 22.6. Effective January 1; 1996, Department of Transportation, Federal Highway Administration rules on “Controlled Substances and Alcohol Use and Testing” (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation Workplace Drug and Alcohol Testing Programs” (49 CFR part 40). The parties to this Agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the Employer’s independent authority under those rules. Prior to the effective date of these rules, the Employer will provide to all affected employees the required awareness training and with training regarding the required testing, including random, required by the rules. All drug/alcohol testing required by the rules specified in this Section shall be paid for by the Employer for bargaining unit members but not for follow-up testing on return to work and random follow-ups. The Employer agrees to meet with the Union prior to the effective date of these rules to confer on their impact.

Section 22.7. The Employer will reimburse the difference between a regular license and the cost of a CDL license to employees providing proof of renewal.

ARTICLE 23 **ENTIRE AGREEMENT**

Section 23.1. This Agreement constitutes the complete and entire agreement between the parties and all prior agreements and practices are hereby cancelled, and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 24 **SEVERABILITY/CONFORMANCE WITH LAW**

- (a) **Civil Service.** The parties recognize that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

- (b) **Supervening Law.** The parties recognize that laws pertaining to civil rights, affirmative action, unemployment compensation, worker’s compensation, Public Employees Retirement System, residency requirements, and Section 4117.01 et seq., Ohio Revised Code, prevail over conflicting provisions of this Agreement. However, nothing herein shall be construed as invalidating any provisions of this Agreement establishing benefits exceeding the minimum requirements of any said laws and/or provision(s) thereof.

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

- (c) **Severability.** Should any portion of this Agreement be hereafter determined to be void or unenforceable as the result of any law, court decision, federal or state administrative decision, or tribunal determination (including opinions of the Ohio Attorney General), such determination shall not affect the remainder of the Agreement, the terms and conditions hereof being severable in nature. In the event any such provision is found to be invalid, the parties shall meet promptly for the purpose of negotiating a proper, lawful provision as a substitute for the conflicting provision.

ARTICLE 25 **TERMINATION**

Section 25.1. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until the 31st day of December 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. To this end, the parties agree that form is of the essence and, further that a desire to modify is not a notice of termination.

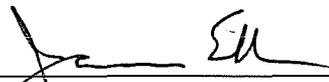
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than five (5) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNATURE PAGE

Executed this 20th day of March, 2014 after receiving approval by the City Council and ratification by the Union members.

FOR THE CITY OF FREMONT:

FOR THE LOCAL #532 AND OHIO COUNCIL 8, AFSCME:



James Ellis, Mayor



Adam McGuire, Staff Representative



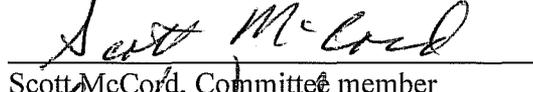
Robert Ward, Safety-Service Director



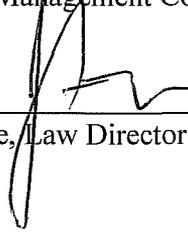
Ty Stout, Committee member



Fred Lord, Management Consultant



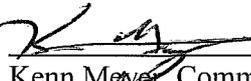
Scott McCord, Committee member



James Melle, Law Director



Jon Wehring, Committee member



Kenn Meyer, Committee member



Tim Sweeney, Committee member

APPENDIX A

EFFECTIVE JANUARY 1, 2014

STEPS

| <u>Pay Grade</u> | <u>A-Start</u> | <u>B-End of Probation</u> | <u>C-Full Rate</u> |
|------------------|----------------|---------------------------|--------------------|
| 11 | \$13.74 | \$15.70 | \$18.68 |
| 12 | \$14.25 | \$16.32 | \$19.52 |
| 13 | \$15.02 | \$17.00 | \$20.30 |
| 14 | \$15.61 | \$17.70 | \$21.08 |
| 15 | \$16.32 | \$18.37 | \$21.94 |
| 16 | \$17.09 | \$19.23 | \$22.88 |
| 17 | \$17.82 | \$19.99 | \$23.84 |
| 18 | \$18.66 | \$20.77 | \$24.89 |
| 19 | \$19.45 | \$21.65 | \$25.96 |
| 20 | \$20.27 | \$22.59 | \$27.03 |

(the above represents a 2% increase)

APPENDIX A — CONTINUED

EFFECTIVE JANUARY 1, 2015

| <u>Pay Grade</u> | <u>STEPS</u> | | |
|------------------|----------------|---------------------------|--------------------|
| | <u>A-Start</u> | <u>B-End of Probation</u> | <u>C-Full Rate</u> |
| 11 | \$14.01 | \$16.01 | \$19.05 |
| 12 | \$14.54 | \$16.65 | \$19.91 |
| 13 | \$15.32 | \$17.34 | \$20.71 |
| 14 | \$15.92 | \$18.05 | \$21.50 |
| 15 | \$16.65 | \$18.74 | \$22.38 |
| 16 | \$17.43 | \$19.61 | \$23.34 |
| 17 | \$18.18 | \$20.39 | \$24.32 |
| 18 | \$19.03 | \$21.19 | \$25.39 |
| 19 | \$19.84 | \$22.08 | \$26.48 |
| 20 | \$20.68 | \$23.04 | \$27.57 |

(the above represents a 2% increase)

APPENDIX A — CONTINUED

EFFECTIVE JANUARY 1, 2016

| <u>Pay Grade</u> | <u>STEPS</u> | | |
|------------------|----------------|---------------------------|--------------------|
| | <u>A-Start</u> | <u>B-End of Probation</u> | <u>C-Full Rate</u> |
| 11 | \$14.29 | \$16.33 | \$19.43 |
| 12 | \$14.83 | \$16.98 | \$20.31 |
| 13 | \$15.63 | \$17.69 | \$21.12 |
| 14 | \$16.24 | \$18.41 | \$21.93 |
| 15 | \$16.98 | \$19.11 | \$22.83 |
| 16 | \$17.78 | \$20.00 | \$23.81 |
| 17 | \$18.54 | \$20.80 | \$24.81 |
| 18 | \$19.41 | \$21.61 | \$25.90 |
| 19 | \$20.24 | \$22.52 | \$27.01 |
| 20 | \$21.09 | \$23.50 | \$28.12 |

(the above represents a 2% increase)

APPENDIX B
BARGAINING UNIT CLASSIFICATIONS/PAY RANGES

PAY RANGE ASSIGNED

JOB CLASSIFICATION

Water Pollution Control Center

| | |
|----|------------------------------|
| 16 | Wastewater Operator 1 |
| 18 | Wastewater Operator 2 |
| 20 | Laboratory Technician 2 |
| 18 | Laboratory Technician 1 |
| 16 | Plant Maintenance Mechanic 1 |
| 18 | Plant Maintenance Mechanic 2 |
| 11 | Laborer 1 |
| 13 | Laborer 2 |
| 20 | Maintenance Specialist |

Water Treatment Plant

| | |
|----|------------------------------|
| 16 | Water Supply Operator 1 |
| 18 | Water Supply Operator 2 |
| 11 | Laborer 1 |
| 13 | Laborer 2 |
| 20 | Laboratory Technician 2 |
| 18 | Laboratory Technician 1 |
| 16 | Plant Maintenance Mechanic 1 |
| 18 | Plant Maintenance Mechanic 2 |

Water and Sewer Maintenance Department

| | |
|----|----------------------------|
| 11 | Laborer 1 |
| 13 | Laborer 2 |
| 14 | Motor Equipment Operator 1 |
| 16 | Motor Equipment Operator 2 |

Engineering Department

| | |
|----|--------------------------|
| 17 | Engineering Technician I |
|----|--------------------------|

APPENDIX B — CONTINUED

Streets/Parks

| | |
|----|-----------------------------|
| 11 | Laborer 1 |
| 13 | Laborer 2 |
| 14 | Motor Equipment Operator 1 |
| 16 | Motor Equipment Operator 2 |
| 16 | Auto Mechanic |
| 11 | Park Maintenance Worker 1 |
| 13 | Park Maintenance Worker 2 |
| 16 | Park Maintenance Mechanic 1 |
| 18 | Park Maintenance Mechanic 2 |

Utility Billing Office

| | |
|----|--------------------------|
| 13 | Water Service Technician |
|----|--------------------------|

APPENDIX C

DRUG FREE WORKPLACE POLICY

DRUG FREE WORKPLACE POLICY

I. Notice Upon Hiring

- A. All prospective employees will receive a copy of the Employer's Drug Free Workplace Statement, Policy, and Drug Testing Policy; and will be required to sign a receipt which will become a permanent part of the employee's personnel file.
- B. In addition, all prospective employees will be required to sign a written acknowledgement to the effect that:
 - 1. They understand and support the City's Drug Free Workplace Policy;
 - 2. They agree to refrain from violating this policy while in the employ of the City of Fremont;
 - 3. They acknowledge in advance that they understand that a violation of the policy may result in discipline which may include termination from employment when supported by evidence;
 - 4. They acknowledge that they have been warned that drug testing of employees will be conducted where there is individualized reasonable suspicion of drug use or drug impairment.

II. Distribution of Drug Free Workplace Policy to Current Employees

- A. All current employees will receive a copy of the Employer's Drug Free Workplace Statement Policy; and will be required to attend a training session on the policy and sign that they have attended such a training session.

III. The Drug Free Workplace Policy

- A. Definitions: For purposes of this policy:
 - 1. Employer — The City of Fremont, Ohio.
 - 2. Employee — means any person; i.e., management, supervisory, or non-supervisory, who is paid in whole or in part by the City.

APPENDIX C — CONTINUED

3. Controlled Substance — means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 O.R.C.).
4. Conviction — means any finding of guilt, including a plea of nolo contendere (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
5. Criminal Drug Statute — means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with 3719.01 et seq. O.R.C.

B. Regulations

1. It is the policy of the Employer to maintain a safe and protective workplace free of drugs and free of drug use.
2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the Employer's workplace is strictly prohibited and may result in criminal prosecution and employee discipline which may include termination from employment.
3. Any employee convicted of any federal or state criminal drug statute must notify the Employer of that fact within five (5) calendar days of the conviction. This applies to convictions resulting from unlawful acts which take place in whole or in part in the Employer's workplace or while conducting City business.
4. Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program. If the Employer decides to hold disciplinary action in abeyance while an employee participates in drug rehabilitation, the employee assistance will remain confidential and will not be noted in the employee personnel file, provided the employee signs a release authorizing the Employer to verify treatment and rehabilitation.
5. If an employee, prior to any incident which may result in discipline, requests the Employer's cooperation while he seeks drug rehabilitation, the employee's job will not be jeopardized and such will not be noted in his personnel file provided that the employee signs a release authorizing the Employer to verify treatment.

APPENDIX C — CONTINUED

6. Any employee convicted of a workplace related drug offense, who fails to report the conviction as required by the above will be disciplined up to and including termination from employment.

IV. The Drug Testing Policy

- A. In order to maintain a safe and healthful work environment, the Employer reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
- B. In a case in which an employee is acting in an abnormal manner, and where the Employer has a reasonable suspicion to believe that the employee is under the influence of the substances referenced in paragraph "A" above, the Safety-Service Director will be advised in accordance with paragraph "C" below. For purposes of the above, "reasonable suspicion" means suspicion based on personal observation by an Employer representative, including but not limited to, descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
- C. Any management Employer or representative who entertains this reasonable suspicion of substance abuse will complete a "reasonable suspicion" documentation form. Once this form has been completed and communicated to the Safety-Service Director, the Safety-Service Director may either contact the Union representative to suggest treatment, or may require the employee to go to a medical clinic, at the Employer's expense, to provide either blood or urine specimens.
- D. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and to release the test results to the Employer.
- E. Any bargaining unit employee who has been ordered to undergo blood or urine testing may, upon timely request, be accompanied to the testing site by a steward or co-worker, if available. Under no circumstances will a test be delayed due to the absence or tardiness of the employee's representative or co-worker.
- F. A refusal to provide either blood or urine specimen will constitute insubordination and a presumption of impairment, and may result in discharge.
- G. Any employee tested in accordance with the above procedure may, if the test results are positive, request immediate retesting at the Employer's expense; or may request, in advance of the original test, that a portion of the original specimen be delivered to a third party for testing at the employee's expense.

APPENDIX C — CONTINUED

- H. The results of any such test will constitute medical information and will remain confidential save for their use in official safety investigations, criminal prosecution of the employee, or any action necessary to defend the discharge or discipline of the employee.
- I. If the above test fails to disclose a positive concentration of controlled substance, the reasonable suspicion documentation form will be expunged.
- J. Random drug testing will comply with the provisions of Part 40 – Procedures For Transportation Workplace Drug and Alcohol Testing Programs.
- K. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program as is provided in III(B)(4) above that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and attendance time days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay not to exceed ninety (90) days.

V. Testing For Controlled Substances

- A. Any substance abuse test conducted under this policy must conform with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as promulgated by the U.S. Department of Health and Human Services, April 11, 1988 (53 FR 11170), as they may be amended.

VI. Policy Distribution

Each employee will receive annually an information package containing:

1. Information concerning the dangers of drug abuse in the workplace.
2. A current copy of the Employer's posted/published statement.
3. A current copy of the Employer's Drug Free Workplace Policy.