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13-MED-09-0948  
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**AGREEMENT BETWEEN THE  
CITY OF CAMPBELL, OHIO  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, LOCAL 759, OHIO COUNCIL 8**

**SERB Case No. 2013-MED-09-0948**

**Effective January 1, 2015  
Expires December 31, 2017**

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## **PREAMBLE**

This contract entered into by the City of Campbell, Ohio, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees (AFSCME), Local 759, Ohio Council 8, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for resolving of differences.

## **ARTICLE 1** **INTENT OF CONTRACT**

It is the intent and purpose of the parties hereto to set forth herein the basic understanding covering wages, salary, fringe benefits, hours of work and other conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt and equitable adjustment of alleged grievances.

## **ARTICLE 2** **RECOGNITION**

The Employer hereby agrees, and does hereby recognize AFSCME, Local 759, Ohio Council 8, hereinafter referred to as the "Union," its designated agents or representatives, as the sole and exclusive bargaining agent for all Campbell, Ohio, city employees listed below:

Included: Operator; Operator I; Operator II; Operator III; Chemist/Operator; Utility Laborer/Meter Reader; Utility Laborer/Truck Driver; Account Utility Clerk; Janitor; Mechanic; Equipment Operator; Foreman; Plant Maintenance Man; Utility Laborer.

Excluded: Supervisors in Water & Street; Secretaries to the Mayor and Law Director; all other Management Level, Confidential, and Professional Employees; Students; Seasonal and Casual Employees.

In the event the Employer, during the term of the agreement, establishes a new classification(s), the Employer shall give the Union a written notice of said classification(s). The Employer, upon written request from the Union, will meet with the representative of the affected bargaining unit(s) for the purpose of discussing whether such classification(s) shall be included in or excluded from the bargaining unit(s). In the event the parties are unable to agree, the question may be submitted by either or both parties to the State Employment Relations Board (SERB), whose determination shall be final and binding on the parties.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 3.1.** The Employer retains the exclusive rights to manage and direct its working force. In the exercise of this right, the Employer shall observe the provisions of this Agreement as well as the provisions of applicable legislation, specifically Ohio Revised

Code Sections 4117.08 (C) (1) through (C) (9), and Ohio Revised Code Section 4117.10. The rights to manage and direct the working force include the right to hire, suspend, or discharge for proper cause; the right to schedule employees, transfer, assign or re-assign employees; and to relieve employees from duty for lack of work or other legitimate reasons.

The determination of proper cause or other legitimate reasons is subject to this contract's grievance procedure as per Ohio Revised Code.

#### **ARTICLE 4** **HOURS OF WORK**

**Section 4.1. Normal Hours.** The normal hours of work each day shall be consecutive. Each work shift shall have a regular starting and quitting time as determined by the departmental "work rules."

**Section 4.2.** A normal work week shall consist of five (5) consecutive, eight (8) hour days, or that number of scheduled hours over eight (8) per day as agreed to by the parties, including one-half (1/2) hour lunch period within the confines of a calendar week, except for employees engaged in a continuous operation, the work week shall be established as five (5) consecutive, eight (8) hour days, or that number of scheduled hours over eight (8) per day as agreed to by the parties, including one-half (1/2) hour lunch period with two (2) consecutive days off. Continuous operation shall be defined as any operation in which an employee or group of employees are in operation for which there is regular scheduled employment, for twenty-four (24) hours, seven (7) days each week.

For employees working in the Municipal Building, the normal work week, because of the exclusive nature of the Municipal Building's hours of operation, shall be governed by ordinance.

**Section 4.3.** The regular, normal work day, except for those employees working in the Municipal Building, shall consist of eight (8) consecutive hours of work, or that greater number of scheduled hours over eight (8) per day as agreed by the parties, including one-half (1/2) hour paid lunch period.

**Section 4.4.** All hours paid in excess of the normal scheduled work day and normal scheduled work week shall be defined as overtime work in the Street and Water Treatment Plant. Overtime compensation shall be at the rate of one and one-half (1 1/2) times the employee's hourly rate. The hourly rate shall include the premiums, tack-on, and differential pay that the employee is receiving.

**Section 4.5.** Part-time employees shall not be assigned to overtime which has traditionally been worked by full-time employees.

**Section 4.6.** All employees who are required to work overtime must have the approval of the head of the department and the approval of the Director of Administration prior to commencing overtime work.

**Section 4.7.** Overtime will be distributed based upon accumulated overtime hours. Employees will be listed in order of seniority and accumulated overtime hours in specific job classifications. Employees with the lowest amount of total overtime within the classification requiring overtime will be called first and then in order of lowest to highest.

**Section 4.8.** Employees who are contacted and are physically able shall be required to report for work when such work is of an emergency nature.

## **ARTICLE 5** **SUPERVISORY WORK**

No supervisory personnel shall perform work normally done by the bargaining unit employees except when such bargaining unit employees are not available or in the event of extreme emergencies, or are occupied because of other assigned duties.

## **ARTICLE 6** **WORK RULES**

**Section 6.1.** The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees and the conduct of the Employer's services and programs. The Employer agrees that departmental work rules, regulations, policies and procedures, which affect working conditions and performance, shall be subject to the grievance procedure to the extent that they conflict with this agreement.

**Section 6.2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter at least fifteen (15) calendar days prior to the date of implementation. The Union reserves the right to grieve the reasonableness of any newly established or modified work rule.

**Section 6.3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

## **ARTICLE 7** **SEPARABILITY AND LEGALITY**

**Section 7.1.** It is the intent of the Employer and the Union that this contract and its various provisions shall be effective and carried out in accordance with applicable law. If any provision or part of this contract is found to be contrary to law and illegal by a court having jurisdiction and authority to make that decision, that provision, article, or part of this contract so held to be illegal shall alone be null and void. The remainder of this contract in all parts shall remain in full force and effect.

In the event that any part of this contract should be found by the proper court to be contrary to law, the Employer and the Union shall meet within fourteen (14) days of the finalization of

the decision to discuss same and to determine whether a lawful alternative provision can be agreed upon. In the event this meeting should occur, the only matter to be discussed would be the question of a lawful alternative provision.

**ARTICLE 8**  
**UNION DUES/FEE DEDUCTION**

**Section 8.1.** All employees, whether full-time or part-time, who are eligible to hold membership in the Union shall become either:

1. A member of the Union and execute an authorization for dues deductions on a form provided by the Union.
2. In the alternative, the Employer shall deduct from the wages of the employee(s) not applying for membership a "fair share" fee in the amount set forth in written notification by the Union. Such notice shall be provided not later than January 31 of each year. Payroll deductions for "fair share" fees shall commence sixty (60) days following the beginning of employment.

**Section 8.2.** All bargaining unit members shall either authorize payroll deduction for the payment of dues or the fair share fee, in full, directly to the Union. The Employer shall provide each newly hired bargaining unit member with a copy of AFSCME's fair share fee notice within the first thirty (30) days of employment. AFSCME shall provide the Employer with a sufficient supply of these notices to allow the Employer to meet this obligation. The Employer shall require the newly hired bargaining unit employee to sign a receipt acknowledging the notice was presented and then mail the original receipt to the Ohio Council 8 Regional Office.

Such deductions shall be made in twenty-six (26) equal installments beginning with the first pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee.

**Section 8.3.** The Employer's Payroll Department shall forward to the Union Treasurer the amount of the dues/fees, along with a complete description by name and amount, for each employee. This shall be done within ten (10) days following each payroll deduction. The Employer shall also note the name of each employee whose name has been dropped from the prior list and the reason for the omission.

**Section 8.4.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and 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.

The Employer shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues, fees, and assessment deductions.

**Section 8.5.** The Employer agrees to deduct from the wages of any employee who is a member of the Union and who signs a voluntary authorization a PEOPLE deduction as provided for in the written authorization. This authorization must be signed by the employee and may be revoked by him at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee from whose pay this deduction has been made and the amount deducted during the period covered by the remittance. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## **ARTICLE 9** **SENIORITY**

**Section 9.1.** Seniority shall be computed by length of accumulated, uninterrupted, full-time service with the Employer. Each department shall post a departmental seniority list covering the employees in such department. Seniority is interrupted through voluntary resignation, termination of employment, layoff in excess of thirty-six (36) months, failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days, unless such absence is excused by the Employer and Union in joint meeting.

**Section 9.2.** The principle of departmental seniority shall be used in making daily job and shift assignments, and layoffs and recalls.

Seniority in this section shall be construed as departmental seniority, except as provided above.

## **ARTICLE 10** **REDUCTION IN FORCE**

**Section 10.1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328 and OAC 123: 1-41-01 to 123: 1-41-22.

**Section 10.2.** Whenever the Employer determines that a layoff is necessary, the Employer shall notify the affected employee(s) in writing at least ten (10) calendar days prior to the date of the layoff. The Union President or his/her designee shall likewise be sent a copy of layoff notices served on any employee(s).

**Section 10.3.** All layoffs shall be by departmental seniority. Should it become necessary to reduce the work force in a particular department, employees shall be laid off in the following order:

1. seasonal, temporary, and intermittent employees;
2. student employees;
3. probationary part-time employees;
4. part-time employees;
5. new employees who have not completed their probationary period;
6. full-time employees who have completed the probationary period with the least seniority being laid off first.

**Section 10.4.** For the purposes of this article, individual departments are the Street Department and Water Department.

**Section 10.5.** In the event that an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible, but no later than thirty (30) days after the layoff.

**Section 10.6.** A laid off employee shall accumulate seniority during any period of layoff provided the employee retains recall rights as described in Article 11.

**Section 10.7.** A job abolishment shall be considered the same as a layoff for purposes of this article. Prior to any job abolishment, the Employer agrees to meet and discuss possible alternatives to the job abolishment with the Union.

**Section 10.8.** For purposes of layoffs, the following are separate departments:

**Water Department**

Operator 3  
 Operator 2  
 Operator 1  
 Operator  
 Chemist / Operator  
 Plant Maintenance Man  
 Account Utility Clerk  
 Utility Laborer  
 Meter Reader

**Street Department**

Foreman  
 Equipment Operator  
 Utility Laborer / Truck Driver  
 Utility Laborer  
 Janitor  
 Mechanic

**ARTICLE 11**  
**RECALL FROM LAYOFF**

**Section 11.1.** Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from each classification shall be the first to be recalled. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address. Employees who refuse recall to a classification from which they have been laid off shall lose all seniority and recall rights. Employees who fail to return to work within ten (10) calendar days of the date of recall, unless an extension is mutually agreed to between the Union and the Employer, shall

be placed at the bottom of the recall list. Employees shall remain on the appropriate recall list for three (3) years (thirty-six [36] months) from the effective date of the layoff, provided they maintain any certification required for their position, at City expense, to be reimbursed upon recall. Employee(s) will provide proper documentation identifying such expenses.

**Section 11.2.** When employees are laid off, the Employer shall create and maintain a layoff and recall list for each department.

**Section 11.3.** Notice of recall will be sent to the employee by registered mail with a copy to the Union. The Employer will be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 11.4.** In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limits above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be bypassed for recall, but shall remain on the recall list for the time of layoff, but not to exceed thirty-six (36) months or the length or seniority, whichever is less.

**Section 11.5.** Employees shall retain the right to grieve the question of whether proper notice of recall has occurred.

## **ARTICLE 12** **GRIEVANCE PROCEDURE**

**Section 12.1.** The term “grievance” shall mean an allegation by a bargaining unit employee or by the Union that there has been a breach, misinterpretation, or improper application of this Agreement, including disciplinary actions.

**Section 12.2.** A grievance under this procedure may be brought by any member of the bargaining unit or the Union. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance, but all members of the group will sign the grievance form.

**Section 12.3.** Grievances may be submitted to the appropriate step in the grievance process that has the authority to adjust the grievance. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management’s answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

**Section 12.4.** The written grievance shall be submitted in writing and shall contain the following information:

- aggrieved employee's name;
- aggrieved employee's classification;
- name of employee's immediate supervisor;
- date and approximate time or incident giving rise to grievance;
- date grievance was first discussed;
- date grievance was filed in writing at Step 1; or Step 2 where appropriate;
- a brief statement of the facts involved in the grievance; and
- the remedy requested to resolve the grievance.

**Section 12.5.** The time limitations provided for in this article may be extended by mutual agreement between Employer and the Union.

**Section 12.6.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. For the purposes of this section, all use of the term "days" shall be defined as calendar days. A grievance as defined by this Agreement shall be processed in the following manner:

**Step 1**

The grievance shall be presented in writing to the Department Head within seven (7) calendar days after knowledge of the incident giving rise to the grievance. The Department Head shall meet with the grievant and the local Union representative/steward (chapter chair or president) within five (5) calendar days and then shall render a decision and answer said grievance in writing within seven (7) calendar days of the meeting. If the Union does not consider the matter resolved, he may advance the grievance to Step 2 within seven (7) calendar days of the receipt of the Department Head's decision.

**Step 2**

If the Union is not satisfied with the response and answer of the Employer as given in Step 1, the Union may submit the grievance in writing to the Mayor or his designee within seven (7) days. The Mayor or his designee shall conduct a hearing on the matter within fourteen (14) days of receipt of the grievance. The grievant, the local Union representative, and the Ohio Council 8 representative shall be afforded the opportunity to present their respective case. Within seven (7) days of the close of the Mayor's hearing, the Mayor or his designee shall render his decision in writing to the grievant and the Union.

**Step 3 — Arbitration**

If the grievance is unresolved at Step 2, the Union may, within fourteen (14) calendar days of the decision of the Mayor or his designee, request in writing that the grievance be submitted to arbitration. The Union shall determine its counselor representative to the proceeding and shall notify the City in the matter when the demand for arbitration is served.

### Selection of the Arbitrator

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of seven (7) names of arbitrators from the FMCS. Upon receipt of the panel of names, but not less than seven (7) days after receipt, the parties shall meet or confer for the purpose of selecting an arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall strike first from the list of names submitted. The other party shall then strike, and the procedure continued with the alternate striking of names. The remaining name shall be appointed as the arbitrator.

### Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to arbitration, and cannot alter the terms and conditions of this agreement. The arbitrator's decision is subject to judicial review in accordance with the Ohio statutes.

### Arbitration Expenses

The expenses and the charges of the FMCS shall be borne equally by the parties. The expenses of the arbitration hearing/arbitrator's fees shall be paid by the losing party. However, in the event of a split decision as determined by the arbitrator, the expenses shall be determined by the arbitrator.

The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness, except that employee witnesses and representatives shall be present with no loss of regular (non-overtime) pay.

## **ARTICLE 13** **DISCIPLINARY PROCEDURES**

**Section 13.1.** No form of disciplinary action (suspension, reduction in pay or position, or discharge) will be taken against any employee except for just cause.

**Section 13.2.** Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 13.3.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary hearing shall be held to

investigate the matter. The Employer shall notify the employee and the Union in writing of the exact charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 13.4.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Instruction and Cautioning:	Six (6) months
Written Warning:	Twelve (12) months
Suspension:	Twenty-four (24) months

**Section 13.5.** The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 13.6.** A member of the bargaining unit may request an opportunity to review his personnel record during non-work times except for pre-employment letters of reference and confidential medical information as covered by law. An employee may have an officer or representative member of the Union present when reviewing his file. A request for copies of items included in the file will be honored, except for documents noted above. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when written reprimands are placed in their personnel files.

## **ARTICLE 14** **VACATION SCHEDULE AND PAY**

**Section 14.1.** Each full-time officer and full-time employee of the City of Campbell shall be entitled to a vacation based upon the years of service as follows:

- A. New employees with less than one (1) year of service are not entitled to a vacation.
- B. Employees with one (1) year of service and under five (5) years of service shall receive two (2) weeks vacation.
- C. Employees with five (5) years of service and less than ten (10) years of service shall receive three (3) weeks vacation.

- D. Employees with ten (10) years of service and under fifteen (15) years of service shall receive four (4) weeks vacation.
- E. Employees with fifteen (15) years of service and under twenty (20) years of service shall receive five (5) weeks vacation.
- F. Employees with twenty (20) years of service or more shall receive six (6) weeks of vacation.

**Section 14.2.** Each employee shall be paid for the vacation that he is entitled to as fixed by the salary schedule heretofore adopted by Council.

**Section 14.3.** Vacations may be taken throughout the calendar year, subject to limitations set forth in this section. Employees shall notify their Department Head of their choice of vacation dates, on a form provided by the Employer, no later than January 1 of each year. Promptly thereafter, but no later than April 30 each year, the Employer shall post the vacation schedule with preference given to employees by departmental seniority.

- A. Any employee who fails to notify his department of his choice of vacation dates by January 1 shall thereafter be permitted to select his vacation dates which may be available at the time that they make application for vacation regardless of the departmental seniority. Requests for such leave shall be submitted in writing to the Superintendent at least three (3) work days prior to the time requested. The Employer reserves the right to deny any vacation requests due to staffing levels and/or work assignments. No more than one (1) Operator, Utility Laborer at the Water Plant, and/or Utility Laborer/Meter Reader may be granted vacation leave during the same work shift/time period. The Superintendent/Working Foreman may waive the advance notice and/or the number of individuals granted similar time(s).
- B. Vacation periods may be taken in one (1) week increments, unless shorter periods are approved in advance by the Employer.

**Section 14.4.** Any dispute arising out of the application of any section of this article may be processed as a grievance through the grievance procedure.

**Section 14.5.** Upon death on the job, the employee's estate shall be paid all accumulated but unused vacation time.

## **ARTICLE 15** **SICK LEAVE**

**Section 15.1 Crediting Sick Leave.** Sick leave credit for full-time employees shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Any accumulated sick leave earned by an employee with the Employer prior to the execution of the agreement shall remain to the employee's credit until used.

**Section 15.2. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

**Section 15.3. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or spouse, children (residing within a fifty [50] mile radius of the City of Campbell);
  2. Medical, dental or optical examination or treatment of employee during normally scheduled working hours;
  3. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
  4. Pregnancy and/or childbirth and other conditions related thereto.

**Section 15.4. Evidence Required for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 15.5.** When an employee is unable to work, he shall notify the supervisor or other designated person within one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 15.6. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

**Section 15.7. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required after an absence of more than two (2) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

**Section 15.8.** Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Upon retirement with ten (10) years or more:	
10 years – 20 years	40% up to 480 hours
20 years+	60% up to 720 hours

Payments will be made in three (3) annual installments.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the City at the time of separation under the Ohio Public Employees Retirement System (OPERS).

**Section 15.9. Conversion.** Upon death on the job, the employee's estate shall be paid sick leave on the following schedule:

- 3 – 10 years of service- 30% up to 30 days (240 hours) accumulated sick leave;
- 10 - 20 years of service- 40% up to 60 days (480 hours) accumulated sick leave;
- 20 plus years of service- 60% up to 90 days (720 hours) accumulated sick leave.

#### **ARTICLE 16** **VACATION BUY-BACK**

In the event that a manpower shortage occurs in the Water, Street, or Municipal Building departments because of accident, sickness, or vacation, and if said shortage creates an emergency as determined by the head of the respective department, and is concurred with by the City Administration, the City of Campbell will offer the option of buy-back up to fifty percent (50%) vacation time from the employees in order of seniority. Said option to purchase vacation time shall be paid for by the City of Campbell to said employees in order of seniority. Said option to purchase vacation time shall be reserved by the Employer. All vacation time purchased or all vacation time sold shall be paid for by the City of Campbell to said employee at the basic salary rate of said employee. Hourly rate shall be determined by using the following formula: the annual salary of said employee shall be divided by 2080 hours.

#### **ARTICLE 17** **ATTENDANCE INCENTIVE PROGRAM**

**Section 17.1.** The City agrees to make available, subject to the availability of funding, an attendance incentive program to bargaining unit members as an incentive for decreasing the amount of sick leave used, reducing incidents of lost time, etc. The City shall have the sole discretion to determine whether or not it has the funding to offer this program in any given year and whether or not it will be able to offer conversion options to bargaining unit members.

**Section 17.2. Vacation Sell-Back.** Any full-time employee who, after completion of six (6) years of service, maintains at least the following percentage of his earned sick leave shall be eligible to sell back vacation as follows:

- Five (5) but less than ten (10) years of service: employee maintaining eighty percent (80%) of his earned sick leave may sell back two (2) week of vacation;
- Ten (10) but less than fifteen (15) years of service: employee maintaining seventy-eight (78%) of his earned sick leave may sell back three (3) weeks of vacation;
- Fifteen (15) but less than twenty (20) years of service: employee maintaining seventy-four percent (74%) of his earned sick leave may sell back four (4) weeks of vacation; and,
- Twenty-three (22) or more years of service: employee maintaining seventy percent (70%) of his earned sick leave may sell back five (5) weeks of vacation.

**Section 17.3. Sick Leave Sell-Back.** In addition to the program above, an employee with twenty-three (23) or more years of service maintaining seventy percent (70%) of his earned sick leave may elect to sell back eighty (80) hours of sick leave earned during the previous year for a three (3) year period. The maximum sell back of sick leave shall not exceed two hundred forty (240) hours, and an employee electing this option shall not be eligible for the sick leave conversion payment in Article 15, Sick Leave.

**Section 17.4. Procedure.** If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation and/or sick leave, if any, he desires to sell back. The vacation and/or sick leave sold back to the Employer shall be paid to the employee by January 30 of the following year.

**Section 17.5.** Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 2 and 3.

## **ARTICLE 18** **HOLIDAYS – PAY – HOLIDAYS DECLARED**

**Section 18.1.** All bargaining unit employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

**Section 18.2.** Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

**Section 18.3.** To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled work day before and the scheduled work day after the holiday. For purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or outpatient will be viewed as hours worked. If a holiday occurs during a period when an employee is taking vacation or sick leave, the employee shall receive holiday pay as outlined above, but will not be charged for vacation or sick time.

**Section 18.4.** Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their holiday pay.

**Section 18.5.** For employees with a regular Monday through Friday work schedule, recognized holidays falling on a Sunday shall be observed on the following Monday, and recognized holidays falling on a Saturday shall be observed on the preceding Friday. For all other employees, recognized holidays shall be observed on the day on which they fall.

## **ARTICLE 19** **UNIFORMS – UNIFORM ALLOWANCE**

**Section 19.1.** Each employee of the Water and Street Departments, upon completion of a one (1) year probationary period, shall receive a clothing allowance of three hundred seventy-five dollars (\$375.00) per year, payable in semi-annual installments on June 1 and December 1 of each year. In the third year of this agreement, the clothing allowance will be increased to four hundred dollars (\$400.00).

## **ARTICLE 20** **FUNERAL LEAVE**

All employees of the City of Campbell are entitled to a personal leave of four (4) days off, including scheduled days off, for the death of a spouse, child, mother, father, sister, or brother, or if the funeral services are more than one hundred (100) miles from Campbell.

In the case of the death of a grandparent, mother-in-law, or father-in-law, the personal leave shall be three (3) days off.

## **ARTICLE 21** **LIFE INSURANCE**

The Employer will provide, as fringe benefits to the full-time employees and part-time employees with two (2) or more years of continuous employment with the City of Campbell, life insurance, accidental death and dismemberment insurance in the amount of ten thousand

dollars (\$10,000.00) per employee. Within sixty (60) days following the execution of this agreement, the amount described herein shall be fifteen thousand dollars (\$15,000.00). All premiums shall be paid by the Employer.

**ARTICLE 22**  
**HEALTH BENEFITS**

**Section 22.1.** The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, pursuant to the plan selected by the Employer. The Employer shall have the power to select carriers/providers, to establish benefit levels, adjust/set coverage levels, determine the method of provision and coverage, make mid-term plan adjustments, or make any other change to the insurance plan that it deems necessary. The participating employee may elect either single, with spouse, with children, family or other coverage offered under the plan(s). The Employer agrees to deduct bi-monthly premiums for those employees who voluntarily enroll in a supplemental health care plan.

**Section 22.2. Contribution Rates.** Bargaining unit employees shall be obligated to contribute, through payroll deductions, the following amounts toward the monthly premiums for their health care coverage/program:

For the duration of the agreement –	fifteen percent (15%) not to exceed sixty-five dollars (\$65.00) per month
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The above-referred to payments shall apply toward the plan the employee chooses to enroll in, subject to the availability of such plans as offered.

Effective beginning the third year of the agreement, the sixty-five dollar (\$65.00) cap shall be deleted and employees shall pay ten percent (10%) of the monthly premium cost.

Employees will receive a thirty-six cent (\$.36) per hour increase added to their hourly rate of pay.

**Section 22.3. Plan/Carrier Changes.** If, during the life of this agreement, it becomes necessary for the Employer to change carriers or make plan changes, the Employer agrees to meet with the Union in advance of such action and receive and consider input from the Union.

**ARTICLE 23**  
**INJURY ON DUTY PAY**

**Section 23.1.** A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed one hundred twenty (120) calendar days.

**Section 23.2.** In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the one hundred twenty (120) day period. Should a claim be denied at any time during the time period described in sections 22.1 and 22.2, the Employer's obligation to provide such payment(s) shall be terminated.

**Section 23.3.** After one hundred twenty (120) calendar days, should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

**Section 23.4.** Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred twenty (120) day period.

## **ARTICLE 24** **SAFETY AND HEALTH**

**Section 24.1.** A safety committee is hereby established and will consist of the following members, to wit: two (2) representatives of the City Administration and one (1) Union employee representative. This committee shall conduct work safety inspections every four (4) months, note safety hazards and make written recommendations to the City Administration and Council. These reports shall be given every four (4) months. The committee, when inspecting, shall consist of a maximum of three (3) members.

**Section 24.2.** It shall be the responsibility of the Employer to assign sufficient personnel to any project in order to maintain reasonable safety standards. In the absence of any supervisory personnel, an employee shall be designated as being in charge.

**Section 24.3.** It shall be the responsibility of the Employer to maintain an adequate inventory of supplies and to maintain the equipment in a safe state of repair.

**Section 24.4.** Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to observe safety rules, regulations, methods, or to appropriately use safety equipment that is provided, shall be subject to disciplinary action.

**Section 24.5.** Occupational safety and health is a mutual concern of the Employer and the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

The City shall provide and pay for Hepatitis "B" vaccine for all employees exposed to this risk.

**ARTICLE 25**  
**LONGEVITY PAY PLAN**

**Section 25.1.** Longevity pay for members of the Water Department, Street Department, and Municipal Building employees shall be paid by the Employer commencing on the first day of January following the completion of five (5) years of service. The rate of compensation of longevity pay is hereby established at two dollars seventy-five cents (\$2.75) per month for each year of service.

The maximum payment to any employee shall be six hundred dollars (\$600.00). This payment shall be made on the first Thursday of December in each year.

**ARTICLE 26**  
**SHIFT DIFFERENTIAL**

**Section 26.1.** Shift differential pay shall be added to the standard rate of pay in the Water and Street Departments in the following manner:

- A. 4:00 p.m. to 12:00 a.m. Twenty-five cents (\$0.25) per hour additional
- B. 12:00 a.m. to 8:00 a.m. Thirty cents (\$0.30) per hour additional

**ARTICLE 27**  
**SUBCONTRACTING**

There shall be no subcontracting or abolishment of jobs that would cause any bargaining unit employees to be laid off or reduced in regularly scheduled work hours.

It is understood and agreed that the Employer shall continue to have the ability to subcontract lab testing, the cleaning and repair of roads, and other duties outside the skills described in the job classifications in place at the time of acceptance of this Agreement. Further, it is agreed that the Employer will, when practicable, meet with the Union with advance notice of the necessity to subcontract the maintenance of sewer and water lines.

**ARTICLE 28**  
**PROBATIONARY PERIOD**

All original and promotional appointments, including provisional appointments, shall be for a probationary period of one hundred eighty (180) calendar days. Service as a provisional employee in the same or similar classifications shall be included in the probationary period.

A newly hired (original) probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

A newly promoted employee will be required to successfully complete a probationary period in the newly appointed/awarded position.

A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during the above-referenced probationary period.

**ARTICLE 29**  
**WAGES**

**Section 29.1.** Except as provided herein and in Article 22, the bargaining unit employees shall receive the wages and pension pick-up benefits set forth in "Appendix "A" attached hereto.

Employees who are employed as of the effective date of this agreement shall receive a lump sum bonus payment of eleven hundred dollars (\$1,100.00) each, payable within thirty (30) calendar days following execution of the agreement. Said amount shall be subject to all/any required deductions.

Effective January 1, 2016, employees shall receive a two percent (2%) increase in their hourly rate of pay.

Effective January 1, 2017, employees shall receive a two percent (2%) increase in their hourly rate of pay.

**ARTICLE 30**  
**DRUG AND ALCOHOL POLICY**

The parties shall abide by the terms and conditions of the Drug and Alcohol Policy set out in "Appendix B" attached hereto. The parties agree that all City employees shall be covered by and subject to a City-administered Drug and Alcohol Testing Program.

**ARTICLE 31**  
**VACANCIES, PROMOTIONS, AND TRANSFERS**

**Section 31.1.** Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, and such a position is not filled through recall from layoff, a notice of such vacancy shall be posted on the Employer's bulletin boards for five (5) working days. The Employer shall not be obligated to consider any applications submitted after the posting date nor any applicants who do not meet the minimum qualifications for the job. The Notice of Vacancy shall contain the following information: classification, department, pay range, qualifications for the job, a brief description of the job duties, effective date and expiration date of the posting.

Employees who may be leaving on vacation, sick leave, or other authorized leave of absence may submit a bid or application for a vacancy that may exist or for any job the employee wishes to bid on for future consideration prior to commencing such leave. Additionally, a Union steward may submit a bid on behalf of an employee during such absence, provided the absent employee's signature is included on the bid.

**Section 31.2.** Once a position which has been established in the bargaining unit then becomes vacant, the position shall be awarded to the most senior individual who best meets the qualifications established by the Employer. If two (2) or more applicants are considered by the Employer to be substantially equal in meeting the established criteria, then seniority shall govern in the awarding of the position. An employee who is promoted into a bargaining unit position shall have a one hundred twenty (120) day probationary period in which to prove his ability to perform the job. If the employee cannot satisfactorily perform the job within the probationary period, he shall be returned to the same job and same rate of pay he held prior to the promotion.

**Section 31.3.** Once the selection has been made, the Employer will notify all applicants and the Union President/designee of the selection, or of the fact that no selection was made. An employee who bids and is not selected for failure to meet qualifications may grieve.

**Section 31.4.** An employee who is newly hired, promoted, or successfully bids on a different classification may not bid on another position for a period of six (6) months from the date the employee begins work duties in the job assignment, unless such time period is specifically waived by the Employer. Any employee who is promoted shall be compensated at the applicable higher rate of pay commencing upon the first day the employee assumes the duties of that permanent position.

**Section 31.5.** Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for one (1) thirty (30) day period, pending the Employer's determination to fill the position as a permanent vacancy. However, temporary vacancies known to exceed thirty (30) days (extended temporary vacancies) due to extended leaves of absence will be filled by the Employer utilizing the bidding process.

The Employer shall assign a bargaining unit employee to a temporary vacancy and the employee shall be returned to his/her permanent position at the end of the assignment.

The parties agree and understand that the determination to fill either a temporary vacancy or permanent vacancy is at the sole discretion of the Employer.

**Section 31.6.** The Employer shall develop position descriptions listing qualifications, department, duties and essential functions of each position in the bargaining unit. The Union shall have an opportunity to meet with the Employer and give input into the position descriptions. After a thirty (30) day period of discussion and input, the position descriptions shall be considered the source of qualifications for posting and job selections. Qualifications shall consist of knowledge, skills and ability necessary to perform the essential functions of the positions.

**ARTICLE 32**  
**CALL-IN PAY**

Employees who are called in to work at a time when they are not regularly scheduled, and which time does not abut their regular work time, shall receive pay at the overtime rate for four (4) hours work. In the event they work more than four (4) hours, they will be paid at the overtime rate for actual time worked.

**ARTICLE 33**  
**LICENSE PAY**

**Section 33.1.** Employees who must travel out of the City of Campbell to take a license exam will be reimbursed for reasonable travel expenses. Employees who must travel out of the City of Campbell to complete continuing education courses will be reimbursed for reasonable travel expenses. Employees are eligible for such reimbursement one time only for each type of license, as described in Section 2. Reasonable travel expenses shall be as follows:

- A. Employees shall be reimbursed for mileage at the current Employer rate for the use of a privately owned vehicle
- B. Mileage reimbursement shall be payable to only one (1) or two (2) or more employees traveling on the same trip and in/on the same vehicle. The names of all persons traveling together shall be listed on the travel voucher.
- C. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required when charges are in excess of two dollars (\$2.00).

**Section 33.2.** The Employer shall reimburse employees, one time only, the fees and expenses associated with taking the license exam for each Water Treatment Class license or CDL. In no event will the Employer reimburse for subsequent attempts to obtain any one level or type of license or CDL exam; the Employer will, upon prior approval, pay fifty percent (50%) of the tuition cost up front and fifty (50%) upon course completion. Documentation of course attendance and/or completion is required.

**Section 33.3.** An employee taking a license examination shall not lose straight time pay for the first attempt at each license Class or a CDL. Employees may use vacation or compensatory time for any subsequent attempts at obtaining the same license.

**Section 33.4.** Employees who are assigned as a heavy equipment operator (HEO), or who hold a Commercial Driver's License or a Water Treatment Lab License, as required by their respective job duties, will receive seventy-five cents (\$.75) per hour for such position (HEO) or license over the base hourly rate.

**Section 33.5.** Employees who are temporarily assigned by the supervisor to perform the duties as a heavy equipment operator (HEO) shall be paid an additional fifty cents (\$.50) per hour for all hours performing such assignment.

Employees who hold a Commercial Driver's License (CDL) and who are temporarily assigned by the supervisor to perform duties that require a CDL shall be paid an additional fifty cents (\$.50) per hour for all hours performing such assignment.

Employees who are assigned to repair sewer basins shall receive an additional fifty cents (\$.50) per hour for all hours performing such work.

Employees who hold an Ohio EPA license(s) shall receive the following:

- \$.50 per hour for Class I Ohio EPA license
- \$1.00 per hour for Class II Ohio EPA license
- \$1.50 per hour for Class III Ohio EPA license

The above-referenced amounts are non-cumulative.

Effective the first full pay period following the first anniversary date of the agreement:

- \$.75 per hour for Class I Ohio EPA License
- \$1.25 per hour for Class II Ohio EPA License
- \$1.75 per hour for Class III Ohio EPA License

The above-referenced amounts are non-cumulative.

Employees hired after the effective date of this agreement into a classification that the Employer requires a minimum class license must obtain said license no later than two (2) years following the date of hire. Failure to obtain such license shall be considered just cause for termination of employment.

#### **ARTICLE 34** **NON-DISCRIMINATION**

**Section 34.1.** All references to employees in this agreement designate both sexes, and wherever the male or female is used, it shall be construed to include male and female employees.

**Section 34.2.** There shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee for his activity or refusal to act on behalf of, or for membership or non-membership in, the Union.

**Section 34.3.** The Employer and the Union agree to comply with all applicable federal, state, and local laws regarding non-discrimination based upon age, race, color, religion, national origin, gender, military status, veteran's status, genetic information, disability which may be reasonably accommodated, or marital status.

**Section 34.4.** The Employer and Union agree that the facilities of the Employer shall be free from harassment in relationships between employees, between the Employer and employees,

and between the employees and the public. Any harassment by, against, or amongst employees shall not be tolerated.

**Section 34.5.** The parties agree that the references to federal, state, and local laws do not preclude an employee from pursuing both contractual and administrative/legal remedies available under the law.

### **ARTICLE 35** **MISCELLANEOUS PROVISIONS**

**Section 35.1. Comp Time.** With the prior approval of the supervisor, employees may take comp time off in lieu of overtime pay at the rate of one and one-half (1 1/2) hours off for each hour of overtime.

**Section 35.2. Personal Days.** Employees may use three (3) days each year as personal days to be subtracted from accumulated sick time. These days off shall be with at least three (3) work days advance notice to the supervisors and require prior approval of the supervisors so as to ensure proper department operation and not cause overtime of other employees.

### **ARTICLE 36** **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**Section 36.1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 124.01 through 124.56, nor any local Rules and Regulations of the Civil Service Commission of the City of Campbell, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 36.2.** Notwithstanding the above, Section 124.57 ORC shall continue to apply to bargaining unit employees.

### **ARTICLE 37** **TERMINATION AND RENEGOTIATIONS**

**Section 37.1.** This Agreement shall be effective January 1, 2015, and shall remain in full force and effect until the 31<sup>st</sup> day of December 2017, unless otherwise terminated as provided herein.

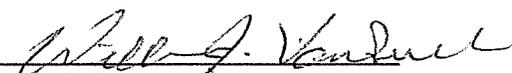
**Section 37.2.** Except as otherwise mutually agreed by the parties, if either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified by mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

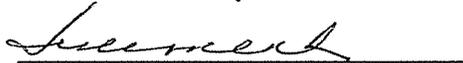
**Section 37.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referenced to or covered in this Agreement, except as mutually agreed.

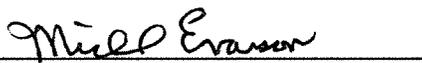
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Campbell and AFSCME AFL-CIO Local 759, and Ohio Council 8, have promulgated this economic and non-economic labor agreement this 31<sup>st</sup> day of MARCH, 2015.

**FOR THE CITY OF CAMPBELL**

  
Mayor William J. VanSuch

  
Judie Clement, Director of Administration

  
Dr. Michael Evanson, Finance Director

  
Michael L. Seyer, Chief Negotiator

**FOR AFSCME AFL-CIO Local 759  
and Ohio Council 8**

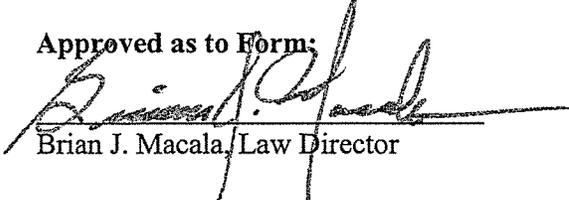
  
Chris Carson, President

  
Shawn McCormick, Recording Secretary

  
Gary Bednafik, Bargaining Team

  
Jack Filak, Regional Director

Approved as to Form:

  
Brian J. Macala, Law Director

Approved by City Council on the 18<sup>th</sup> day of MARCH, 2015.

**APPENDIX A**  
**WAGES**

<b>Classification</b>	<b>Effective 01/01/2015</b>	<b>Effective 01/01/2016</b>	<b>Effective 01/01/2017</b>
<b><u>Utility Laborer</u></b>			
Class 2 License/Over 2 years with the City	16.22	16.54	17.24
Class 2 License/Under 2 years with the City	15.99	16.31	17.00
Class 1 License/Over 2 years with the City	15.75	16.07	16.75
Class 1 License/Under 2 years with the City	15.45	15.76	16.43
Without License/Over 2 years with the City	14.80	15.10	15.76
Without License/Under 2 years with the City	13.84	14.12	14.76
Without License/First year with the City	13.37	13.64	14.27
<b><u>Operator</u></b>			
Operator 3 Over 2 years with the City	16.72	17.05	17.76
Operator 3 Under 2 years with the City	16.50	16.83	17.53
Operator 2 Over 2 years with the City	16.22	16.54	17.24
Operator 2 Under 2 years with the City	15.99	16.31	17.00
Operator 1 Over 2 years with the City	15.75	16.07	16.75
Operator 1 Under 2 years with the City	15.45	15.76	16.43
Operator Over 2 years with the City	14.80	15.10	15.76
Operator Under 2 years with the City	13.84	14.12	14.76
Operator First year with the City	13.37	13.64	14.27
<b><u>Chemist/Operator</u></b>			
Class 3 License/Over 2 years with the City	16.77	17.11	17.81
Class 3 License/Under 2 years with the City		0.00	0.00
Class 2 License/Over 2 years with the City	16.28	16.61	17.30
Class 2 License/Under 2 years with the City		0.00	0.00
Class 1 License/Over 2 years with the City	16.39	16.72	17.41
Class 1 License/Under 2 years with the City	15.35	15.66	16.33
Without License/Over 2 years with the City	14.80	15.10	15.76
Without License/Under 2 years with the City	13.84	14.12	14.76
Without License/First year with the City	13.37	13.64	14.27
<b><u>Plant Maintenance Man</u></b>			
Class 3 License/Over 2 years with the City	16.72	17.05	17.76
Class 3 License/Under 2 years with the City	16.50	16.83	17.53
Class 2 License/Over 2 years with the City	16.22	16.54	17.24
Class 2 License/Under 2 years with the City	15.99	16.31	17.00
Class 1 License/Over 2 years with the City	15.75	16.07	16.75
Class 1 License/Under 2 years with the City	15.45	15.76	16.43
Without License/Over 2 years with the City	14.80	15.10	15.76
Without License/Under 2 years with the City	13.84	14.12	14.76

<b>Classification</b>	<b>Effective 01/01/2015</b>	<b>Effective 01/01/2016</b>	<b>Effective 01/01/2017</b>
Without License/First year with the City	13.37	13.64	14.27
<b><u>Municipal Building</u></b>			
Account Utility Clerk	14.83	15.13	15.79
Janitor	12.61	12.86	13.48
<b><u>Street Department</u></b>			
Foreman	14.98	15.28	15.95
Utility Laborer/Truck Driver	14.98	15.28	15.95
Designated Heavy Equipment Operator	15.54	15.85	16.53
Utility Laborer	13.54	13.81	14.45
<b><u>Mechanic</u></b>			
Over 2 years with the City	14.98	15.28	15.95
Over 1 year with the City	14.02	14.30	14.95
First year with the City	13.54	13.81	14.45

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY**

1. Voluntary use of controlled substances which causes intoxication or impairment on the job poses risks to the Employer, the affected employee, and co-workers. Recognizing that drug abuse is an illness, the Employer's policy is to prevent and rehabilitate rather than terminate the employment of workers who are drug abusers. No bargaining unit member shall be discharged for drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.
2. All bargaining unit employees will be fully informed of the Employer's drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Unit employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. In addition, the Employer shall inform the bargaining unit employees of the causes for conducting tests, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired bargaining unit employees will be provided with this information on their initial date of hire. No bargaining unit employee shall be tested until this information is provided to the employee.
3. Reasonable Suspicion Testing. Individualized testing of bargaining unit members shall not be conducted unless there exists a reasonable suspicion that the bargaining unit employee to be tested is under the influence of drugs or alcohol. The term "reasonable suspicion" shall, for the purpose of this policy, be defined as follows.

Aberrant or unusual on-duty behavior of an individual employee which:

- A. is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observers); and
- B. is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
- C. is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc).

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY (CONTINUED)**

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

No reasonable suspicion testing may be conducted without the written order of a supervisor. The supervisor must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all of this information. One copy of this document shall be given to the bargaining unit employee before he/she is required to be tested, and one copy shall be provided to the Union immediately. After being given a copy of the document, the affected bargaining unit employee shall be allowed enough time to read and understand the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered, the test results shall be destroyed, and no discipline shall be levied against the bargaining unit employee.

When the supervisor has reasonable suspicion to believe that a bargaining unit employee is using, consuming or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medications), and/or non-prescribed narcotic drug while on duty, the supervisor will notify the Department Head for the purpose of observation and confirmation of the employee's condition. The employee will be offered an opportunity to give an explanation of the condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness, and be afforded the opportunity one time during the term of this agreement to take sick leave at that time. A Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested. If the Department Head, after observing the employee, also has reasonable suspicion to believe that the employee is using, consuming and/or under the influence of an alcoholic beverage, non-prescribed controlled substance, or non-prescribed narcotic drug while on duty, then, by a written order signed by the Department Head/Supervisor, the employee may be ordered to submit to toxicology testing designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phencyclidine in accordance with the procedure set forth below.

4. Random Drug Testing. In addition to individualized reasonable suspicion testing, those members of the bargaining unit occupying "safety sensitive" positions shall also be subject to random drug testing. Employees selected for random testing shall be given written notice of the selection, and report to the testing facility in accordance with the established testing procedure.
5. Refusal to Test/Cooperate. Refusal to submit to toxicology testing after being ordered to do so, cooperate at any stage of the testing procedure, or report to the testing facility as ordered shall constitute a positive test and be considered

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY (CONTINUED)**

insubordination. A bargaining unit member that refuses to test or cooperate during the testing procedure shall be subject to termination under the terms of this policy.

6. **Blood and Alcohol Test Procedure.** The following procedure shall apply to blood and urine tests administered to bargaining unit employees:

- A. The Employer may request urine samples only. Employees, at their sole option, shall, upon request, receive blood tests in lieu of urine tests. Urine and blood specimens shall be drawn or collected at the laboratory; hospital or medical facility at which the specimen is to be tested. If this is not possible, then a Union representative shall be permitted to accompany the specimen from the site where it is collected to the laboratory where it is to be tested. A Union representative shall be allowed to accompany the employee to the test and observe the collection, bottling, and sealing of the specimen. No employee of the Employer shall draw blood from a bargaining unit employee. The employee shall not be observed when the urine specimen is given. Employees shall choose three (3) specimen containers from a lot of at least twelve (12) identical containers. All specimen containers and vials and bags used to transport them shall be sealed with evidence tape and labeled in the presence of the employee and the Union representative.
- B. The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services, and which is chosen jointly by the Union and the Employer.
- C. The following standards shall be used to determine what levels of detected substances shall be considered as positive:

<b><u>Drug</u></b>	<b><u>Screening Test</u></b>	<b><u>Confirmation</u></b>
Amphetamines	1.00 ng/ml Amphetamine	500 ng/mlGC-MS
Marijuana Metabolites	100 ng/ml Delte-THC	100 ng/mlGC-MS
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/mlGC-MS
Opiates	300 ng/ml Morphine	300 ng/mlGC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS

Levels which are below those set above shall be determined as negative indications.

- D. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY (CONTINUED)**

- E. At the time the urine specimens or blood samples are collected, three (3) samples shall be taken. Two (2) samples will be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples must be tested separately in separate batches and show positive results on the GCMS confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of an Employer and a Union witness with evidence tape, which tape shall be signed by both Witnesses. This third sample shall be made available to the employee for testing by a laboratory selected by the Union. The cost of testing the third sample shall be borne by the Union or the employee.
- F. If the results of the tests administered by the Employer on the two samples shows that the employee while on duty was under the influence of or drank, smoked, ingested, inhaled or injected alcoholic beverages, non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate discipline may be imposed by the Employer after the following procedure has been followed: the employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall have seventy-two (72) hours to present to the Employer any different results from the test of the third sample conducted by a laboratory selected by the Union. However, the failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee as a basis for discipline or in any arbitration proceeding. After considering the results of the third test performed for the Union, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense in any twenty- four (24) month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer and the employee, the cost of which shall be covered by the Employer's group health insurance as any other illness. If the employee successfully completes such a program and is not disciplined for substance abuse for twenty-four (24) months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

**APPENDIX B**  
**DRUG AND ALCOHOL POLICY (CONTINUED)**

Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall only be performed for alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines and phencyclidine and the laboratory shall only report on the presence or absence of these substances. Tests for other drugs shall not be performed and, if such tests are performed, the results of such other tests shall not be reported to the Employer.

**SIDE LETTER**  
**CONTACT HOURS**

**Section 1.** Bargaining unit members that are required to complete licensure-related contact hours (i.e., continuing education hours) shall suffer no loss in pay for attending contact hours training during work hours.

**Section 2.** The City agrees that it will reimburse/cover the expenses related to attendance at licensure related contact hours (i.e., continuing education hours) required of bargaining unit members where such licensure is required for their position.

**SIDE LETTER**  
**SAFETY-SENSITIVE POSITIONS**

The City agrees that it will compile and post a list of safety-sensitive positions within thirty (30) days of execution of the parties' agreement.

**SIDE LETTER**  
**DRUG TESTING**

The parties agree that if all safety-sensitive employees of the City are not made part of the City's random testing pool, then bargaining unit employees shall only be subject to reasonable suspicion testing.

**SIDE LETTER**  
**FOREMAN TEMPORARY WORK/RECALL**

**Section 1.** The parties agree that Gary Bendarik may be offered work, on an as-needed basis, during the term of the parties' agreement. The parties further agree that the Employer may elect to offer summer work to Gary Bendarik. Should such work be offered, there shall be no entitlement to benefits under the contract; however, Gary Bendarik will receive the rate of pay for the classification that he is being offered work in.

In the event that such work is offered, however, Gary Bendarik's recall rights shall be extended through the duration of the parties' agreement.

**Section 2.** If during the term of this agreement Gary Bendarik is recalled to regular full-time employment, Section 1 shall not apply.

**SIDE LETTER**  
**TEMPORARY HIRES**

**Section 1.** Bargaining unit members agree that during the period of fiscal emergency the City shall have the ability to hire temporary employees in bargaining unit classifications in order to supplement City operations and better provide services to the citizens of the City of Campbell.

**Section 2.** The parties agree that prior to using temporary workers the Employer will offer the work to Gary Bendarik.

**Section 3.** Temporary employees shall not be covered by nor eligible for wages rates/benefits provided under the parties' collective bargaining agreement.

**Section 4.** The Employer agrees that the use of temporary employees shall not cause a reduction in force or regularly scheduled hours for bargaining unit members.